



Request for Proposal

RFP-5880-26-KF

Canyon View Park Tennis Courts Resurfacing Project

Proposal Deadline

April 6, 2026, before 1:00 p.m. (Mountain Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

Table of Contents

Section 1.0. Administrative Information & Conditions for Submittal..... 4

Section 2.0. General Contract Terms and Conditions..... 12

Section 3.0: Insurance Requirements 27

Section 4.0: Specifications and Scope of Work 29

 Tentative Calendar of Events: 40

| Event and Details | Date |
|--|---|
| Solicitation Issued/Posted Published via BidNet® Direct – RMEPS | March 6, 2026 |
| Non-Mandatory Virtual Pre-Proposal Conference Refer to Section 1.5.1. | March 16, 2026, 9:00 a.m. (MDT) |
| Non-Mandatory Pre-Proposal Site Visit Refer to Section 1.5.2. | March 23, 2026, 2:00 p.m. (MDT) |
| Inquiry deadline No questions are accepted after 5:00 p.m. (MDT) on this date. | March 25, 2026 |
| Final Addendum Issued (if applicable) | March 27, 2026 |
| Proposal Submission Deadline Electronic submission via BidNet® Direct only | April 6, 2026, before 1:00 p.m. (MDT) |
| Evaluation of proposals Internal review by City-appointed committee | April 6 – 13, 2026 |
| Interviews (if required) Virtual or in-person, by City invitation only | Tentative Interview Time Blocks: April 20-21, 2026 |
| Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes | April 24, 2206 |
| City Council Approval (if required) For contracts meeting the approval threshold | May 6, 2026 |
| Contract execution Contingent upon Council approval and funding availability | May 8, 2026 |

Section 5.0: Preparation and Submittal of Proposals 41

Section 6.0. Evaluation Criteria and Factors 46

Section 7.0. Solicitation Response Form 52

 Subcontractor Disclosure 55

Section 8.0. Appendices 56

 Exhibit 1 – Existing Court Conditions (Photographs)..... 56

 Exhibit 2 – Historical Court Surface Condition Information and Material
 Observations..... 57

Online Documents:

<https://www.gjcity.org/Facilities/Facility/Details/Canyon-View-Park-2>

Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified and experienced tennis court contractors to provide evaluation, repair, and resurfacing services for twelve (12) outdoor tennis courts located at **Canyon View Park – South Courts**.

The selected Contractor shall apply technical expertise, industry best practices, and professional judgment to evaluate existing site conditions and perform the recommended resurfacing necessary to restore safe, durable, and playable court surfaces.

Section 4.0 of this solicitation describes the project objectives, service delivery expectations, facility conditions, technical requirements, construction schedule, and applicable performance standards (Scope of Work). All services and construction activities shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting Contract.

- 1.5. **Non-Mandatory Pre-Proposal Conference and Site Visit Purpose and Participation:**

The pre-proposal conference and site visit provide prospective Proposers with an opportunity to gain a clearer understanding of the project requirements, ask questions, and seek clarification on the Scope of Work. Participation is optional but strongly encouraged to ensure proposals are complete, responsive, and aligned with the City's objectives

Important Notes

- Attendance is not required to submit a proposal.
- Statements made during the pre-proposal conference or site visit shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

1.5.1. Non-Mandatory Virtual Pre-Proposal Conference: A non-mandatory virtual pre-proposal conference will be held to provide an overview of the project and allow Proposers to ask questions regarding the solicitation requirements.

Meeting Details

Date: Monday, March 16, 2026

Time: 9:00 a.m. (Mountain Time)

Location: Virtual via Microsoft Teams

Join Online:

<https://teams.microsoft.com/meet/23763704505795?p=P4xjfgOEIPHsKc8u0s>

Meeting ID: 237 637 045 057 95

Passcode: jF6Us66c

Join by phone:

[+1 945-468-6551,,31336810#](tel:+1945468655131336810)

Phone Conference ID: 313 368 10#

[Find a local number](#)

1.5.2. Non-Mandatory Pre-Proposal Site Visit: A non-mandatory site visit will be conducted following the virtual pre-proposal conference to allow prospective Proposers to observe existing conditions and better understand the site environment associated with the Scope of Work.

Meeting Details

Date: Monday, March 23, 2026

Time: 2:00 p.m. (Mountain Time)

Location:

Canyon View Park — South Tennis Courts



Park Address

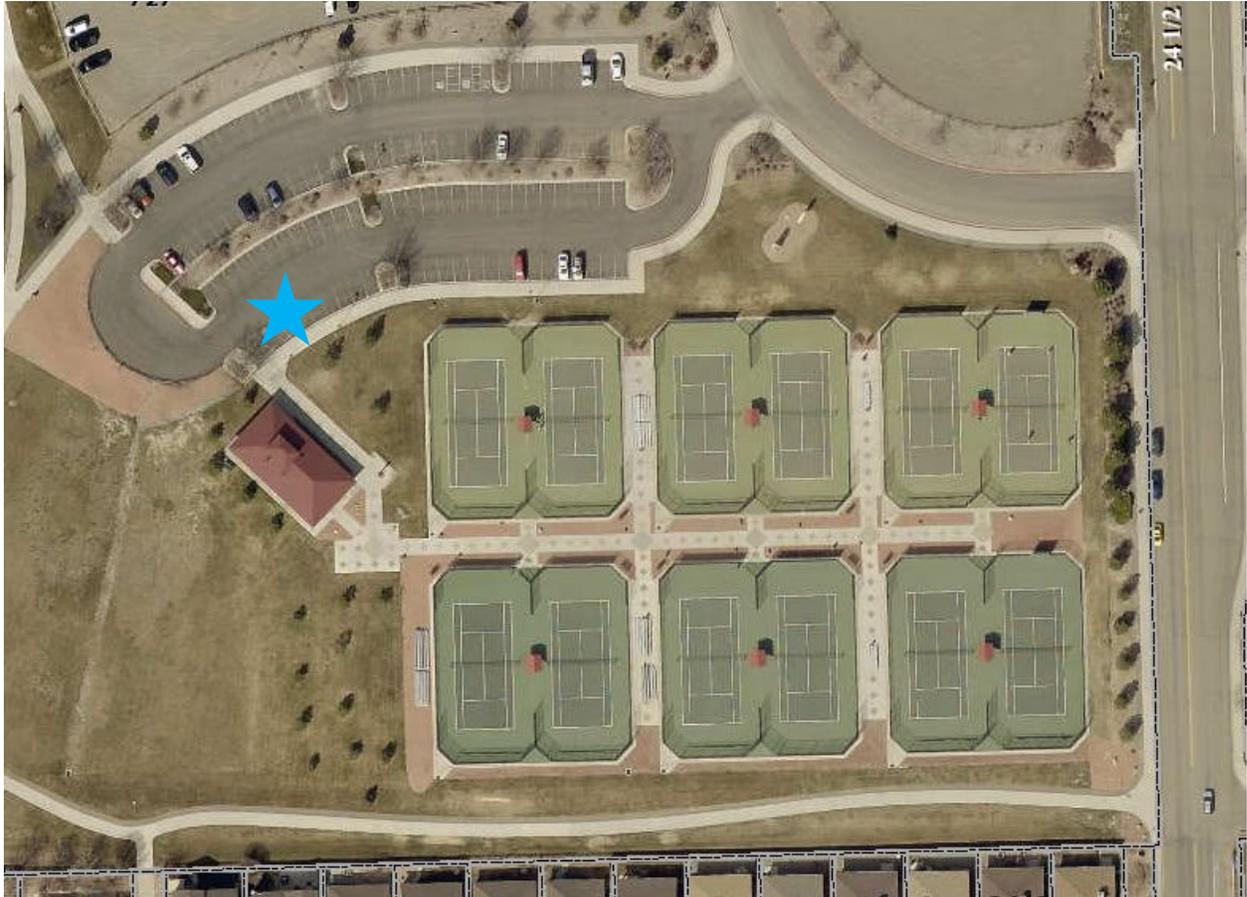
730 24 Road

Grand Junction, CO 81505

Site Access/Entrance:

Enter the park at 24 1/2 Road and G Road, then proceed to the tennis courts.

A map screenshot identifying the meeting location and site access is below:



- 1.6. **The City:** The City will act by and through its authorized representative(s).
- 1.7. **Compliance:** By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.
- 1.8. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.9. **Submission:** Proposers shall prepare and submit proposals following the requirements outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals must adhere to the formatting, content, and submission guidelines specified in that section.

To participate in the public **proposal opening**, please refer to the following virtual meeting information:

**Solicitation Opening: RFP-5880-26-KF
Canyon View Park Tennis Courts Resurfacing Project**

Date/Time: April 6, 2026, 1:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone:

<https://meet.goto.com/636544445>

Or join the meeting by phone.

Access Code: 636-544-445

United States: [+1 \(872\) 240-3311](tel:+18722403311)

To join from a video-conferencing room or system:

Meeting ID: 636-544-445

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 636544445@67.217.95.2 or 67.217.95.2##636544445

Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive proposals—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or a reasonable belief of collusion among the Proposers will be rejected. At

its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.

- 1.13. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, termination of the contract, and potential legal consequences.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent no later than the inquiry

deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

- 1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm" as applicable.

- 1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0, which must be submitted with the proposal.

- 1.22. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.22.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.23. Open Records and Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive

advantage. The unrestricted disclosure of such information places it in the public domain, thereby eliminating any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.23.1. Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.23.2. Upload confidential information as a separate document; and
- 1.23.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer’s competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.24. **Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City’s sole property upon receipt and will not be returned to the Proposer(s) except at the City’s sole discretion. The City’s rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City’s rights under this provision.

- 1.25. **Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.25.1. The Proposer shall possess adequate financial resources, or the ability to obtain such resources, to successfully perform the Work and maintain financial stability throughout the duration of the project. The City may request financial information sufficient to evaluate the Proposer’s financial capacity to fulfil the

Contract. Refer to Section 5.8 for additional information regarding financial disclosures.

1.25.2. Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:

1.25.2.1. A comparison of original schedules to actual completion dates

1.25.2.2. A brief explanation of methods used to manage timelines and mitigate delays

1.25.3. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

1.25.4. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.

