



Purchasing Division

Change Order #4

Date: November 9, 2023
Firm: LER, Inc. dba Renner Sports
From: City of Grand Junction
Project: Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts
5029-22-DH and Pine Ridge Courts Resurfacing

It is agreed to modify the Contract for the Project as follows:

This change order provides the updated scope and project schedule commitment from the Contractor that remain for completion of this project (see attached). Project schedule shall establish milestone completion dates for both Lincoln Park and Canyon View Park, as well as the total project, and shall at a minimum include, but not be limited to:

- The schedule attached to this contract amendment will be met. This includes the winter work schedule. Missing any of the milestone or final dates will cause the penalty mentioned below to come into effect and be applied.

Milestones

- Lincoln Park Pickleball Courts playable and open minus the gates and final surfacing (to be applied in the spring): November 17, 2023. This work to include painting and lines shall be provided at no additional cost.
- Pine Ridge fixes including moving net posts, putting down temporary net lines and fixing multiple bubbles: November 14, 2023
- Canyon View Neenah drain and concrete install: November 17, 2023
- Dirt work finalized, chase drains reinstalled, and sidewalks repoured: December 13, 2023.
- When nighttime low temperatures are above 50 degrees consistently, there is a two-week timeframe to complete the final surfacing work.
- Complete remaining work in November to ensure the four new tennis courts at Canyon View are playable starting December 20, 2023.

Final completion of Lincoln Park date is May 24, 2024. Final completion date of Canyon View Park is December 19, 2023. Final completion of Pine Ridge Park May 6, 2024. Final total contract completion date is May 24, 2024. If any of the milestones listed above and/or final contract completion dates are not achieved on or before the established dates within the agreed upon project schedule, monetary penalties will be applied to the contract on a daily basis for each day after the deadline for each milestone(s) and/or contract completion dates in the amount of \$1,000 per day and shall continue until milestones and/or full contract completion and acceptance by the City.

Additionally, the City will bolster the project payment retention to 10%. Once final completion has been established and accepted by the City, a Notice of Final Payment will be advertised in the Daily Sentinel for 30 calendar days, after which time (assuming no vendor or subcontractor protests), the retainage will be released to the Contractor as final payment.

Contractor agrees that there will be no additional cost to the project contract for any labor and/or materials required to make the courts playable through the winter (2023/2024) until the final surface coating can be successfully applied in the spring. Contractor further agrees that any additional work to execute this contract amendment or any other elements described in earlier amendments or in the original contract will be at no additional cost to the City.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$952,350.00
Approved Change Orders	\$264,507.00
This Change Order	<u>\$0.00</u>
Revised Contract Amount	\$1,216,857.00

Summary of Contract time adjustments:

Construction Start Date:	July 27, 2023
Milestone Lincoln Park completion date	May 24, 2024
Milestone Canyon View Park completion date	December 19, 2024
Pine Ridge Park completion date	May 6, 2023
Final Contract Completion Date:	May 24, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: DocuSigned by: Duane Hoff Jr. 11/13/2023
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Duane Hoff Jr. – Contract Administrator

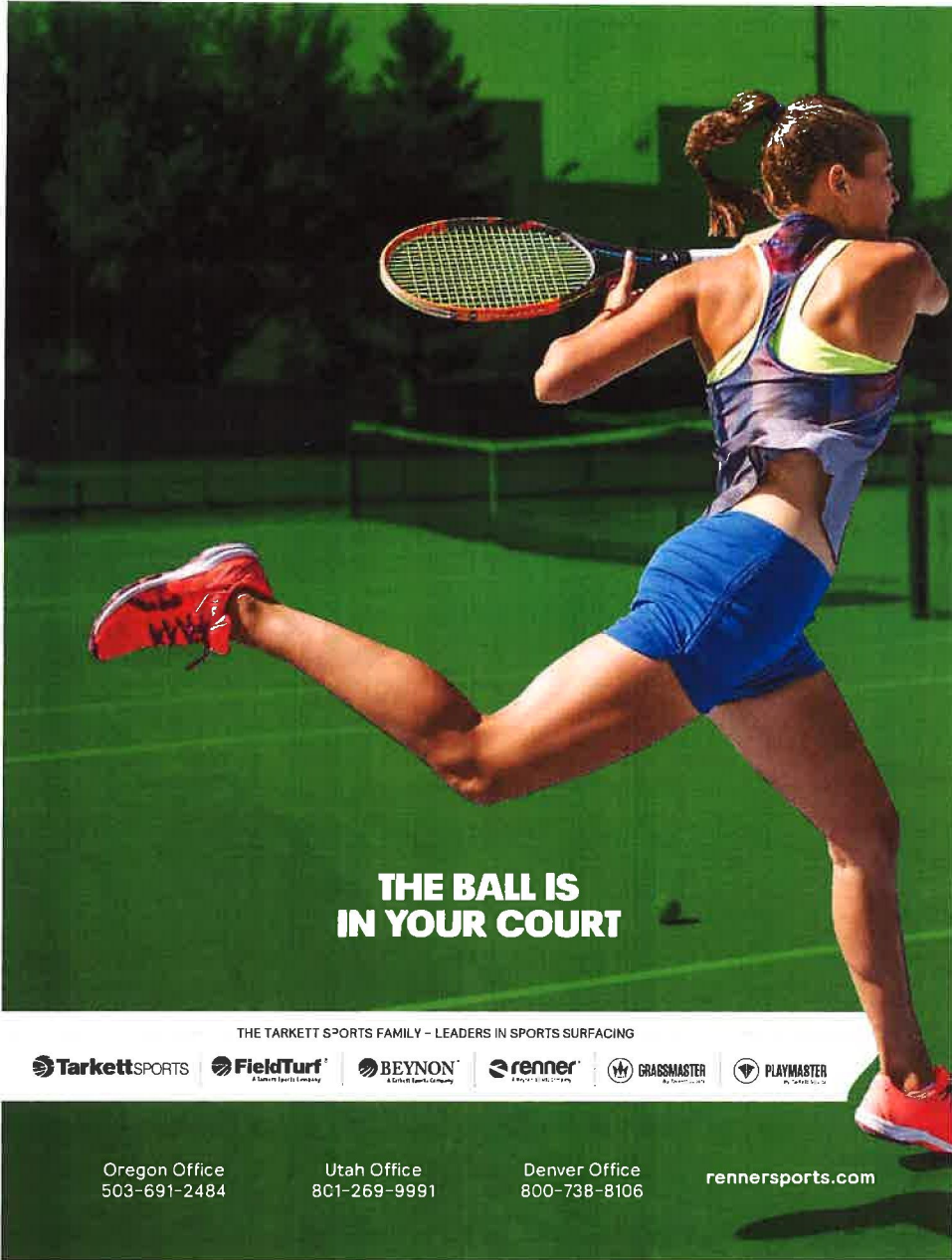
Approved by: DocuSigned by: Ken Sherbenou – Director of Parks & Recreation, City of Grand Junction 11/15/2023
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Ken Sherbenou – Parks and Recreation Director

Firm: LER, Inc. dba Renner Sports

Approved by: DocuSigned by: Greg McKenna – President, LER Inc., dba Renner Sports Surfaces 11/13/2023
ED3F202372CB485
Greg McKenna, President – LER, Inc. dba Renner Sports







ID	Task Name	Duration	Start	Finish	Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024				
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
0	Canyon View, Pine Ridge & Lincoln Park Schedule	143 days	Wed 11/8/23	Fri 5/24/24	Canyon View, Pine Ridge & Lincoln Park Schedule										
1	Canyon View	30 days	Wed 11/8/23	Tue 12/19/23	Canyon View										
2	Neenah Drain Milestone	0 days	Fri 11/17/23	Fri 11/17/23	Neenah Drain Milestone ◆ 11/17										
3	Neenah Drain Installation	8 days	Wed 11/8/23	Fri 11/17/23	Neenah Drain Installation 8 days Renner/M&M										
4	Chase Drain Milestone	0 days	Wed 12/13/23	Wed 12/13/23	Chase Drain Milestone ◆ 12/13										
5	Chase Drains Demo/Re-install & Sidewalk Completion	8 days	Mon 12/4/23	Wed 12/13/23	Chase Drains Demo/Re-install & Sidewalk Completion 8 days M&M Concrete										
6	Fine Grading	5 days	Wed 12/13/23	Tue 12/19/23	Fine Grading 5 days										
7	Pine Ridge	126 days	Mon 11/13/23	Mon 5/6/24	Pine Ridge										
8	Adjust Net Posts	2 days	Mon 11/13/23	Tue 11/14/23	Adjust Net Posts 2 days Renner										
9	Surface Bubble Repair, Hash for net *Temperature Dependent	1 day	Mon 5/6/24	Mon 5/6/24	Surface Bubble Repair, Hash for net *Temperature Dependent 1 day Renner										
10	Lincoln Park	143 days	Wed 11/8/23	Fri 5/24/24	Lincoln Park										
11	Fence Milestone	0 days	Thu 11/16/23	Thu 11/16/23	Fence Milestone ◆ 11/16										
12	Fence Completion(Minus Gates)	7 days	Wed 11/8/23	Thu 11/16/23	Fence Completion(Minus Gates) 7 days Renner										
13	Adjust Net Posts	2 days	Mon 11/13/23	Tue 11/14/23	Adjust Net Posts 2 days										
14	Surface Milestone	0 days	Fri 5/24/24	Fri 5/24/24	Surface Milestone ◆ 5/24										
15	Surface Completion *Temperature Dependent	15 days	Mon 5/6/24	Fri 5/24/24	Surface Completion *Temperature Dependent 15 days										

RSS ACRYLIC COLOR COATINGS

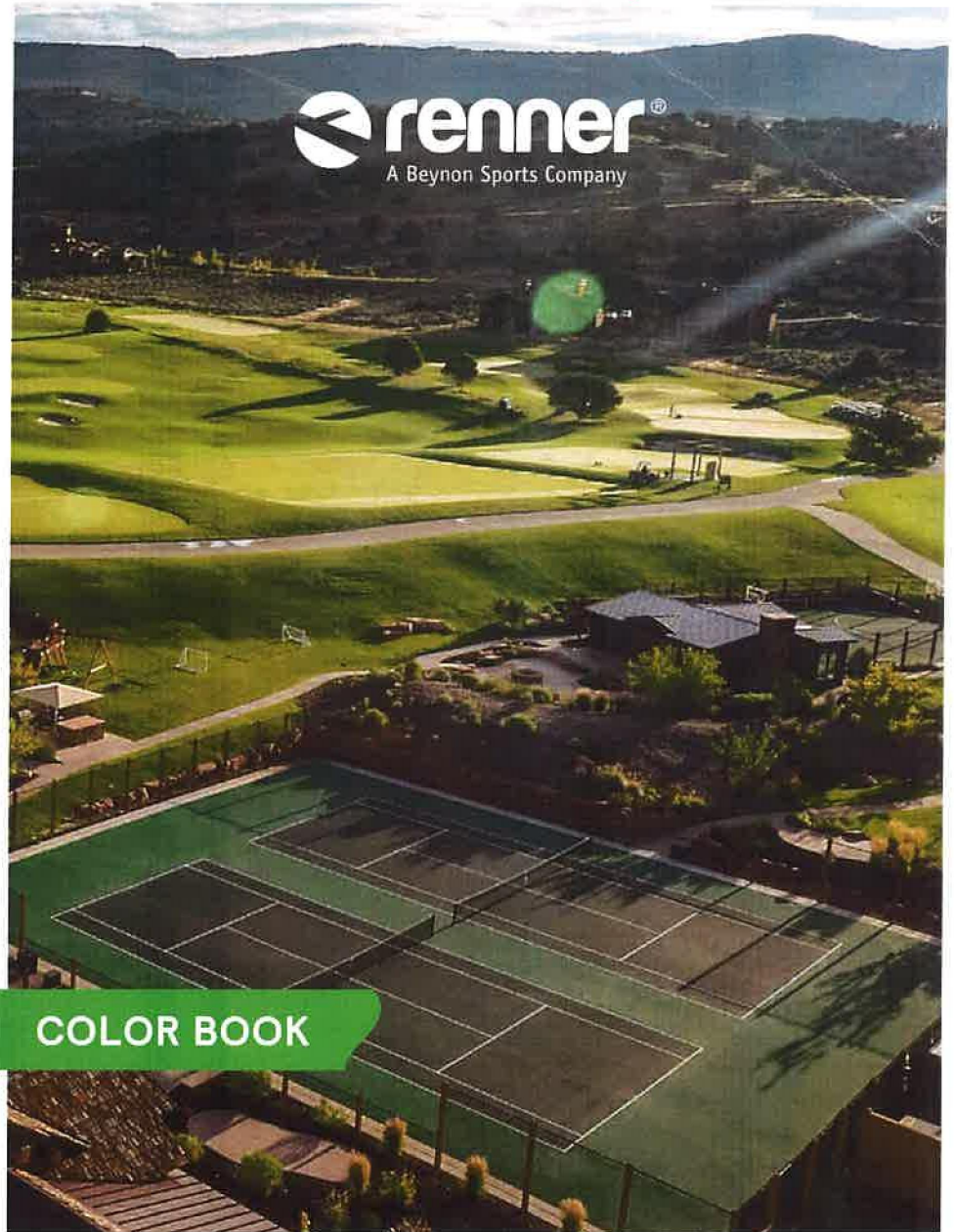



**THE BALL IS
IN YOUR COURT**

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING

Oregon Office 503-691-2484 Utah Office 801-269-9991 Denver Office 800-738-8106 rennersports.com




A Beynon Sports Company

COLOR BOOK

TRUST THE RENNER DIFFERENCE

ITF Tested and proven, Renner acrylic coatings offer elite performance, durability and color retention. The systems are designed to withstand harsh weather and provide superior playing characteristics and ball bounce.

For over 20 years, Renner has been a leader in manufacturing high-performance tennis court coatings. Our surfaces are found at some of the most prestigious venues across North America, and we're committed to elevating performance and keeping athletes safe through innovative surfaces designed for competition and daily training.



ITF CLASSIFIED

Renner acrylic coatings offer a variety of textures and are ITF Classified Court Pace 2 (Medium Slow) and 3 (Medium).



QUALITY MATERIAL

Our coating systems are comprised of premier quality 100% acrylic resins and pigments showcasing leading durability and resistance to deterioration from harmful UV exposure.



PROVEN DURABILITY

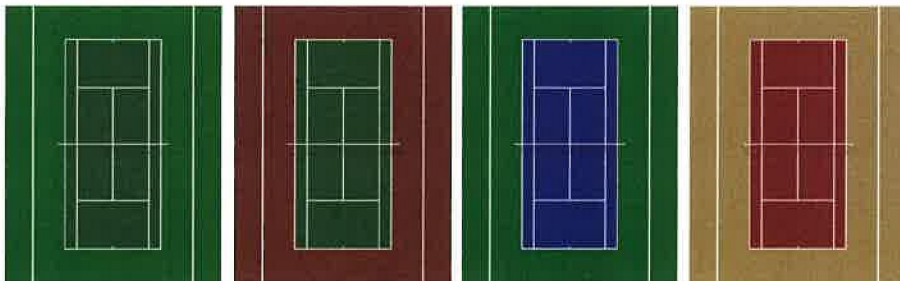
Proven in a variety of environments, Renner coatings have long been recognized as one of the leading tennis court systems in North America. Trusted by community, club, park, collegiate, and residential clients, Renner coatings have a track record to prove it.



ENVIRONMENTALLY-FRIENDLY

Designed to be green, our systems are manufactured with environmentally-friendly materials for use on asphalt or concrete substrates. Renner coatings contain no lead, mercury or asbestos.

POPULAR COURT DESIGNS



Dark Green - Light Green

Dark Green - Maroon

Dark Blue - Light Green

Brick Red - Khaki



Images used for illustrative purposes only and are not accurate representations of the actual products. As such, size, colors and materials may vary.



DARK GREEN

LIGHT GREEN

BRICK RED

MAROON

DARK BLUE

MEDIUM BLUE

KHAKI

GREY



PRODUCT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR RSS ACRYLIC COLOR CONCENTRATE

PRODUCT DESCRIPTION:

RENNER SPORTS SURFACES COLOR CONCENTRATE is the highly pigmented, 100% acrylic color coating system designed specifically for asphalt and concrete surfaces. RENNER SPORTS SURFACES COLOR CONCENTRATE may be used for textured coats and topcoats. For textured coats simply dilute color concentrate with water and silica sand. The speed of play and ball bounce can easily be adjusted by varying the size and amount of silica sand to the concentrate. To provide a protective, in-depth color topcoat, simply add water to the color concentrate.

RENNER SPORTS SURFACES COLOR CONCENTRATE formulations contain NO VINYL ACRYLICS, NO ETHYLENE GLYCOLS, NO ASPHALTIC EMULSIONS, NO ASBESTOS and NO MERCURY.

PIGMENTS:

23.64%

Vary by color

VEHICLE:

76.36%

Acrylic Emulsion	28.51%
Minor Additives	1.9%
Volatiles (Including Water)	45.95%

TOTAL:

100%

Weight by gallon:	10 pounds
% Solids by weight:	44%
% Acrylic:	25.9%
Rate of Application:	.03 - .06 gallons per square yard
Dilution:	A. Texture coats- 2 part concentrate, 1 part water, 1 part sand B. Topcoat- Equal parts concentrate and water
Packaging:	One, Five and Fifty-Five gallon containers
Colors:	Dark Green, Light Green, Khaki, Dark Blue, Medium Blue, Brick, Grey and Maroon



PRODUCT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR RSS TEXTURED LINE PAINT

PRODUCT DESCRIPTION:

RENNER SPORTS SURFACES TEXTURED LINE PAINT is formulated 100% Acrylic Resins and the highest quality white pigments available. RENNER SPORTS SURFACES TEXTURED LINE PAINT provides super white brightness and excellent hiding. Texture is added to provide the same speed and true ball bounce experienced throughout the rest of the RENNER SPORTS SURFACE SYSTEM.

RENNER SPORTS SURFACES TEXTURED LINE PAINT formulations contain NO VINYL ACRYLICS, NO ETHYLENE GLYCOLS, NO ASPHALTIC EMULSIONS, NO ASBESTOS and NO MERCURY. RENNER SPORTS SURFACES TEXTURED LINE PAINT contains over three and one half (3 ½) pounds of Titanium Dioxide per gallon.

TECHNICAL SPECIFICATIONS FOR RENNER SPORTS SURFACES TEXTURED LINE PAINT

<u>PIGMENTS:</u>		<u>38%</u>
Titanium Dioxide Pigments	28%	
Silica & Extenders	10%	
<u>VEHICLE:</u>		<u>62%</u>
Acrylic Emulsion	23%	
Minor Additives	2%	
Volatiles (Including Water)	37%	
<u>TOTAL:</u>		<u>100%</u>

Weight by gallon:	12.5 pounds
% Solids by weight:	60%
% Acrylic:	25%
Rate of Application:	One gallon per court, used undiluted
Packaging:	One and Five gallon containers
Colors:	White



PRODUCT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR RSS CONCRETE PRIMER

PRODUCT DESCRIPTION:

RENNER SPORTS SURFACES CONCRETE PRIMER is a high solids 100% acrylic material designed to promote adhesion of RENNER SPORTS SURFACES ACRYLIC SYSTEMS to uncoated concrete. Provided in a concentrate solution, simply add water and mix. Apply with a rubber bladed squeegee or push broom. Do not leave excess pools of primer in low areas of court.

RENNER SPORTS SURFACES CONCRETE PRIMER formulations contain NO VINYL ACRYLICS, NO ETHYLENE GLYCOLS, NO ASPHALTIC EMULSIONS, NO ASBESTOS and NO MERCURY.

TECHNICAL SPECIFICATIONS FOR RENNER SPORTS SURFACES CONCRETE PRIMER

Coverage: Approximately 300 square feet per gallon of diluted material. Coverage may vary due to concentrate porosity, method of application, and temperature.

Drying: Dries in approximately one hour, based on 70 degree F and 50% humidity. Allow 24 hours to cure before applying RENNER SPORTS SURFACES SURFACING SYSTEMS.

Dilution: Mix one part CONCRETE PRIMER to two parts cool, clean water

Packaging: 55 gallon containers



PRODUCT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR RSS ACRYLIC RESURFACER

PRODUCT DESCRIPTION:

RENNER SPORTS SURFACES ACRYLIC RESURFACER concentrate is a high solids 100% acrylic material designed for asphalt and concrete pavements. RENNER SPORTS SURFACES ACRYLIC RESURFACER is to be mixed with silica sand and water at the job site. It may be used to correct minor bird baths, fill voids and blemishes in pavement, and to re-establish consistent texture prior to applying RENNER SPORTS SURFACES COLOR COATING SYSTEMS.

RENNER SPORTS SURFACES ACRYLIC RESURFACER formulations contain NO VINYL ACRYLICS, NO ETHYLENE GLYCOLS, NO ASPHALTIC EMULSIONS, NO ASBESTOS and NO MERCURY.

TECHNICAL SPECIFICATIONS FOR RENNER SPORTS SURFACES ACRYLIC RESURFACER

<u>PIGMENTS:</u>		<u>27.23%</u>
Black Iron Oxide	4%	
Silica & Extenders	23.23%	
<u>VEHICLE:</u>		<u>72.77%</u>
Acrylic Emulsion	37%	
Minor Additives	1.2%	
Volatiles (Including Water)	34.57%	
<u>TOTAL:</u>		<u>100%</u>

Weight by gallon:	12.5 pounds
% Solids by weight:	63%
% Acrylic:	37%
Rate of Application:	.04 - .06 undiluted gallons per square yard
Mixing:	18 gallons Acrylic Resurfacer, 12 gallons of water and 150-200lbs of Silica Sand
Packaging:	Fifty-Five gallon containers
Colors:	Black



PRODUCT DESCRIPTION & TECHNICAL SPECIFICATIONS FOR RSS PATCH BINDER

PRODUCT DESCRIPTION:

RENNER SPORTS SURFACES TEXTURED PATCH BINDER is a Polymeric concrete modifier developed for the purpose of patching low areas (bird baths) and filling cracks on concrete and asphalt Tennis Courts. When RENNER SPORTS SURFACES PATCH BINDER is mixed with Portland cement and sand, it increases the strength of the cement patch and promotes adhesion to both existing surfaces and the RENNER SPORTS SURFACING SYSTEM. RENNER SPORTS SURFACES PATCH BINDER may also be used as concentrate slurry to be applied over unsurfaced concrete pavements. All patched or slurried areas should be etched with an acid solution and washed clean.

RENNER SPORTS SURFACES PATCH BINDER formulations contain NO VINYL ACRYLICS, NO ETHYLENE GLYCOLS, NO ASPHALTIC EMULSIONS, NO ASBESTOS and NO MERCURY.

TECHNICAL SPECIFICATIONS FOR RENNER SPORTS SURFACES PATCH BINDER

% Solids: 47%

Dilution for Patch Binder: Mix 100 pounds of Silica Sand with two gallons of (sifted) Portland cement. Add undiluted RENNER SPORTS SURFACES PATCH BINDER until desired consistency is achieved. Before patching bird bath areas, prime the areas with one part RENNER SPORTS SURFACES PATCH BINDER and two parts water. Larger sand may be used in deeper patches, but smaller sand (the size used in the color coating) should be used near the top of patch.

Dilution of Slurry Coat: Mix 200 pounds of Silica Sand with one bag of Portland cement. Add ½ gallons of RENNER SPORTS SURFACES PATCH BINDER and 5 gallons of water. **MIX WELL!** Should be applied in cool temperatures or court should be misted with water. Coverage of this mix is approximately 1600 to 1800 square feet.

Packaging: One, Five and Fifty-Five gallon containers

SECTION 32 1823.53

ACRYLIC COLOR SURFACING FOR POST-TENSIONED CONCRETE TENNIS COURTS

PART I – GENERAL

1.01 SCOPE OF WORK

- A. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for the colored/texture surfacing of tennis courts constructed with proper slope for positive drainage in accordance with these specifications.

1.02 QUALITY ASSURANCE

- A. Work is to be performed by contractor with a minimum of six (6) similar, successfully completed projects within the past two (2) years. Contractor will be a builder member of the American Sports Builders Association and will have a Certified Tennis Court Builder on staff. The color surfacing foreman will be a Certified Installer of the color coating manufacturer. All surface coatings shall be supplied from a single manufacturer.

1.03 REFERENCES

- A. Post Tensioning Institute (PTI)
- B. American Concrete Institute (ACI)
- C. United States Tennis Association (USTA)
- D. American Sports Builders Association (ASBA)
- E. International Tennis Federation (ITF)

1.04 SUBMITTAL

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator Certificate from the surface system manufacturer.
- C. ITF Pace Classification Certificate for the system to be installed.
- D. Reference list from the installer of at least 6 projects of similar scope completed in the past 2 years.
- E. Current Material Data Safety Sheets (MSDS).
- F. Product Substitution: If other than the product specified, the contractor shall submit at least 7 days prior to bid date a complete type written list of proposed substitutions with enough data, drawings, samples and literature to demonstrate to the architect/engineer's satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 2000 hours illustrating the UV stability of the system. Test method similar to ASTM G154. The color system shall have an ITF pace rating

in Category 3 (medium). Under no circumstances will systems from multiple manufacturers be considered.

1.05 LIMITATIONS FOR APPLICATION OF SURFACING

- A. Application temperature shall be a minimum of 50°F in direct sunlight with no shade. Do not apply coatings if temperatures are at or below 50°F at night. The surface temperature shall not exceed 140°F. Do not apply when surface is wet or if rain is imminent or forecasted. Keep all coatings from freezing. Do not store in direct sunlight for an extended period. Containers shall be closed when not in use.

1.06 WARRANTY

- A. Contractor shall guaranty that all materials and workmanship incorporated into the project will be of new quality and free from defects, and that all work will be installed as specified and drawn, and in conformance with the project documents. Any material or workmanship found to be defective or out of specification will be replaced, at the sole cost of the contractor, for a period of one (1) year from date of acceptance.

PART 2 – PRODUCTS

2.01 MANUFACTURER

- A. RSS Color Coatings - 775 Canosa Court, Denver, CO 80204 (800) 738-8106 or approved equal.

2.02 ADHESIVE PRIMERS AND SEALERS

- A. Adhesion Primers - RSS Concrete Sealer and RSS Latex Concrete Primer- RSS Concrete Sealer is undiluted and RSS Latex Concrete Primer is mixed 1 gallon of RSS Latex to 4 gallons of clean potable water (1:4).

2.03 PATCHING MIX

- A. Patching Mix - RSS Rhino Patch Binder- is mixed 3 gallons of RSS Latex Patch Binder, 1 gallon of Portland Cement Type 1 or 2 and 100 lbs. of Silica Sand.

2.04 CRACK SEAL

- A. Crack Seal - RSS Epoxy Crack Seal or Rhino Crack Filler. The RSS Epoxy Crack Seal is mixed as a two (2) Parts Component A and one (1) Part Component B. Rhino Crack Filler is mixed 3 gallons of RSS Latex Patch Binder, 1 gallon of Portland Type 1 or 2 Cement and 100 lbs. of silica sand.

2.05 ACRYLIC RESURFACER

- A. Acrylic Resurfacer - RSS Acrylic Resurfacer. RSS Acrylic Resurfacer is mixed with 55 gallons of RSS Acrylic Resurfacer, 400 to 500 lbs. of Washed White Silica Sand and 20-28 gallons of clean potable water.

2.06 ACRYLIC COLOR PLAY SURFACE

- A. Acrylic Color Play Surface- The RSS Acrylic Color to provide an ITF Pace Rating Category 3 (medium) tennis surface which consists of the following mix- 55 gallons of RSS Acrylics Color Concentrate, 400 lbs. of Washed White Silica Sand (40-70 mesh) and 20 to 28 gallons of clean potable water.

****Factory Fortified RSS Color Coatings are available for all colors if specified****

2.07 TAPE SEALER AND TEXTURED LINE PAINT

- A. Play Lines- RSS Tape Sealer and RSS Textured Line Paint. Lines shall be accurately located and marked. Lines shall be primed first with (1) coat of RSS Tape Sealer to ensure crisp edges. Playing lines shall be (2") wide and painted using RSS Textured White Line Paint.

PART 3 - EXECUTION

3.01 SURFACE PERPARATION

- A. Prior to the surfacing applications, the courts shall be thoroughly cleaned by pressure washing to remove all dirt and debris.
- B. Cracks and rock holes (if applicable) will be cleaned of debris and filled full depth and level with the playing surface using RSS Epoxy Crack Seal or RSS Rhino Crack Filler. RSS Rhino Crack Filler shall be ground smooth to court surface prior to the application of RSS Acrylic Resurfacer. RSS Epoxy Crack Seal shall have silica sand broadcast into wet mixture to provide texture.
- C. Flood the courts and after a (1) hour wait in direct sunlight with temperatures seventy (70) degrees and rising. Any areas of standing water remaining that cover a US Nickle shall be patched with RSS Rhino Patch Binder. Areas to receive patches shall be primed first with a mix of Water and RSS Latex Concrete Primer mixed at a 4:1 ratio. Reflood patches to ensure compliance. Light misting with water on the edges to feather out is allowed as needed to maintain workability.

3.02 CONCRETE SEALER AND LATEX CONCRETE PRIMER

- A. One (1) coat of RSS Concrete Sealer shall be applied over the concrete with a sprayer. When the sealer coat has dried and cured apply one (1) coat of RSS Latex Concrete Primer using 1 gallon of Latex mixed with 4 gallons of clean potable water. Apply with a rubber bladed squeegee to aid in the mechanical bonding of the RSS Coating System to the concrete substrate. Apply the first

coat of RSS Acrylic Resurfacer while Latex Primer Coat is tacky to the touch. Care should be taken not to leave any puddles of material.

3.03 ACRYLIC RESURFACER

- A. In order to provide a smooth underlayment for RSS Color Coating Systems one (1) coat of RSS Acrylic Resurfacer shall be applied over each court per the mix ratio stated in Section 2.05. The mixture will be agitated in a paddled mortar mixer or in drums to provide a consistent and homogeneous solution. The acrylic resurfacer coat shall provide a uniform surface with no ridges.

3.04 ACRYLIC COLOR

- A. Two (2) coats of color mixture (3 coats may be required depending on concrete texture) will be agitated in a paddled mortar mixer or drum to provide a consistent and homogeneous solution. The mixture will be applied over the entire court surface using a rubber-tipped squeegee in two separate applications with enough drying time allowed between coats per mix ratio stated in Section 2.06. The finished color surface is to be free of ridges and shall have a uniform appearance.