1.25.5. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

1.25.6. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, contractor, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted, as surety or otherwise, on any obligation to the City, or that is otherwise determined by the City to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating the Proposer's responsibility, practical knowledge of the Work, and possession of the necessary financial and other resources to successfully complete the Work.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

1.26.1. Submission of more than one Proposal for the same Work by an individual, firm, contractor, corporation, or entity, whether under the same or different name; and

1.26.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion may be disqualified from consideration for this solicitation and from future Work with the City until reinstated as a qualified Proposer.

1.27. Taxes: The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.28. Sales and Use Taxes: The Contractor and all subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal RFP-5880-26-KF

Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

- 1.30. Public Opening (Proposal Receipt Acknowledgement):** The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer’s submission deviates in any way from the City’s stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Work will be performed, and that it has correlated its observations, technical understanding, and professional expertise with the requirements of the Contract Documents.

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intent of the Contract Documents is to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Work, including items not specifically described.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City, in the performance of the Work.

Unless expressly stated otherwise in the Contract, the Contractor shall be responsible for obtaining and maintaining all permits, licenses, approvals, and inspections required to perform the Work, including those necessary for construction activities, material handling, site access, and environmental compliance.

The Contractor shall perform all Work in accordance with applicable safety standards and industry practices. The Contractor shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such inconsistencies in the City's best interest.

- 2.4. Award for Subcontractors and Other Contracts:** As soon as practicable after proposals are received and before the award of the Contract, the successful Contractor shall submit to the City, in writing and for review and acceptance, a list of the subcontractors or other individuals or entities proposed to perform portions of the Work. If specific portions of the Work are not identified in the Proposal, the Contractor shall provide the names of subcontractors proposed for the principal elements of the Work.

Before the Contract award, the City shall notify the Contractor in writing if, after reasonable investigation, it has a valid objection to any proposed subcontractor or entity. If the City reasonably and substantially objects to any listed subcontractor or entity and issues a written notice of such objection before the contract award, the Contractor may, without penalty or forfeiture of proposal security, withdraw its proposal.

Should the Contractor elect to proceed, it may submit an alternate subcontractor or entity acceptable to the City. If the substitution results in a price adjustment, the Contractor shall include the revised amount in its proposal. The City may accept the revised proposal or reject the substitution at its sole discretion.

If the City rejects a proposed subcontractor or entity after the Contract award, the Contractor shall promptly submit a qualified and acceptable replacement. Any adjustment to the Contract Sum resulting from such substitution shall be documented in a Change Order. However, no increase in the Contract Sum will be allowed unless the Contractor can demonstrate that it acted promptly and responsively in submitting the original proposed subcontractor or entity before the award.

- 2.5. Supervision, Coordination, and Quality Assurance:** The Contractor shall provide full-time, on-site supervision and direction for all Work performed under this Contract, employing the highest degree of professional care, technical skill, and attention to detail throughout the execution of the **tennis court resurfacing Work**.

The Contractor shall be solely responsible for:

- 2.5.1.** All means, methods, techniques, sequences, safety practices, and procedures associated with the performance of the Work.
- 2.5.2.** Coordination and integration of all phases and components of the Work, including scheduling and supervision of subcontractors, specialty trades, and site logistics to minimize disruption to park operations and surrounding public facilities.

- 2.5.3.** Ensuring all Work is performed in strict accordance with the Contract Documents, including adherence to the approved specifications, manufacturer product requirements, and industry standards applicable to tennis court surfacing systems.

The Contractor is also responsible for ensuring the quality, safety, and timely completion of all Work performed by its personnel, subcontractors, and suppliers. All deficiencies, defects, or deviations identified during or after completion of the Work shall be promptly corrected at no additional cost to the City and in accordance with **Section 2.25 – Warranty of Work and Materials.**

- 2.6. Responsibility for Those Performing the Work:** The Contractor shall be fully responsible for the acts and omissions of its employees, subcontractors, suppliers, and any other individuals or entities performing any portion of the Work under the Contract.
- 2.7. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by applicable laws, ordinances, permits, and the Contract Documents. The Contractor shall conduct its operations in a manner that minimizes disruption to park operations, surrounding public facilities, and adjacent areas.

The Contractor shall maintain the site in an orderly condition and shall not unreasonably encumber the site with materials, equipment, or temporary structures beyond what is necessary to perform the Work.

- 2.8. Cleanup:** The Contractor shall maintain the project site in a clean, safe, and orderly condition throughout the performance of the Work. Waste materials, debris, and rubbish resulting from the Contractor's operations shall be removed regularly to prevent accumulation and potential hazards to the public.
- 2.9.** Upon completion of the Work, the Contractor shall promptly remove all waste materials, surplus materials, tools, equipment, and temporary facilities from the site and shall leave the premises in a neat and acceptable condition as determined by the City.
- 2.10. Miscellaneous Conditions:** The Contractor is responsible for verifying the availability of materials, production lead times, and all other relevant factors prior to submitting a Proposal. If any specified materials are discontinued, replaced, or unavailable for an extended period, the Contractor shall promptly notify the City in writing. Failure to provide timely notice may result in delays or noncompliance with the Contract, for which the Contractor shall remain responsible
- 2.11. Time:** Time is of the essence for completion of the Project, including all milestones and deadlines established in the Contract Documents. Each Proposer must demonstrate to the City's satisfaction the ability to complete the Work within the Contract Time specified in the Contract Documents.

The **Contract Time** is the period allocated to complete the Work. The commencement date shall be established in the **Notice to Proceed**. If no Notice to Proceed is issued, the commencement date shall be the date of the Contract, another date specified therein, or the date entered on the Solicitation Response Form.

The **Date of Substantial Completion** is the date certified by the City when the Work is sufficiently complete in accordance with the Contract Documents so that the City may occupy or use the site, or a designated portion thereof, for its intended purpose.

2.12. Proposal Bond Requirement: Each proposal must be accompanied by a Proposal Guaranty as a demonstration of good faith on the part of the Proposer. The Proposal Guaranty shall be submitted in one of the following forms:

2.12.1. A certified check or cashier's check drawn on a national or state-chartered bank or trust company authorized to conduct business in the State of Colorado, made payable unconditionally to the **City of Grand Junction;**
– OR –

2.12.2. A Proposal Bond executed by a corporate surety company authorized to conduct business in the State of Colorado, with the City of Grand Junction as Obligee.

The amount of the Proposal Guaranty shall be **not less than five percent (5%) of the total proposed cost.**

Following the issuance of a Notice of Intent to Award, the selected Proposer shall have **ten (10) calendar days** to:

1. Execute a formal Contract with the City in the form prescribed; and
2. Furnish all required bonds, executed by an approved and responsible surety.

Failure to execute the Contract or furnish the required bonds within this period shall result in the forfeiture of the Proposal Guaranty to the City as liquidated damages, not as a penalty.

All submitted proposals, including pricing, must remain valid and binding for **ninety (90) calendar days** from the opening date.

2.13. Performance & Payment Bonds: Before the commencement of Work, the Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount equal to **one hundred percent (100%) of the Contract Price**, as security for the faithful performance of the Work and for the payment of all obligations arising under the Contract.

These bonds shall remain in effect for the duration of the Warranty Period, as specified in the Special Conditions. The Contractor shall also furnish any additional bonds required by the Contract Documents.

2.13.1. All bonds shall be executed on forms provided or approved by the City and issued by surety companies that:

2.13.1.1. Are licensed to do business in the State of Colorado; and

2.13.1.2. Are listed in the current U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

Bonds signed by an attorney-in-fact must be accompanied by a certified copy of the agent's Power of Attorney.

If the surety on any bond furnished by the Contractor becomes insolvent, is declared bankrupt, loses its license to do business in Colorado, or otherwise fails to meet the above requirements, the Contractor shall, within five (5) calendar days, furnish a replacement bond and surety acceptable to the City.

- 2.14. Retention:** To protect the City's interests, a portion of each progress payment will be retained for the construction portion of the Contract. The amount retained shall be five percent (5%) of the value of the completed Work, not to exceed five percent (5%) of the total Contract amount. Once the cumulative retainage reaches this maximum, no further retainage will be withheld from subsequent payments.

All invoices shall clearly indicate the amount of retainage withheld as a separate line item. The final invoice shall request release of the retained amount, subject to the City's final inspection, acceptance of the Work, and receipt of all required closeout documentation.

Final payment, including the release of retainage, shall be made only after completion of the Work and following the City's publication of a Notice of Final Payment in accordance with applicable law. The notice shall be published in a newspaper of general circulation, and a claims period of thirty (30) days shall be provided prior to the release of final payment and retainage

- 2.15. Liquidated Damages for Failure to Meet Project Completion Schedule:** Time is of the essence for completion of the Project in accordance with the construction schedule established in the Contract Documents. If the Contractor fails to achieve **Substantial Completion** by the required date, for any reason not attributable to the City, including but not limited to neglect, delay, refusal, or default, the Contractor shall pay the City **liquidated damages in the amount of \$1,500.00 for each calendar day** that Final Completion is delayed.

The Contractor acknowledges and agrees that, as part of the consideration for the award of this Contract, liquidated damages in the amount of **\$1,500.00 per day** represent a reasonable estimate of the damages the City will incur due to such delay. The parties acknowledge that the City's damage may include, but are not limited to, additional inspection and oversight by City staff, increased contract administration, diversion of City resources, disruption to the park operations, inconvenience to the public, and delay in the public's use and enjoyment of the completed facility. Such damages are difficult to quantify precisely, and the stated amount is agreed to be reasonable and enforceable.

The Contractor shall complete all Work and achieve Final Completion within the time specified in the Contract Documents or within the time established following the City's written **Notice to Proceed**. When the Contractor considers the Work ready for its intended use, the Contractor shall certify in writing that the Work is **Substantially Complete**.

Final Completion shall occur when all punch list items, cleanup, and outstanding work identified by the City have been completed to the City's satisfaction. Unless otherwise stated in the Contract Documents, time shall continue to accrue until the City issues a **written Final Acceptance**

If the Contractor fails to pay liquidated damages upon demand, the City may first apply any retainage or other funds due to the Contractor toward the amount owed. If such funds are insufficient, the Surety under the Contractor's Performance and Payment Bonds shall be liable for payment. The City may also withhold all or part of such damages from any progress or final payment otherwise due to the Contractor.

The liquidated damages provided herein are separate from and in addition to any actual costs the City may incur due to delays to other City projects or contracts caused by the Contractor's failure to perform the Work within the required time. The Contractor shall reimburse the City for such additional costs.

If the Contractor fails to diligently pursue completion of the Work and the time for completion has elapsed, the City may use its own forces or engage others to complete the Work. In such an event, the Contractor shall reimburse the City for all costs and expenses incurred, in addition to any applicable liquidated damages.

- 2.16. Contingency/Force Account:** Contingency or Force Account Work refers to minor, unforeseen, or miscellaneous items not specifically included in the Contract Documents or Scope of Work but determined by the City to be necessary for the proper execution and completion of the Project.

Such Work shall only be performed upon prior written authorization from the City's Project Manager, using the City's approved Contingency/Force Account Authorization form.

Contingency/Force Account funds remain the sole property of the City. The Contractor shall not perform or invoice any Contingency/Force Account Work without written authorization from the City. Any unused contingency funds remaining after completion of the Project shall remain the property of the City, and the Contractor shall have no claim or entitlement to any unexpended contingency amount.

- 2.17. Claims for Additional Cost or Time:** If the Contractor believes it is entitled to an adjustment to the Contract Sum or an extension of the Contract Time, the Contractor shall provide written notice to the City within a reasonable time after the occurrence of the event giving rise to the claim. Such notice shall be provided prior to performing any Work related to the claim, unless the condition constitutes an emergency affecting the safety of persons or property.

In the event of an emergency, the Contractor shall immediately notify the City's Project Manager and proceed only to the extent necessary to protect persons or property, in accordance with the safety provisions of the Contract.

Failure to provide timely written notice in accordance with this section shall constitute a waiver of the claim. No adjustment to the Contract Sum or Contract Time shall be valid unless authorized by a written Change Order executed by the City.

The Contractor acknowledges that it has had the opportunity to inspect the project site and evaluate existing conditions prior to submitting its Proposal. Conditions that are visible, reasonably discoverable, or identified during the pre-proposal site visit shall not be considered unforeseen conditions or grounds for additional compensation

or extensions of Contract Time. Claims for additional costs or time arising from such conditions will not be considered by the City.

- 2.18. Field Orders:** The City may issue written Field Orders to clarify or interpret the Contract Documents in accordance with the specifications, or to authorize minor changes in the Work that do not affect the Contract Sum or the Contract Time. The Contractor shall promptly comply with all such Field Orders.

Field Orders shall not modify the Contract Sum or Contract Time unless confirmed by a written Change Order executed by the City.

- 2.19. Progress & Completion:** The Contractor shall commence the Work on the date established in the Notice to Proceed and shall perform the Work diligently and continuously, providing sufficient labor, supervision, equipment, and materials to ensure timely progress.

The Contractor shall complete the Work within the Contract Time specified in the Contract Documents and shall achieve Substantial Completion and Final Completion in accordance with the project schedule and requirements of the Contract

- 2.20. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Work under the Contract. Upon completion of the required deliverables, the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Work performed under the Contract.

All Work provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Work. Additionally, all Work must fully comply with applicable laws, ordinances, and regulations.

- 2.21. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property. The Contractor shall implement and maintain all necessary precautions to safeguard the public, workers, and property, including, but not limited to, installing protective barriers, posting appropriate warning signs, establishing safety procedures, and providing notice to affected parties, such as owners and users of adjacent utilities.

The Contractor shall take all reasonable measures to protect park users, City staff, and surrounding facilities during the performance of the Work.

Should any direct or indirect damage, injury, or loss to public or private property arise from any act, omission, negligence, or misconduct of the Contractor in the performance of the Work under this Contract, or from the Contractor's failure to perform its obligations, the Contractor shall, at its sole expense, promptly repair or

restore the affected property to a condition equal to or better than its condition prior to the damage. Restoration shall be completed in a manner acceptable to the City.

If the Contractor fails to promptly remedy such damage, the City may take corrective action and recover all associated costs from the Contractor.

- 2.22. Changes to the Work:** The City may request changes within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

No change shall be considered authorized or binding unless documented in a written Change Order executed by duly authorized representatives of both Parties. The Contractor shall not proceed with any change to the Work until a fully executed Change Order has been issued.

Adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents. No claim for additional compensation or extension of time shall be valid unless authorized through an approved Change Order

- 2.23. Minor Changes in the Work:** The City may authorize minor changes in the Work that do not alter the Contract Sum, extend the Contract Time, or conflict with the intent of the Contract Documents. Such minor changes may be issued through written direction from the City and shall be consistent with the requirements of the Contract.

- 2.24. Correction of Work:** The Contractor shall perform the **Work** in accordance with the requirements of the Contract Documents and with the degree of skill, care, and diligence ordinarily exercised by qualified contractors performing similar work under similar circumstances.

If any portion of the Work does not conform to the requirements of the Contract, the Contractor shall, at no additional cost to the City, promptly correct such nonconforming Work to the satisfaction of the City.

If the Contractor fails to correct the nonconforming Work within a reasonable time after written notice from the City, the City may take appropriate corrective action and recover from the Contractor the costs incurred as a direct result of such failure, in accordance with the terms and remedies provided in the Contract.

- 2.25. Warranty of Work and Materials:** The Contractor warrants to the City that all Work performed and all materials and equipment furnished under this Contract shall be new, unless otherwise specified in the Contract Documents, and shall be free from defects in workmanship and materials and in full conformance with all requirements of the Contract Documents.

Any Work that does not meet the standards set forth in the Contract Documents may be deemed defective by the City. Upon request, the Contractor shall promptly provide satisfactory evidence of the origin, quality, compliance, and specifications of any materials, equipment, or components used in the performance of the Work.

The Contractor shall, at no additional cost to the City, correct any deficiencies in the Work discovered within **one (1) year from the date of Final Acceptance by the City**, or within any longer warranty period specified by the manufacturer or required by law. This includes, but is not limited to:

- Defects in surface preparation, crack repair, or installation of the resurfacing system
- Failure of coatings, bonding, adhesion, or surface integrity
- Nonconformance with performance standards, manufacturer specifications, or Contract requirements
- Premature deterioration, peeling, delamination, or other surface failures affecting playability or safety

During the warranty period, the Contractor shall:

- Promptly repair or replace any defective or non-conforming materials, equipment, or workmanship
- Coordinate with manufacturers to facilitate warranty claims, inspections, or repairs when applicable
- Provide the City with all applicable manufacturer-issued warranty documentation and maintenance recommendations
- Address any safety-related concerns with immediate priority

The Contractor shall assign to the City any **manufacturer warranties applicable to materials, coatings, repair systems, or surface systems installed as part of the Work**. Such warranties shall remain in effect for the full duration offered by the manufacturer.

This warranty is in addition to, and not in limitation of, any rights the City may have under applicable law, the Contract, or any manufacturer's warranties provided with installed materials or systems.

If the Contractor fails to commence and diligently pursue correction of defective or nonconforming Work within **ten (10) calendar days** after written notice from the City, the City may, at its sole discretion, undertake such correction. The Contractor shall be responsible for all direct and indirect costs incurred by the City in doing so, including the removal and replacement of defective Work.

Additionally, the Contractor shall be responsible for repairing or restoring, to the satisfaction of the City, any portion of the Work, or any work performed by others, that is damaged or affected because of correcting, removing, or replacing defective Work.

2.26. Acceptance Not Waiver: The City's review, approval, acceptance, or payment for any portion of the **Work** shall not relieve the Contractor of its responsibility to perform the Work in full accordance with the requirements of the Contract Documents.

No review, approval, acceptance, inspection, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute acceptance of defective or nonconforming Work.

- 2.27. Change Orders and Amendments:** No oral statement, agreement, or representation by any individual shall modify, change, or affect the terms, conditions, or requirements of the Contract.

All amendments, modifications, or Change Orders to the Contract must be executed in writing and approved by the City's Contract Administrator or other duly authorized representative of the City. Written modifications executed in accordance with the City's established procedures shall be the only valid method for altering the Contract.

- 2.28. Continuation of Work:** The Contractor shall continue performance of the Work in accordance with the Contract Documents during the resolution of any dispute, claim, or request for adjustment, unless otherwise directed in writing by the City.

The Contractor shall not suspend, delay, or interrupt the Work without the prior written authorization of the City, except when necessary to protect the safety of persons or property.

Unauthorized suspension or delay of the Work may constitute a material breach of the Contract.

The Contractor shall maintain adequate labor, equipment, and materials necessary to ensure continuous progress toward completion of the Work.

- 2.29. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.

- 2.30. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements governing the performance of the Work under the Contract.

The Contractor warrants that it is fully qualified to perform the required Work and possesses all necessary authority, skills, experience, and licenses required by law. All required licenses and registrations shall remain in good standing for the duration of the Contract.

- 2.30.1. Contractor Licensing:** The Contractor shall hold all licenses required by the State of Colorado and any applicable local jurisdictions necessary to perform tennis court resurfacing work. All licenses shall remain active and in good standing throughout the Contract. The Contractor shall provide evidence of such licenses upon request by the City.

- 2.31. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contract or program.

- 2.32. Confidentiality:** The Contractor shall keep confidential any non-public information disclosed by the City or obtained in connection with the performance of the Work,

except as required by law. The Contractor shall take reasonable measures to safeguard such information and to ensure that its employees, subcontractors, and agents comply with this obligation.

Nothing in this section shall be interpreted to limit the City's obligations under CORA or other applicable public record laws.

- 2.33. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.34. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.35. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work; 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.
- 2.36. Employment Discrimination:** During the performance of any Work, the Contractor agrees to:
- 2.36.1.** The Contractor 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. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.
 - 2.36.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
 - 2.36.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.37. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.38. Failure to Perform:** If the Contractor fails to perform the Work in accordance with the requirements of the Contract Documents, including failure to maintain satisfactory progress, failure to meet the required schedule, failure to provide sufficient labor,

materials, or equipment, or failure to correct defective or nonconforming Work, the City may provide written notice requiring the Contractor to cure such deficiencies.

If the Contractor fails to promptly correct the identified deficiencies within the time specified by the City, the City may, without further notice, take appropriate corrective action, including procuring substitute work from other sources or supplementing the Contractor's workforce and resources. The Contractor shall be responsible for any reasonable additional costs incurred by the City as a direct result of such failure.