3.05 PLAYING LINES

- A. All lines will be painted first with (1) coat of RSS Tape Sealer to provide a uniform crisp line. Once the Tape Sealer has dried apply one (1) coat of RSS White Textured Line Paint two inches (2") wide which shall be accurately located and marked by snapping a chalk line and placing (1"+) masking tape using a line taper. All lines shall conform to USTA Specifications for doubles play.

3.06 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing if needed.
- B. Lock gates to prevent use or entry until acceptance by the owner's representative.

3.07 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and federal regulations.
- B. Leave site in a clean orderly condition.

END OF SECTION 32 1823.53



OWNER / GENERAL CONTRACTOR CHANGE ORDER

Owner / General Contractor: City of Grand Junction
 Address: 250 N. 5th St., #245
 City, State Zip: Grand Junction, CO 81501
 Phone # (numbers only): (970) 244-1545
 Email: duaneh@gjcity.org

Project: Lincoln and Canyon View Park
 Project #: 22-01-094

Change Order # : 3
 Date: 5/16/2023

We hereby agree to make the change(s) specified below:

Resurface the courts at Pine Ridge Park. The color and striping will be for either the current layout or with six pickle ball courts.

1. Clean the surface with a pressure washer.
2. Flood and fill water holding areas over ¼" depth.
3. Fill cracks with Rhino patch filler.
4. Apply acrylic primer.
5. Apply one acrylic resurfacer coat.
6. Apply two acrylic color coats.
7. Apply striping for pickle ball or tennis.
8. Install two permanent pickleball nets and net posts.

WE AGREE hereby to make the change specified above at this price:	\$	39,700.00
Original Contract Amount:	\$	952,350.00
Previous Change Order(s):	\$	224,807.00
Revised Contract Total:	\$	1,216,857.00

DocuSigned by:

Greg McKenna - President, LER Inc., dba Renner Sports Surfaces

Greg C. McKenna, President
 L.E.R., Inc. dba Renner Sports Surfaces

Note: This Change Order becomes part of and in conformance with the existing contract.

ACCEPTED---The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Greg Caton - City Manager - City of Grand Junction

Exclusions: Water holding area will only be completely filled where there is adequate slope for drainage and where the water is not blocked by a raised outside edge.

By (Printed Name):

DocuSigned by:

Greg Caton - City Manager - City of Grand Junction

Signature

6/6/2023

Date



OWNER / GENERAL CONTRACTOR CHANGE ORDER

Owner / General Contractor: City of Grand Junction
 Address: 250 N. 250 St., #245
 City, State Zip: Grand Junction, CO 81501
 Phone # (numbers only): (970) 244-1545
 Email: duaneh@gjcity.org

Project: Lincoln and Canyon View Park
 Project #: 22-01-094

Change Order #: 2
 Date: 5/16/2023

We hereby agree to make the change(s) specified below:

1. Increased cost of concrete for Canyon View tennis courts. \$3,617.00
2. Neenah Trench Drain with grate installed by Renner Sports. \$58,084.00
3. Four each sidewalk chase drains installed by M and M Concrete Construction. \$16,268.00
4. Concrete curbs, gutters and sidewalks installed by M and M Concrete Construction (reduced size) \$112,038.00
5. Credit for changing the layout of the courts at Lincoln Park. Moving courts #5 through #12 to the south using about 8 feet of the sidewalk. (-\$92,180.00)

Note: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change specified above at this price:	\$	97,827.00
Original Contract Amount:	\$	952,350.00
Previous Change Order(s):	\$	126,980.00
Revised Contract Total:	\$	1,177,157.00

DocuSigned by:

Greg McKenna - President, LER Inc., dba Renner Sports

Greg C. McKenna, President
 L.E.R., Inc. dba Renner Sports Surfaces

ACCEPTED---The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Greg Caton - City Manager - City of Grand Junction

By (Printed Name):

DocuSigned by:

Greg Caton - City Manager - City of Grand Junction

Signature
 6/6/2023

Date

CO2 and CO3: Tennis and Pickleball

Ken Sherbenou

Fri 6/2/2023 3:02 PM

To: Duane Hoff Jr. <duaneh@gjcity.org>

Cc: Emily Krause <emilyk@gjcity.org>

Duane,

Please release the docusign documents to Greg for his signature. Everything is a go.

Please let me know if you have any questions.

Thank you,

Ken Sherbenou

Parks and Recreation Director | MPA, CPRE

City of Grand Junction

Phone: 970-254-3881 | kensh@gjcity.org

www.gjparksandrec.org





OWNER / GENERAL CONTRACTOR CHANGE ORDER

Owner / General Contractor: City of Grand Junction
Address: 250 N. 5th St., #245
City, State Zip: Grand Junction, CO 81501
Phone # (numbers only): (970) 244-1545
Email: duaneh@gjcity.org

Project: Canyon View Park
Project #: 22-01-094

Change Order # : 1
Date: 3/21/2023

We hereby agree to make the change(s) specified below:

- 1. Deduct for owner supplied nets (4 each). (-\$900.00)
- 2. Add for Excavating, grading, surveying and construction staking. \$127,880.00

Note : This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change specified above at this price:	\$	126,980.00
Original Contract Amount:	\$	952,350.00
Previous Change Order(s):		
Revised Contract Total:	\$	1,079,330.00

DocuSigned by:
Greg McKenna - President, LER Inc., dba Renner Sports Surfaces
Greg C. McKenna, President or
L.E.R., Inc. dba Renner Sports Surfaces

ACCEPTED---The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Greg Caton - City Manager - City of Grand Junction

By (Printed Name):

DocuSigned by:
Greg Caton - City Manager - City of Grand Junction
Signature
3/29/2023

Date

Taylor Excavating & Underground LLC
 355 Indian Road
 Grand Junction, CO 81501
 970-210-6399
texcavate@gmail.com

January 26, 2023

To Whom It May Concern:

RE: BID SUBMITTAL FOR THE TENNIS COURTS AT CANYON VIEW PARK.

LINE ITEMS:

Mobilization	1 L.S. @ \$3,500.00	\$3,500.00
Erosion Control	1 L.S. @ \$5,000.00	\$5,000.00
Clear, Grub and Removals	1 L.S. @ \$4,500.00	\$4,500.00
Excavation	1 L.S. @ \$35,000.00	\$35,000.00
Scarify & Recompact	1 L.S. @ \$5,000.00	\$5,000.00
Base Prep	1 L.S. @ \$45,000.00	\$45,000.00
12" PVC	1 L.S. @ \$2,000.00	\$2,000.00
Tree Fencing	1 L.S. @ \$7,500.00	\$7,500.00
Total		\$107,500.00

This bid includes: Equipment, labor, materials, and insurance.

This bid does not include: Bonding, surveying, as-builds, compaction testing, traffic/pedestrian control, construction fencing, permits and fees of any kind, French drain, topsoil, any electrical portion, landscaping, and sidewalk prep.

Thank you for your time and consideration!

Kelly Taylor
 Owner
 Taylor Excavating & Underground LLC



SURVEY PROPOSAL

CANYON VIEW PARK
TENNIS COURTS
Grand Junction, CO

March 11, 2023
3194 Mesa Ave #2
Grand Junction, CO 81504
970-434-7038
pat@polarisgi.com

PREPARED FOR
Jackson Huffman
L.E.R., Inc. dba Renner Sports Surfaces
2775 W. 7th Ave.
Denver, CO 80204

1	Construction Survey	\$ 3,700.00
	<u>Survey to include</u> <u>Stake tennis courts at corners and mid-points along edge</u> <u>Stake both sides of trench drain</u> <u>Site grading for area</u> <u>Stake and grade sidewalks</u> <u>Site grading and GPS control for dirt contractor.</u>	

SCOPE OF WORK:

Survey to include one-time staking items listed above. Restaking or additional survey work done at \$140 hr for survey crew.

Total Cost	\$ 3,700.00
-------------------	--------------------

Polaris Surveying

Patrick W. Click-owner



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 7th day of July, 2022 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **LER, Inc. dba Renner Sports** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor shall furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts 5029-22-DH**.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Services specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions, Insurance Requirements, Scope of Work, and Pricing Proposal, **Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts**;
- c. Solicitation documents;
- d. Services Change Requests (directing that changed Services be performed);

e. Change Orders.

ARTICLE 2

Contract Services: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services under the Contract upon execution of this contract, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Contractor's Proposal.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the sum of **Nine Hundred Fifty Two Thousand Three Hundred Fifty and 00/100 Dollars (\$952,350.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Contractor's Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Contract, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Contract.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
Duane Hoff Jr., Contract Administrator

7/27/2022
Date

LER, Inc. dba Renner Sports

DocuSigned by:
By: Greg McKenna - President, LER Inc., dba Renner Sports
Greg McKenna - President, LER Inc., dba Renner Sports

8/12/2022
Date

Please see the first paragraph of our proposal.

SECTION 6.0: SOLICITATION RESPONSE FORM
5029-22-DH

“Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts”
Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ 238,000

WRITTEN: Two Hundred Thirty Eight Thousand dollars.

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ 952,350.00

WRITTEN: Nine Hundred Fifty Two Thousand Three Hundred Fifty dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1, 2

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

LER Inc dba Renner Sports Surfaces

Company Name – (Typed or Printed)

Neal DePooter

Authorized Agent Signature

2775 W. 7th Ave

Address of Offeror

Denver CO 80204

City, State, and Zip Code

Neal DePooter

Authorized Agent – (Typed or Printed)

303 356 0312

Phone Number

ndepooter@renner-sports.com

E-mail Address of Agent

6-27-2022

Date



June 22, 2022

PRICING PROPOSAL

Ken Sherbenou

City of Grand Junction

Job Name: Design Build Canyon View Tennis Courts and Lincoln Park Pickle Ball Courts

Dear Ken,

L.E.R., Inc. d/b/a Renner Sports Surfaces ("Renner Sports") hereby submits the following specifications and pricing. This proposal is good for the 2022 summer and fall construction season and will not exceed this amount if approved by the owner within 30 days. Should the work go into the winter or into 2023 the price may have to be adjusted if material costs increase. We will provide verification of these added costs and these will be a change order to be approved by the owner and Renner Sports.

^{DS}
EMPLUDRSS

^{DS}
DHS

Canyon View

1. Obtain permits. The cost of permits if required will be added to this contract.
2. Provide a site plan, grading plan and engineer stamped design drawings for the post-tensioned courts.
3. Provide specifications and product data submittals.
4. Construct 4 new tennis courts similar to the existing 12 courts. This includes fine grading, 5" thick post-tensioned concrete slabs, black vinyl clad 10' and 42" high fencing with top, middle and bottom rails with two gates per court, nets and net posts, color surfacing and striping, 6' high windscreens. There will be two groups of two courts at the locations shown on the attached drawing.
5. Anticipated completion is May 31, 2023.

Lincoln Park

1. The court and fence layout will be as shown on the attached sheet with "preferred" dimensions for 12 new courts and the four west courts reconfigured.
2. Obtain permits if needed. The cost of permits will be added to this contract.
3. Provide specifications and product data submittals.
4. Provide engineer stamped design drawings for the court and fence layout.
5. Expand the concrete to the north 10' to make each court 34' by 64'.
6. Resurface the existing courts making them into 20 pickle ball courts.

7. Install new 4' high and 8' high fencing as needed to make the existing courts into 20 tournament sized pickle ball courts. Some of the existing fence will be reused where possible. There will be three walkways for viewing and seating between each set of four courts.
8. The east four pickle ball courts will have a new divider fence installed north to south.
9. Install 16 new pickle ball nets and net posts with center straps and anchors.
10. Light poles that need to be relocated will be done by Musco under a separate contract.
11. Anticipated completion is June 30, 2023.

The city will contract directly with Musco for the lighting at both parks. This will save money because Renner will not add a fee to oversee Musco's work. Approximate cost \$532,000.00. An exact quote will need to come from Stephen Baker at Musco.

1. Retrofit the lighting system at Lincoln Park with new Musco luminaires reusing the existing poles. 15-20 Foot candles. The lighting will be 2 to 3 times better.
2. Install Musco Lighting System Option B for 12 existing tennis courts.

Exclusions: testing, permits, fees, winter concrete fees, dirt work and grading, electrical and lighting, cabana style shade benches, sunshades, benches, hydration stations, repairs or changes to the parking lot and roadway, landscaping, irrigation and sidewalks around the courts.

^{DS}
GMPUDRSS
^{DS}
DAJ

We hereby propose to furnish labor and materials – complete in accordance with the below specifications, for the sum of: \$952,350.00

ALTERNATES:

1. Dirt work and grading at Canyon View. We will obtain exact pricing for this work once we have the grading plan. Cost with 15% mark up - To be determined
2. Install shade shelter with metal roof 20' by 20' at Lincoln Park. See attached info sheets. Cost \$37,370.00

^{DS}
GMPUDRSS
^{DS}
DAJ

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.

Due to the uncertainty and volatility in raw material supplies, material costs and shipping delays, price is valid for 30 days from the date of this proposal. See first paragraph.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion. The recommendations of the soils engineer must be followed in

order for this warranty to be in effect. 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. There is an additional five year warranty on the PT slabs.

This proposal excludes any permits or fees, which may be required in your jurisdiction. If permits or plan fees are required, the owner will be liable for all associated additional costs and expenses.

When patching cracks or resurfacing courts with cracking, Renner Sports guarantees the cracks will reappear, and that they can reappear within 24 hours, depending upon temperature fluctuations.

Concealed, Unforeseen and/or Latent Conditions – Older tennis courts that have been resurfaced multiple times may experience widespread peeling of the coatings from the substrate following resurfacing. There comes a point where the coatings become too thick and the bond to the substrate is compromised. There is no way to ascertain this condition prior to resurfacing. Should this condition occur, the removal of the old coatings will be accomplished on a time and materials basis and billed to the owner.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. 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. Potable water will be available within fifty feet (50') of the site (for use with standard ¾" garden hoses).

Payments. The below payment schedule will be required and requires a **down payment/deposit of 0% of the proposed amount prior to ordering materials and scheduling work**. Progress payments will be required according to the following milestones:

- **\$23,000.00 due upon completion of the site and grading plan and PT design drawings for Canyon View.**
- **\$8,000.00 due upon completion of the design drawings for Lincoln Park.**
- **A schedule of values for the construction will be provided with a detailed break out of the various scope items.**

Payment requests will be issued in accordance with the above payment schedule and are due within 30 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. 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 in an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied.

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.

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 Surfaces as soon as possible.

Authorized Signature: Neal DePooter
L.E.R., Inc. dba Renner Sports Surfaces - Sales

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: _____ Signature: _____

Title: _____

Date: _____ Signature: _____

L.E.R., Inc. dba Renner Sports Surfaces
Greg C. McKenna, President



June 23, 2022

Ken Sherbenou

City of Grand Junction

Job Name: Design Build Canyon View Tennis Courts and Lincoln Park Pickle Ball Courts

Dear Ken,

Here are approximate time lines for the design and construction. Some of the work will push into 2023 due to long lead times on materials and temperature restrictions on color surfacing.

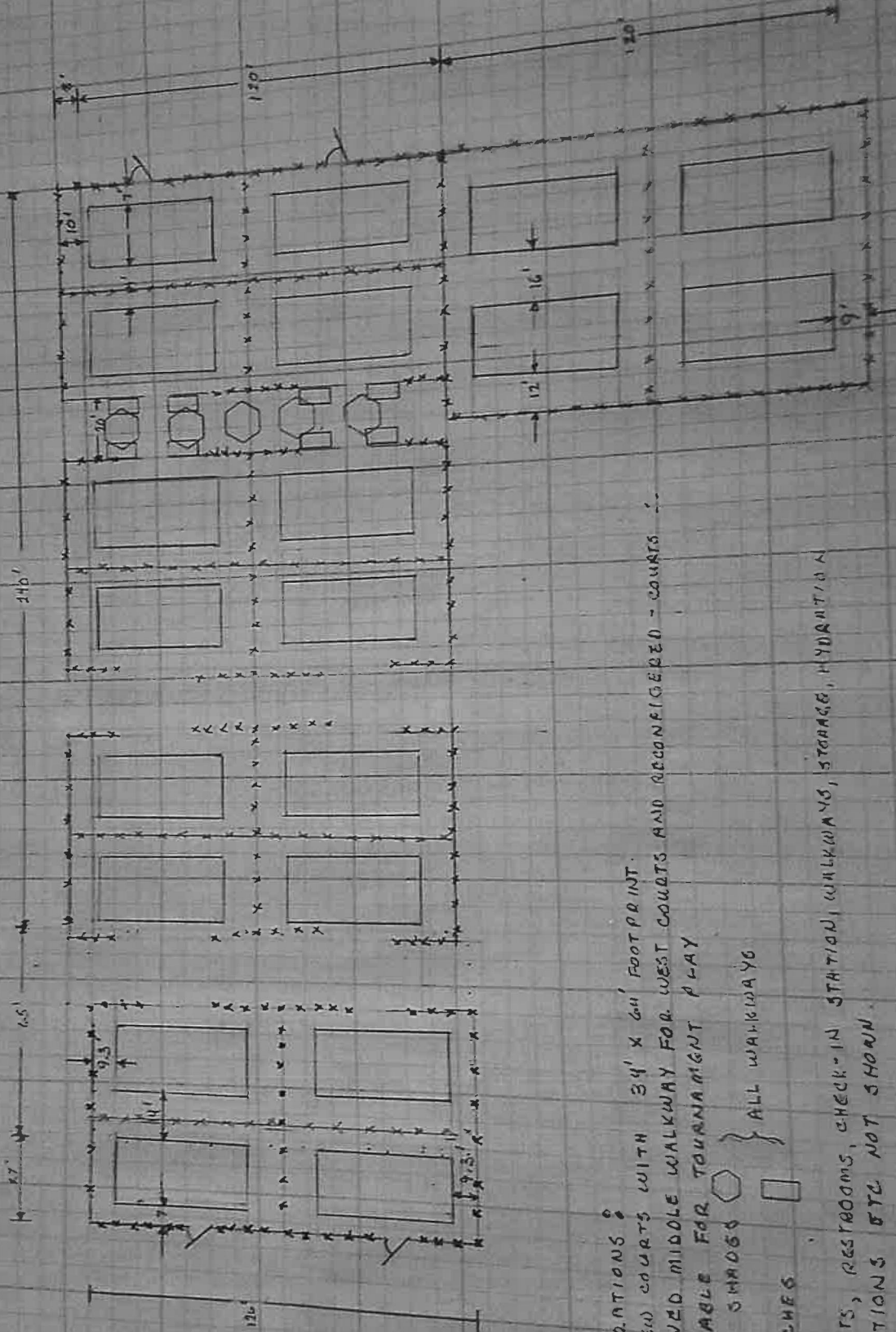
Canyon View

1. Obtain permits. I am not sure how long this will take. Maybe four weeks depending on how busy they are.
2. Provide a site plan, grading plan and engineer stamped design drawings for the post-tensioned courts. Provide specifications and product data submittals. Four weeks
3. Obtain pricing for the dirt work and grading and sign a contract with the excavator. Three weeks
4. Dirt work and grading. Three weeks
5. Construct 4 new tennis courts 10 weeks This includes a four week cure on the concrete prior to the surfacing.

Lincoln Park

1. Permits, same as above.
2. Install shade shelter with metal roof 20' by 20'. Six weeks for install. Lead time is long on shelters, about four months.
3. Demo existing fence and extend concrete slab 10' to the north. Four weeks.
4. Resurface the existing courts making them into 20 pickle ball courts. Four weeks
5. Install new 4' high and 10' high fencing. Five weeks

FOR DISCUSSION
 LINCOLN PARK TENNIS COURT EXPANSION PROJECT
 "PREFERRED" DIMENSIONS
 12 NEW COURTS, WEST COURTS RECONFIGURED



- CONSIDERATIONS:
- 12 NEW COURTS WITH 34' X 64' FOOTPRINT.
 - REMOVED MIDDLE WALKWAY FOR WEST COURTS AND RECONFIGURED - COURTS
 - SUITABLE FOR TOURNAMENT PLAY
 - SUN SHADES } ALL WALKWAYS
 - BENCHES }
 - LIGHTS, RESTROOMS, CHECK-IN STATION, WALKWAYS, STORAGE, HYDRATION STATIONS ETC NOT SHOWN.
 - FENCING 8' X 8' FOOT } OR 4 FOOT } X 10 FOOT }



THE ULTIMATE
SURFACE EXPERIENCE

Organization Background, History and Overview

Thank you for your consideration in LER, Inc. dba Renner Sports Surfaces for the upcoming tennis and pickle ball court project located at Canyon View and Lincoln Parks. We are a full-service tennis court contractor specializing in design-build projects with offices located in Denver, CO and Salt Lake City, UT. We construct over 150 courts every year.

Renner Sports Surfaces was incorporated and formed in 1997 by Lee Renner, the former owner of Malott Peterson Renner. The company was purchased by Beynon Sports which is part of the Tarkett Sports Group, an international leader in sports products and facilities. Our mission is to provide the highest quality construction with unparalleled customer service.

Our scope of services includes design-build projects, consultation, layout, fine grading, post-tensioned concrete, color surfacing, fencing, lighting and equipment installation. We have two Certified Tennis Court Builders accredited by the American Sports Builders Association on staff. Our Operations Manager is a Level 2 Certified Post Tensioning Inspector and our Superintendents are Level 1 Certified Post Tensioning Installers. We employ 20 office staff and 140 superintendents, foreman and laborers during our peak summer months.

Our estimating and management team has over 250 years of combined experience in the field of court and running track construction and combined with our professional installers we have well over 450 years of combined experience. By maintaining memberships in industry associations, Renner Sports Surfaces stays current with new developments within the industry. In addition, our Research and Development team is constantly working with new and innovative surfaces and end-users to modify and improve on our current processes and build your dream facility.

Renner Sports Surfaces is a builder member of the American Sports Builders Association, the Post-Tensioning Institute, American Concrete Institute and the American Society of Concrete Contractors.

Renner Sports specializes in construction of post-tensioned concrete sports courts and running tracks. Many of our projects involve an overlay of existing asphalt courts using this as a stable base rather than complete removal and haul away. This saves on demolition costs.

With post-tensioned concrete we can span unstable soil conditions, increase resistance to settling and heaving, eliminate cold joints around net and fence posts, create better uniformity of play and provide consistent slope for drainage. With post-tensioned concrete we can eliminate potential liabilities due to structural cracking. Post-tensioned concrete will outlast asphalt four times over and not require yearly maintenance of cracks. Players and owners love our courts.



THE ULTIMATE
SURFACE EXPERIENCE

References

Arvada Tennis Center

Owner: Apex Park and Recreation District Arvada CO

Eight PT outdoor tennis courts and 4 PT indoor tennis courts done in 2017

Mark Baird 303 424-2739

Huston Lake Park

Owner: Denver Parks and Recreation Denver CO

Three PT tennis courts and four pickle ball courts done in 2018

Heather Runkel 720 232-7675 or Jennifer Olson 720 913-0609

Meadowood Park

Owner: Aurora Parks and Recreation Aurora CO

Four PT tennis courts and one basketball court done in 2016

Katie Thompson 303 739-7156

Holy Family High School

Owner: Holy Family High School Broomfield CO

Seven PT tennis courts done in 2021

Matt Montgomery 303 410-1411

EXPERIENCE OF KEY PERSONNEL—L.E.R., Inc.

L. E. R., INC. dba Renner Sports Surfaces employs key management personnel with over 600 years of combined experience in the design, construction and repair of tennis courts and running tracks. In addition, our Crew Chiefs have a combined experience of over 100 years, with capabilities of staffing multiple crews for all phases and types of tennis court and running track projects. Renner Sports Surfaces is a builder member of the American Sports Builders Association; with two Certified Tennis Court Builders and a Certified Track Builder on staff. We are also members of the American Society of Concrete Contractors. L. E. R., Inc. has a bonding capacity of \$5,000,000 single project and \$75,000,000 aggregate, with an underwriting company rated by AM Best as A++, XV.

Greg McKenna, Certified Track Builder, President: Greg started in the industry in 1984 as a field technician in post-tensioned concrete construction. He quickly developed new innovative processes for this type of construction, shortening construction time from one to two weeks, to a couple of days, without sacrificing quality. Greg also moved through the ranks, proving himself as one of the top Operations Managers, nationwide, in this industry. Greg has extensive experience in both running track and tennis court construction. Greg's primary duties are the oversight of the field operations (projects and personnel); the secondary duties are in estimating and design.

Neal DePooter, Tennis Division Manager: Neal is our Chief Estimator for tennis court construction, and has over thirty years of experience in tennis court construction, estimating and sales. He began in this industry as a field technician, working into his current position. Neal's experience encompasses all phases of tennis court construction, to include new construction and resurfacing. His extensive knowledge of common problems found on tennis courts and their solutions makes Neal an invaluable asset to the industry.

Colin Donovan, Certified Tennis Court Builder, Tennis Court Sales: Colin started in the tennis court industry in 1984 as a summer job while in college. He began by building and resurfacing clay tennis courts and then moved on to hard court construction and resurfacing. His knowledge and expertise encompass all facets of the tennis court construction industry, as well as acrylic coatings and latex track surfaces. Colin has earned the designation of Certified Tennis Court Builder.

Greg C. McKenna

5863 Cole Way
Arvada, CO 80004
(303) 944-2448

Experience:

Renner Sports Surfaces, Denver, CO
President

March 2009 – Present

- Oversee all operations of the corporation including construction, estimating, sales, personnel, general corporate policies, equipment purchases, and general financial matters
- Chief estimator for tennis court and running track construction, supervising sales/estimators in both divisions
- Work with owners, general contractors, and vendors to develop strong relationships
- Assists in all design/build projects in developing accurate specifications and standards

Renner Sports Surfaces, Denver, CO
Vice President/Operations Manager

March 2003 – February 2009

- Oversee multiple superintendents and foremen on all aspects of general construction including post-tensioned concrete, fencing, running tracks, and clay tennis courts, as well as surfacing for tennis courts
- Manage projects of all sizes from \$5,000 to \$2,000,000
- Review budget vs. actual costs
- Create estimates for new projects
- Work with owners and general contractors to facilitate successful relationships
- Assist management staff with all aspects of the company

Southwest Recreational Industries, Inc., Denver, CO
Operations Manager

1997 – 2003

- Oversee multiple superintendents and foremen on all aspects of general construction including post-tensioned concrete, fencing, running tracks, clay tennis courts, hard courts, and artificial turf fields
- Manage projects ranging in size from \$30,000 to \$1.5 million
- Review budget vs. actual costs
- Create estimates for new projects
- Work with owners and general contractors to facilitate successful relationships

Malott Peterson Renner, Inc., Denver, CO
Operations Manager, Construction Superintendent, GC Foreman

1983 – 1997

- Oversee multiple superintendents and foreman on all aspects of production in tennis courts and running tracks
- Manage projects of all sizes, coordinated materials and sub-contractors for smooth performance
- Create estimates for new projects

Comparable Projects:

Mr. McKenna's experience ranges from projects of a single court for a homeowner to full athletic stadiums including running tracks, multiple tennis courts, artificial turf fields, drain systems, and seating areas. He has worked for clients ranging from the private homeowner, country clubs, tennis and athletic clubs, municipalities, special recreation districts, high schools, colleges, and the country's military academies. The scope of work includes estimating, layout, design, and construction. He was heavily involved in all phases of the University of Virginia (a design/build project) and New Mexico State University projects, as well as hundreds of other projects.

Memberships & Awards:

American Sports Builders Association, member since 1990's
Malott Peterson Renner Foreman of the Year multiple times
University of Texas—Project Management Certification
American Concrete Institute—Certified Technician and Finisher



Blaine Wilkins

Regional Construction Manager/Superintendent
775 Canosa Ct., Denver, CO 80204

Blaine has 17 years of experience in Commercial & Athletic construction. He has supervised and been hands on in construction of millions of square feet of commercial and athletic projects. Blaine has taken numerous assignments from development, to handing over these projects to the owners. He has developed strong relationships with subcontractors, owners, and owner representatives to facilitate successful projects. Blaine's main responsibilities are to provide project supervision and management to different athletic projects. To include: athletic field (FieldTurf), tennis court, basketball court, and running track (Renner) renovations and new build projects.

Blaine is PTI Certified, through the Post-Tensioning Institute and has successfully completed the 10-hour OSHA program.

Partial List

- Heath M. S. - Football field
- Greeley West H.S. - Track and Field Stadium
- Frontier Academy – Soccer field & soccer practice field
- Valley H.S. – Football field
- U.S. Air Force Academy - Stadium Field
- Falcon H.S. – Baseball field
- District 6 Stadium & Soccer Complex -
- Island Grove – Softball Field
- Colorado State University – Jack Christiansen Memorial Track (build)
- Tekamah, NE – Track (build)
- Wall Park Tennis Center – Kansas - 6 courts
- Kent Denver H.S. – 6 courts
- Gaylord Rockies Resort – Denver – 2 courts & Basketball court
- Western New Mexico University – Tennis Courts
- City of Denver – Parks – Huston Lake Park & Eisenhower Park – 4 courts at each
- Broomfield H.S. – 8 courts
- Arvada Apex Tennis Center – 12 courts (8 outdoor & 4 indoor) *Indoor awarded “Outstanding Indoor Tennis Facility of the Year” by ASBA
- Ponderosa H.S. (Douglas County School District) – 4 courts
- Weld county H.S. #2 (Severance) – 4 courts
- Deming High school – New Mexico – 2 courts
- Broadmoor Hotel & Resort – Clay & Regular tennis courts
- Denver Tennis Center



THE ULTIMATE
SURFACE EXPERIENCE

Clifford R. Null

1790 Webster St.
Lakewood, CO 80214
(303) 419-7752

cnull@rennersports.com

Experience:

Renner Sports Surfaces, Denver, CO
General Construction Superintendent

February, 1999 - Present

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts, including grading, concrete slabs, fencing, light poles, curb & gutter, sidewalk, and patterned concrete
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Southwest Recreational Industries, Denver, CO
General Construction Foreman

July, 1997 – February, 1999

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts and running tracks, including grading, concrete slabs, fencing light poles, curb & gutter, sidewalk, and track drainage systems
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Malott Peterson Renner, Denver, CO
General Construction Foreman

July, 1990 – July, 1997

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts and running tracks, including grading, concrete slabs, fencing light poles, curb & gutter, sidewalk, and track drainage systems
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Comparable Projects:

Mr. Null has worked on over 500 projects ranging in size from single courts to fifteen (15) courts. The scope of work on almost all of them includes site grading, building and pouring post-tensioned concrete slabs, installing fence and light posts, and installing net posts and seating areas. A number of projects included retaining walls—both to support the court on hillsides and to enclose the court.