If the Contractor's failure materially affects the Project schedule, public safety, or the quality and integrity of the Work, the City may take immediate action, including suspension of the Work or termination of the Contract, in accordance with the Contract Documents.

2.39. Failure to Enforce: The City's failure at any time to enforce any provision of the Contract shall not be deemed a waiver of that provision or of any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from subsequently enforcing any provision in accordance with the terms of the Contract.

2.40. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, or other events beyond the reasonable control of the Contractor. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.41. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

2.42. Independent Contractor: The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.43. Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, data, photographs, inspection records, recommendations, and other materials prepared by the Contractor in connection with the performance of the Work under this Contract shall become the property of the City upon creation.

The Contractor may retain copies of such materials for its records, but shall not use, reproduce, or distribute them for any purpose unrelated to the performance of the Work without the prior written consent of the City.

All information, data, and materials provided by the City to the Contractor shall remain the exclusive property of the City and shall not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the City's prior written consent.

- 2.44. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Work or the use of the Work Product.

The City shall have no liability to the Contractor for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Contractor shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

- 2.45. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in the State of Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado. Any action arising under or related to the Contract shall be brought exclusively in the District Court of the 21st Judicial District, Mesa County, Colorado.

In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.

- 2.46. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.

- 2.47. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

2.48. Public Funds and Non-Appropriation of Funds: Payment for work under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation-of-funds clause to ensure compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

2.49. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

2.50. Default: The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform work in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute work from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

2.51. Piggyback: Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Contractor and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Contractor and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.52. Definitions: Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within

specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

2.52.1. “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents who are responsible for fulfilling the obligations under the Contract.

2.52.2. “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.52.3. The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Work. This sum includes all materials, labor, equipment, work, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made in accordance with the Contract and must be duly authorized by both Parties.

2.52.4. “Contract Time” means the period during which the Contractor is obligated to perform the Work under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.

2.52.5. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Work. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

2.52.6. “Key Personnel” refers to the designated individual(s) from the Contractor, Contractor, or Firm who are identified as essential to the successful execution

and completion of the Work. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work under the Contract. Any reassignment or replacement of key Personnel shall require prior written approval of the City, as provided in the Contract Documents.

- 2.52.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Contractor, or Firm to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.52.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.52.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.52.10.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Work under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.
- 2.52.11.** “Substantial Completion” shall be determined by the City when the courts are fully playable and safe for public use, excluding minor punch list items.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor’s performance of Work under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Contractor of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

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

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to premises and operations, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual liability, and products and completed operations coverage. The policy shall contain a provision for severability of interest.

Coverage shall remain in effect for the duration of the Contract, and products and completed operations coverage shall remain in effect for at least two (2) years following final acceptance of the Work.

The policy shall not contain any exclusion for explosion, collapse, or underground hazards (XCU), if applicable.

- (b) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Work.

- (c) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

3.1. **Additional Insured Endorsement**

The **Commercial General Liability** and **Automobile Liability** policies shall name the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. The Contractor's insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance. The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions under any policy required by this Contract. The Contractor and its insurers shall waive all rights of subrogation against the City of Grand Junction, its elected and appointed officials, employees, and volunteers.

3.2. **ACCORD Certificate of Insurance**

Prior to commencing any Work, the Contractor shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

The Contractor shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy. Coverage shall apply to both ongoing and completed operations.

Proof of insurance must be submitted to and approved by the City before any on-site or remote-access work begins.

3.3. Notice of Cancellation

Policies shall ensure that the City receives at least thirty (30) days' written notice of cancellation or material change.

Section 4.0: Specifications and Scope of Work

4.1. Background and Procurement Approach: In prior resurfacing solicitations, including 2017, the City utilized a prescriptive Invitation for Bids (IFB) format with detailed material specifications and brand-specific requirements. While those projects were completed, subsequent performance issues, including recurring cracking and surface deterioration, were noticed in later repair records.

Based on internal discussions regarding lessons learned from the 2017 procurement and subsequent maintenance history, the City has determined that a strictly prescriptive specification may limit innovation and may not fully address underlying structural or base-related conditions contributing to recurring distress.

Accordingly, the City has elected to utilize an RFP format rather than an IFB for the Canyon View Park South Tennis Courts project.

The RFP method is intended to:

- Allow qualified contractors to evaluate existing site conditions and propose technically appropriate, long-term solutions.
- Encourage alternative repair methodologies, crack mitigation systems, or partial reconstruction strategies where warranted.
- Avoid restricting the project to a single manufacturer or surface system.
- Place greater emphasis on durability, warranty, and lifecycle performance rather than lowest initial cost alone.
- Provide the City with comparative technical approaches before selecting a contractor.

The City is seeking a comprehensive resurfacing strategy that addresses the root causes of deterioration rather than relying solely on surface treatments.

4.2. Scope of Work

4.2.1. Project Overview

The City of Grand Junction is seeking qualified contractors to evaluate and resurface twelve (12) outdoor tennis courts located at Canyon View Park – South Courts.

Each group of courts is approximately 14,842 square feet, for an estimated total resurfacing area of 89,052 square feet.

This square footage is provided for informational purposes to assist Proposers in preparing proposals. Proposers are responsible for verifying site conditions and quantities necessary to perform the Work.

The City intends to address existing surface deterioration and implement durable repairs that extend the service life and playability of the courts. The City has elected to issue this solicitation as an RFP to allow qualified contractors to recommend the most appropriate resurfacing approach based on its professional evaluation of the courts.

Proposers shall assess existing conditions and propose repair and resurfacing methods designed to provide a durable, safe, and playable surface suitable for municipal recreational use.

Proposers shall identify the likely underlying causes of observed surface deterioration and describe how the proposed repair system mitigates those conditions.

4.2.2. Existing Conditions

The Canyon View Park South tennis courts have experienced surface deterioration over time, including cracking, surface wear, and other conditions commonly associated with aging outdoor sports court surfaces.

The City has performed periodic repairs in prior years. Historical repair information is provided for reference; however, Proposers are responsible for evaluating existing site conditions and determining the most appropriate repair and resurfacing approach.

A **non-mandatory site visit** will be provided to allow Proposers to inspect the courts and assess existing conditions.

The City has identified various areas of deterioration on the Canyon View Park Southeast tennis courts, including cracking, surface chipping, localized damage near fencing and equipment areas, and other surface defects.

Photographs illustrating representative examples of these conditions are provided in **Exhibit 1 – Existing Court Conditions (Photographs)** for informational purposes only. These images are intended to assist Proposers in understanding the general condition of the courts.

The City has also compiled historical photographs and observations related to surface performance and wear characteristics of the Canyon View Park South tennis courts. This information includes photographs and observations related to surface sand-to-binder ratios and areas where surface sand has migrated onto the court surface.

These materials are provided in **Exhibit 2 – Historical Court Surface Information and Material Observations** for informational purposes only. The information is intended to assist Proposers in understanding potential contributing factors to the deterioration of the existing courts. Proposers remain responsible for conducting its own evaluation of existing site conditions and recommending a resurfacing approach consistent with the performance standards and project objectives identified in this solicitation.

4.2.3. Contractor Responsibilities

The selected Contractor shall provide all labor, materials, equipment, supervision, and expertise necessary to evaluate, repair, and resurface the tennis courts.

The Contractor shall be responsible for developing and implementing a comprehensive resurfacing approach that addresses the existing surface conditions and achieves the performance standards established in this solicitation.

The Work may include, but is not limited to:

- Surface evaluation and condition assessment
- Crack repair or mitigation
- Surface patching or leveling
- Birdbath correction
- Surface preparation and cleaning
- Application of resurfacing systems and coatings
- Court color coating and texture systems
- Line striping in accordance with USTA standards
- Cleanup and restoration of the work area

The Contractor shall recommend methods and materials to extend the useful life of the courts and minimize recurring surface issues.

4.2.3.1. Contractor Evaluation of Existing Conditions: Proposers are responsible for reviewing available documentation, attending the site visit if desired, and conducting its own evaluation of existing court conditions. Submission of a Proposal constitutes acknowledgment that the Proposer has satisfied itself as to the nature and location of the Work, the general and local conditions affecting performance, and the character of equipment and materials required.

Claims for additional compensation based on conditions that could reasonably have been identified through visual inspection or professional evaluation prior to submitting a Proposal will not be considered.

4.2.4. Proposed Resurfacing Approach and Methodology

The Proposer shall clearly describe the recommended approach for resurfacing the courts. The Proposal shall include, at a minimum:

4.2.4.1. Description of Proposed System

RFP-5880-26-KF

- Description of the proposed repair and resurfacing system
- Explanation of how the system addresses existing surface conditions
- Identification of materials and products to be used
 - Material Compatibility: Proposed repair materials and coatings shall be compatible with the existing asphalt or concrete substrate.
- Manufacturer information and product specifications
 - Manufacturer Certification: If proprietary resurfacing systems are proposed, the Contractor shall demonstrate certification or authorization by the manufacturer to install the system.

4.2.4.2. Rationale for Proposed Method

- Explanation of why the proposed method is appropriate for the existing courts
- Expected durability and performance of the system
- Advantages and limitations of the proposed approach

4.2.4.3. Surface Preparation and Repair Methods

- Crack repair methods
- Surface patching and leveling techniques
- Birdbath or depression correction methods
- Preparation procedures prior to coating application

4.2.4.4. Materials and Products

- Description of all coatings, repair materials, and surface systems
- Manufacturer name and product line
- Material compatibility and installation requirements

4.2.4.5. Warranty Information

- Contractor workmanship warranty
- Manufacturer product warranties
- Description of coverage and duration

4.2.4.6. Construction Schedule

Proposers shall provide a preliminary project schedule including:

- Mobilization
- Surface preparation and repair activities
- Coating application
- Line striping
- Cure time

- Final inspection and completion

The schedule shall demonstrate the Proposer's ability to meet the **required construction window and final completion deadline** established in this solicitation.

4.2.5. Maintenance Considerations

Proposers shall identify any recommended maintenance practices that will help preserve the court surface and extend the life of the resurfacing system.

4.2.6. Submittals

The Contractor shall provide any required product data sheets, installation guidelines, manufacturer specifications, and warranty documentation associated with the proposed surface system.