Locations and size of comparable projects include University of Virginia (14 courts), Brigham Young University (10 courts), Central & Centennial High Schools, Pueblo, CO (15 courts), Copper River (12 courts), Pueblo High School, Tucson, AZ (10 courts), Colorado Athletic Club at Inverness (12 courts), New Mexico State University (12 courts), Grants High School, Grants, NM (4 courts), and hundreds of smaller projects in Colorado, Nevada, New Mexico, Utah, and Arizona

Professional Affiliations:

American Concrete Institute—Certified Technician and Finisher
Renner Sports Surfaces Foreman of the Year 2005



Craig Stoffel, PLA

Landscape Architect/Sports Courts

Craig has well over a decade of experience in a broad range of projects, including athletic complexes, K-12 and higher education campuses, resorts, state and local parks, National Park Service master planning, green infrastructure master planning, trails, river restorations, streetscaping, and urban revitalization.

As a versatile landscape architect, Craig has overseen projects from preliminary concept stages to final site supervisions. He's been responsible for design development, project coordination, client liaison, public meetings, and construction administration. Craig is committed to designing state-of-the-art sports complexes and campuses with an emphasis on safety, equity, and accessibility for all. He brings extensive knowledge of products and systems related to turf, pads, courts, fields, lighting, and detailed specifications.

Craig also has shown his commitment to the American Society of Landscape Architects (ASLA) Colorado chapter, including serving as president in 2018.

Total Experience

16 years

Registrations

Professional Landscape Architect, CO

Education

BS. Landscape Architecture, Colorado State University

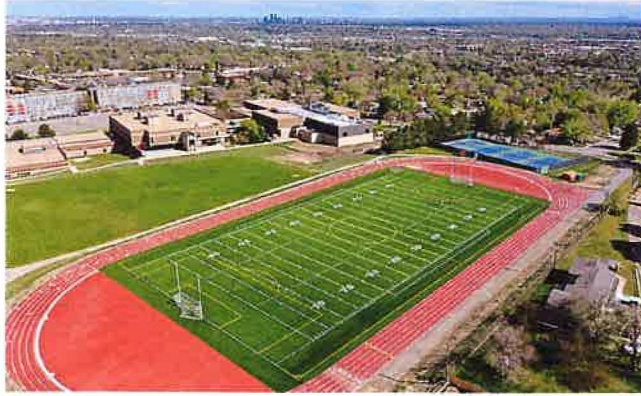
Select Experience*

- Aurora Sports Park Expansion, Aurora, CO
- Denver Tennis Park (Six exterior courts), Denver, CO
- South Suburban Parks & Rec, Recreation Complex, Highlands Ranch, CO
- Arvada High School (Track/Multi-use field), Arvada, CO
- Chatfield High School (Track/Multi-use field), Littleton, CO
- Conifer High School (Track/Multi-use field/Baseball/Softball/Tennis Courts), Conifer, CO
- Dakota Ridge High School (Track/Multi-use field), Littleton, CO
- Lakewood High School (Track/Multi-use field), Lakewood, CO
- Ralston Valley High School (Track/Multi-use field/Tennis courts), Arvada, CO
- West Jefferson Middle School (Multi-use field), Conifer, CO
- Columbine High School (Track/Multi-use field), Littleton, CO
- Golden High School (Track/Multi-use field), Golden, CO
- Green Mountain High School (Track/Multi-use field/Tennis/Batting cage), Lakewood, CO
- Pomona High School (Track/Multi-use field), Arvada, CO
- Standley Lake High School (Track/Multi-use field), Westminster, CO
- Alameda International Jr./Sr. (Track/Multi-use field), Lakewood, CO
- D'Evelyn Jr. Sr. High School (Track/Multi-use field), Denver, CO
- Jefferson Jr. Sr. High School (Track/Multi-use field), Edgewater, CO
- Lumberg Elementary (Tennis), Edgewater, CO
- Wheat Ridge High School (Track/Sod Field), Wheat Ridge, CO
- Pinnacle Charter Athletic Stadium, Thornton, CO
- Greeley West High School (Baseball/Softball/Tennis Courts), Greeley, CO

*Experience prior to joining Ayres

Related Facility Experience

Following is a snapshot of the experience David Land and Craig Stoffel bring with their combined 36 years of experience working with sports and recreation facilities.



Education K-12

Jeffco Public Schools Synthetic Turf Projects

- » Complete renovation of track and fields across 19 high schools and 1 middle school.
- » Design for post-tension concrete tracks and tennis courts.
- » Converted sod athletic fields to multi-sport synthetic turf fields (football, soccer, lacrosse, baseball, softball).



Adams 12 Five Star Schools

Northglenn High School

- » Track and field renovation

Five Star Stadium

- » Track and field renovation

Aurora Public Schools - District Stadium

- » Field renovation

Boulder Valley School District

Boulder, Fairview, Broomfield, Centaurus and Monarch High Schools

- » Track and field renovation
- Nederland High School Field and Track
- » Track and field renovation

Denver Public Schools

All City Stadium Renovation

- » Track and field renovation
- South High School
- » Baseball and multi-purpose field renovations
- Thomas Jefferson High School Field and Track
- » Track and field renovation



Jefferson County Public Schools

Conifer High School Field and Track

- » Track and field renovation
- Evergreen High School Field and Track
- » Track and field renovation

Larimer County School District - Relocation of Okie

Blanchard Sports Complex

- » Football/Soccer Field
- » 8-Lane Track

Higher Education

Adams State College - Rex Field and Plachy Hall

- » Track and field renovation

Adams State University - High Altitude Events Center

- » 400 meter track replacement
- » 200 meter indoor track

Metropolitan State University of Denver - The Regency Athletic Complex

- » Site design
- » Construction administration

University of Colorado at Boulder

Farrand Field

- » Site design
- » Construction administration

Event Center Courts

- » Site design
- » Construction administration

Air Supported Structure

- » Site design
- » Construction administration

University of Colorado at Colorado Springs - Parking Garage & Recreation Field

- » 1200 car parking structure
- » Intramural synthetic field
- » Designing to LEED Gold standard

University of Denver

NCAA Soccer Field

- » Site design
- » Construction administration

Athletic Art Addition

- » Site design
- » Construction administration

University of Northern Colorado

Butler Hancock Fields

- » Site development for athletics and recreation facilities
- » Tennis courts

Jackson Sports Complex

- » Master planning
- » Site design
- » Construction administration

Athletic Facilities Master Plan

- » Master planning
- » Site design
- » Construction administration



Municipal and Private Party

City of Golden - Rooney Road Youth Sports Complex

- » Master planning
- » Construction documents

Colorado ICE Sports

- » Site design

South Suburban Recreation Complex

- » New recreation complex including three sheets of ice, gymnasium, field house, parking, entry plaza, vehicular and pedestrian bridge, trails, future artificial turf fields.

Denver Tennis Park

- » New tennis facility intended to serve the needs for underprivileged youth programs, Denver Public Schools, and University of Denver tennis students by providing an indoor and outdoor tennis facility with seven indoor and eight outdoor courts. The courts incorporate sports lighting, spectator viewing areas, shade canopies, and a half-court practice high wall.

Aurora Sports Park Expansion

- » Sports park facility with four multi-use synthetic fields, field lighting, awards plaza, restroom/concessions building, water quality and surface water treatment. Aggressive 14 month schedule for the master plan amendment process through construction documents and administration.

KWS Engineering & Development Consultants

Kennith W. Schmidt, Jr., PE

16489 E Berry Avenue
Centennial, CO 800150-4051
Phone 303-478-1987

November 15, 2021

STATEMENT OF QUALIFICATIONS

I have been involved in the design and construction supervision of post-tensioned concrete slab for the past 17 years to include designs of single tennis court and pickleball complexes to multiply court facilities at major universities and several Park and Recreation District. I have provided over **360 post-tension Tennis, Pickleball and Basketball courts designs** from basic schematic drawings to complete construction drawings and specifications for tennis and pickleball courts. The following is a brief summary of the major Post-Tensioned Tennis, Pickleball and Basketball court design projects that I have been involved with and the extent of that involvement.

Professional Organizations

A professional member of the American Sports Builders Association (ASBA) for the past 33 years.
A member of the American Society of Civil Engineers.

Education

University of Wisconsin, Madison Wisconsin, Bachelor of Science in Civil Engineering - May 1969

Professional Registrations

Civil Engineer/Land Surveyor - Colorado PELS # 11150
Civil Engineer - Wyoming PE # 3055
Civil Engineer - New Mexico PE # 13791
Civil Engineer - Utah # 7658333-2202
Civil Engineer - Arizona # 51362
Civil Engineer - Arkansas # 15082
Civil Engineer - Nebraska # E-14675
Civil Engineer - Kansas # 23029

Page #2

Statement of Qualifications

Kennith W. Schmidt, Jr. PE

Tennis and Pickleball post-tensioned concrete court designs

- Steamboat Springs Tennis & Pickleball courts – Steamboat Springs, CO – June, 2016
1 tennis & 1-8 court Pickleball complex
- Huston Lake Park Tennis & Pickleball courts – Denver, CO – January, 2018
1-3 court Tennis & 1-4 court Pickleball complex
- Eisenhower Park Tennis & Pickleball courts – Denver, CO – February, 2018
1-3 court Tennis & 1-4 court Pickleball complex
- Paul Sandoval Park Tennis & Pickleball courts – Denver, CO - June, 2019
1-4 court Tennis & 1-4 court Pickleball complex
- River Run Tennis & Pickleball courts – Grandy, CO - June, 2019
1-1 court tennis & 1-2 court Pickleball complex
- Dillon Town Park Tennis & Pickleball courts – Dillon, CO - June, 2019
1-4 court Tennis & 1-4 court Pickleball complex
- Trails @ Crowfoot Tennis & Pickleball courts – Parker, CO - June, 2019
1-2 court Tennis & 1-4 court Pickleball complex
- Green Valley Ranch Rec. Center Tennis & Pickleball courts – Green Valley, AZ - August, 2019
2-8 court Tennis & 2-4 court Pickleball complex
- Veterans Park Pickleball courts – Grand Island, NE - March, 2020
2-4 court Pickleball complex
- Honey Creek Park Pickleball courts – Superior, CO - June, 2020
1-6 court Pickleball complex
- Bear Valley Park Tennis & Pickleball courts – Lafayette, CO - June, 2020
2-3 court Tennis & 1-4 court Pickleball complex
- Rockin K Community Park Tennis & Pickleball courts – Pima County, AZ - July, 2020
1-4 court Tennis & 1 court Pickleball complex
- Simmons Residence Tennis & Pickleball courts – Cherry Hills Village, CO - February, 2021
1 Pickleball, Tennis & Basketball court
- Stapleton 57 Park Pickleball courts – Denver, CO - March, 2021
1-2 court Pickleball complex
- Aspen Pickleball courts – Aspen, CO - March, 2021
1 Pickleball & Basketball court
- Montclair Tennis courts – Denver, CO - April, 2021
1 Tennis court
- Panorama Park courts – Colorado Springs, CO - April, 2021
2 Basketball courts
- #7 Lynn Road court – Greenwood Village, CO - May, 2021
1 Tennis court
- Country Club of Castle Pines courts – Castle Rock, CO - May, 2021
3 Tennis courts
- Garden of the Gods courts – Colorado Springs, CO - July, 2021
3 Tennis & 6 Pickleball courts
- Cobblestone Ranch courts – Castle Rock, CO - July, 2021
6 Pickleball courts
- Coe College courts – Cedar Rapids, IA - August, 2021
6 Tennis courts



20x20 Mesa



20x30 Orlando 6 post (for illustration only)



ORLANDO MODEL

20' X 20'

SPECIFICATIONS

Dimensions:

Roof Dimensions	20'-0" x 20'-0"
Column Dimensions (Center to Center)	16'-0" x 16'-0"
Minimum Clearance	8'-0"
Roof Height @ Ridge	±11'-5 1/2"
Gable Roof	4:12 pitch
Square Feet Under Roof	400
Date of drawing	June 19, 2017

Columns shall be 6"x 6" steel tube, minimum .120" wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-325 or A-307 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

Trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 24 gauge "J" channel.

Open or welded "C" channel, "I" beams, "S" or "Z" purlins or angle iron shall not be allowed.

11875E. Berry Dr.- Dewey, AZ 86327
Phone (928) 775-3307 Fax: (928) 772-0858
info@classicrecreation.com
www.classicrecreation.com



STANDARD SPECIFICATIONS

w/ TRUZINC RICH PRIMER & SUPER DURABLE POWDER COAT PAINT

GENERAL:

1. All structures shall be designed and fabricated to the IBC (Latest Edition) or current local building code with standard load designs of the greater value of 20# per S.F. minimum live load and 100 mph sustained wind load or site specific conditions and the applicable zone for seismic loads.
2. All members shall be designed according to the "American Institute of Steel Construction (AISC) specifications and the American Iron and Steel Institute (AISI) specifications for cold-formed members.
3. All fabrication welds shall be in strict accordance with the structural welding code of the American Welding Society (AWS) specifications. All structural welds shall be in compliance with the requirements of "Pre-qualified" welded joints. All welding shall conform to ASTM A-233 series E-70XX electrodes - low hydrogen.
Field welding shall not be required.
4. When required, after award of bid, the shade structure manufacturer shall submit structural calculations, sealed by a registered engineer in the state in which the structure is to be erected for review and approval by the approving agency.
5. Manufacturer qualifications: All manufacturers shall have a minimum of (20) twenty years experience in the fabrication of tubular steel shade structures. Shade structure and kiosk fabrication shall be the manufacturer's primary business. Manufacturer shall have fabricated similar structures to that which is specified. All non-specified manufacturers shall submit complete shop drawings indicating type, size & gauge of material used, with detailed connections to the specifying agency or design firm at least 10 days prior to bid opening for review and written pre-approval. All bids submitted without prior approval will be rejected.

FOOTINGS & COLUMNS:

1. Footings shall be structurally engineered by the structure manufacturer to meet local codes and site conditions. (Sample footing drawings shall be made available to the contractor or owner from the manufacturer). When required for structure installation, anchor bolts shall be supplied by the owner / contractor. Columns shall be ASTM 500 grade B. Concrete footing rebar (if required) shall be ASTM A-615 grade 40 #4 bars & smaller, grade 60 #5 bars & larger. Concrete shall be 5 sack mix "Portland" cement. Maximum slump shall not exceed 4". Concrete compressive strength shall be a minimum of 2500 psi @ 28 days.



FRAME MEMBERS AND COMPRESSION RING:

1. 90% of all steel shall be American (domestic) made. Mill certification shall be made available upon request. All frame members shall be one piece structural steel tube with a minimum .120 (1/8") wall thickness, sized according to engineering. All frame members shall be bolted together with bolts totally concealed. All tubing for frame members shall be ASTM 500 grade B. Beam end plates shall be ASTM A36 fy=36,000 psi UNO. Bolts shall be A 307's, or 325's unless noted otherwise.
"I" beams, Angle iron, "C", "Z" or "S" purlins or beams, open or closed, shall not be allowed.

ROOFING:

1. All roofing shall be 24 gauge Zincolume / Galvalume coated steel panels, ICBO #ER-2757. "HR-36" panels shall be 36" wide with 1½" high ribs @ 7.2". All roofing shall be pre-finished with PVF2 (Polyvinylidene Fluoride) Kynar 500 on the top side. All roof panels shall be pre-cut with ribs running with the slope of the roof. Roof fascia trim shall be 1 ½" "J" channel trim 24 gauge Zincolume / Galvalume coated pre-finished matching the roof color. Screws & rivets shall match roof color. No exceptions taken for roof type or trim.

POWDER COATING:

1. All frame members shall be media blasted to a white finish removing all rust, scale, oil and grease. Powder coating for all frame members shall be provisionally warranted for (5) five years with **TRUZINC** 7520-70138 primer with a Dry Film Thickness of (2.0 - 6.0 mils) & hardness of 2H-3H with a Salt Spray Resistance of **6000 hours** and **Super Durable Gloss Polyester 9000** series finish paint (2.5-3.5 mils) with a hardness of H-H2 & has **1000 hour** salt spray resistance. Total of primer & finish paint shall be 4.5-9.5 mils of paint. Finish shall be a smooth uniform surface with no pits, runs or sags. For additional information, please visit <http://www.tcipowder.com/> for a complete list of specifications.

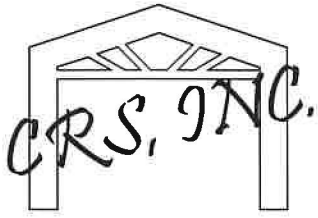
ERECTION:

1. Manufacturer shall supply complete layout and detail plans with installation instructions for the structure. The structure shall be erected in a work-man-like manner with framing, roofing and trim installed according to the manufacturer's installation instructions. Care shall be taken to avoid damaging the structure during installation. Touch up powder coat paint with paint provided to prevent rusting. Components of the structure shall be covered and kept dry prior to erection.

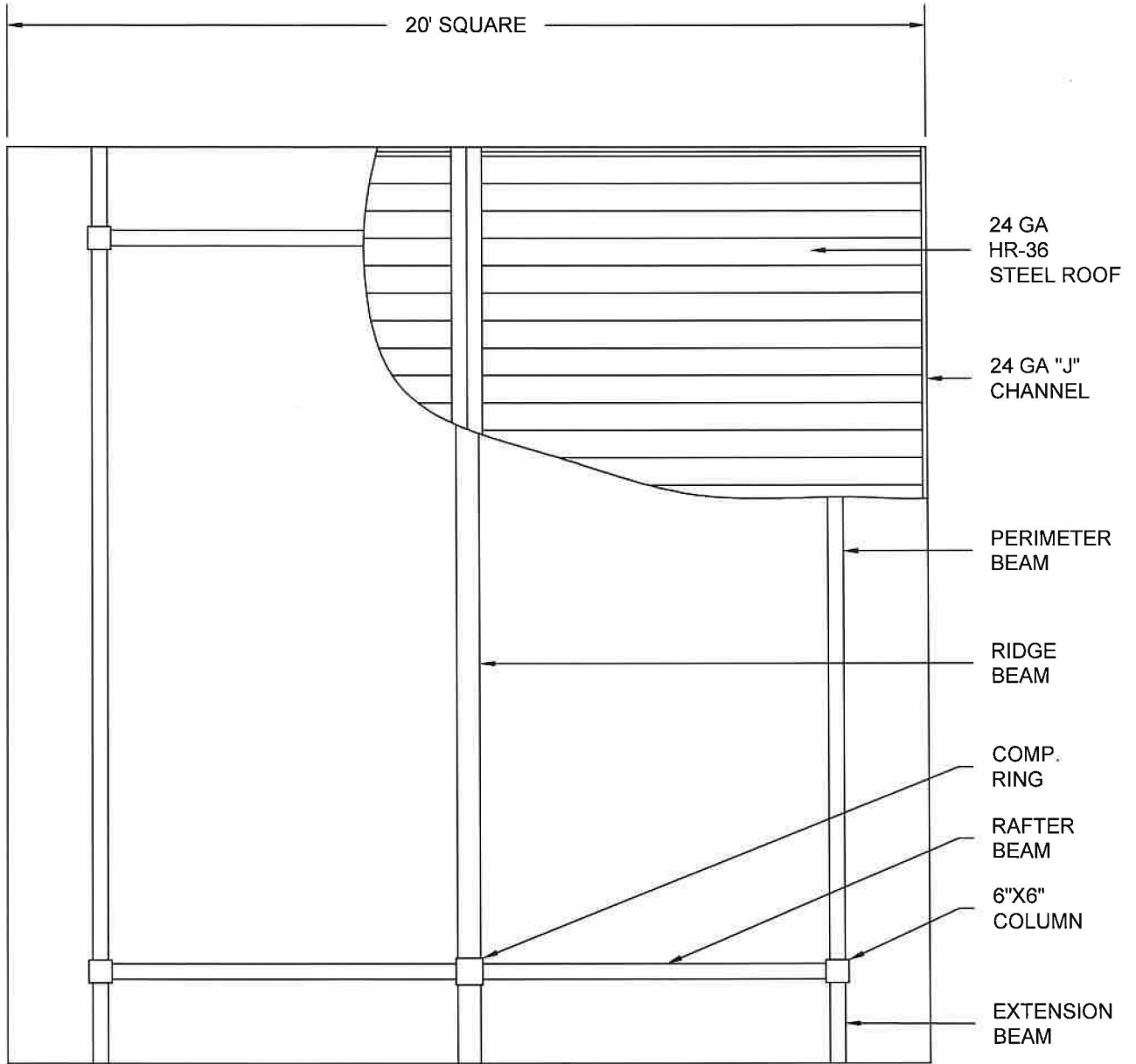
WARRANTEE:

1. Manufacturer shall warranty the structure to be free from defects in material and workmanship for a period of (10) ten years from date of acceptance by owner. Warranty does not include damage from theft, fire, vandalism or acts of God. Manufacturer shall repair or replace structure components of like kind at his option, to match existing material and workmanship. Steel roof finish shall be warranted for (30) thirty years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for (5) five years after acceptance from owner against peeling, flaking and rusting. Warranty does not cover damage caused from shipping, erection of structure, lack of touchup and maintenance, overspray from lawn sprinklers or vandalism. Bolt threads are not powder coated and therefore are not covered under the powder coat warranty.

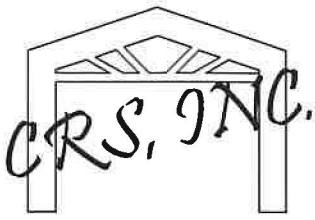
NOTE: Engineering specifications take precedence over drawings if differences occur.



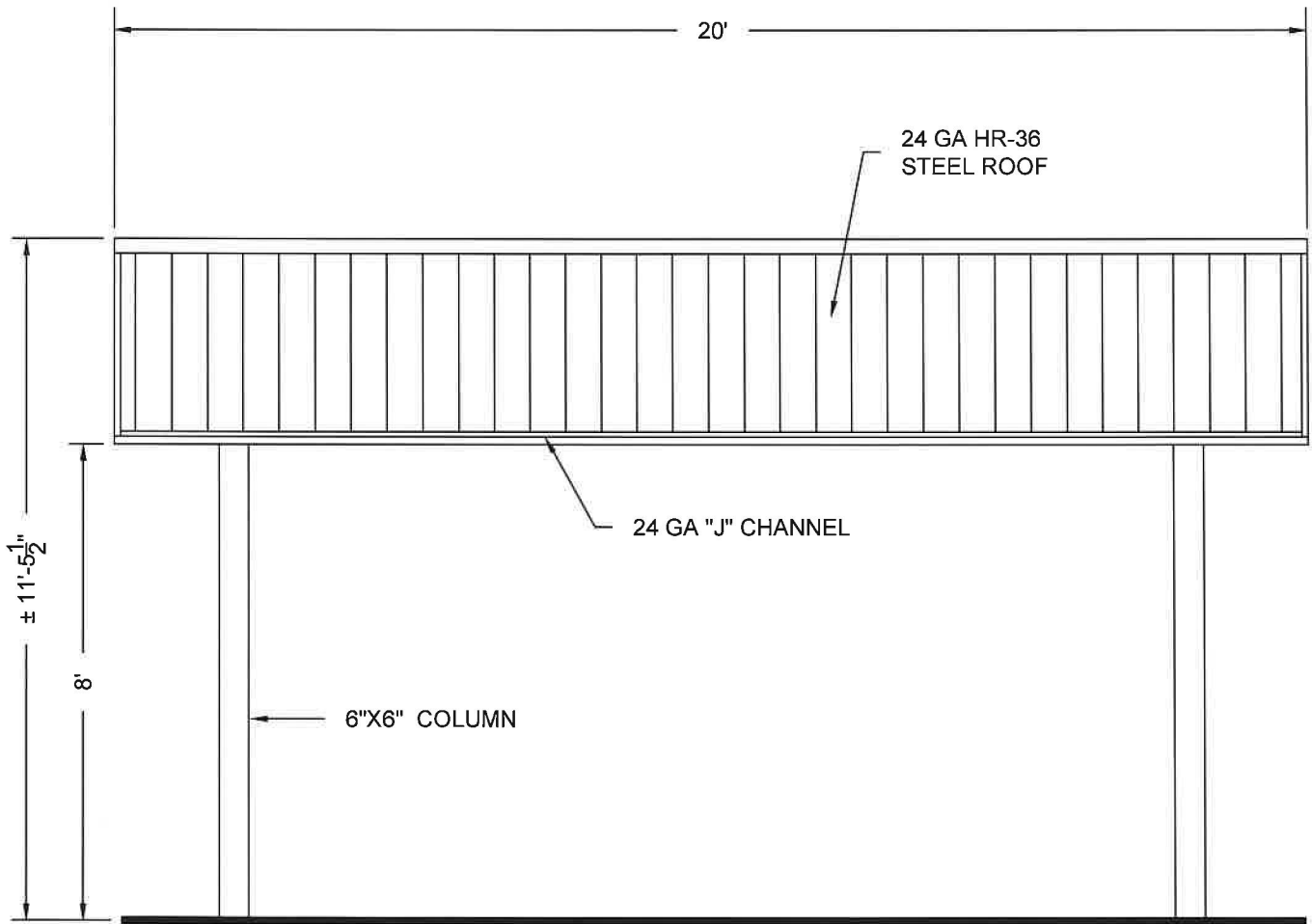
NOT FOR CONSTRUCTION



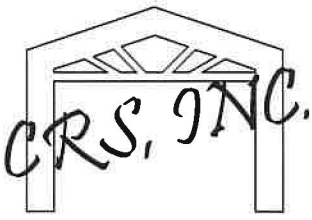
PLAN VIEW 20'X20' ORLANDO MODEL
NTS



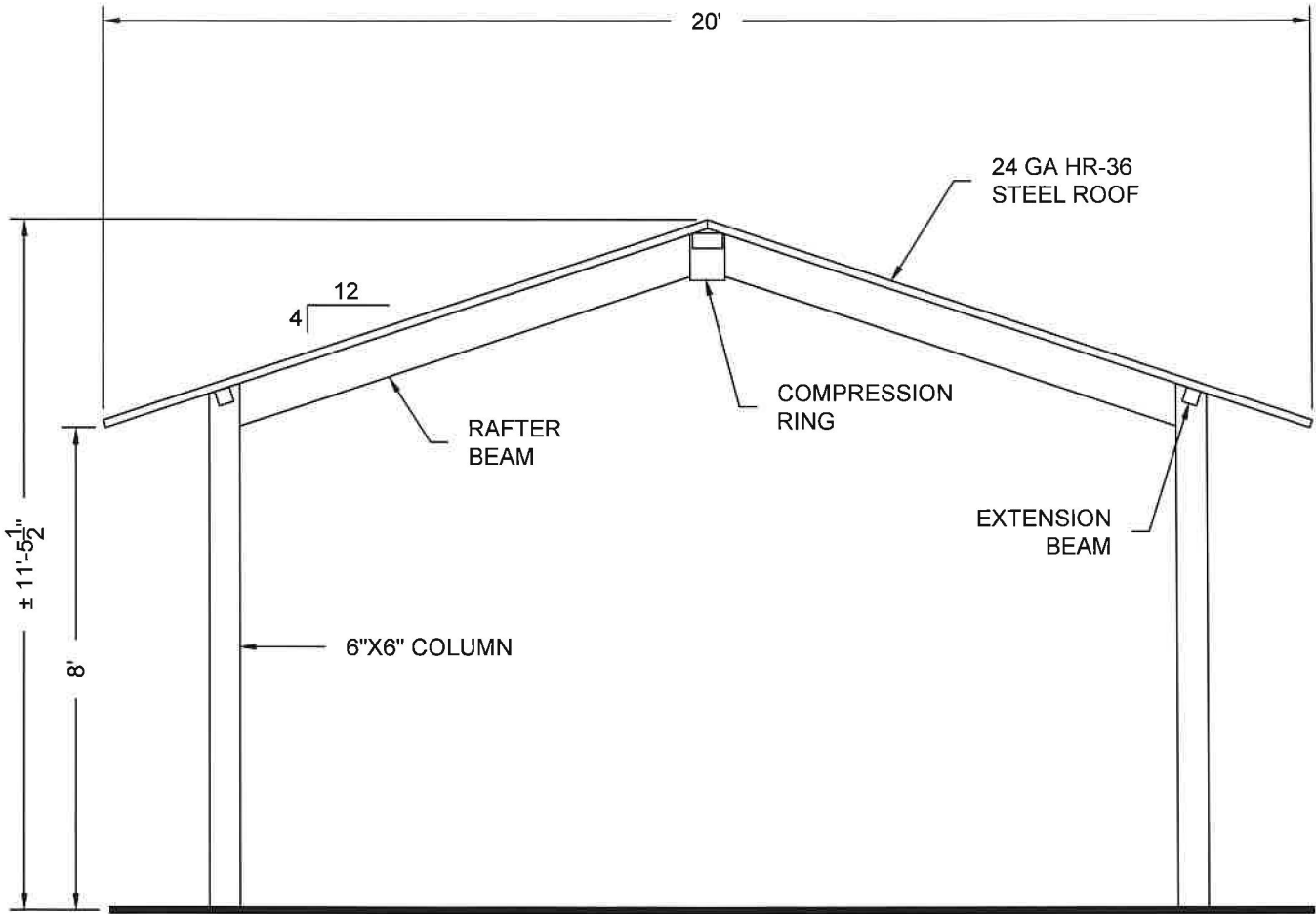
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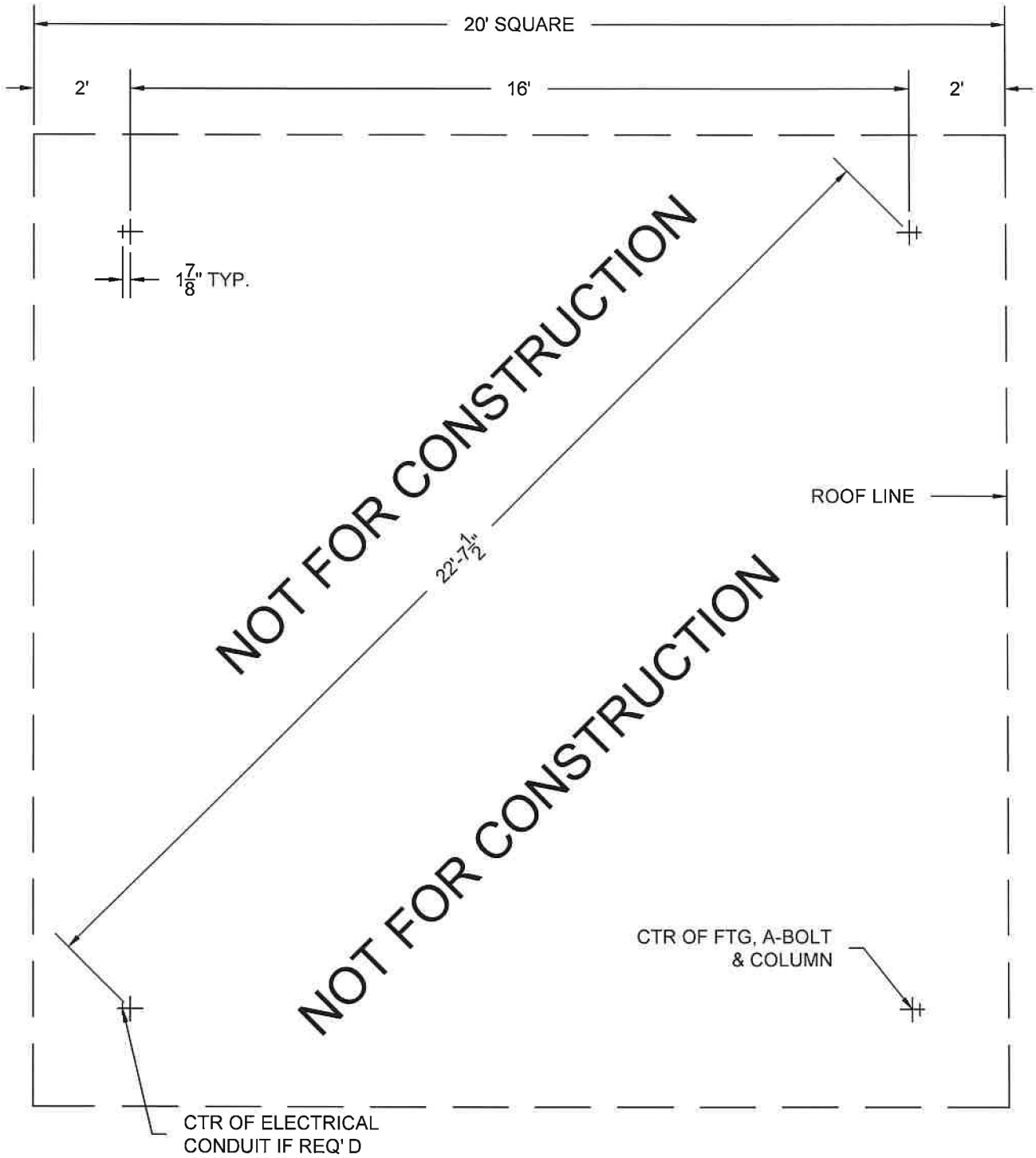
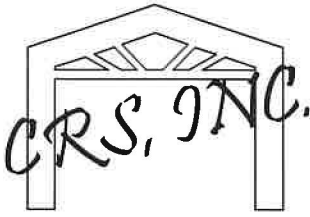
ELEVATION 20'X20' ORLANDO MODEL
NTS



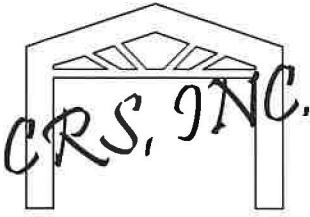
NOT FOR CONSTRUCTION



END ELEVATION 20'X20' ORLANDO MODEL
NTS

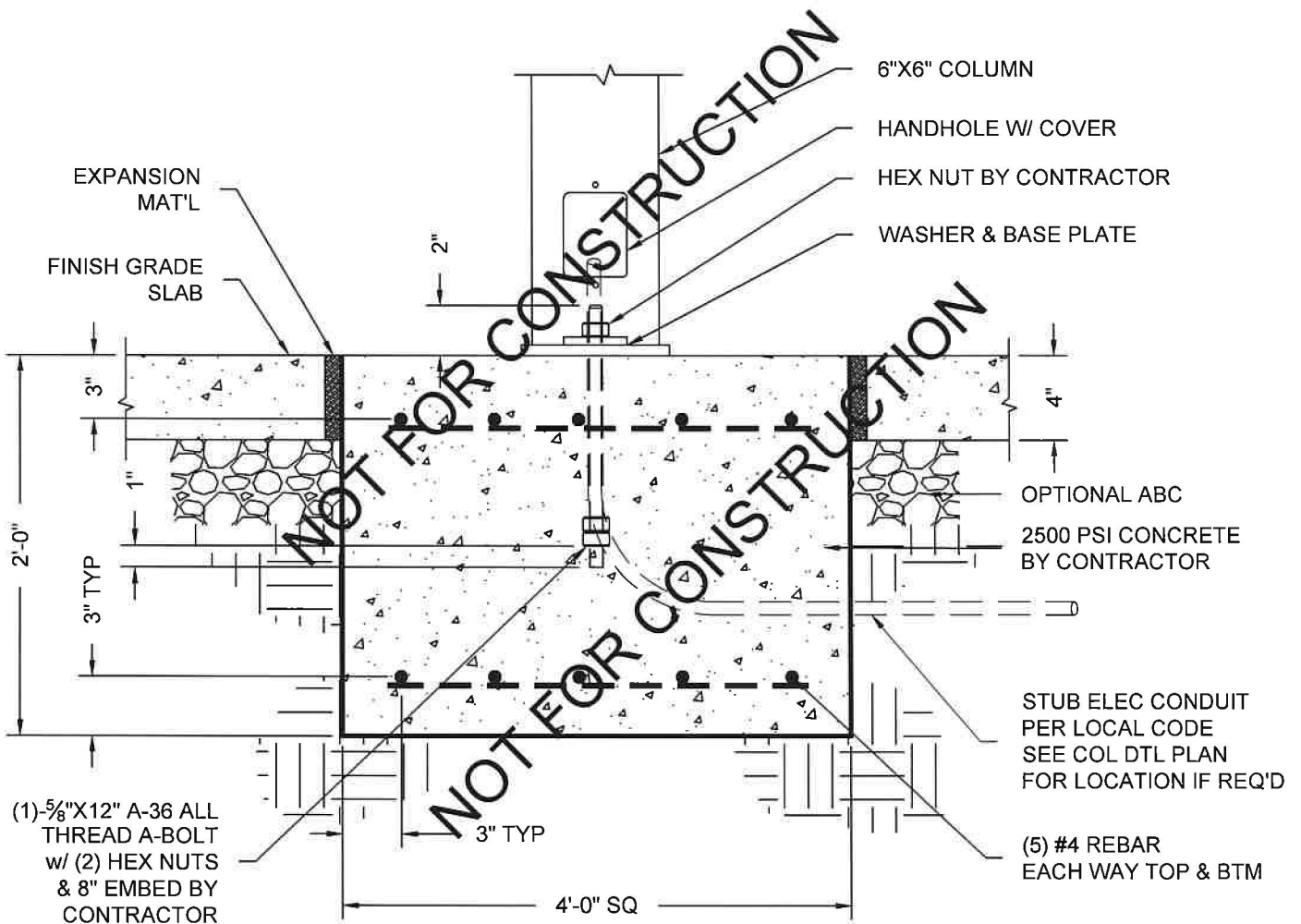
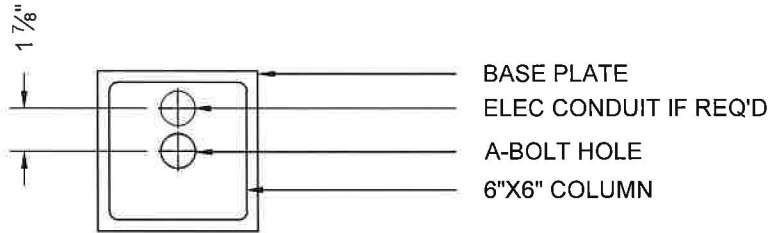


LAYOUT PLAN 20'X20' ORLANDO MODEL
NTS



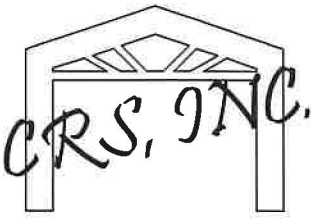
**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



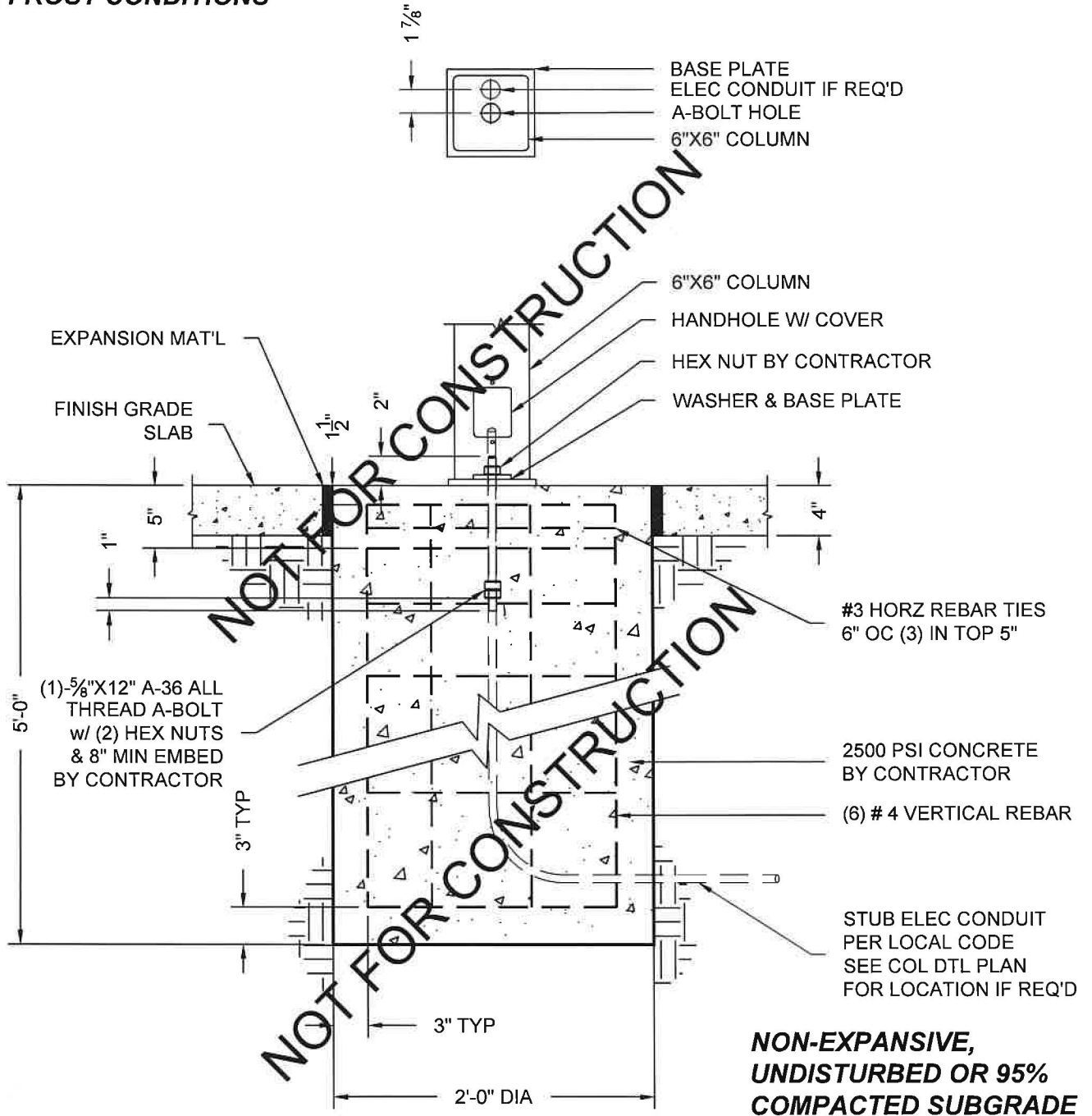
**NON-EXPANSIVE,
UNDISTURBED OR 95%
COMPACTED SUBGRADE**

**1-BOLT SURFACE MOUNT SPREAD FOOTING
20'X20' ORLANDO MODEL
NTS**



**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



**1-BOLT SURFACE MOUNT CAISSON FOOTING
20'X20' ORLANDO MODEL
NTS**



ORLANDO MODEL

20' X 20'

SPECIFICATIONS

Dimensions:

Roof Dimensions	20'-0" x 20'-0"
Column Dimensions (Center to Center)	16'-0" x 16'-0"
Minimum Clearance	8'-0"
Roof Height @ Ridge	±11'-5 1/2"
Gable Roof	4:12 pitch
Square Feet Under Roof	400
Date of drawing	June 19, 2017

Columns shall be 6"x 6" steel tube, minimum .120" wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-325 or A-307 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

Trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 24 gauge "J" channel.

Open or welded "C" channel, "T" beams, "S" or "Z" purlins or angle iron shall not be allowed.



STANDARD SPECIFICATIONS

w/ TRUZINC RICH PRIMER & SUPER DURABLE POWDER COAT PAINT

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POWDER COATING:

1. All frame members shall be media blasted to a white finish removing all rust, scale, oil and grease. Powder coating for all frame members shall be provisionally warranted for (5) five years with TRUZINC 7520-70138 primer with a Dry Film Thickness of (2.0 - 6.0 mils) & hardness of 2H-3H with a Salt Spray Resistance of **6000 hours** and **Super Durable Gloss Polyester 9000** series finish paint (2.5-3.5 mils) with a hardness of H-H2 & has **1000 hour** salt spray resistance. Total of primer & finish paint shall be 4.5-9.5 mils of paint. Finish shall be a smooth uniform surface with no pits, runs or sags. For additional information, please visit <http://www.tcipowder.com/> for a complete list of specifications.

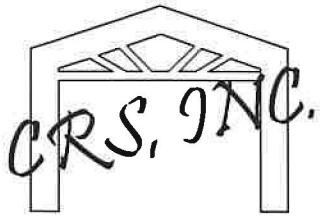
ERECTION:

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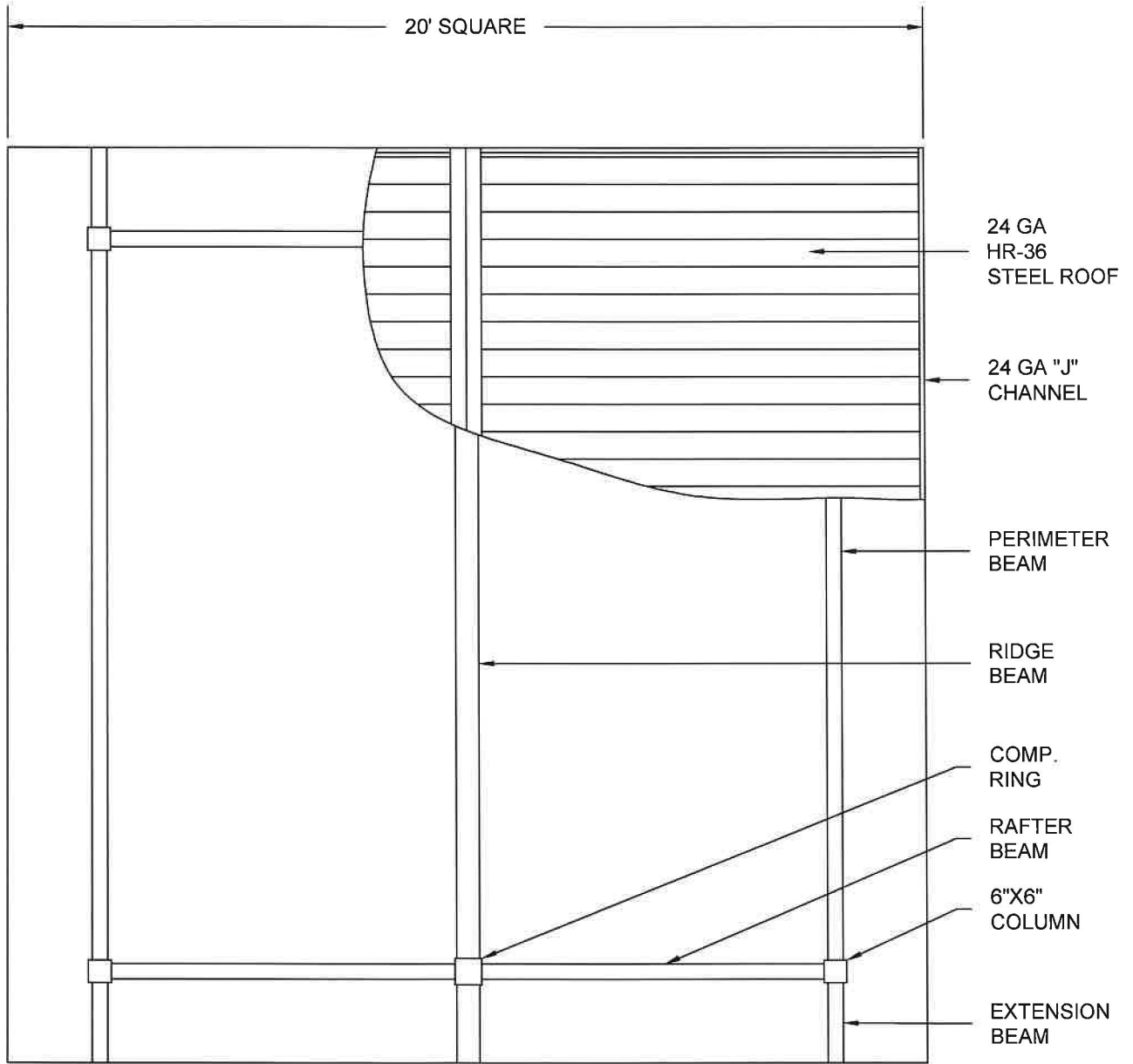
WARRANTEE:

1. Manufacturer shall warranty the structure to be free from defects in material and workmanship for a period of (10) ten years from date of acceptance by owner. Warranty does not include damage from theft, fire, vandalism or acts of God. Manufacturer shall repair or replace structure components of like kind at his option, to match existing material and workmanship. Steel roof finish shall be warranted for (30) thirty years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for (5) five years after acceptance from owner against peeling, flaking and rusting. Warranty does not cover damage caused from shipping, erection of structure, lack of touchup and maintenance, overspray from lawn sprinklers or vandalism. Bolt threads are not powder coated and therefore are not covered under the powder coat warranty.

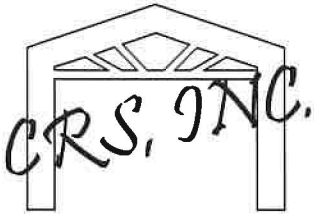
NOTE: Engineering specifications take precedence over drawings if differences occur.



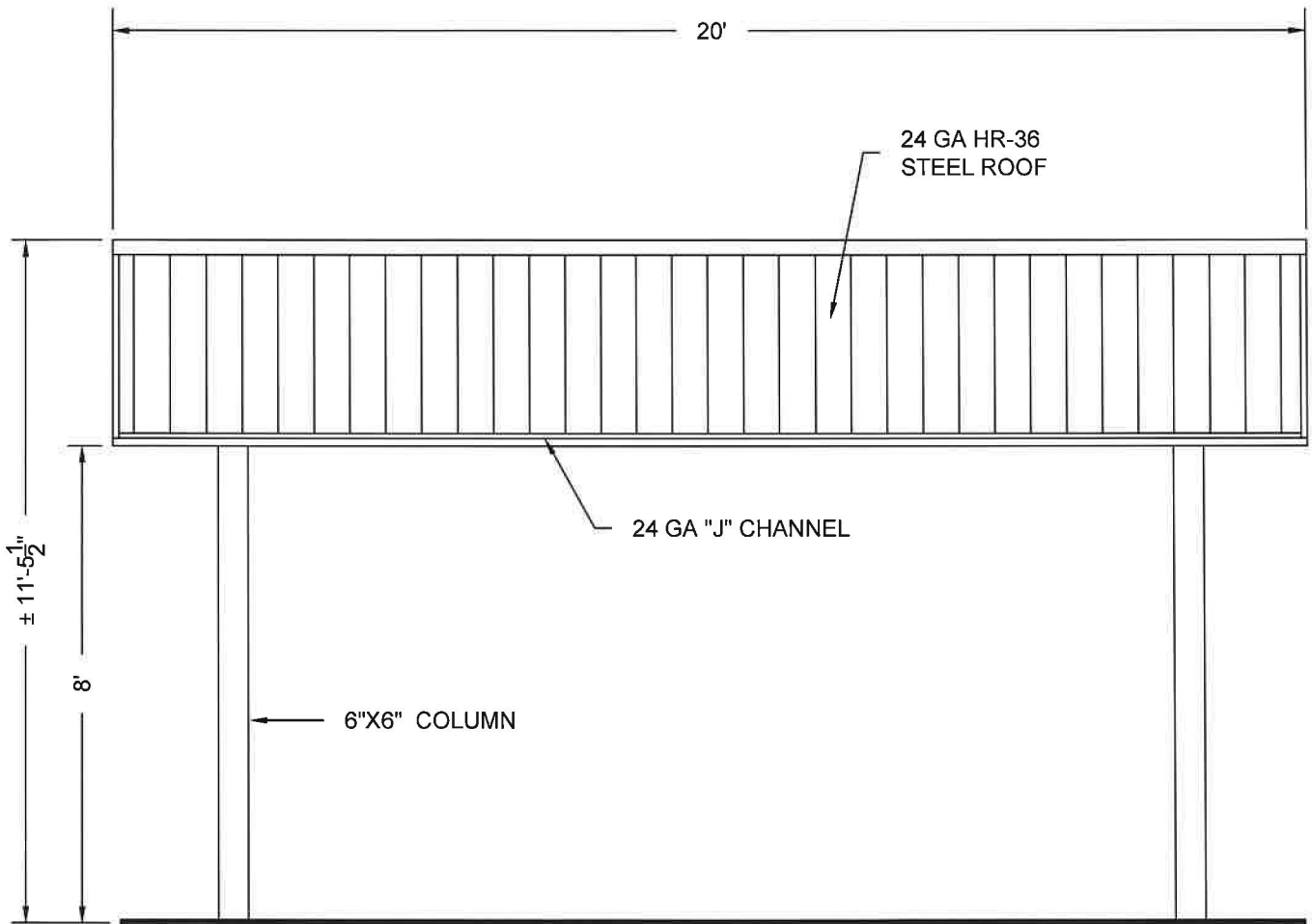
NOT FOR CONSTRUCTION



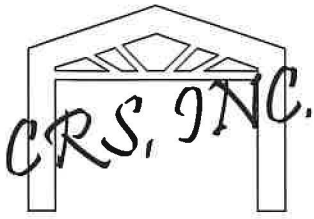
PLAN VIEW 20'X20' ORLANDO MODEL
NTS



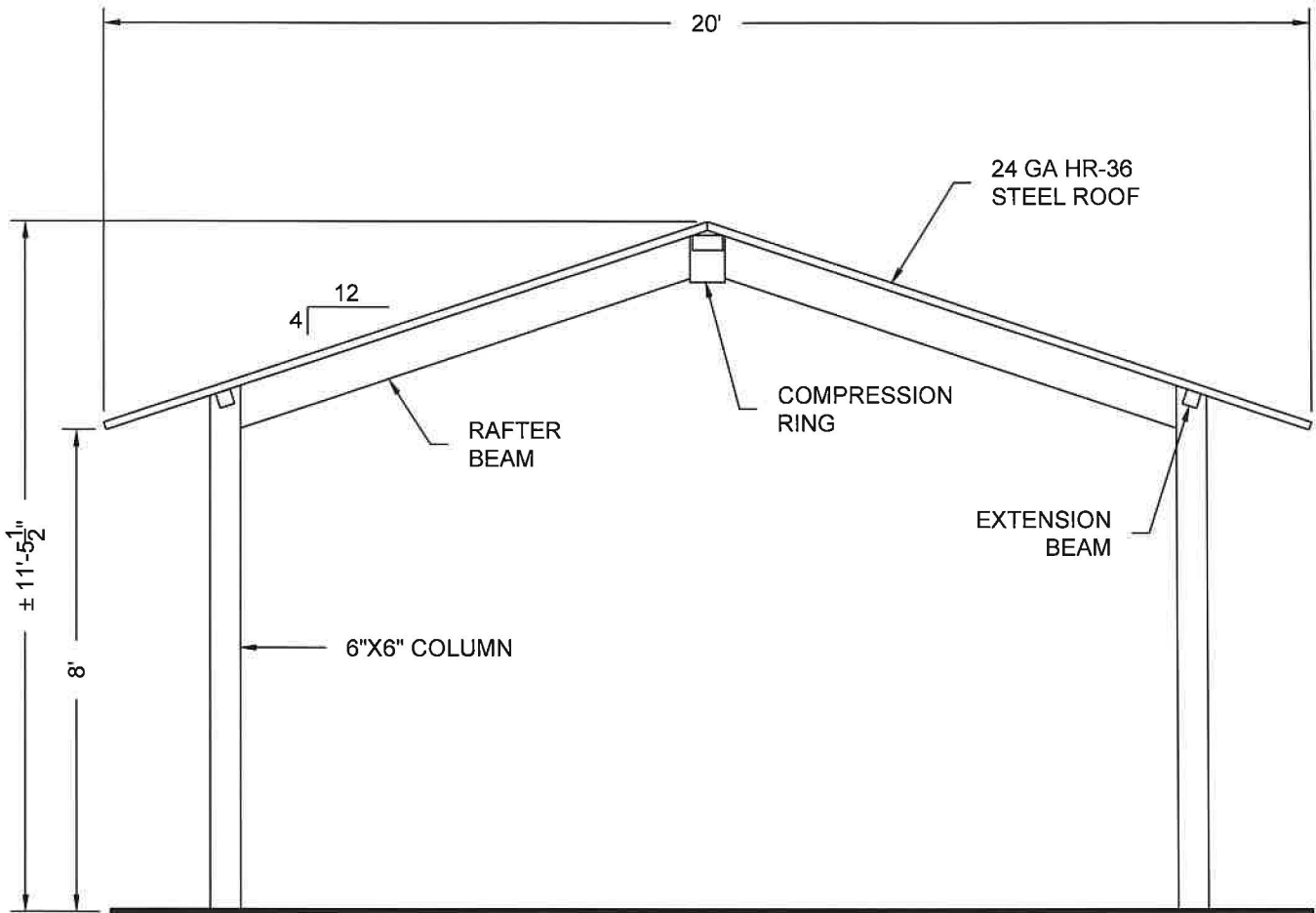
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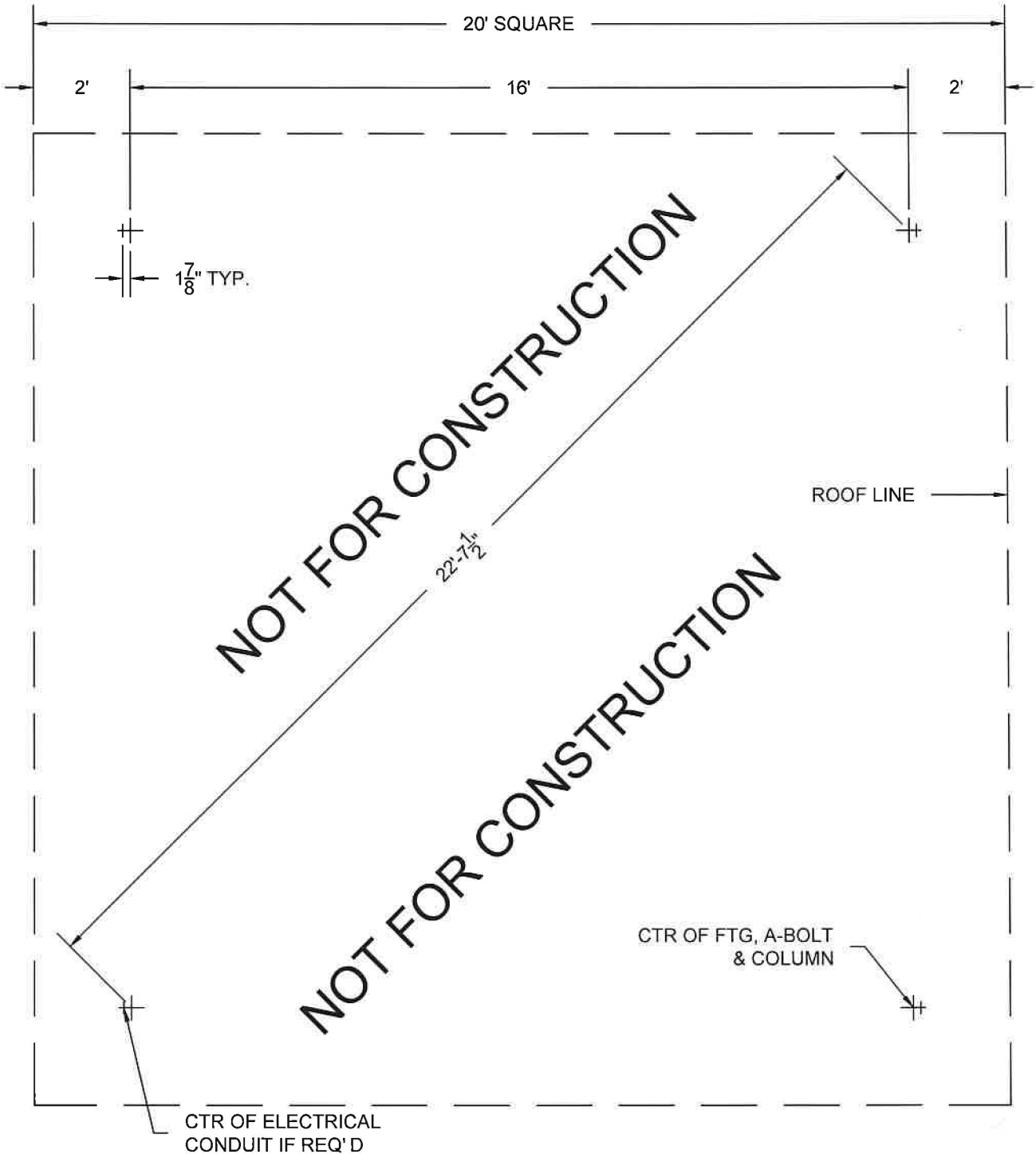
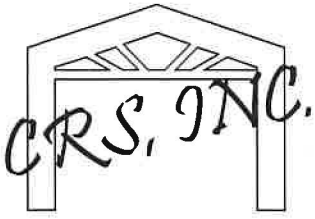
ELEVATION 20'X20' ORLANDO MODEL
NTS