- 4.3. Performance Standards and Service Levels:** All Work performed under this Contract shall meet or exceed applicable industry standards and the manufacturer's specifications for tennis court surfacing systems. All Work shall comply with applicable industry standards, including current guidelines published by the **United States Tennis Association (USTA)** and the **American Sports Builders Association (ASBA)**, where applicable.

In the event of a conflict between manufacturer recommendations and industry standards, the more stringent requirement shall apply.

Surface coatings shall not be applied under weather conditions that could adversely affect curing, bonding, or final surface performance.

The completed tennis courts shall meet the following minimum performance standards:

4.3.1. Surface Preparation

The Contractor shall properly clean, repair, and prepare all existing surfaces prior to application of repair materials or coatings. All loose materials, contaminants, and deteriorated coatings shall be removed to ensure proper bonding of the new surface system.

4.3.2. Surface Application Conditions

All surface preparation, repair, and coating applications shall be performed only under environmental conditions recommended by the manufacturer of the materials being applied.

The Contractor shall not apply coatings or surface materials when temperature, humidity, moisture, precipitation, or other weather conditions could adversely affect bonding, curing, or the long-term performance of the surface system.

If adverse conditions occur, the Contractor shall suspend application activities until acceptable conditions exist. The Contractor shall be responsible for verifying that environmental conditions are suitable for the application and curing of all materials.

4.3.3. Surface Adhesion and Bonding

All surface coatings and repair materials shall properly bond to the existing substrate. The finished surface shall exhibit no peeling, flaking, delamination, or separation from the underlying surface during the warranty period.

4.3.4. Surface Uniformity

The finished surface shall be smooth and uniform, free from ridges, bumps, blisters, peeling, or other defects that could affect playability or safety.

4.3.5. Surface Levelness and Birdbath Tolerance

The finished courts shall be free of depressions or “birdbaths” that interfere with normal play. Any surface depression that retains standing water beyond acceptable industry tolerances shall be corrected by the Contractor at no additional cost to the City.

4.3.6. Surface Traction

The finished surface shall provide adequate traction for safe play under normal conditions and shall not create slip hazards.

4.3.7. Crack Repair Performance

Crack repairs shall be performed using industry-accepted methods intended to minimize crack reflection and extend the service life of the court surface. Repairs shall be flush with the surrounding surface and shall not create ridges, depressions, or visible irregularities that affect playability or surface performance.

4.3.8. Surface Coating and Color Application

All coatings shall be applied in accordance with manufacturer specifications and industry standards to ensure uniform texture, color consistency, and slip-resistant performance.

The finished courts shall have a uniform color, texture, and appearance free of visible streaking, patch outlines, or inconsistent coating thickness.

4.3.9. Line Striping

Court lines shall be accurately laid out and striped in accordance with current USTA tennis court dimensions and standards. Lines shall be straight, uniform in width, and clearly visible.

4.3.10. Workmanship

All Work shall be performed by qualified personnel experienced in tennis court resurfacing systems. The Contractor shall ensure proper surface preparation, material application, and curing to achieve a durable finished product.

4.3.11. Compliance with Manufacturer Specifications

All materials shall be installed in accordance with the manufacturer's installation requirements and recommendations.

4.3.12. Warranty Performance

The completed Work shall meet all warranty requirements specified in the Contract and shall remain free from defects in materials and workmanship during the warranty period.

4.3.13. Surface System Durability

The proposed tennis court surfacing system shall be designed to provide durable performance suitable for municipal recreational use. The Contractor shall recommend repair and resurfacing methods intended to maximize the service life of the courts and minimize recurring cracking or surface failure.

4.3.14. Maintenance Recommendations

Upon completion of the Work, the Contractor shall provide written maintenance recommendations for the resurfaced tennis courts. The recommendations shall include guidance on routine cleaning, inspection practices, and any maintenance procedures necessary to preserve surface performance and extend the service life of the court system.

The Contractor shall also identify any practices or conditions that may adversely affect the performance or longevity of the surface system.

4.4. Surface System Durability: The proposed repair and resurfacing system shall be designed to provide long-term durability under normal recreational tennis use and environmental conditions typical of the Grand Junction region. The Proposer shall describe how the proposed system addresses existing surface deterioration, crack propagation, and underlying conditions that may affect long-term performance.

Systems intended solely to improve surface appearance without addressing underlying structural or material deficiencies may be deemed non-responsive.

4.5. Crack Reflection Responsibility: The Contractor shall recommend repair methods intended to minimize crack reflection through the new surface system. The Contractor shall be responsible for selecting repair methods appropriate to the observed court conditions and for ensuring the compatibility of the materials used in the resurfacing system.

4.6. Deliverables: The Contractor shall provide the following deliverables as part of the Work. Deliverables may be required with the Proposal, before construction, during construction, and at project completion.

4.6.1. Deliverables Submitted with Proposal

The Proposer shall include the following information in its Proposal:

- Proposed resurfacing methodology
- Description of repair systems and materials to be used
- Product data sheets for all major materials
- Manufacturer specifications
- Warranty information
- Preliminary project schedule
- Description of similar projects and references

4.6.2. Pre-Construction Deliverables

Prior to commencing on-site Work, the Contractor shall submit the following to the City for review and approval:

- Final project schedule
- Product data sheets and manufacturer specifications for all materials to be installed
- Color selections
- Surface system specifications
- Warranty documentation
- Site Safety and Traffic Control Plan: Prior to commencing on-site Work, the Contractor shall submit to the City to review a site safety and traffic control plan describing the measures that will be implemented to protect park users, City staff, and adjacent facilities during construction activities. The plan shall address site access control, temporary barriers or fencing, signage, equipment staging areas and locations, and procedures for maintaining safe conditions within the park during the performance of the Work.
- Pre-Construction Meeting Requirement: Prior to commencing Work, the Contractor shall attend a pre-construction meeting with the City's Project Manager to review the project schedule, site logistics, safety requirements, and communication protocols.

4.7. Reporting Requirements: The Contractor shall provide reasonable progress updates to the City's Project Manager throughout the duration of the Work. Updates shall include notification of key project milestones, schedule changes, and any conditions that may affect the timely completion of the Work.

The Contractor shall promptly notify the City of any unforeseen conditions, delays, or issues that may affect the project schedule, cost, or performance.

4.8. Site Conditions, Access, and Facility Requirements: The Work will occur at Canyon View Park – South Tennis Courts, located at the park entrance at 24 ½ Road and G Road, Grand Junction, Colorado.

The Contractor shall coordinate all site access and construction activities with the City's Project Manager. The Contractor shall maintain safe conditions for the public and shall provide appropriate measures to control access to the work area during construction.

The Contractor shall be responsible for protecting existing park infrastructure, including fencing, lighting, landscaping, walkways, and adjacent facilities.

4.9. Additional Information: The City reserves the right to request additional information from Proposers during the evaluation process if necessary to clarify proposal content or confirm the Proposer's qualifications.

The City also reserves the right to modify the scope of the Work or project schedule through written addenda prior to award or through written Change Orders following Contract execution.

- 4.10. Project Schedule:** The Contractor shall commence Work upon issuance of the **Notice to Proceed**. The Contractor may begin procurement of materials and project coordination activities upon receipt of the Notice to Proceed.

On-site construction activities shall begin **May 18, 2026**, unless otherwise approved by the City. The Contractor shall achieve **Final Completion no later than August 7, 2026**.

The performance period for this Project is strict due to scheduled park events and public use of the facility. The Contractor shall plan and coordinate all activities, including procurement, mobilization, and sequencing of Work, to ensure completion within the required construction window.

The Proposer shall include with its Proposal a preliminary project schedule identifying key milestones, sequencing of activities, and anticipated durations necessary to complete the Work within the required timeframe. The schedule shall demonstrate the Proposer's ability to mobilize, perform the Work, and achieve Final Completion by the required date.

The Contractor shall plan and coordinate the Work to accommodate typical seasonal weather conditions for the Grand Junction area. Normal weather conditions shall not constitute grounds for extending the project schedule. Requests for schedule adjustments due to unforeseen circumstances shall be submitted in writing and may only be approved by the City through a written modification or Change Order.

Unusually severe weather conditions beyond typical seasonal norms may be considered for schedule adjustments at the City's sole discretion.

4.11. Special Conditions/Provisions:

- 4.11.1. Questions Regarding the Solicitation Process or the Scope of Services:** All questions regarding this solicitation shall be submitted in writing by email only to:

Kathleen Franklin, Purchasing Agent
City of Grand Junction
kathleenf@gjcity.org

- 4.11.2. Budget:** The City will not publicly disclose a project budget for this solicitation. Proposers shall submit pricing based on the Scope of Work, site conditions, and the Proposer's evaluation of the Work required to successfully complete the Project.

Proposals should reflect competitive and cost-effective pricing consistent with the requirements of this solicitation. The City reserves the right to reject any proposal that exceeds available funding or is otherwise determined to be unreasonable.

- 4.11.3. Fee/Price Proposal Requirement:** Pricing for the Work shall be established as a **lump sum amount**, as specified in this solicitation. Proposers shall develop its

pricing based on its professional evaluation of the existing tennis court conditions and its proposed approach to resurfacing the courts in accordance with the requirements of this RFP.

All pricing must be comprehensive and inclusive of all costs necessary to successfully complete the Work. The proposed price shall include, but is not limited to:

- Labor, supervision, and project management
- Materials, equipment, and installation of the proposed court resurfacing system
- Surface preparation, crack repair, patching, resurfacing, and line striping
- Mobilization, demobilization, and site setup
- Transportation, delivery, and equipment operation
- Cleanup, disposal of debris, and restoration of the work area
- Permits, licenses, and inspections required to perform the Work
- Any other costs necessary for full performance of the Work under the Contract

Submission of a Proposal shall be considered evidence that the Proposer has reviewed the solicitation documents, attended the site visit or otherwise inspected the project site, and evaluated the existing court conditions. The Proposer shall include all costs necessary to complete the Work within the proposed price. Conditions that are visible or reasonably discoverable during site inspection shall not be considered grounds for additional compensation.

The City shall not be responsible for any additional costs beyond the agreed Contract amount, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

Proposers shall submit its pricing using the designated form provided in **Section 7.0 – Solicitation Response Form**.

All fees and pricing submitted in response to this solicitation shall be subject to clarification or negotiation at the City's sole discretion.

4.11.4. Warranty Inspection: The City reserves the right to conduct a warranty inspection, approximately eleven (11) months following Final Acceptance to identify any defects prior to expiration of the warranty period.