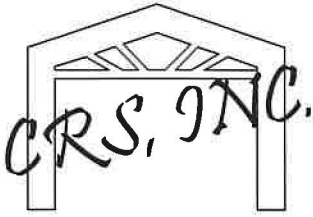
NOT FOR CONSTRUCTION



END ELEVATION 20'X20' ORLANDO MODEL
NTS

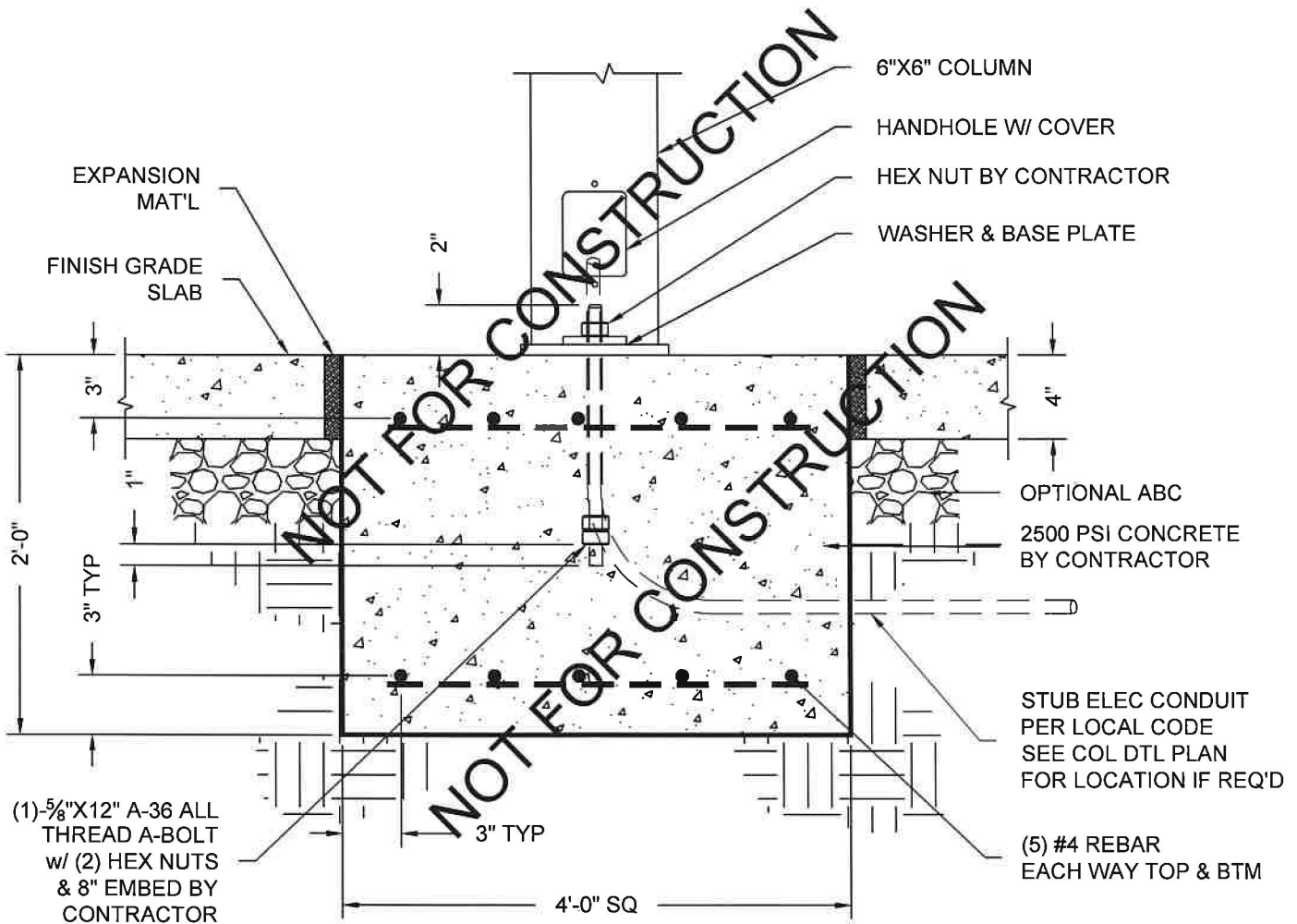
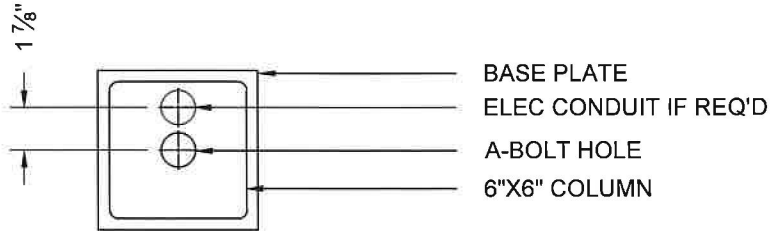


LAYOUT PLAN 20'X20' ORLANDO MODEL
NTS



**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



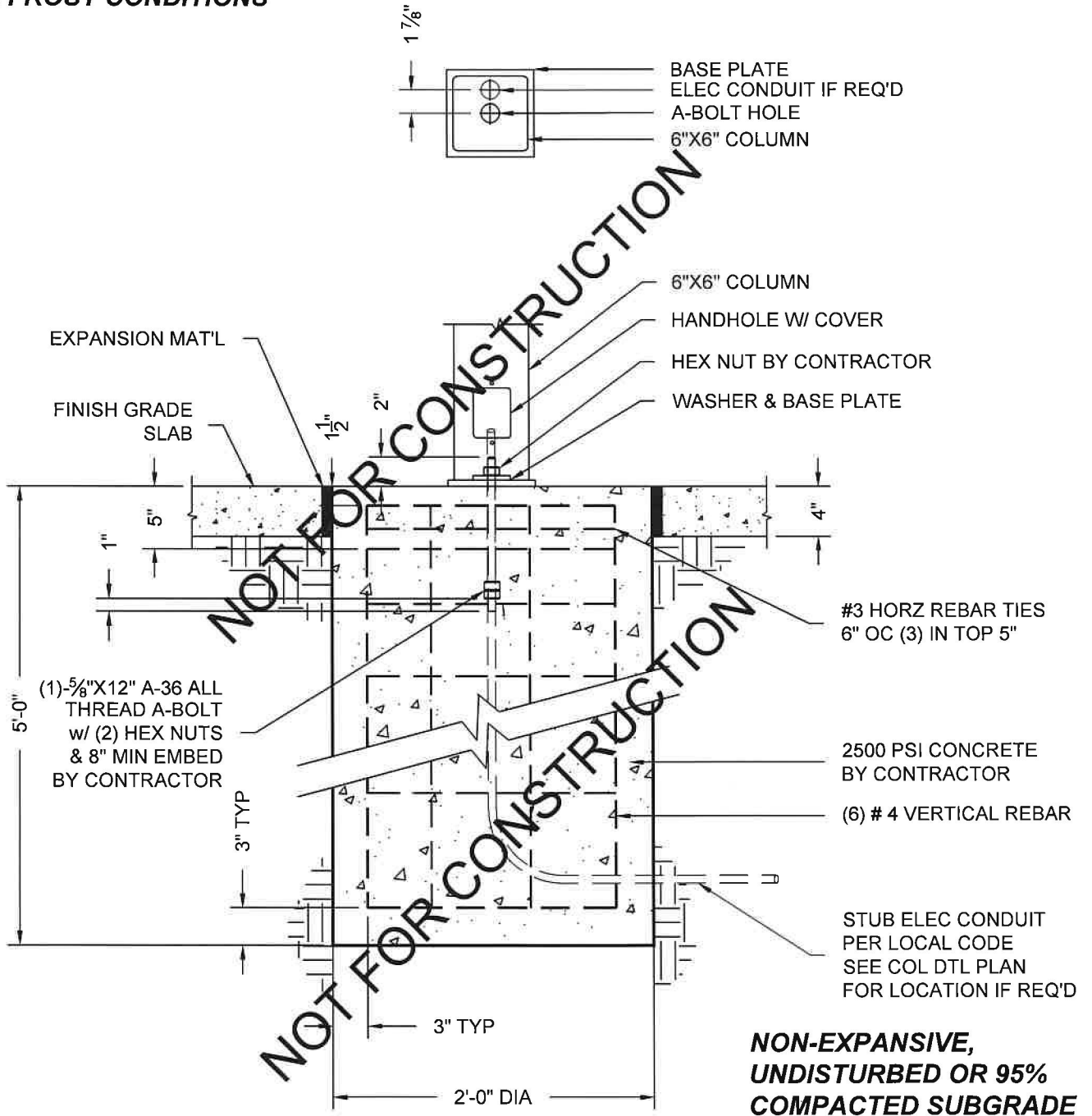
**NON-EXPANSIVE,
UNDISTURBED OR 95%
COMPACTED SUBGRADE**

**1-BOLT SURFACE MOUNT SPREAD FOOTING
20'X20' ORLANDO MODEL
NTS**



**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



**1-BOLT SURFACE MOUNT CAISSON FOOTING
20'X20' ORLANDO MODEL
NTS**



Purchasing Division

ADDENDUM NO. 1

DATE: February 17, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
**RE: Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts
5029-22-DH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. To clarify, pertaining to the new lighting requested at the Canyon View Park project location, the City would like the GMP proposals submitted to include all 16 courts (12 existing courts, and 4 new courts). Under your detailed GMP breakdown, please provide separate line items to provide new updated lighting for the 12 existing courts, and the 4 new courts, separately, as budget constraints may require eliminating the lighting package for the 4 new courts.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: February 17, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
**RE: Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts
5029-22-DH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. The City will be responsible for providing surveying for this project.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



**Request for Proposal
5029-22-DH**

**Design/Build Lincoln Park Pickleball Courts and
Canyon View Park Tennis Courts**

RESPONSE DUE:

March 9, 2022 Prior to 5:00 PM MST

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation may not be the same as previous City of Grand Junction solicitations. Your firm is urged to thoroughly review this solicitation prior to submitting. Submittal by **EMAIL IS ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- Attachments**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms/contractors specializing in the design and installation of pickleball and tennis court facilities. The project includes the conversion of the current 4 tennis courts, 4 pickleball courts and 4 quickstart tennis courts currently located in Lincoln Park into a Pickleball complex which would include 20 pickleball courts, court lights, shade structures, benches and drinking fountains. This facility will be the hub of pickleball in Grand Junction and act as the location for regional pickleball tournaments.

At Canyon View Park an additional 4 tennis courts will be added to the existing complex bringing the total number of tennis courts at Canyon View Park to 16 courts. The existing 12 tennis courts would be lit with the same modern, energy efficient lighting system that is currently located in Canyon View Park on the softball fields and one soccer field.

- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in

conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

- 1.6 **Submission:** Please your proposal via e-mail duaneh@gjcity.org For proper evaluation, the City requests that your proposal be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals."
- 1.7 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 **Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 **Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 **Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 **Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use

all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.13 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.14 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

1.15 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to

be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.5. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- 2.6. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.7. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.8. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall

remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.

- 2.9. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.10. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.11. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.12. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional

engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.13. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.15. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.16. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.17. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.18. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.20. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.21. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.22. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.23. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.25. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.26. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.27. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.28. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.29. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.29.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

2.29.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.29.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.30. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.31. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.32. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.33. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.34. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.35. Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.36. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other

benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.37. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.38. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.39. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.40. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.41. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.42. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.43. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.44. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.45. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.46. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches

or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.47. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.48. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.49. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.50. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.51. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.52. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.53. Definitions:**
- 2.53.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.53.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

- 2.53.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.53.4.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.54. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.55. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.55.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain

any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: Canyon View Park is a 110-acre regional park facility located at 730 24 Road that serves as a premier park for the community as well as encompassing a regional sports complex for a variety of baseball, softball, football, soccer, tennis and other sports organizations. Lincoln Park is a 42-acre park located in the downtown area of Grand Junction which is the home of the Lincoln Park Sports Complex including Suplizio Baseball Field and Socker Stadium Football and Track facility.

The existing tennis/pickleball courts in Lincoln Park include 4 tennis courts, 4 pickleball courts and 4 quickstart tennis courts. Our pickleball community has seen a significant amount of growth in participation over the past 10 years. The recent PROS Master Plan identified new Pickleball Courts as a high need with 12% of survey participants stating new pickleball courts were needed within our community. Creating a Pickleball complex would allow for sanctioned tournament play allowing Grand Junction to host regional pickleball competitions.

Canyon View Park is home to 12 Tennis Courts. By removing the 4 tennis courts at Lincoln Park, which would make room for the creation of a new Pickleball Complex, 4 new tennis courts will be constructed next to the existing tennis court complex in Canyon View Park. Lighting similar in design and model will be added to the existing tennis courts, which are currently stubbed for light, will extend the playtime into the evenings when often cooler temperatures make playing during the summer months more enjoyable.

The City most recently in 2021 added new Musco lights to the softball complex and 1 multipurpose field in Canyon View Park. The new lights at the Canyon View Tennis complex need to match the same Musco lighting specifications, must be Musco brand only, and meet Dark Sky accreditation.

Project Purpose: For construction, It is desired that the Canyon View portion of the project being started first and be completed, prior to the Lincoln Park portion of the project being started. The purpose of this RFP is to obtain proposals from qualified and professional firms/contractors specializing in the design and installation of pickleball and tennis court facilities. The project includes the conversion of the current 4 tennis courts, 4 pickleball courts and 4 quickstart tennis courts currently located in Lincoln Park into a Pickleball complex which would include 20 pickleball courts, court lights, shade structures, benches, and drinking fountains. This facility will be the hub of pickleball in Grand Junction and act as the location for regional pickleball tournaments.

At Canyon View Park an additional 4 tennis courts will be added to the existing complex bringing the total number of tennis courts at Canyon View Park to 16 courts. The existing 12 tennis courts would be lit with the same modern, energy efficient lighting system that is currently located in Canyon View Park on the softball fields and one soccer field.

Proposals need to reflect all items represented in the community presentation from October 2021. The funding sources are derived from Conservation Trust Fund, Marijuana, Fundraising: Tennis & Pickleball, and 0.75% sales tax for City capital projects.

Project Budget: The total all-inclusive, turn-key budget for this project is \$1,600,000.

Plans & Specifications. *Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. All plans, drawings and specifications shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.*

4.2. Special Conditions/Provisions:

4.2.1 Non-Mandatory Site Visit Meeting: Interested Firms/Contractors are strongly encouraged to attend a non-mandatory site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place on January 6, 2022 at 10:00am at the Parks Administration Building, located at 1340 Gunnison Avenue, Grand Junction, CO. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.2.2 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.3

4.2.3 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed. Staging area provided at 730 24 Road, Grand Junction, CO 81501.

4.2.4 Price: Pricing shall be established as “cost plus a fixed fee with a Guaranteed Maximum Price” (fixed fee shall be include in GMP), and shall be all inclusive to include but not be limited to: all design, labor, permits, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit their pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

All fees will be considered by the Owner to be negotiable.

4.2.5 Warranty: Contractor shall submit manufacturer warranty information for Owner’s approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1-year Contractors warranty.

4.2.6 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such services.

4.2.7 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to each of the project sites.

4.2.8 Equipment/Product/Materials Quantities: Contractor shall be responsible for determining all measurements for correctness, and all quantities/types of equipment/products/materials/supplies required for successful project completion. Also see Section 2.5 **Quantities of Work and Unit Price.**

4.2.9 Contractor Staging Area: Awarded Contractor shall coordinate with Owner for proposed project staging area during the construction phase.

4.2.10 Construction Working Schedule: Working schedule shall be Monday – Friday from 7:00am-5:00pm. If alternate scheduling is needed, Contractor shall coordinate with, and receive approval from, the City’s Project Manager.

4.2.11 Time of Completion: Contractor shall submit a complete project schedule for both design and construction with their proposal. The City and awarded Contractor shall negotiate the final project completion date.

4.2.12 Brand Name or Equal: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, “or equal”. Proof satisfactory to the Owner must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer’s references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer’s brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

4.2.13 Contract: A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the proposer’s response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City’s Purchasing Department’s acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a

modified Purchase Order prior to the effective date of such modification. The proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.2.14 CITY PROJECT MANAGER: The Project Manager for the Project is Emily Krause – Project Manager, who can be reached at (970)254-3875. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

**City of Grand Junction
Department of Parks & Recreation
Attn: Emily Krause, Project Manager
1340 Gunnison Avenue
Grand Junction, CO 81501**

- 4.3. Scope of Services:** The general scope of services to be obtained as a result of this RFP includes all design, preconstruction, and construction services required for successful completion of the project.

The design/build firm shall design, obtain all permits, construct, manufacture, procure equipment/material, and install both pickleball and tennis courts.

Minimum Requirements for Construction of Pickleball/Tennis Courts:

- The pickleball court footprint needs to be 34' x 64' in size accordance with the USA Pickleball guidelines for tournament/competitive play.
- The court surfaces for both tennis and pickleball needs to be post-tensioned concrete.
- Additional pickleball court construction information can be found on the USA Pickleball website: <https://usapickleball.org/what-is-pickleball/court-diagram/>
- Additional tennis court construction information can be found on the USTA website: <https://www.usta.com/en/home/coach-organize/tennis-support/facility-assistance.html>
- The current Lincoln Park courts which include 4 tennis courts, 4 quick start tennis and 4 pickleball courts need to be evaluated in an effort to make 20 pickleball courts similar in size and layout. If possible, walkways should be included in the design between each set of 4 pickleball courts to allow for spectators to enjoy the game which would allow for large tournament play.
- Fencing, gates and windbreaks will need to be adjusted at the Lincoln Park Pickleball Complex per USA Pickleball guidelines, *backstops* minimum height of 10 feet, *sidestops* should not be less than 3 feet in height, *gates* should be present on both ends of the court to allow access and wide enough to allow for wheelchairs/maintenance equipment, and *windbreaks* are recommended to deflect the wind from interfering with play, while also providing a background which the ball can be seen.

- New lighting will be needed throughout the pickleball complex in Lincoln Park. The lighting requirements need to follow the guidelines outlined by USA Pickleball. <https://usapickleball.org/what-is-pickleball/court-diagram/court-lighting-guidelines/>

The design/build firm shall install **Musco Lighting brand only** lighting which matches existing lighting at Canyon View Park on existing 12 tennis courts at Canyon View Park including design, obtain all permits, construct, manufacture, procure equipment/material, and install startup/test the lighting system.

The City received a Dark Sky Certification Accreditation for the most recent lighting project at Canyon View park for the lights on the softball and 1 multipurpose field. The design/build firm shall ensure and provide Darky Sky Certification Accreditation for this project as well.

- Geotechnical Testing The Owner shall be responsible for providing any geotechnical testing for this project.
- At least five years in the industry, with experience directly related to post-tension design/build of pickleball or tennis court facilities similar in size and scope.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years.
- Each design/build firm must show:
 - (a) complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents;
 - (b) complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - (c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
- Ability to meet the bonding and insurance requirements of the City of Grand Junction. Submit a Bid Bond and COI with this response.
- Architect and engineers retained to design/construct facility are to be licensed/registered to practice in Colorado.
- Qualified and permitted by law to perform the services provided for this project. All personnel engaged in this work for this project shall likewise be qualified and permitted to perform necessary duties.
- Ensure compliance with all applicable environmental regulations related to the project.

- The ability to develop value engineered solution options, budget and/or cost estimates, plans, drawings, designs, and to obtain and manage permitting, scheduling and any other typical building construction task.
- Project management and supervision.
- Coordination of construction, scheduling of construction meetings and resolving discrepancies or disputes with sub-contractors or other supply or services vendors.
- Preparation of all plans, schematics, drawings, scope, specifications, as-builts, and all other related documents and requirements associated with the successful completion of this project. All said documents shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.
- Providing a time frame for completion of total design development, and each construction phase as well as a schedule for total completion of the project.
- Scheduling inspections and meeting applicable National, State and local building code requirements to achieve approval of work. The selected firm will be responsible for obtaining all building permits and will be responsible for permit related fees.
- The firm may use local, qualified partners in design, engineering, construction and maintenance of the facility.

Summary of Requirements of the selected Design/Build Firm:

- Designing a Pickleball Complex in Lincoln Park with 20 pickleball courts, add 4 new tennis courts to the Canyon View Tennis Complex, and add lighting to the existing 12 tennis courts at Canyon View to match the existing lighting system already in place at the Canyon View Softball Complex. Design shall consist of: architectural and engineering, program management, construction management, feasibility studies (if required), preliminary engineering, design, architectural engineering, surveying, mapping or other related A&E Services; design/engineer plans/services shall ultimately be all inclusive.
- Securing all local, state and Federal permits required to design/construct the project;
- Constructing the project on a site provided by Owner;
- Completion of all work on the tennis and pickleball project (including testing and commissioning) by the negotiated date between the awarded Contractor and Owner.
NOTE: Contractor shall take any and all necessary precautions to minimize damage to landscaping, pathways, structures, etc. throughout the project. Contractor shall be responsible to make repairs for any damages by the Contractor, Contractor's employees, Sub-Contractors, suppliers, etc.
- Owner shall be the sole contracting entity for the equipment and be provided by the selected Firm/Contractor.

- Develop Performance Specification of the Design-Build
- Project management and coordination
- Data collection, review and organization
- Validate additional (if any) requirements
- Basis of design report
- Progressive design with owner review at 60% and 90%
- Construction administration
- Provide As-Builts

Attached Documents: (CLICK LINKS)

1. [Tennis Court As-Builts for Lincoln Park](#)
2. [Recent example of desired lighting](#)
3. [Recent example of desired lighting pole reinforcement](#)
4. [Pickleball and Tennis Project Presentation with Site Maps](#)
5. **NOTE:** City does not have as-builts for Canyon View Park. However, for some additional reference, please see attached [Canyon View Park Phase II Concept Plans](#)

4.4. RFP Tentative Time Schedule:

- | | |
|-------------------------|------------------------|
| • City Council Approval | April 6, 2022 |
| • Contract execution | April 7, 2022 |
| • Bonding and Insurance | April 15, 2022 |
| • Work begins | Upon Notice to Proceed |
| • Completion Date | TBD |

4.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Please your proposal via e-mail duaneh@gjcity.org For proper evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper evaluation, the Owner requires that proposals be formatted **A to H**

(NOTE: Submitted proposals shall be no more than 50 pages in total).

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.3 Scope of Services, Proposers shall also provide the following information with their proposal submittal:

Tennis and Pickleball Project and Capabilities

Note: Key personnel will be committed to this project in the Design/Build contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, design cost, construction cost, project duration, completion date and current lighting performance. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Important experience includes Tennis and Pickleball Court Construction and other similar projects of scope and size. Higher rating will be given to experience in Design/Build of Tennis and Pickleball Court projects. The RFP response must include the following information, which will be used to rate the fueling station experience and design capabilities of the Design team.

- a. Discuss the design experience of key personnel that is similar or relevant to this Project.
- b. Discuss experience of the key personnel working together on past Design/Build or Design-Bid-Build projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- c. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.
- d. Discuss projects with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.

Contractor Experience and Capabilities

Note: Key personnel will be committed to this project in the Design/Build contract and can only be changed by approval of the City.

Provide a summary of key personnel experience. List at least three projects (within the last five years) for each project type listed below. If less than three completed projects, Contractor can still be used for the Design/Build team but will receive fewer points in the evaluation. List the most recent projects first. Additional discussion of contractor experience can be provided as a narrative in the RFP.

Important construction experience includes Tennis or Pickleball Court projects and other similar projects of scope and size. Higher rating will be given to construction experience in Design/Build of Tennis or Pickleball Court projects. The RFP response must include the following information, which will be used to rate the construction and construction management capabilities of the Design/Build team.

- a. List recent construction projects completed at a Tennis or Pickleball Facility or other similar lighting projects of scope and size. If Contractor does not have this experience, list the proposed subcontractor and provide the subcontractor information.
- b. Discuss projects listed with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration.
- c. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.
- d. Provide the contractor's safety information, including a summary of the safety program or plan.
- e. For information only. Provide information on major subcontractors (e.g. structural concrete, electrical, process mechanical) proposed for this project. Indicate if the subcontractor worked on a previous Design/Build or a Design-Bid-Build project. If subcontractors have not been determined, list subcontractors you have previously worked with and the project they worked on.

Start-Up, Commissioning, Performance Verification, and Training

The RFP response must include the following information, which will be used to rate the support that the Design/Build team provides for startup, commissioning, performance verification, and training of the project.

- a. Describe the general approach and process that will be used in start-up, commissioning, performance verification, and training for this project. Identify the personnel that will perform start-up and list previous experience.
- b. Discuss the experience of the Design/Build in start-up, commissioning, performance verification, and training.
- c. Describe the types of operation and maintenance documents prepared on previous projects and recommended O&M documents for this project.

- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other

printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of your firm's implementation plan for both design and construction and an estimate of time commitments from Owner staff. Also include, warranty and service plan information.

- D. **References:** Provide references per Section 4.3 Scope of Services, with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. **Bid Bond and Certificate of Insurance:** Proposer shall submit a Bid Bond and Certificate of Insurance, as per the solicitation documents.
- F. **Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 6.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- H. **Financial Statements:** If selected as the Preferred Proposer, Proposer shall provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: SOLICITATION RESPONSE FORM
5029-22-DH

“Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts”

Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ _____

WRITTEN: _____ **dollars.**

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ _____

WRITTEN: _____ **dollars.**

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Please see the first paragraph of our proposal.

SECTION 6.0: SOLICITATION RESPONSE FORM
5029-22-DH

"Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts"
Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ 238,000

WRITTEN: Two Hundred Thirty Eight Thousand dollars.

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ 952,350.00

WRITTEN: Nine Hundred Fifty Two Thousand Three Hundred Fifty dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

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- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
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- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1, 2

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

LER Inc dba Renner Sports Surfaces

Company Name - (Typed or Printed)

Neal DePooter

Authorized Agent Signature

2775 W. 7th Ave

Address of Offeror

Denver CO 80204

City, State, and Zip Code

Neal DePooter

Authorized Agent - (Typed or Printed)

303 356 0312

Phone Number

ndepooter@renner-sports.com

E-mail Address of Agent

6-27-2022

Date



June 22, 2022

PRICING PROPOSAL

Ken Sherbenou

City of Grand Junction

Job Name: Design Build Canyon View Tennis Courts and Lincoln Park Pickle Ball Courts

Dear Ken,

L.E.R., Inc. d/b/a Renner Sports Surfaces (“Renner Sports”) hereby submits the following specifications and pricing. This proposal is good for the 2022 summer and fall construction season and will not exceed this amount if approved by the owner within 30 days. Should the work go into the winter or into 2023 the price may have to be adjusted if material costs increase. We will provide verification of these added costs and these will be a change order to be approved by the owner and Renner Sports.

Canyon View

1. Obtain permits. The cost of permits if required will be added to this contract.
2. Provide a site plan, grading plan and engineer stamped design drawings for the post-tensioned courts.
3. Provide specifications and product data submittals.
4. Construct 4 new tennis courts similar to the existing 12 courts. This includes fine grading, 5” thick post-tensioned concrete slabs, black vinyl clad 10’ and 42” high fencing with top, middle and bottom rails with two gates per court, nets and net posts, color surfacing and striping, 6’ high windscreens. There will be two groups of two courts at the locations shown on the attached drawing.
5. Anticipated completion is May 31, 2023.

Lincoln Park

1. The court and fence layout will be as shown on the attached sheet with “preferred “dimensions for 12 new courts and the four west courts reconfigured.
2. Obtain permits if needed. The cost of permits will be added to this contract.
3. Provide specifications and product data submittals.
4. Provide engineer stamped design drawings for the court and fence layout.
5. Expand the concrete to the north 10’ to make each court 34’ by 64’.
6. Resurface the existing courts making them into 20 pickle ball courts.

7. Install new 4' high and 8' high fencing as needed to make the existing courts into 20 tournament sized pickle ball courts. Some of the existing fence will be reused where possible. There will be three walkways for viewing and seating between each set of four courts.
8. The east four pickle ball courts will have a new divider fence installed north to south.
9. Install 16 new pickle ball nets and net posts with center straps and anchors.
10. Light poles that need to be relocated will be done by Musco under a separate contract.
11. Anticipated completion is June 30, 2023.

The city will contract directly with Musco for the lighting at both parks. This will save money because Renner will not add a fee to oversee Musco's work. Approximate cost \$532,000.00. An exact quote will need to come from Stephen Baker at Musco.

1. Retrofit the lighting system at Lincoln Park with new Musco luminaires reusing the existing poles. 15-20 Foot candles. The lighting will be 2 to 3 times better.
2. Install Musco Lighting System Option B for 12 existing tennis courts.

Exclusions: testing, permits, fees, winter concrete fees, dirt work and grading, electrical and lighting, cabana style shade benches, sunshades, benches, hydration stations, repairs or changes to the parking lot and roadway, landscaping, irrigation and sidewalks around the courts.

We hereby propose to furnish labor and materials – complete in accordance with the below specifications, for the sum of: \$952.350.00

ALTERNATES:

1. Dirt work and grading at Canyon View. We will obtain exact pricing for this work once we have the grading plan. Cost with 15% mark up - To be determined
2. Install shade shelter with metal roof 20' by 20' at Lincoln Park. See attached info sheets. Cost \$37,370.00

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.

Due to the uncertainty and volatility in raw material supplies, material costs and shipping delays, price is valid for 30 days from the date of this proposal. See first paragraph.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion. The recommendations of the soils engineer must be followed in

order for this warranty to be in effect. 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. There is an additional five year warranty on the PT slabs.

This proposal excludes any permits or fees, which may be required in your jurisdiction. If permits or plan fees are required, the owner will be liable for all associated additional costs and expenses.

When patching cracks or resurfacing courts with cracking, Renner Sports guarantees the cracks will reappear, and that they can reappear within 24 hours, depending upon temperature fluctuations.

Concealed, Unforeseen and/or Latent Conditions – Older tennis courts that have been resurfaced multiple times may experience widespread peeling of the coatings from the substrate following resurfacing. There comes a point where the coatings become too thick and the bond to the substrate is compromised. There is no way to ascertain this condition prior to resurfacing. Should this condition occur, the removal of the old coatings will be accomplished on a time and materials basis and billed to the owner.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. 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. Potable water will be available within fifty feet (50') of the site (for use with standard ¾" garden hoses).