4.11.5. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

4.11.5.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth in the Contract, as well as all applicable federal,

state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

4.11.5.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

4.11.6. Project Manager: The City's Project Manager, or designee, shall serve as the City's primary point of contact for administration of the Contract and coordination of the Work. The Project Manager shall be responsible for project oversight, coordination of communications, review of submittals, site inspections, and acceptance of the Work in accordance with the Contract Documents.

During the performance of the Contract, all notices, submittals, schedule updates, and other communications directed to the **City** shall be delivered to the City's designated representative listed below, unless otherwise directed in writing by the City.

City Project Manager:
Jeffrey Anderson
Parks Maintenance Supervisor
City of Grand Junction
Parks and Recreation
1340 Gunnison Ave
Grand Junction, CO 81501

4.11.7. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, or Change Orders, and the interpretation of the Contract Documents. All inquiries related to contractual matters shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for procurement and contract administration matters. This role does not include technical oversight, field direction, or acceptance of the Work, which shall remain under the authority of the City's designated Project Manager.

Tentative Calendar of Events:

| Event and Details | Date |
|--|---|
| Solicitation Issued/Posted Published via BidNet® Direct – RMEPS | March 6, 2026 |
| Non-Mandatory Virtual Pre-Proposal Conference Refer to Section 1.5.1. | March 16, 2026, 9:00 a.m. (MDT) |
| Non-Mandatory Pre-Proposal Site Visit Refer to Section 1.5.2. | March 23, 2026, 2:00 p.m. (MDT) |
| Inquiry deadline No questions are accepted after 5:00 p.m. (MDT) on this date. | March 25, 2026 |
| Final Addendum Issued (if applicable) | March 27, 2026 |
| Proposal Submission Deadline Electronic submission via BidNet® Direct only | April 6, 2026, before 1:00 p.m. (MDT) |
| Evaluation of proposals Internal review by City-appointed committee | April 6 – 13, 2026 |
| Interviews (if required) Virtual or in-person, by City invitation only | Tentative Interview Time Blocks: April 20-21, 2026 |
| Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes | April 24, 2206 |
| City Council Approval (if required) For contracts meeting the approval threshold | May 6, 2026 |
| Contract execution Contingent upon Council approval and funding availability | May 8, 2026 |

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

The remainder of this page has been intentionally left blank.

Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and upload proposals well in advance of the submission deadline.
 - For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
 - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
 - Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
 - Late submissions will not be accepted under any circumstances.
-

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, searchable PDF document not to exceed thirty (30) pages, excluding the **Solicitation Response Form (Section 7.0)**.

Note: Pages exceeding the thirty (30) page limit will not be reviewed or scored.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the Project, relevant qualifications, and understanding of the City's objectives and the Scope of Work.

The cover letter shall include the following:

- A summary of the Proposer's experience and capability to perform the Work described in this solicitation
- The name, title, and contact information of the Proposer's primary point of contact for this proposal
- Identification of the individual(s) authorized to bind the Proposer to contractual obligations

- The signature, printed name, and title of a duly authorized representative of the Proposer

Submission of a proposal constitutes certification that the Proposer has reviewed the solicitation documents, understood the requirements of the Project, and agreed to comply with all terms and conditions of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of the Proposer's proposal. Only the completed form shall be returned. The remainder of the solicitation document shall not be resubmitted in its entirety.

If a Proposer wishes to propose exceptions, modifications, or revisions to the City's terms and conditions, such changes shall be clearly identified immediately following the completed Solicitation Response Form and may include redlined versions of only the specific sections to which the exception applies. Submission of a fully redlined solicitation document will not be accepted.

Exceptions or proposed revisions not clearly identified in the Proposer's submission will not be considered.

5.5. Price Proposal

Proposers shall submit a detailed price proposal, in accordance with Section 4.9.3, describing the costs associated with the proposed resurfacing solution. The price proposal shall clearly explain the basis of the proposed price and any assumptions used to develop the pricing, consistent with the Scope of Work described in **Section 4.0**.

The price proposal shall include a breakdown of major cost components supporting the proposed lump-sum amount submitted using the Solicitation Response Form provided in Section 7.0. The amount entered on the Solicitation Response Form shall constitute the Proposer's official price proposal.

The detailed price proposal provided in this section shall correspond to and support the total lump sum amount identified in Section 7.0.

5.6. Capacity, Qualifications, Experience, and References

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the Work required under this solicitation. At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience performing tennis court resurfacing or similar sports surface construction projects of comparable scope and complexity. Experience in performing work for municipal agencies, parks departments, school districts, or other public-sector entities is desirable.
- **Key Personnel:** Identification of key personnel proposed for the Project, including specific roles, qualifications, experience with similar projects, and availability for the Project.
- **Project Organization:** Description of the proposed project team structure, including roles and responsibilities, lines of communication, and identification of any proposed subcontractors and respective roles.
- **Minimum Experience:** Proposers must demonstrate successful completion of at least three (3) tennis court resurfacing projects within the past five (5) years.
- **Relevant Project Experience and References:** Provide a minimum of **three (3) references** for projects completed within the past **five (5) years** that are similar in scope and complexity to the Work described in this solicitation.

For each referenced project, provide:

- Client name and organization
 - Reference contact name, title, phone number, and email address
 - Project location and description of the work performed
 - Type of resurfacing or repair system installed
 - Project construction value
 - Project completion date
 - Key personnel involved in the project
 - Description of any significant challenges encountered and how they were addressed
- **Team Experience and Collaboration:** Description of the project team's experience working together on similar projects and the methods used to coordinate work, maintain quality control, and communicate with project stakeholders.
 - **Problem-Solving and Risk Management:** Examples demonstrate the Proposer's ability to identify and address project risks, such as surface deterioration, schedule constraints, site access limitations, weather impacts, or other construction-related challenges.
 - **Change Management and Cost Control:** Description of relevant projects involving significant change orders or schedule impacts, including how such issues were identified, managed, and resolved.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, reliability, and demonstrated ability to successfully perform the Work required under this solicitation.

5.7. Proposed Approach and Implementation Plan

Proposers shall provide a detailed description of its proposed approach for evaluating, repairing, and resurfacing the Canyon View Park South tennis courts. The proposal shall demonstrate the Proposer's understanding of the Project objectives and present a clear strategy for completing the Work described in **Section 4.0**.

The proposed approach may be presented in narrative or graphical format and shall address the following:

- **Proposed Resurfacing Approach:** Description of the recommended repair and resurfacing solution, including the proposed surface system, repair methods, and materials to be used.
- **Rationale for Proposed Solution:** Explanation of why the proposed approach is appropriate for the existing court conditions and how it will improve durability, safety, and playability.
- **Materials and Products:** Identification of the materials and surface systems proposed, including manufacturer information and relevant product specifications.
- **Construction Methods:** Description of the proposed procedures for surface preparation, crack repair, leveling, resurfacing, and line striping.
- **Project Schedule:** A preliminary schedule identifying major phases of work, including mobilization, surface preparation, repair activities, coating application, line striping, curing time, and final completion.
- **Quality Control:** Description of quality assurance and quality control procedures to ensure the Work complies with the Contract Documents and performance standards.
- **Coordination and Communication:** Description of how the Contractor will coordinate with the City's Project Manager and communicate project progress, schedule updates, and potential issues.

The information provided in this section will be used by the City to evaluate the Proposer's technical approach, understanding of the Project, and ability to successfully deliver the Work.

5.8. Financial Statements

DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL. If deemed necessary, the City may request the Proposer to submit financial statements for its most recent fiscal year prepared by a Certified Public Accountant (CPA). The requested documents may include:

- A balance sheet
- A profit and loss statement
- Any other relevant documentation demonstrating the Proposer's financial capacity and stability to perform under this solicitation

Upon request, financial information will be treated as confidential and exempt from public disclosure to the extent permitted by law.

The financial documentation must reflect the financial position of the specific entity, division, or subsidiary responsible for performing the services. For partnerships or joint ventures, separate financial statements must be provided for each general partner or member. Consolidated statements of a parent company or joint venture entity will not be accepted in place of individual financial documentation.

5.9. Legal Proceedings/Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing services/work under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.10. Additional Data:

Proposers may provide any additional information it believes is relevant to the evaluation of its proposal or demonstrates its ability to successfully perform the Work. Such information may include, but is not limited to:

- Innovative repair or resurfacing methods
- Enhanced warranty provisions or maintenance recommendations
- Experience with specialized surface systems or materials
- Sustainability practices or environmentally responsible materials
- Other distinguishing qualifications or capabilities relevant to the Project

Submission of additional information is optional; however, Proposers are encouraged to include information that demonstrates added value or unique capabilities that may benefit the City.

Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this RFP. Proposals will be evaluated based on the Proposer's demonstrated qualifications, relevant project experience, proposed resurfacing approach, capacity to perform the Work within the required schedule, responsiveness to the requirements of this solicitation, and overall value to the City.

The evaluation process is intended to identify the proposal that best meets the City's objectives for resurfacing the Canyon View Park South tennis courts in accordance with the requirements of this RFP.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed pricing, fee structures, or cost methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate proposals using the evaluation criteria categories and relative weights identified in this Section. Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer’s total qualitative score.

To promote fairness and consistency across evaluations, the City may apply a **score normalization method**. Under this method, the highest total qualitative score establishes the benchmark and earns the maximum available qualitative points. All other Proposers’ total qualitative scores may be proportionally adjusted relative to that benchmark prior to calculation of final composite scores.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 90%)

| Evaluation Category | Weight | Description |
|--|--------|---|
| Responsiveness to RFP Requirements | 5% | Completeness, organization, clarity, and compliance with all RFP instructions and submission requirements. |
| Understanding of the Project and City Objectives | 15% | Demonstrated understanding of the City’s objectives for evaluating, repairing, and resurfacing the Canyon View Park South tennis courts. Includes the Proposer’s understanding of existing site conditions, project constraints, schedule requirements, performance expectations, and the City’s goal of achieving durable, long-term surface performance. |
| Relevant Qualifications, Experience, and References | 25% | Experience performing tennis court resurfacing or similar sports surface construction projects of comparable scope and complexity. Includes qualifications in key personnel, project team structure, and references. |
| Proposed Approach and Implementation Plan, Durability and Long-Term Performance of Proposed System | 30% | Quality, feasibility, and durability of the proposed repair and resurfacing solution. Includes proposed materials, repair methods, surface system, installation approach, and ability to meet the performance standards identified in this RFP. The City may consider innovative repair methodologies or systems designed to reduce crack reflection and extend surface life. Evaluation will consider the ability of the proposed solution to address existing surface deterioration, minimize crack reflection, provide structural stability, |

| | | |
|--|-----|---|
| | | and extend the service life of the courts under normal recreational use and environmental conditions typical of the Grand Junction area. Proposals demonstrating proven performance, longer service life, and effective mitigation of underlying surface issues may receive higher scores. |
| Project Schedule, Capacity, and Warranty | 15% | Demonstrated ability to mobilize and complete the Work within the required construction window identified in this RFP, including staffing, resources, and project schedule. Evaluation may also consider the length and quality of warranty coverage provided for the proposed repair and resurfacing system. |

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer's total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of ninety percent (90%). All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

The resulting normalized qualitative scores will be used to calculate final composite scores.