Payments. The below payment schedule will be required and requires a **down payment/deposit of 0% of the proposed amount prior to ordering materials and scheduling work**. Progress payments will be required according to the following milestones:

- **\$23,000.00 due upon completion of the site and grading plan and PT design drawings for Canyon View.**
- **\$8,000.00 due upon completion of the design drawings for Lincoln Park.**
- **A schedule of values for the construction will be provided with a detailed break out of the various scope items.**

Payment requests will be issued in accordance with the above payment schedule and are due within 30 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. 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 in an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied.

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.

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 Surfaces as soon as possible.

Authorized Signature: Neal DePooter
L.E.R., Inc. dba Renner Sports Surfaces - Sales

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: _____ Signature: _____

Title: _____

Date: _____ Signature: _____

L.E.R., Inc. dba Renner Sports Surfaces
Greg C. McKenna, President



June 23, 2022

Ken Sherbenou

City of Grand Junction

Job Name: Design Build Canyon View Tennis Courts and Lincoln Park Pickle Ball Courts

Dear Ken,

Here are approximate time lines for the design and construction. Some of the work will push into 2023 due to long lead times on materials and temperature restrictions on color surfacing.

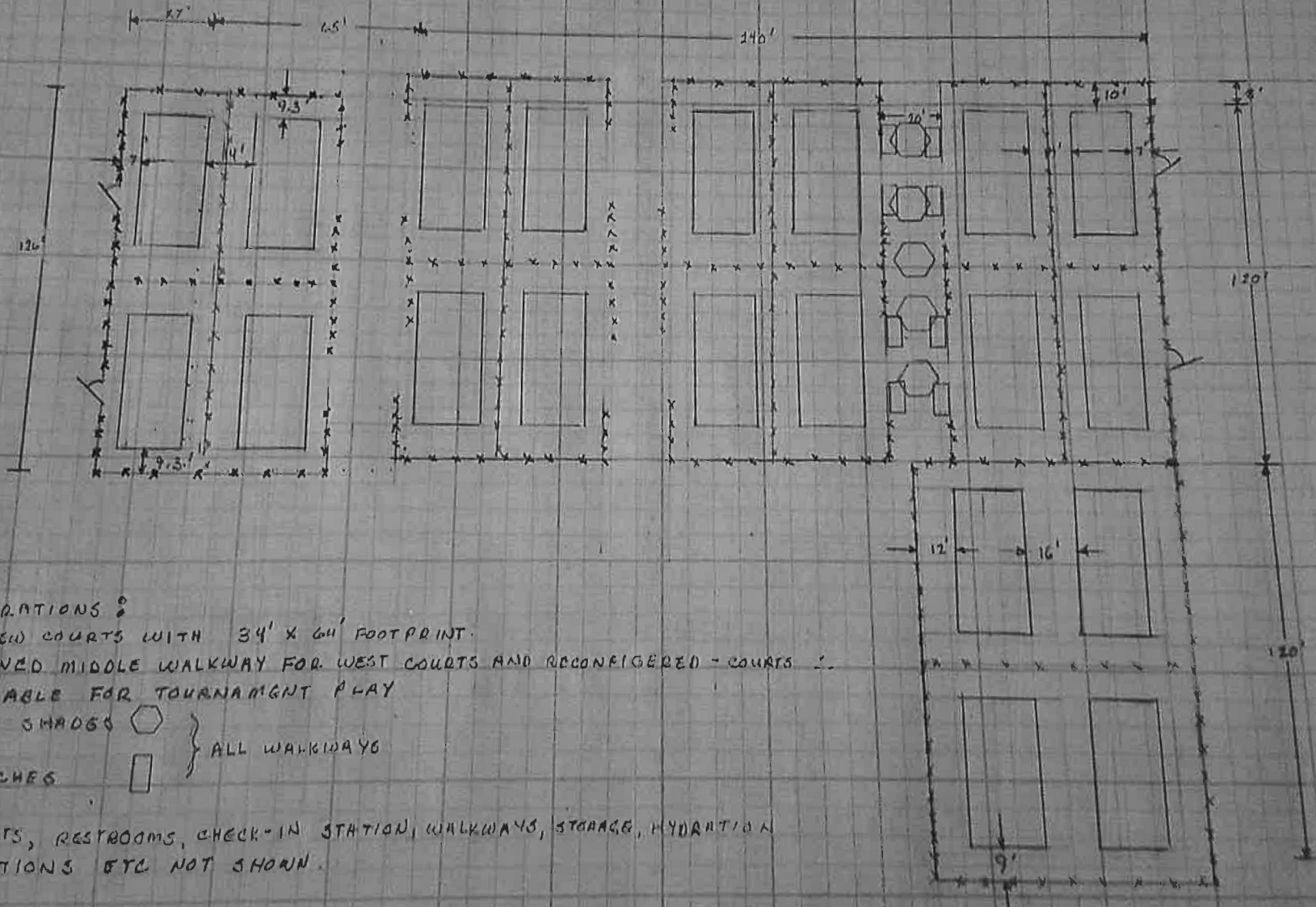
Canyon View

1. Obtain permits. I am not sure how long this will take. Maybe four weeks depending on how busy they are.
2. Provide a site plan, grading plan and engineer stamped design drawings for the post-tensioned courts. Provide specifications and product data submittals. Four weeks
3. Obtain pricing for the dirt work and grading and sign a contract with the excavator. Three weeks
4. Dirt work and grading. Three weeks
5. Construct 4 new tennis courts 10 weeks This includes a four week cure on the concrete prior to the surfacing.



Lincoln Park

1. Permits, same as above.
2. Install shade shelter with metal roof 20' by 20'. Six weeks for install. Lead time is long on shelters, about four months.
3. Demo existing fence and extend concrete slab 10' to the north. Four weeks.
4. Resurface the existing courts making them into 20 pickle ball courts. Four weeks
5. Install new 4' high and 10' high fencing. Five weeks

FOR DISCUSSION
 LINCOLN PARK PD COURT EXPANSION PROJECT
 "PREFERRED" DIMENSIONS
 12 NEW COURTS, WEST COURTS RECONFIGURED



CONSIDERATIONS :

- 12 NEW COURTS WITH 34' X 64' FOOTPRINT.
- REMOVED MIDDLE WALKWAY FOR WEST COURTS AND RECONFIGURED - COURTS SUITABLE FOR TOURNAMENT PLAY
- SUN SHADES  } ALL WALKWAYS
- BENCHES  }
- LIGHTS, RESTROOMS, CHECK-IN STATION, WALKWAYS, STORAGE, HYDRATION STATIONS ETC NOT SHOWN.
- FENCING *** 8' FOOT } *** 4 FOOT } *** 10 FOOT



THE ULTIMATE
SURFACE EXPERIENCE

Organization Background, History and Overview

Thank you for your consideration in LER, Inc. dba Renner Sports Surfaces for the upcoming tennis and pickle ball court project located at Canyon View and Lincoln Parks. We are a full-service tennis court contractor specializing in design-build projects with offices located in Denver, CO and Salt Lake City, UT. We construct over 150 courts every year.

Renner Sports Surfaces was incorporated and formed in 1997 by Lee Renner, the former owner of Malott Peterson Renner. The company was purchased by Beynon Sports which is part of the Tarkett Sports Group, an international leader in sports products and facilities. Our mission is to provide the highest quality construction with unparalleled customer service.

Our scope of services includes design-build projects, consultation, layout, fine grading, post-tensioned concrete, color surfacing, fencing, lighting and equipment installation. We have two Certified Tennis Court Builders accredited by the American Sports Builders Association on staff. Our Operations Manager is a Level 2 Certified Post Tensioning Inspector and our Superintendents are Level 1 Certified Post Tensioning Installers. We employ 20 office staff and 140 superintendents, foreman and laborers during our peak summer months.

Our estimating and management team has over 250 years of combined experience in the field of court and running track construction and combined with our professional installers we have well over 450 years of combined experience. By maintaining memberships in industry associations, Renner Sports Surfaces stays current with new developments within the industry. In addition, our Research and Development team is constantly working with new and innovative surfaces and end-users to modify and improve on our current processes and build your dream facility.

Renner Sports Surfaces is a builder member of the American Sports Builders Association, the Post-Tensioning Institute, American Concrete Institute and the American Society of Concrete Contractors.

Renner Sports specializes in construction of post-tensioned concrete sports courts and running tracks. Many of our projects involve an overlay of existing asphalt courts using this as a stable base rather than complete removal and haul away. This saves on demolition costs.

With post-tensioned concrete we can span unstable soil conditions, increase resistance to settling and heaving, eliminate cold joints around net and fence posts, create better uniformity of play and provide consistent slope for drainage. With post-tensioned concrete we can eliminate potential liabilities due to structural cracking. Post-tensioned concrete will outlast asphalt four times over and not require yearly maintenance of cracks. Players and owners love our courts.



THE ULTIMATE
SURFACE EXPERIENCE

References

Arvada Tennis Center

Owner: Apex Park and Recreation District Arvada CO

Eight PT outdoor tennis courts and 4 PT indoor tennis courts done in 2017

Mark Baird 303 424-2739

Huston Lake Park

Owner: Denver Parks and Recreation Denver CO

Three PT tennis courts and four pickle ball courts done in 2018

Heather Runkel 720 232-7675 or Jennifer Olson 720 913-0609

Meadowood Park

Owner: Aurora Parks and Recreation Aurora CO

Four PT tennis courts and one basketball court done in 2016

Katie Thompson 303 739-7156

Holy Family High School

Owner: Holy Family High School Broomfield CO

Seven PT tennis courts done in 2021

Matt Montgomery 303 410-1411

EXPERIENCE OF KEY PERSONNEL—L.E.R., Inc.

L. E. R., INC. dba Renner Sports Surfaces employs key management personnel with over 600 years of combined experience in the design, construction and repair of tennis courts and running tracks. In addition, our Crew Chiefs have a combined experience of over 100 years, with capabilities of staffing multiple crews for all phases and types of tennis court and running track projects. Renner Sports Surfaces is a builder member of the American Sports Builders Association; with two Certified Tennis Court Builders and a Certified Track Builder on staff. We are also members of the American Society of Concrete Contractors. L. E. R., Inc. has a bonding capacity of \$5,000,000 single project and \$75,000,000 aggregate, with an underwriting company rated by AM Best as A++, XV.

Greg McKenna, Certified Track Builder, President: Greg started in the industry in 1984 as a field technician in post-tensioned concrete construction. He quickly developed new innovative processes for this type of construction, shortening construction time from one to two weeks, to a couple of days, without sacrificing quality. Greg also moved through the ranks, proving himself as one of the top Operations Managers, nationwide, in this industry. Greg has extensive experience in both running track and tennis court construction. Greg's primary duties are the oversight of the field operations (projects and personnel); the secondary duties are in estimating and design.

Neal DePooter, Tennis Division Manager: Neal is our Chief Estimator for tennis court construction, and has over thirty years of experience in tennis court construction, estimating and sales. He began in this industry as a field technician, working into his current position. Neal's experience encompasses all phases of tennis court construction, to include new construction and resurfacing. His extensive knowledge of common problems found on tennis courts and their solutions makes Neal an invaluable asset to the industry.

Colin Donovan, Certified Tennis Court Builder, Tennis Court Sales: Colin started in the tennis court industry in 1984 as a summer job while in college. He began by building and resurfacing clay tennis courts and then moved on to hard court construction and resurfacing. His knowledge and expertise encompass all facets of the tennis court construction industry, as well as acrylic coatings and latex track surfaces. Colin has earned the designation of Certified Tennis Court Builder.

Greg C. McKenna

5863 Cole Way
Arvada, CO 80004
(303) 944-2448

Experience:

Renner Sports Surfaces, Denver, CO
President

March 2009 – Present

- Oversee all operations of the corporation including construction, estimating, sales, personnel, general corporate policies, equipment purchases, and general financial matters
- Chief estimator for tennis court and running track construction, supervising sales/estimators in both divisions
- Work with owners, general contractors, and vendors to develop strong relationships
- Assists in all design/build projects in developing accurate specifications and standards

Renner Sports Surfaces, Denver, CO
Vice President/Operations Manager

March 2003 – February 2009

- Oversee multiple superintendents and foremen on all aspects of general construction including post-tensioned concrete, fencing, running tracks, and clay tennis courts, as well as surfacing for tennis courts
- Manage projects of all sizes from \$5,000 to \$2,000,000
- Review budget vs. actual costs
- Create estimates for new projects
- Work with owners and general contractors to facilitate successful relationships
- Assist management staff with all aspects of the company

Southwest Recreational Industries, Inc., Denver, CO
Operations Manager

1997 – 2003

- Oversee multiple superintendents and foremen on all aspects of general construction including post-tensioned concrete, fencing, running tracks, clay tennis courts, hard courts, and artificial turf fields
- Manage projects ranging in size from \$30,000 to \$1.5 million
- Review budget vs. actual costs
- Create estimates for new projects
- Work with owners and general contractors to facilitate successful relationships

Malott Peterson Renner, Inc., Denver, CO
Operations Manager, Construction Superintendent, GC Foreman

1983 – 1997

- Oversee multiple superintendents and foreman on all aspects of production in tennis courts and running tracks
- Manage projects of all sizes, coordinated materials and sub-contractors for smooth performance
- Create estimates for new projects

Comparable Projects:

Mr. McKenna's experience ranges from projects of a single court for a homeowner to full athletic stadiums including running tracks, multiple tennis courts, artificial turf fields, drain systems, and seating areas. He has worked for clients ranging from the private homeowner, country clubs, tennis and athletic clubs, municipalities, special recreation districts, high schools, colleges, and the country's military academies. The scope of work includes estimating, layout, design, and construction. He was heavily involved in all phases of the University of Virginia (a design/build project) and New Mexico State University projects, as well as hundreds of other projects.

Memberships & Awards:

American Sports Builders Association, member since 1990's
Malott Peterson Renner Foreman of the Year multiple times
University of Texas—Project Management Certification
American Concrete Institute—Certified Technician and Finisher



Blaine Wilkins

Regional Construction Manager/Superintendent
775 Canosa Ct., Denver, CO 80204

Blaine has 17 years of experience in Commercial & Athletic construction. He has supervised and been hands on in construction of millions of square feet of commercial and athletic projects. Blaine has taken numerous assignments from development, to handing over these projects to the owners. He has developed strong relationships with subcontractors, owners, and owner representatives to facilitate successful projects. Blaine's main responsibilities are to provide project supervision and management to different athletic projects. To include: athletic field (FieldTurf), tennis court, basketball court, and running track (Renner) renovations and new build projects.

Blaine is PTI Certified, through the Post-Tensioning Institute and has successfully completed the 10-hour OSHA program.

Partial List

- Heath M. S. - Football field
- Greeley West H.S. - Track and Field Stadium
- Frontier Academy – Soccer field & soccer practice field
- Valley H.S. – Football field
- U.S. Air Force Academy - Stadium Field
- Falcon H.S. – Baseball field
- District 6 Stadium & Soccer Complex -
- Island Grove – Softball Field
- Colorado State University – Jack Christiansen Memorial Track (build)
- Tekemah, NE – Track (build)
- Wall Park Tennis Center – Kansas - 6 courts
- Kent Denver H.S. – 6 courts
- Gaylord Rockies Resort – Denver – 2 courts & Basketball court
- Western New Mexico University – Tennis Courts
- City of Denver – Parks – Huston Lake Park & Eisenhower Park – 4 courts at each
- Broomfield H.S. – 8 courts
- Arvada Apex Tennis Center – 12 courts (8 outdoor & 4 indoor) *Indoor awarded “Outstanding Indoor Tennis Facility of the Year” by ASBA
- Ponderosa H.S. (Douglas County School District) – 4 courts
- Weld county H.S. #2 (Severance) – 4 courts
- Deming High school – New Mexico – 2 courts
- Broadmoor Hotel & Resort – Clay & Regular tennis courts
- Denver Tennis Center



THE ULTIMATE
SURFACE EXPERIENCE

Clifford R. Null

1790 Webster St.
Lakewood, CO 80214
(303) 419-7752

cnull@rennersports.com

Experience:

Renner Sports Surfaces, Denver, CO
General Construction Superintendent

February, 1999 - Present

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts, including grading, concrete slabs, fencing, light poles, curb & gutter, sidewalk, and patterned concrete
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Southwest Recreational Industries, Denver, CO
General Construction Foreman

July, 1997 – February, 1999

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts and running tracks, including grading, concrete slabs, fencing light poles, curb & gutter, sidewalk, and track drainage systems
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Malott Peterson Renner, Denver, CO
General Construction Foreman

July, 1990 – July, 1997

- Manage crews up to 25 men
- Perform all work required to construct all types of tennis courts and running tracks, including grading, concrete slabs, fencing light poles, curb & gutter, sidewalk, and track drainage systems
- Organize delivery of materials and equipment
- Oversee work performed by sub-contractors

Comparable Projects:

Mr. Null has worked on over 500 projects ranging in size from single courts to fifteen (15) courts. The scope of work on almost all of them includes site grading, building and pouring post-tensioned concrete slabs, installing fence and light posts, and installing net posts and seating areas. A number of projects included retaining walls—both to support the court on hillsides and to enclose the court.

Locations and size of comparable projects include University of Virginia (14 courts), Brigham Young University (10 courts), Central & Centennial High Schools, Pueblo, CO (15 courts), Copper River (12 courts), Pueblo High School, Tucson, AZ (10 courts), Colorado Athletic Club at Inverness (12 courts), New Mexico State University (12 courts), Grants High School, Grants, NM (4 courts), and hundreds of smaller projects in Colorado, Nevada, New Mexico, Utah, and Arizona

Professional Affiliations:

American Concrete Institute—Certified Technician and Finisher
Renner Sports Surfaces Foreman of the Year 2005



Craig Stoffel, PLA Landscape Architect/Sports Courts

Craig has well over a decade of experience in a broad range of projects, including athletic complexes, K-12 and higher education campuses, resorts, state and local parks, National Park Service master planning, green infrastructure master planning, trails, river restorations, streetscaping, and urban revitalization.

As a versatile landscape architect, Craig has overseen projects from preliminary concept stages to final site supervisions. He's been responsible for design development, project coordination, client liaison, public meetings, and construction administration. Craig is committed to designing state-of-the-art sports complexes and campuses with an emphasis on safety, equity, and accessibility for all. He brings extensive knowledge of products and systems related to turf, pads, courts, fields, lighting, and detailed specifications.

Craig also has shown his commitment to the American Society of Landscape Architects (ASLA) Colorado chapter, including serving as president in 2018.

Total Experience

16 years

Registrations

Professional Landscape Architect, CO

Education

BS. Landscape Architecture, Colorado State University

Select Experience*

- Aurora Sports Park Expansion, Aurora, CO
- Denver Tennis Park (Six exterior courts), Denver, CO
- South Suburban Parks & Rec, Recreation Complex, Highlands Ranch, CO
- Arvada High School (Track/Multi-use field), Arvada, CO
- Chatfield High School (Track/Multi-use field), Littleton, CO
- Conifer High School (Track/Multi-use field/Baseball/Softball/Tennis Courts), Conifer, CO
- Dakota Ridge High School (Track/Multi-use field), Littleton, CO
- Lakewood High School (Track/Multi-use field), Lakewood, CO
- Ralston Valley High School (Track/Multi-use field/Tennis courts), Arvada, CO
- West Jefferson Middle School (Multi-use field), Conifer, CO
- Columbine High School (Track/Multi-use field), Littleton, CO
- Golden High School (Track/Multi-use field), Golden, CO
- Green Mountain High School (Track/Multi-use field/Tennis/Batting cage), Lakewood, CO
- Pomona High School (Track/Multi-use field), Arvada, CO
- Standley Lake High School (Track/Multi-use field), Westminster, CO
- Alameda International Jr./Sr. (Track/Multi-use field), Lakewood, CO
- D'Evelyn Jr. Sr. High School (Track/Multi-use field), Denver, CO
- Jefferson Jr. Sr. High School (Track/Multi-use field), Edgewater, CO
- Lumberg Elementary (Tennis), Edgewater, CO
- Wheat Ridge High School (Track/Sod Field), Wheat Ridge, CO
- Pinnacle Charter Athletic Stadium, Thornton, CO
- Greeley West High School (Baseball/Softball/Tennis Courts), Greeley, CO

*Experience prior to joining Ayres

Related Facility Experience

Following is a snapshot of the experience David Land and Craig Stoffel bring with their combined 36 years of experience working with sports and recreation facilities.



Education K-12

Jeffco Public Schools Synthetic Turf Projects

- » Complete renovation of track and fields across 19 high schools and 1 middle school.
- » Design for post-tension concrete tracks and tennis courts.
- » Converted sod athletic fields to multi-sport synthetic turf fields (football, soccer, lacrosse, baseball, softball).



Adams 12 Five Star Schools

Northglenn High School

- » Track and field renovation

Five Star Stadium

- » Track and field renovation

Aurora Public Schools - District Stadium

- » Field renovation

Boulder Valley School District

Boulder, Fairview, Broomfield, Centaurus and Monarch High Schools

- » Track and field renovation
- Nederland High School Field and Track
- » Track and field renovation

Denver Public Schools

All City Stadium Renovation

- » Track and field renovation
- South High School
- » Baseball and multi-purpose field renovations
- Thomas Jefferson High School Field and Track
- » Track and field renovation



Jefferson County Public Schools

Conifer High School Field and Track

- » Track and field renovation
- Evergreen High School Field and Track
- » Track and field renovation

Larimer County School District - Relocation of Okie

Blanchard Sports Complex

- » Football/Soccer Field
- » 8-Lane Track

Higher Education

Adams State College - Rex Field and Plachy Hall

- » Track and field renovation

Adams State University - High Altitude Events Center

- » 400 meter track replacement
- » 200 meter indoor track

Metropolitan State University of Denver - The Regency Athletic Complex

- » Site design
- » Construction administration

University of Colorado at Boulder

Farrand Field

- » Site design
- » Construction administration

Event Center Courts

- » Site design
- » Construction administration

Air Supported Structure

- » Site design
- » Construction administration

University of Colorado at Colorado Springs - Parking Garage & Recreation Field

- » 1200 car parking structure
- » Intramural synthetic field
- » Designing to LEED Gold standard

University of Denver

NCAA Soccer Field

- » Site design
- » Construction administration

Athletic Art Addition

- » Site design
- » Construction administration

University of Northern Colorado

Butler Hancock Fields

- » Site development for athletics and recreation facilities
- » Tennis courts

Jackson Sports Complex

- » Master planning
- » Site design
- » Construction administration

Athletic Facilities Master Plan

- » Master planning
- » Site design
- » Construction administration



Municipal and Private Party

City of Golden - Rooney Road Youth Sports Complex

- » Master planning
- » Construction documents

Colorado ICE Sports

- » Site design

South Suburban Recreation Complex

- » New recreation complex including three sheets of ice, gymnasium, field house, parking, entry plaza, vehicular and pedestrian bridge, trails, future artificial turf fields.

Denver Tennis Park

- » New tennis facility intended to serve the needs for underprivileged youth programs, Denver Public Schools, and University of Denver tennis students by providing an indoor and outdoor tennis facility with seven indoor and eight outdoor courts. The courts incorporate sports lighting, spectator viewing areas, shade canopies, and a half-court practice high wall.

Aurora Sports Park Expansion

- » Sports park facility with four multi-use synthetic fields, field lighting, awards plaza, restroom/concessions building, water quality and surface water treatment. Aggressive 14 month schedule for the master plan amendment process through construction documents and administration.

KWS Engineering & Development Consultants

Kennith W. Schmidt, Jr., PE

16489 E Berry Avenue
Centennial, CO 800150-4051
Phone 303-478-1987

November 15, 2021

STATEMENT OF QUALIFICATIONS

I have been involved in the design and construction supervision of post-tensioned concrete slab for the past 17 years to include designs of single tennis court and pickleball complexes to multiply court facilities at major universities and several Park and Recreation District. I have provided over **360 post-tension Tennis, Pickleball and Basketball courts designs** from basic schematic drawings to complete construction drawings and specifications for tennis and pickleball courts. The following is a brief summary of the major Post-Tensioned Tennis, Pickleball and Basketball court design projects that I have been involved with and the extent of that involvement.

Professional Organizations

A professional member of the American Sports Builders Association (ASBA) for the past 33 years.
A member of the American Society of Civil Engineers.

Education

University of Wisconsin, Madison Wisconsin, Bachelor of Science in Civil Engineering - May 1969

Professional Registrations

Civil Engineer/Land Surveyor - Colorado PELS # 11150
Civil Engineer - Wyoming PE # 3055
Civil Engineer - New Mexico PE # 13791
Civil Engineer - Utah # 7658333-2202
Civil Engineer - Arizona # 51362
Civil Engineer - Arkansas # 15082
Civil Engineer - Nebraska # E-14675
Civil Engineer - Kansas # 23029

Tennis and Pickleball post-tensioned concrete court designs

- Steamboat Springs Tennis & Pickleball courts – Steamboat Springs, CO – June, 2016
1 tennis & 1-8 court Pickleball complex
- Huston Lake Park Tennis & Pickleball courts – Denver, CO – January, 2018
1-3 court Tennis & 1-4 court Pickleball complex
- Eisenhower Park Tennis & Pickleball courts – Denver, CO – February, 2018
1-3 court Tennis & 1-4 court Pickleball complex
- Paul Sandoval Park Tennis & Pickleball courts – Denver, CO - June, 2019
1-4 court Tennis & 1-4 court Pickleball complex
- River Run Tennis & Pickleball courts – Grandy, CO - June, 2019
1-1 court tennis & 1-2 court Pickleball complex
- Dillon Town Park Tennis & Pickleball courts – Dillon, CO - June, 2019
1-4 court Tennis & 1-4 court Pickleball complex
- Trails @ Crowfoot Tennis & Pickleball courts – Parker, CO - June, 2019
1-2 court Tennis & 1-4 court Pickleball complex
- Green Valley Ranch Rec. Center Tennis & Pickleball courts – Green Valley, AZ - August, 2019
2-8 court Tennis & 2-4 court Pickleball complex
- Veterans Park Pickleball courts – Grand Island, NE - March, 2020
2-4 court Pickleball complex
- Honey Creek Park Pickleball courts – Superior, CO - June, 2020
1-6 court Pickleball complex
- Bear Valley Park Tennis & Pickleball courts – Lafayette, CO - June, 2020
2-3 court Tennis & 1-4 court Pickleball complex
- Rockin K Community Park Tennis & Pickleball courts – Pima County, AZ - July, 2020
1-4 court Tennis & 1 court Pickleball complex
- Simmons Residence Tennis & Pickleball courts – Cherry Hills Village, CO - February, 2021
1 Pickleball, Tennis & Basketball court
- Stapleton 57 Park Pickleball courts – Denver, CO - March, 2021
1-2 court Pickleball complex
- Aspen Pickleball courts – Aspen, CO - March, 2021
1 Pickleball & Basketball court
- Montclair Tennis courts – Denver, CO - April, 2021
1 Tennis court
- Panorama Park courts – Colorado Springs, CO - April, 2021
2 Basketball courts
- #7 Lynn Road court – Greenwood Village, CO - May, 2021
1 Tennis court
- Country Club of Castle Pines courts – Castle Rock, CO - May, 2021
3 Tennis courts
- Garden of the Gods courts – Colorado Springs, CO - July, 2021
3 Tennis & 6 Pickleball courts
- Cobblestone Ranch courts – Castle Rock, CO - July, 2021
6 Pickleball courts
- Coe College courts – Cedar Rapids, IA - August, 2021
6 Tennis courts



20x20 Mesa



20x30 Orlando 6 post (for illustration only)



ORLANDO MODEL

20' X 20'

SPECIFICATIONS

Dimensions:

Roof Dimensions	20'-0" x 20'-0"
Column Dimensions (Center to Center)	16'-0" x 16'-0"
Minimum Clearance	8'-0"
Roof Height @ Ridge	±11'-5 1/2"
Gable Roof	4:12 pitch
Square Feet Under Roof	400
Date of drawing	June 19, 2017

Columns shall be 6"x 6" steel tube, minimum .120" wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-325 or A-307 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

Trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 24 gauge "J" channel.

Open or welded "C" channel, "I" beams, "S" or "Z" purlins or angle iron shall not be allowed.



STANDARD SPECIFICATIONS

w/ TRUZINC RICH PRIMER & SUPER DURABLE POWDER COAT PAINT

GENERAL:

1. All structures shall be designed and fabricated to the IBC (Latest Edition) or current local building code with standard load designs of the greater value of 20# per S.F. minimum live load and 100 mph sustained wind load or site specific conditions and the applicable zone for seismic loads.
2. All members shall be designed according to the "American Institute of Steel Construction (AISC) specifications and the American Iron and Steel Institute (AISI) specifications for cold-formed members.
3. All fabrication welds shall be in strict accordance with the structural welding code of the American Welding Society (AWS) specifications. All structural welds shall be in compliance with the requirements of "Pre-qualified" welded joints. All welding shall conform to ASTM A-233 series E-70XX electrodes - low hydrogen.
Field welding shall not be required.
4. When required, after award of bid, the shade structure manufacturer shall submit structural calculations, sealed by a registered engineer in the state in which the structure is to be erected for review and approval by the approving agency.
5. Manufacturer qualifications: All manufacturers shall have a minimum of (20) twenty years experience in the fabrication of tubular steel shade structures. Shade structure and kiosk fabrication shall be the manufacturer's primary business. Manufacturer shall have fabricated similar structures to that which is specified. All non-specified manufacturers shall submit complete shop drawings indicating type, size & gauge of material used, with detailed connections to the specifying agency or design firm at least 10 days prior to bid opening for review and written pre-approval. All bids submitted without prior approval will be rejected.

FOOTINGS & COLUMNS:

1. Footings shall be structurally engineered by the structure manufacturer to meet local codes and site conditions. (Sample footing drawings shall be made available to the contractor or owner from the manufacturer). When required for structure installation, anchor bolts shall be supplied by the owner / contractor. Columns shall be ASTM 500 grade B. Concrete footing rebar (if required) shall be ASTM A-615 grade 40 #4 bars & smaller, grade 60 #5 bars & larger. Concrete shall be 5 sack mix "Portland" cement. Maximum slump shall not exceed 4". Concrete compressive strength shall be a minimum of 2500 psi @ 28 days.