6.3.3. Price (10%) – Formula-Based Scoring

Pricing will account for ten percent (10%) of the total evaluation score. Price will be evaluated using a formula-based method as follows:

$$(\text{Lowest Price} \div \text{Proposer's Price}) \times \text{Maximum Price Points} = \text{Proposer's Price Score}$$

The Proposer submitting the lowest total lump sum price will receive the maximum available points for this criterion. All other proposals will be scored proportionally based on the formula above.

To receive full consideration, the Price Proposal must be:

- Complete and consistent with the Scope of Work.
- Supported by the detailed price breakdown required in Section 5.5.
- Reasonable, balanced, and reflective of the work proposed; and
- Submitted in the format and manner required by this RFP using the **Solicitation Response Form in Section 7.0**.

Failure to follow the required pricing instructions or formats may result in a reduction in scoring or in the rejection of the Price Proposal.

6.4. Shortlisting Proposers

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects of similar size, scope, and complexity
- Ability to meet or exceed established project schedules and achieve timely project completion
- Adherence to budgets, specifications, and contractual requirements; and

- Responsiveness, professionalism, and quality of work

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer and its performance. The City may also request additional supporting materials or project examples, and, if applicable, conduct site visits for the purpose of verifying information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

If conducted, interviews or presentations may be used to further assess or clarify the Proposer's:

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Overall value to the City.

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed scope, approach, or deliverables
- Adjustments to pricing, fees, or cost assumptions, including requests for Best and Final Offers (BAFOs); and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designating primary and secondary Contractor.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer's past performance with the City or other public agencies; or
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to justify a contract.

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked proposer, or cancellation of the solicitation.

Any award is contingent upon funding availability, completion of all required approvals, and successful negotiation of final contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

The remainder of this page has been intentionally left blank.

Section 7.0. Solicitation Response Form

RFP-5880-26-KF “Canyon View Park Tennis Courts Resurfacing Project”

The proposer must submit the completed, dated, and signed form.

1) Total Cost for Work, Lump Sum: \$ _____

Total Cost (Lump Sum) Written:

_____ dollars

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.

- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices
- The City of Grand Junction's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.
- A prompt payment discount of _____ percent (%) of the net invoice amount will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. The City may consider such a discount in determining the award, provided the discount period is at least ten (10) calendar days (Net 10).

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

| Name, address, city, and state of Subcontractor | Description of Service(s) to be performed | Est. Value & % of Service(s) |
|---|---|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

The remainder of this page has been intentionally left blank.

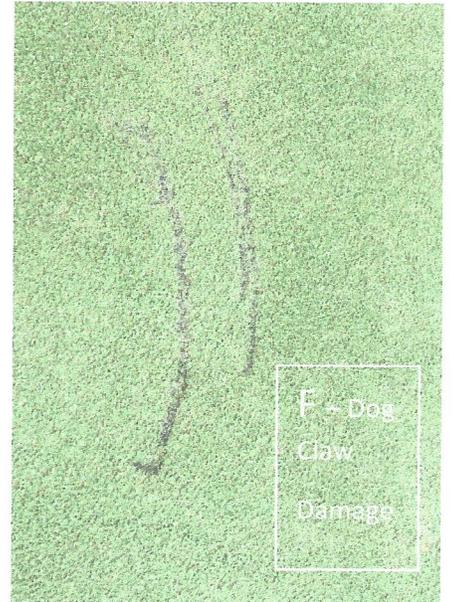
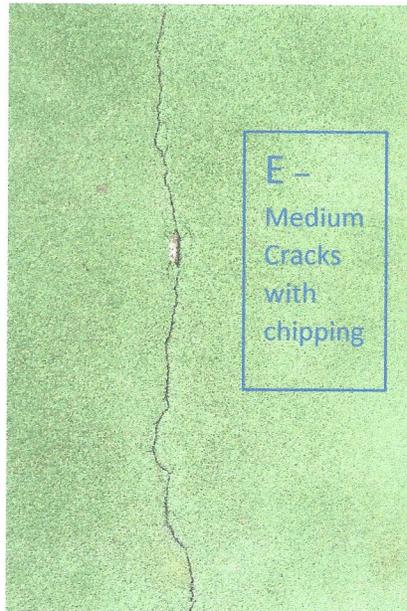
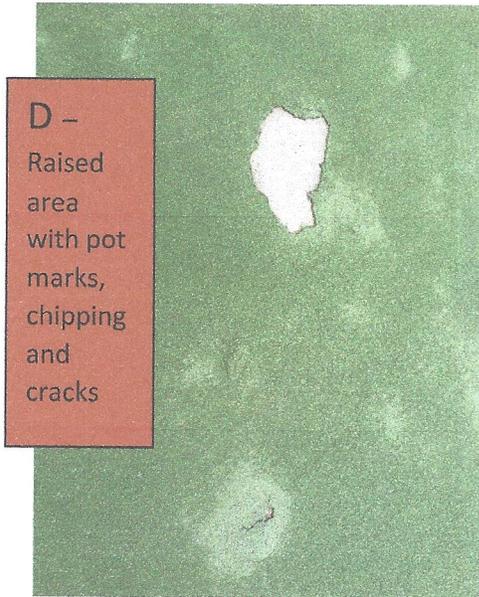
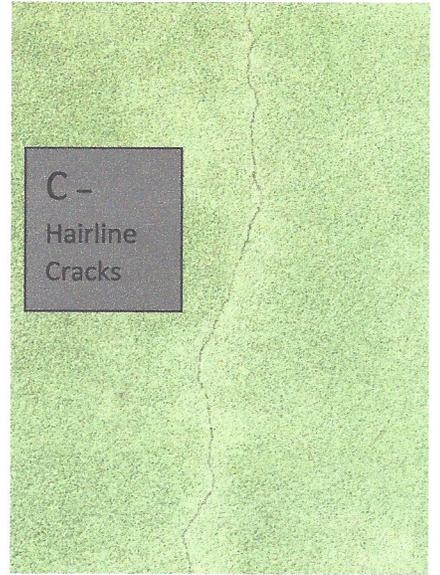
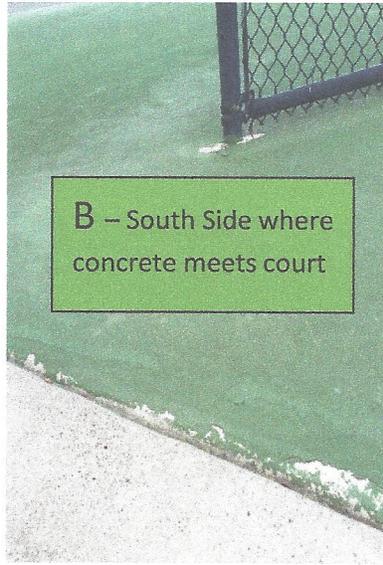
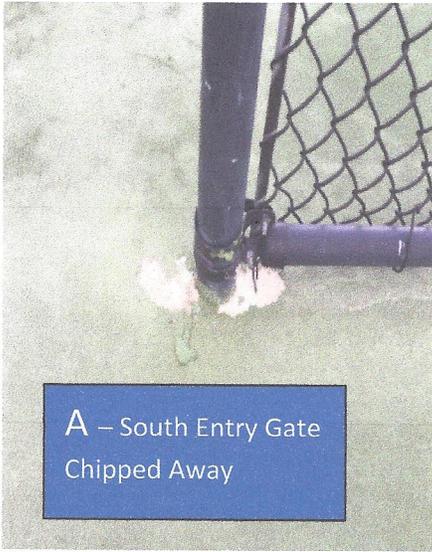
Section 8.0. Appendices

Exhibit 1 – Existing Court Conditions (Photographs)