FRAME MEMBERS AND COMPRESSION RING:

1. 90% of all steel shall be American (domestic) made. Mill certification shall be made available upon request. All frame members shall be one piece structural steel tube with a minimum .120 (1/8") wall thickness, sized according to engineering. All frame members shall be bolted together with bolts totally concealed. All tubing for frame members shall be ASTM 500 grade B. Beam end plates shall be ASTM A36 fy=36,000 psi UNO. Bolts shall be A 307's, or 325's unless noted otherwise.
"I" beams, Angle iron, "C", "Z" or "S" purlins or beams, open or closed, shall not be allowed.

ROOFING:

1. All roofing shall be 24 gauge Zinalume / Galvalume coated steel panels, ICBO #ER-2757. "HR-36" panels shall be 36" wide with 1½" high ribs @ 7.2". All roofing shall be pre-finished with PVF2 (Polyvinylidene Fluoride) Kynar 500 on the top side. All roof panels shall be pre-cut with ribs running with the slope of the roof. Roof fascia trim shall be 1 ½" "J" channel trim 24 gauge Zinalume / Galvalume coated pre-finished matching the roof color. Screws & rivets shall match roof color. No exceptions taken for roof type or trim.

POWDER COATING:

1. All frame members shall be media blasted to a white finish removing all rust, scale, oil and grease. Powder coating for all frame members shall be provisionally warranted for (5) five years with **TRUZINC** 7520-70138 primer with a Dry Film Thickness of (2.0 - 6.0 mils) & hardness of 2H-3H with a Salt Spray Resistance of **6000 hours** and **Super Durable Gloss Polyester 9000** series finish paint (2.5-3.5 mils) with a hardness of H-H2 & has **1000 hour** salt spray resistance. Total of primer & finish paint shall be 4.5-9.5 mils of paint. Finish shall be a smooth uniform surface with no pits, runs or sags. For additional information, please visit <http://www.tcipowder.com/> for a complete list of specifications.

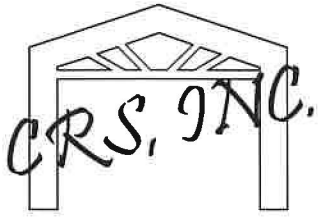
ERECTION:

1. Manufacturer shall supply complete layout and detail plans with installation instructions for the structure. The structure shall be erected in a work-man-like manner with framing, roofing and trim installed according to the manufacturer's installation instructions. Care shall be taken to avoid damaging the structure during installation. Touch up powder coat paint with paint provided to prevent rusting. Components of the structure shall be covered and kept dry prior to erection.

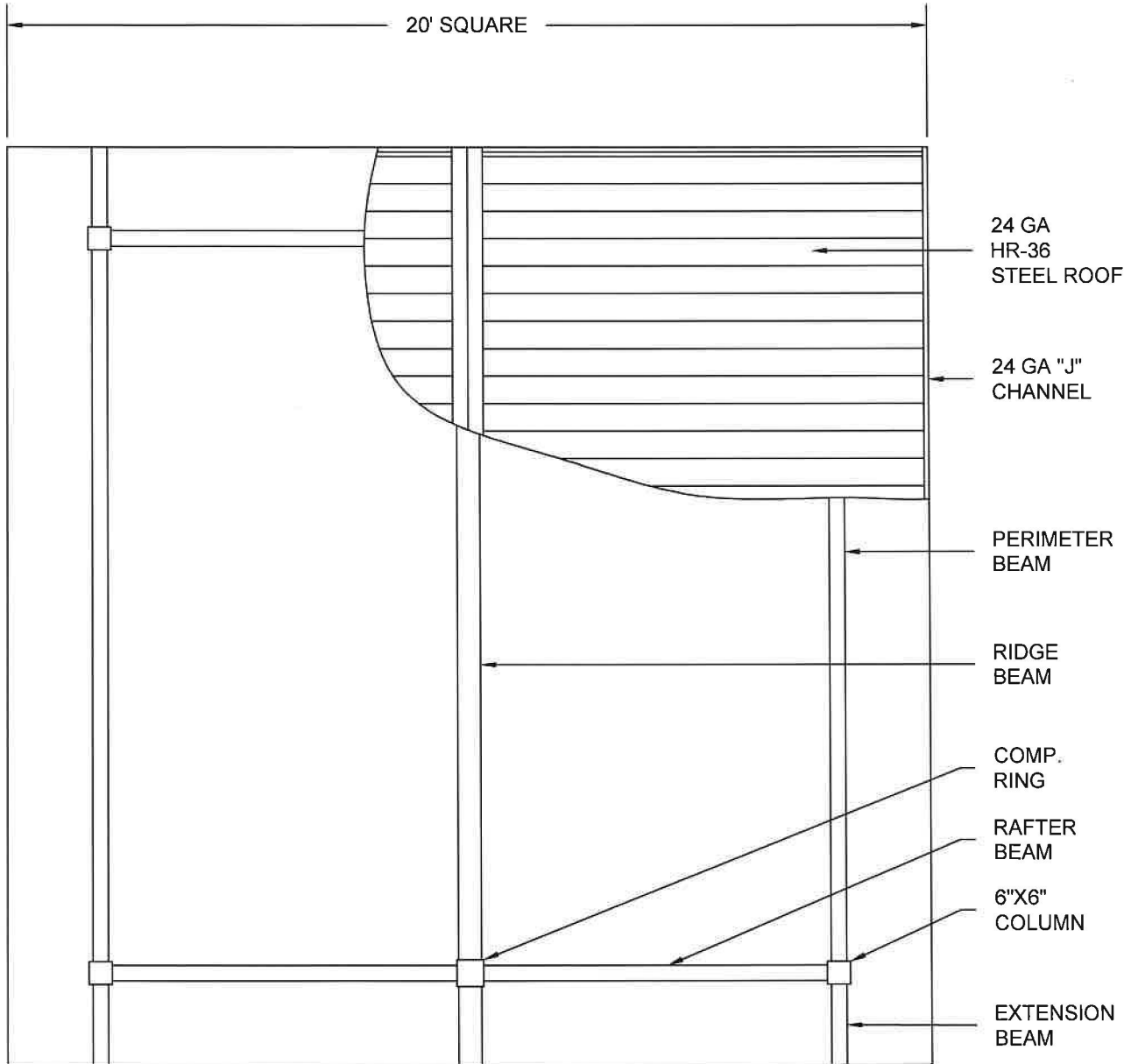
WARRANTEE:

1. Manufacturer shall warranty the structure to be free from defects in material and workmanship for a period of (10) ten years from date of acceptance by owner. Warranty does not include damage from theft, fire, vandalism or acts of God. Manufacturer shall repair or replace structure components of like kind at his option, to match existing material and workmanship. Steel roof finish shall be warranted for (30) thirty years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for (5) five years after acceptance from owner against peeling, flaking and rusting. Warranty does not cover damage caused from shipping, erection of structure, lack of touchup and maintenance, overspray from lawn sprinklers or vandalism. Bolt threads are not powder coated and therefore are not covered under the powder coat warranty.

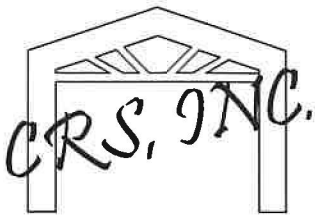
NOTE: Engineering specifications take precedence over drawings if differences occur.



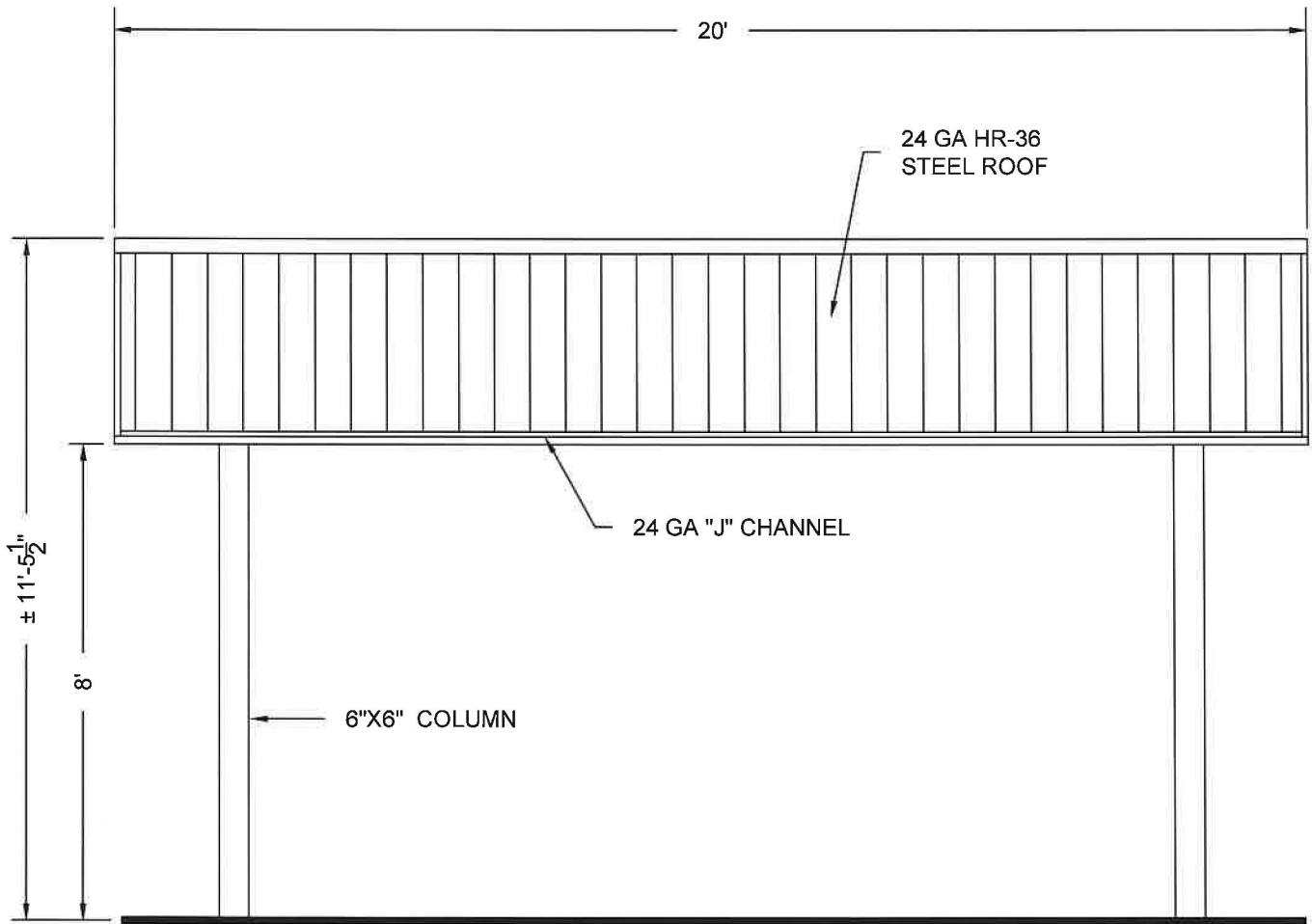
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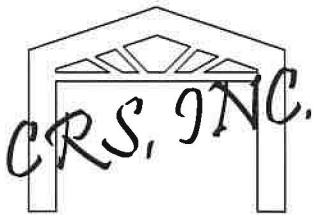
PLAN VIEW 20'X20' ORLANDO MODEL
NTS



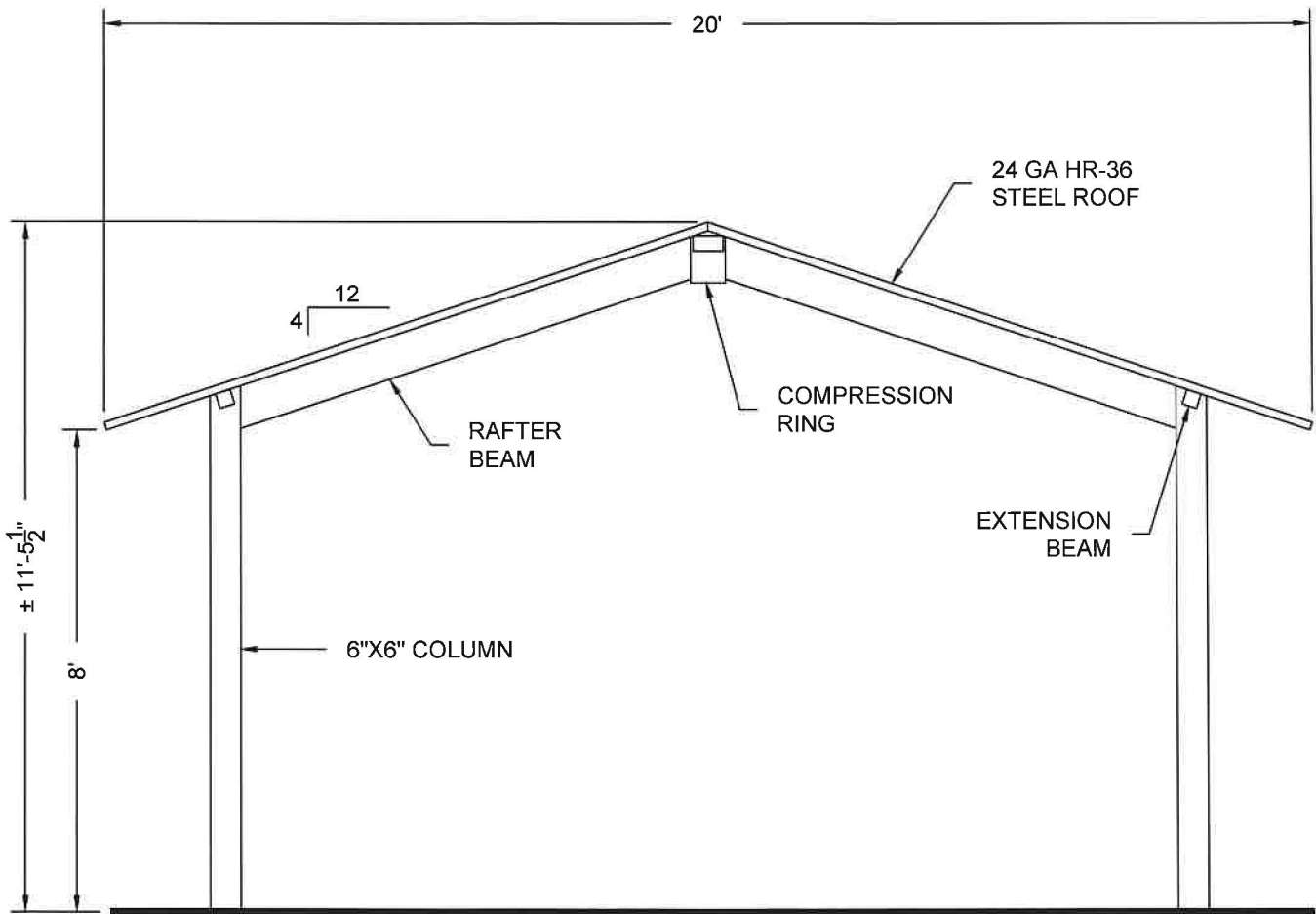
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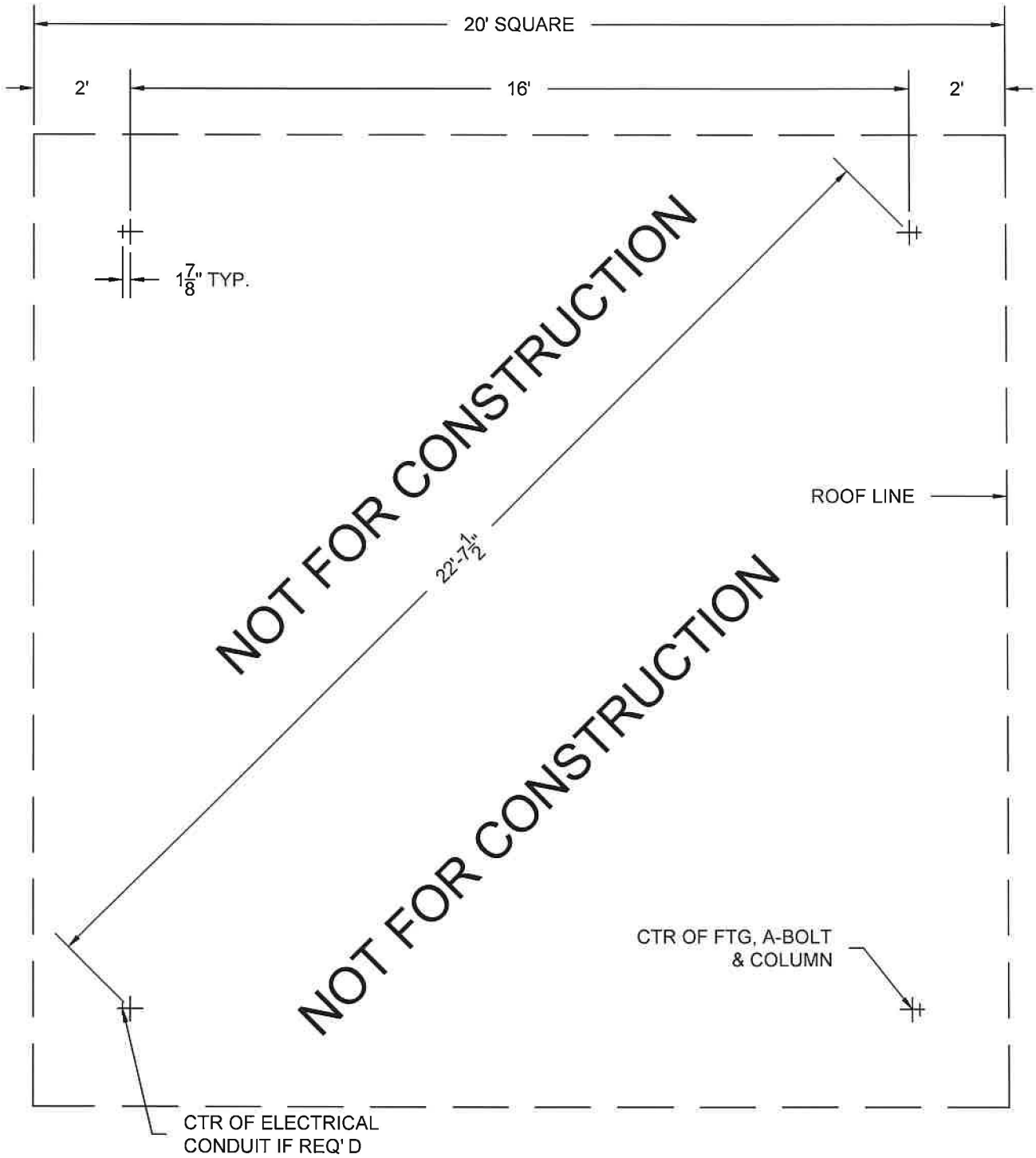
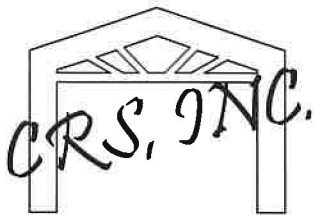
ELEVATION 20'X20' ORLANDO MODEL
NTS



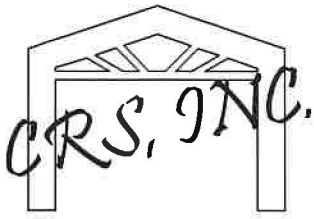
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END ELEVATION 20'X20' ORLANDO MODEL
NTS

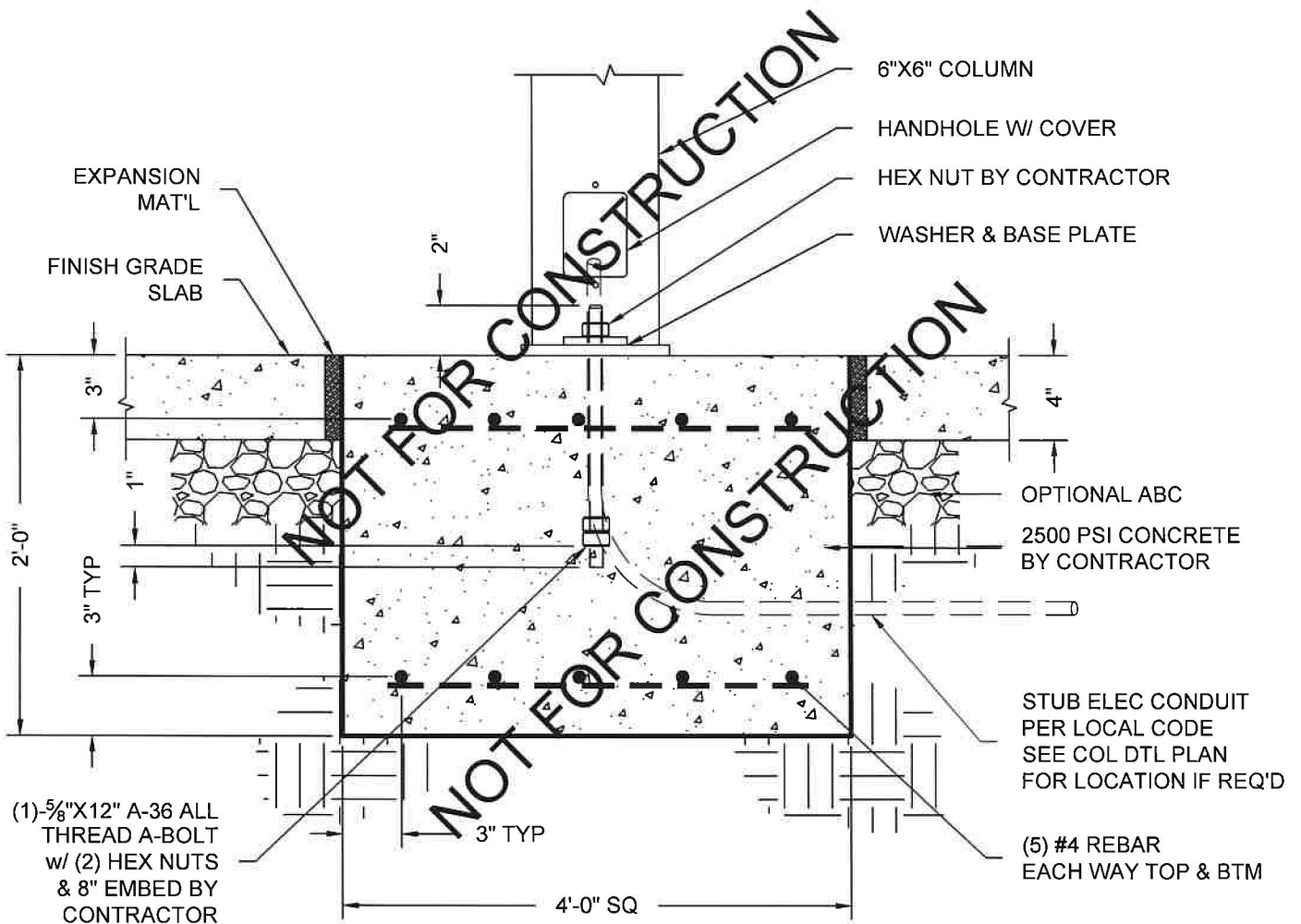
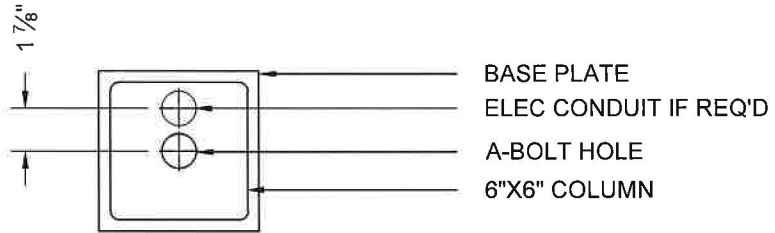


LAYOUT PLAN 20'X20' ORLANDO MODEL
NTS



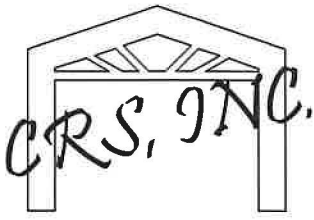
**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



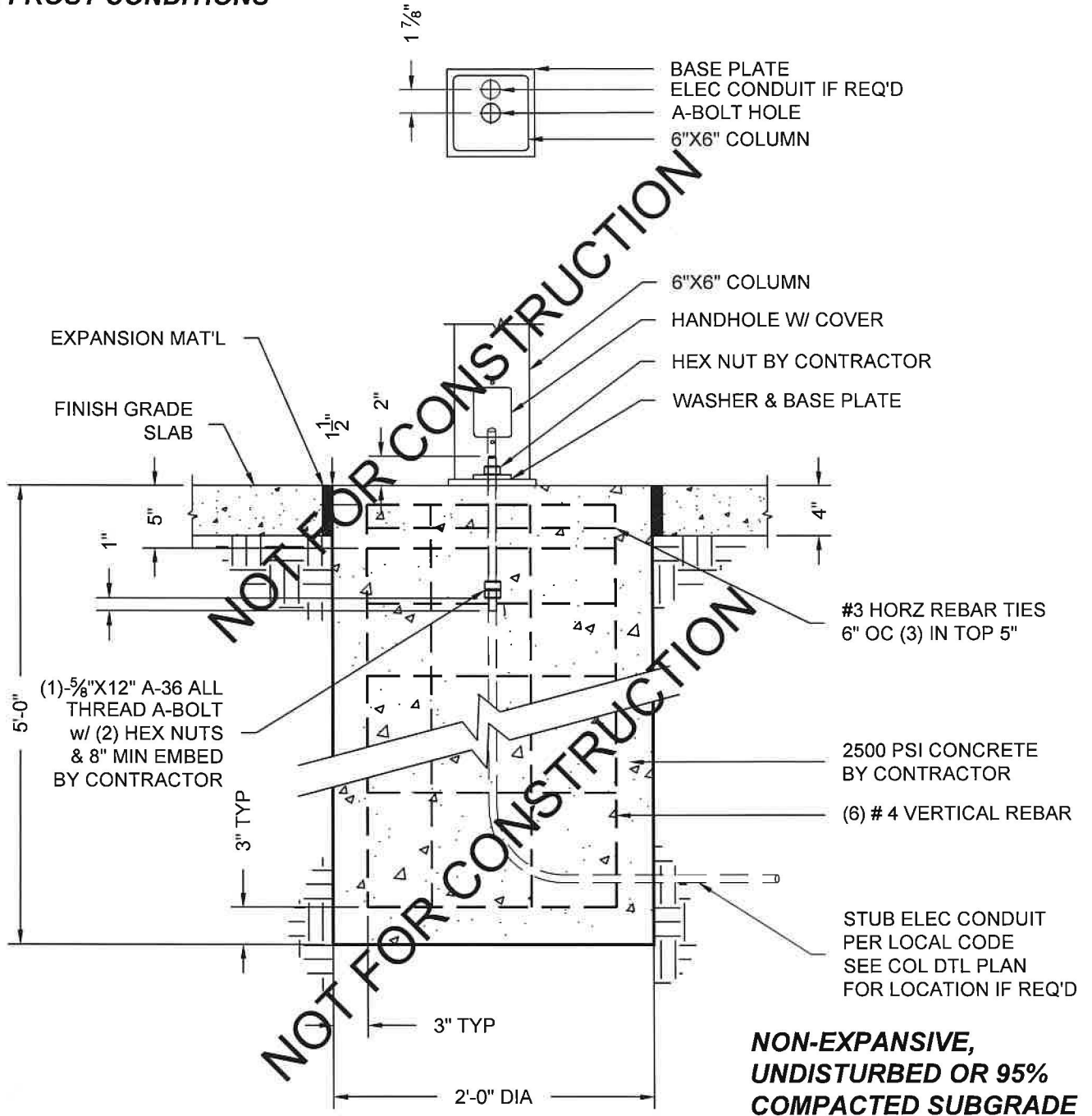
**NON-EXPANSIVE,
UNDISTURBED OR 95%
COMPACTED SUBGRADE**

**1-BOLT SURFACE MOUNT SPREAD FOOTING
20'X20' ORLANDO MODEL
NTS**



**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



**1-BOLT SURFACE MOUNT CAISSON FOOTING
20'X20' ORLANDO MODEL
NTS**



ORLANDO MODEL

20' X 20'

SPECIFICATIONS

Dimensions:

Roof Dimensions	20'-0" x 20'-0"
Column Dimensions (Center to Center)	16'-0" x 16'-0"
Minimum Clearance	8'-0"
Roof Height @ Ridge	±11'-5 1/2"
Gable Roof	4:12 pitch
Square Feet Under Roof	400
Date of drawing	June 19, 2017

Columns shall be 6"x 6" steel tube, minimum .120" wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-325 or A-307 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

Trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 24 gauge "J" channel.

Open or welded "C" channel, "T" beams, "S" or "Z" purlins or angle iron shall not be allowed.



STANDARD SPECIFICATIONS

w/ TRUZINC RICH PRIMER & SUPER DURABLE POWDER COAT PAINT

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2. All members shall be designed according to the "American Institute of Steel Construction (AISC) specifications and the American Iron and Steel Institute (AISI) specifications for cold-formed members.
3. All fabrication welds shall be in strict accordance with the structural welding code of the American Welding Society (AWS) specifications. All structural welds shall be in compliance with the requirements of "Pre-qualified" welded joints. All welding shall conform to ASTM A-233 series E-70XX electrodes - low hydrogen.
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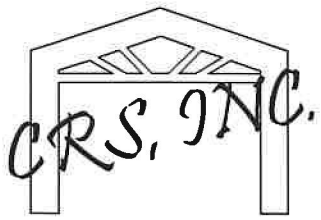
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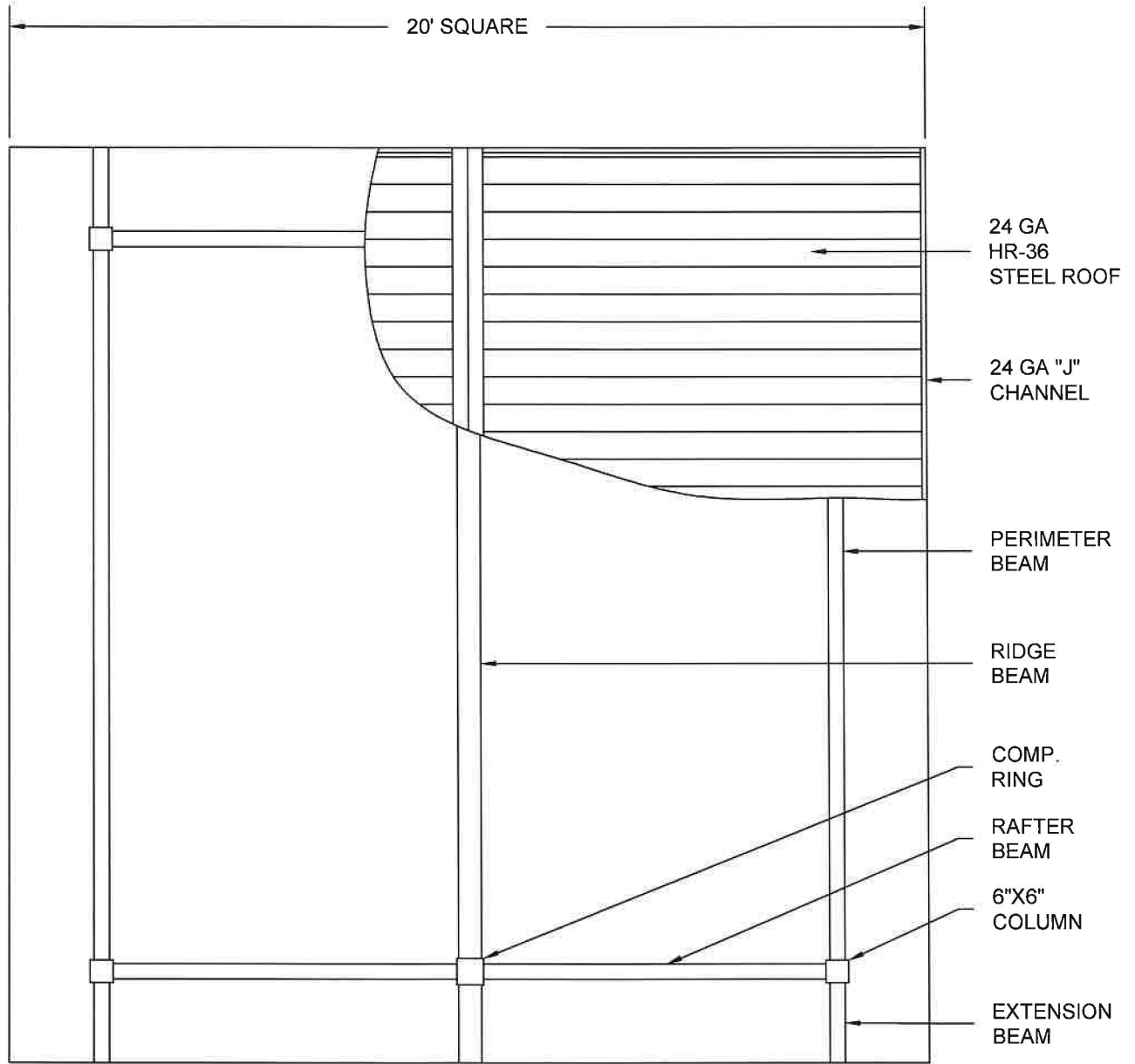
WARRANTEE:

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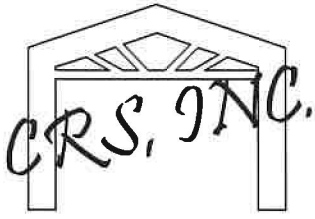
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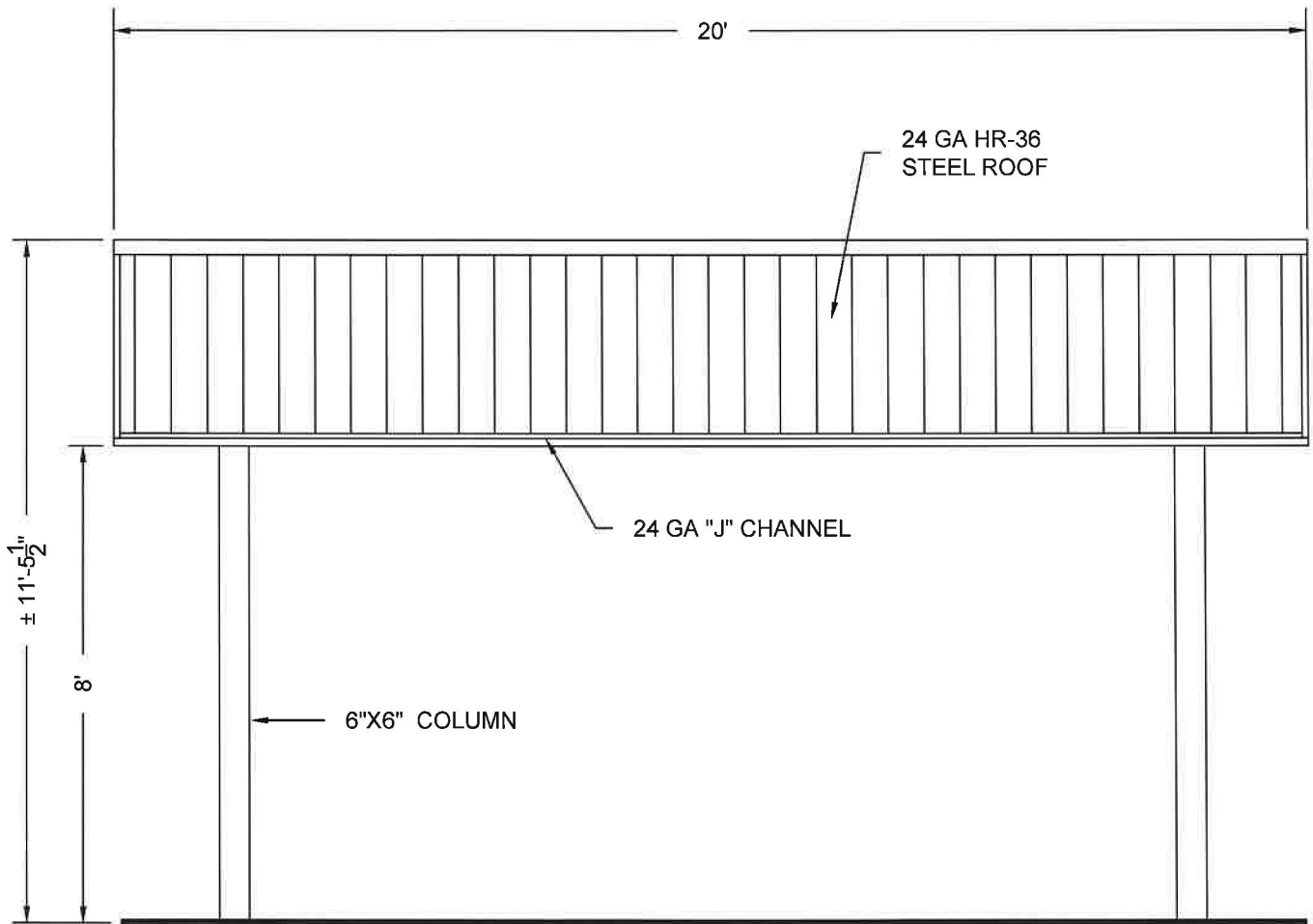
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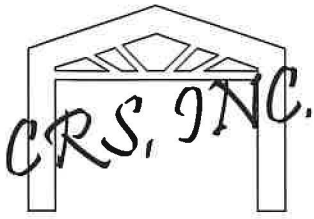
PLAN VIEW 20'X20' ORLANDO MODEL
NTS



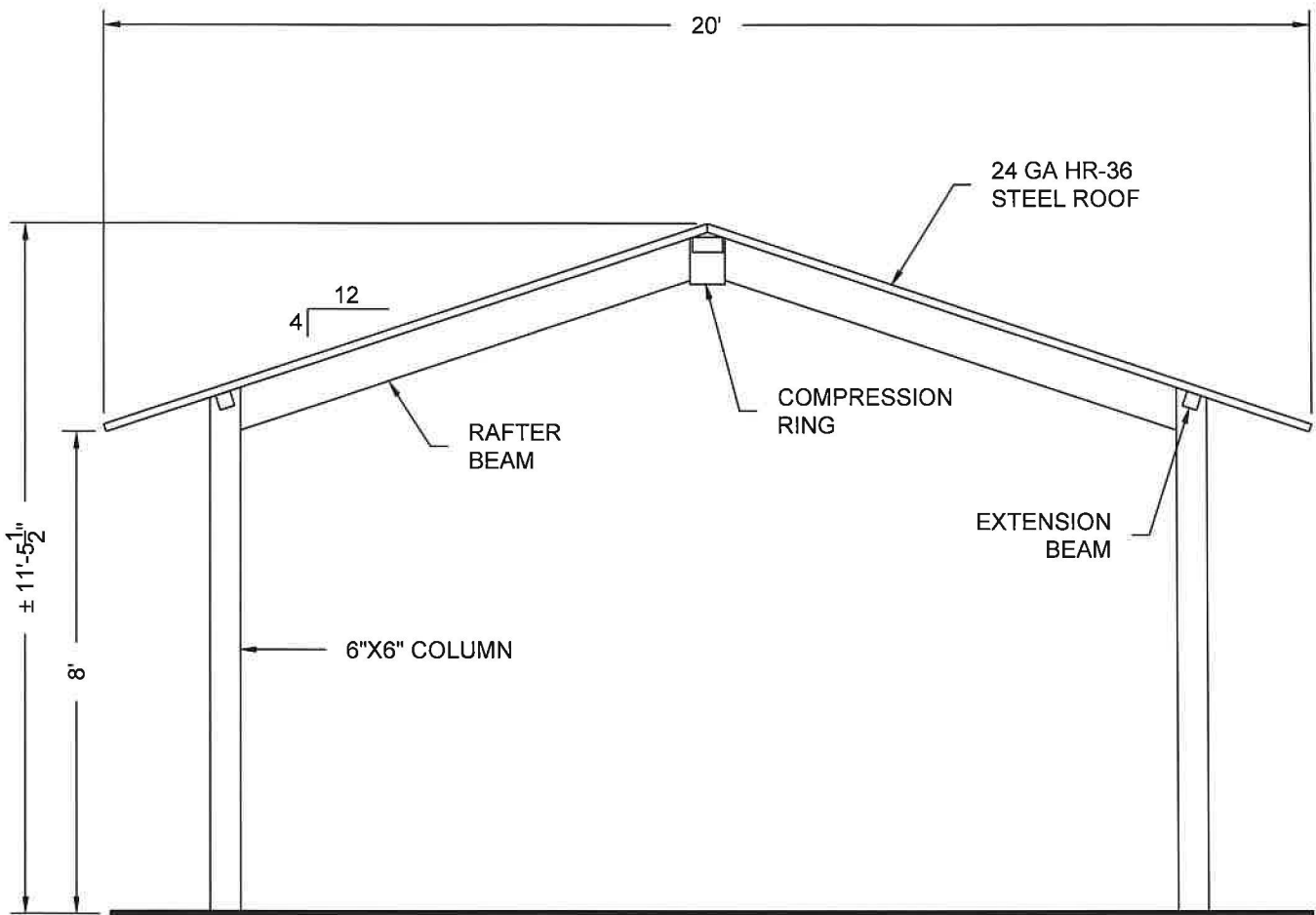
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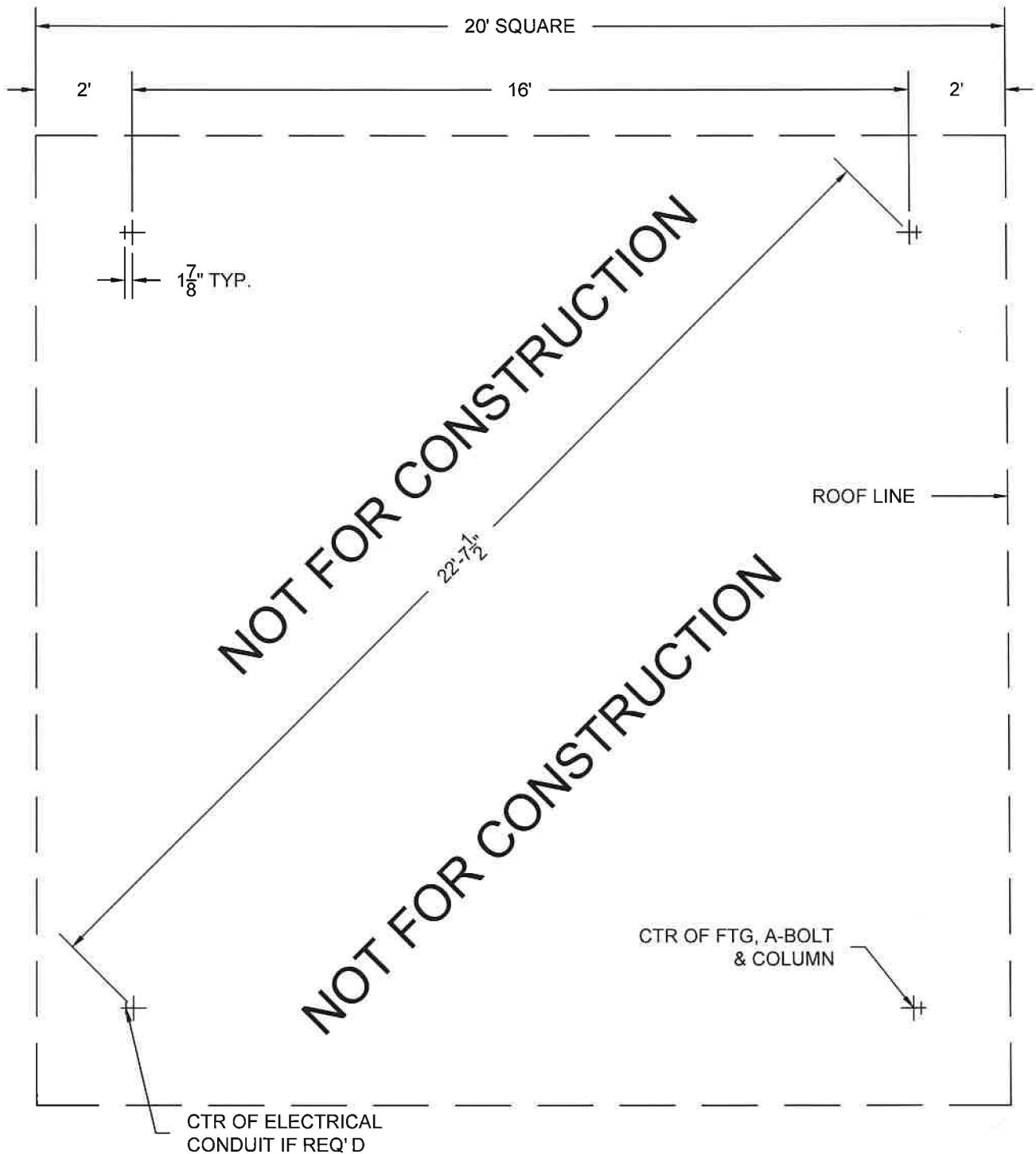
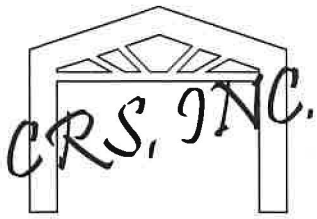
ELEVATION 20'X20' ORLANDO MODEL
NTS



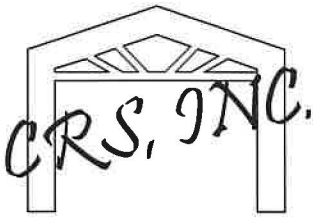
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END ELEVATION 20'X20' ORLANDO MODEL
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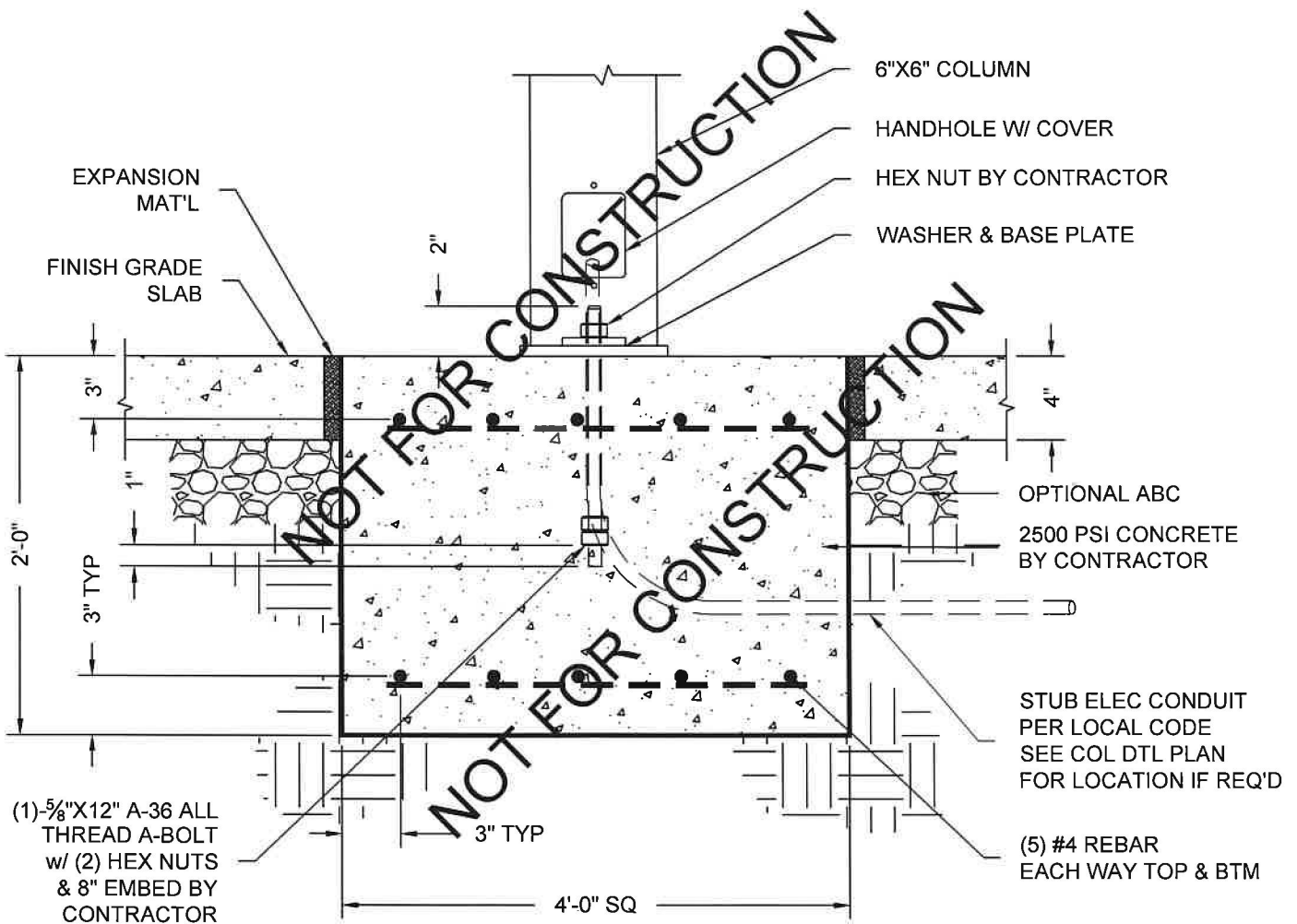
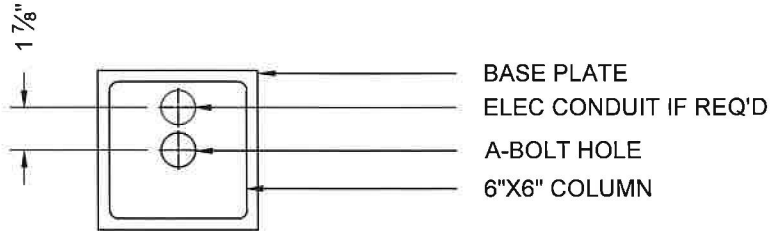


LAYOUT PLAN 20'X20' ORLANDO MODEL
NTS



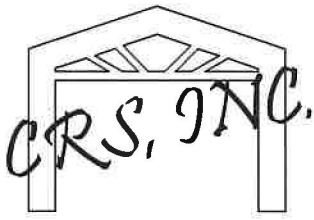
**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



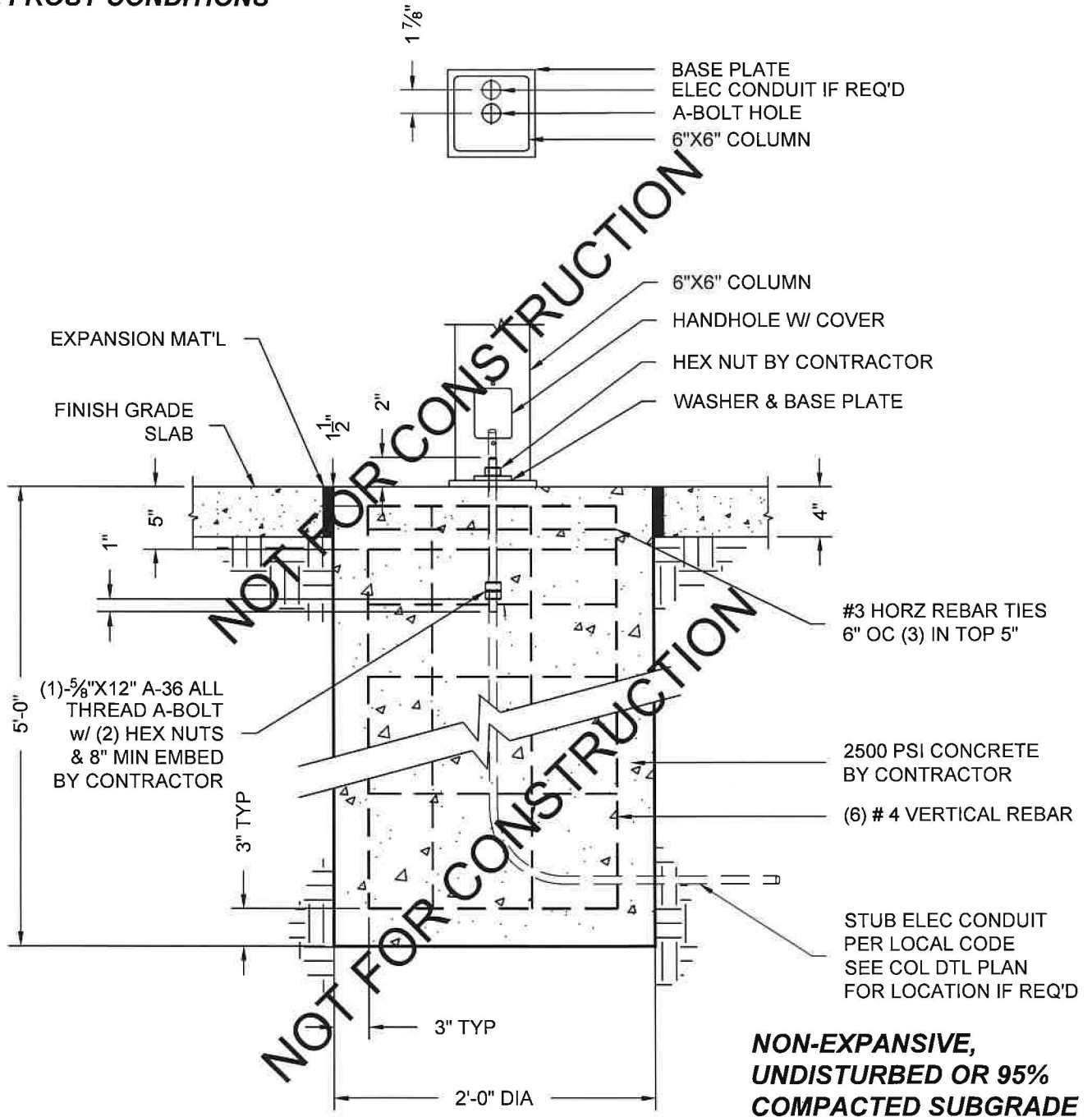
**NON-EXPANSIVE,
UNDISTURBED OR 95%
COMPACTED SUBGRADE**

**1-BOLT SURFACE MOUNT SPREAD FOOTING
20'X20' ORLANDO MODEL
NTS**



**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**



**1-BOLT SURFACE MOUNT CAISSON FOOTING
20'X20' ORLANDO MODEL
NTS**

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656



Federal Insurance Company

AIA Document A312™ - 2010 Performance Bond

Bond No. K41626793

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):
L.E.R., Inc. dba Renner Sports Surfaces
2775 W. 7th Avenue
Denver, CO 80204

OWNER

(Name, legal status and address):
City of Grand Junction, Colorado
250 N. 5th St., #245
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: July 7, 2022

Amount: \$952,350.00

Nine Hundred Fifty Two Thousand Three Hundred Fifty Dollars and 00/100

Description (Name and Location): Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts 5029-22-DH

SURETY (Name and Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

The liability of the Surety under this bond shall not extend beyond one year from the final completion and acceptance of the work by the owner/obligee and in no way shall the Surety be liable under any extended warranty provided by Renner Sports Surfaces or the named Principal on this bond.

BOND

Date (Not earlier than Construction Contract Date): December 15, 2022

Amount: \$952,350.00

Nine Hundred Fifty Two Thousand Three Hundred Fifty Dollars and 00/100

Modifications to this Bond:

None

See Page 4

CONTRACTORS AS PRINCIPAL

Company: _____ (Corporate Seal)
L.E.R., Inc. dba Renner Sports Surfaces

SURETY

Company: _____ (Corporate Seal)
Federal Insurance Company

Signature: _____
Name and Title: *Greg C. McKeown, President*

Signature: *Jeffrey M. Wilson*
Attorney-in-Fact Name: Jeffrey M. Wilson

Signed and Sealed this 15th day of December, 2022

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, Address and Telephone)

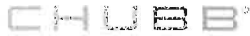
AGENT or BROKER:
McGriff Insurance Services, Inc.
2211 7th Avenue, South
Birmingham, AL 35233
205-252-9871

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety Is obligated, without duplication, for
 - 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
10. The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. **DEFINITIONS**
 - 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
 - 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 27th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 15, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Federal Insurance Company

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



Federal Insurance Company

AIA Document A312™ - 2010 Payment Bond

Bond No. K41626793

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

L.E.R., Inc. dba Renner Sports Surfaces
2775 W. 7th Avenue
Denver, CO 80204
OWNER

(Name, legal status and address):

City of Grand Junction, Colorado
250 N. 5th St., #245
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: July 7, 2022

Amount: \$952,350.00 Nine Hundred Fifty Two Thousand Three Hundred Fifty Dollars and 00/100

Description (Name and Location): Design/Build Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts 5029-22-DH

BOND

Date (Not earlier than Construction Contract

Date): December 15, 2022

Amount: \$952,350.00 Nine Hundred Fifty Two Thousand Three Hundred Fifty Dollars and 00/100

Modifications to this Bond:

None

See Page 4

CONTRACTORS AS PRINCIPAL

Company:

(Corporate Seal)

L.E.R., Inc. dba Renner Sports Surfaces

Signature:

Name and Title:

[Handwritten Signature]
[Handwritten Title: Craig Melchior, Resident]

SURETY

Company:

(Corporate Seal)

Federal Insurance Company

Signature:

Attorney-in-Fact Name: Jeffrey M. Wilson

[Handwritten Signature]

Signed and Sealed this 15th day of December, 2022

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services, Inc.

2211 7th Avenue, South

Birmingham, AL 35233

205-252-9871

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A312™ - 2010.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor

and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

18.1 "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Federal Insurance Company

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdine of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 27th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- 1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 15, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Federal Insurance Company

(NAIC #20281)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.

PHONE: (215) 640-1000.

UNDERWRITING LIMITATION b/: \$445,273,000.

SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Indiana.

Federal Insurance Company



AMB #: 002084 NAIC #: 20281 FEIN #: 131963496

Administrative Office

202B Hall's Mill Road
Whitehouse Station, New Jersey 08889
United States

[View Additional Address Information](#)

Web: www.chubb.com

Phone: 215-640-1000

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies

Assigned to Insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	December 31, 1907

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director: Alan Murray
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	March 17, 2005

Disclosure Information

Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

Press Release

AM Best Affirms Credit Ratings of Chubb Limited and its Subsidiaries
December 10, 2021

[View AM Best's Rating Review Form](#)

Financial Size Category View Definition

Financial Size Category:	XV (\$2 Billion or greater)
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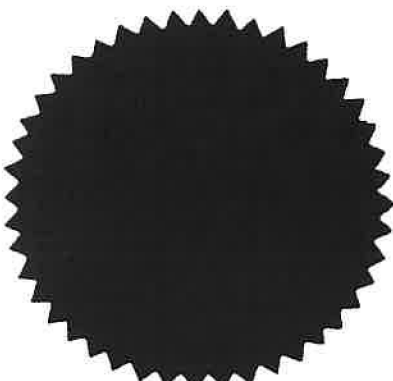


Division of Insurance
DEPARTMENT OF REGULATORY AGENCIES
CERTIFICATE OF AUTHORITY

This is to Certify that the Federal Insurance Company
, organized under the laws of Indiana
subject to its Articles of Incorporation or other fundamental
organizational documents and in consideration of its compliance
with the laws of Colorado, is hereby licensed to transact
business as a Multiple Line
insurance company, for the lines of business designated by the
following numerals: (SEE REVERSE SIDE FOR LEGEND)

19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 33, 41,
42, 43, 44, 45, 46, 47, 48, 54, 55 and 56

as provided by the Insurance Laws of Colorado, as amended,
so long as the insurer continues to conform to the authority
granted by its Certificate and its corporate articles, or its
Certificate is otherwise revoked, cancelled or suspended.



In Witness Whereof, I have hereunto
set my hand and caused the official
seal of my office to be affixed at the
City and County of Denver, this 29th
day of January *, A.D. 19* 91

Jimmie Hill

COMMISSIONER OF INSURANCE

LIFE

- 1 General Life
- Specifically Including:
- 4 Accident & Health
- 5 Annuities
- 6 Credit
- 11 Variable Contracts

TITLE

- 17 General Title

CASUALTY

- 27 General Casualty
- Specifically Including:
- 19 Accident & Health
- 24 Fidelity and Surety
- 25 Motor Vehicle
- 26 Workers' Compensation
- 29 Mortgage Guaranty
- 30 Credit
- 33 Professional Malpractice

PROPERTY

- 41 General Property
- Specifically Including:
- 43 Crop
- 45 Motor Vehicle