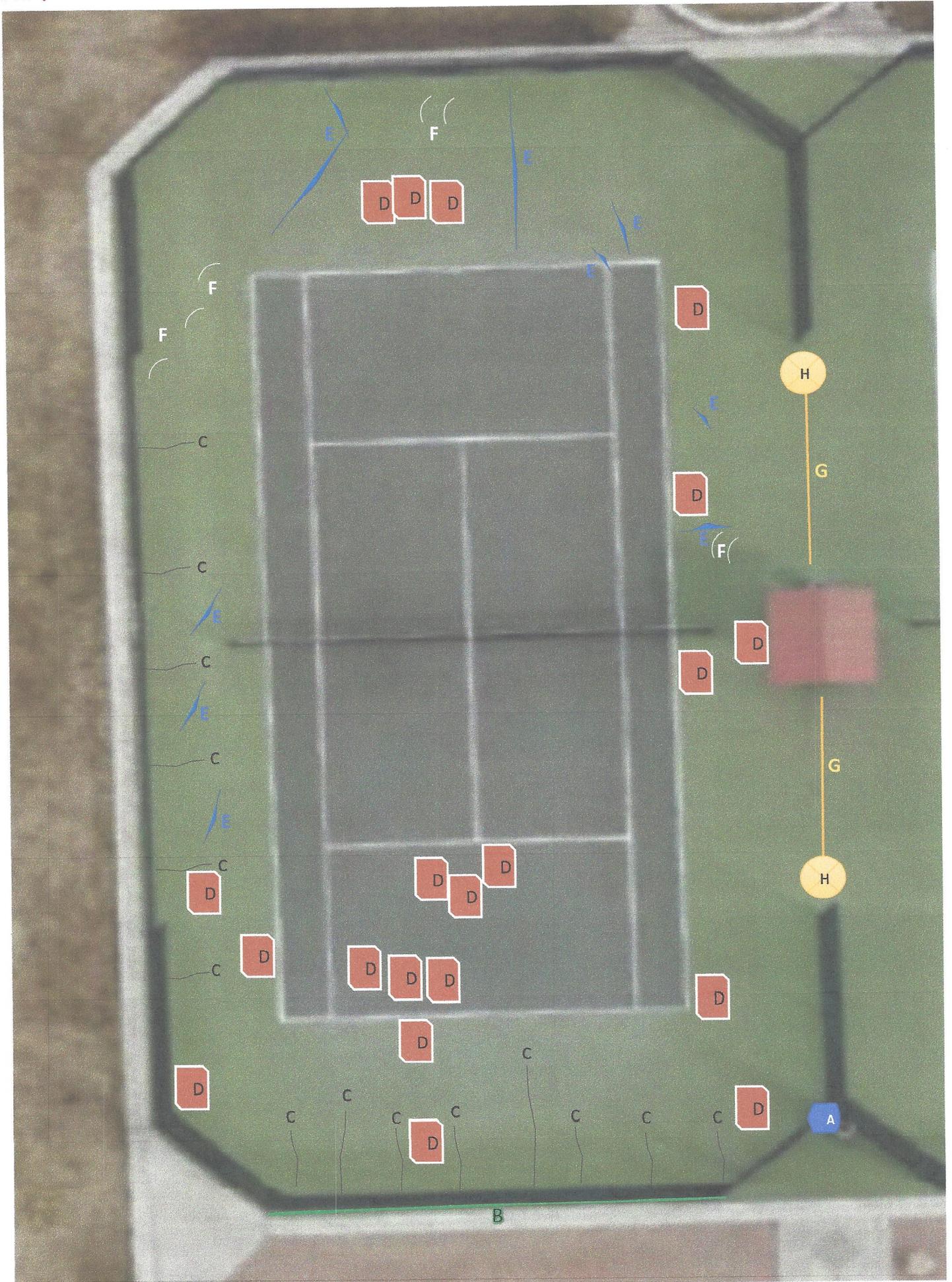
Photographs on the following pages are provided for informational purposes to assist Proposers in understanding existing site conditions.

The first page provides a key identifying the reference labels used throughout the subsequent pages. These photographs are intended as representative examples and may not depict all existing conditions at the site.

The City does not guarantee that the photographs represent all existing conditions.

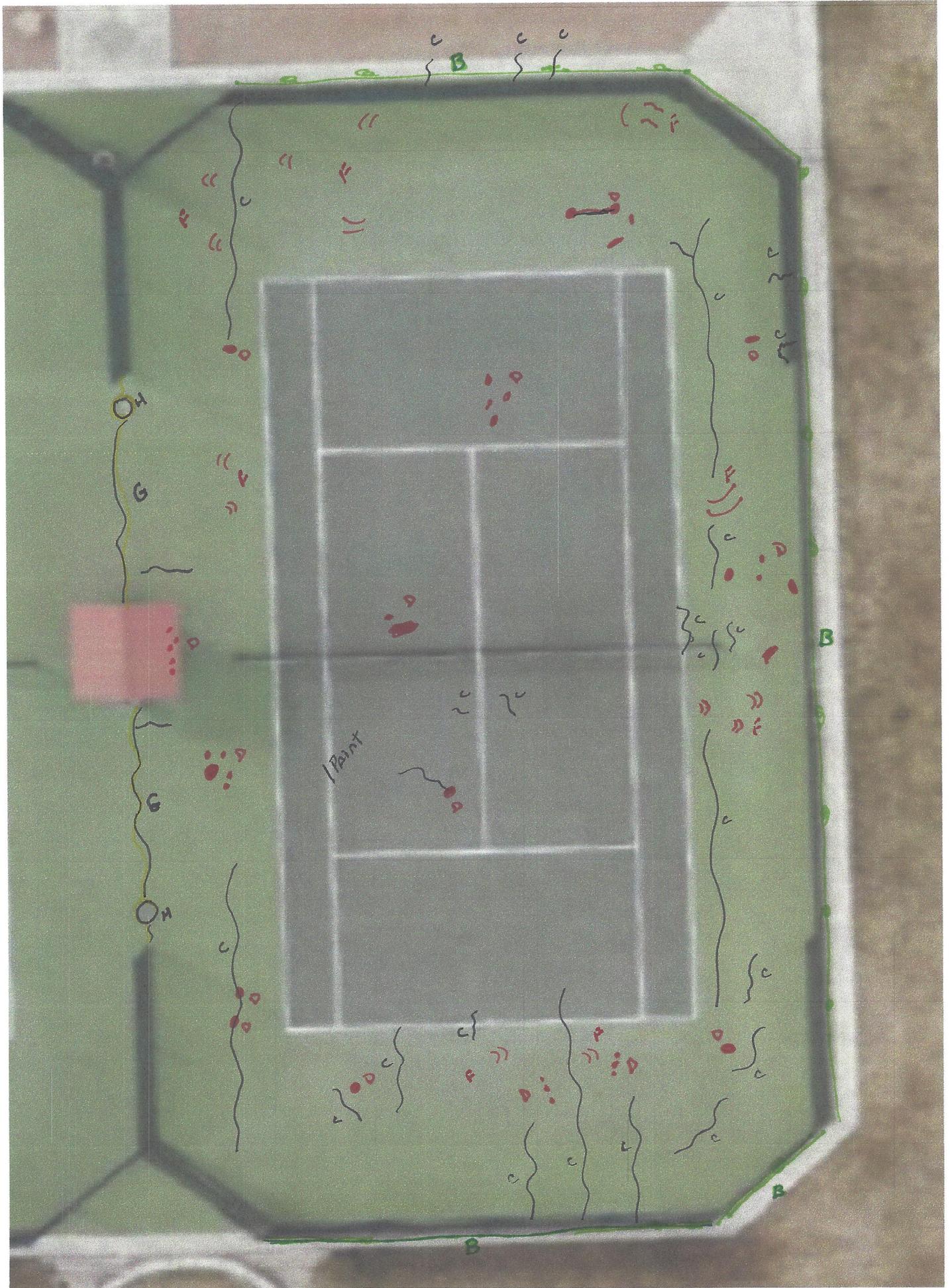


Court #1



Court #2

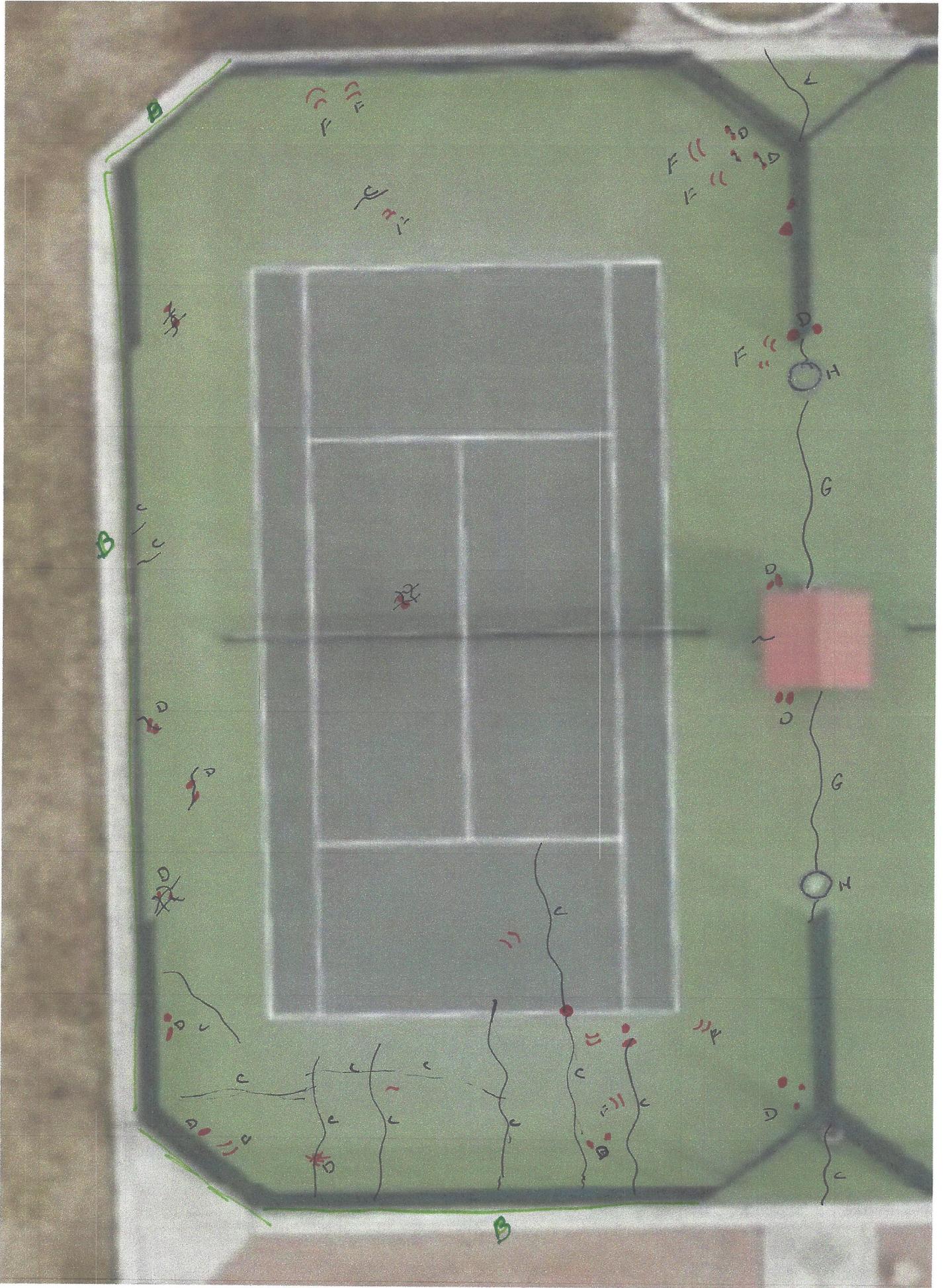
North



South

Court #3

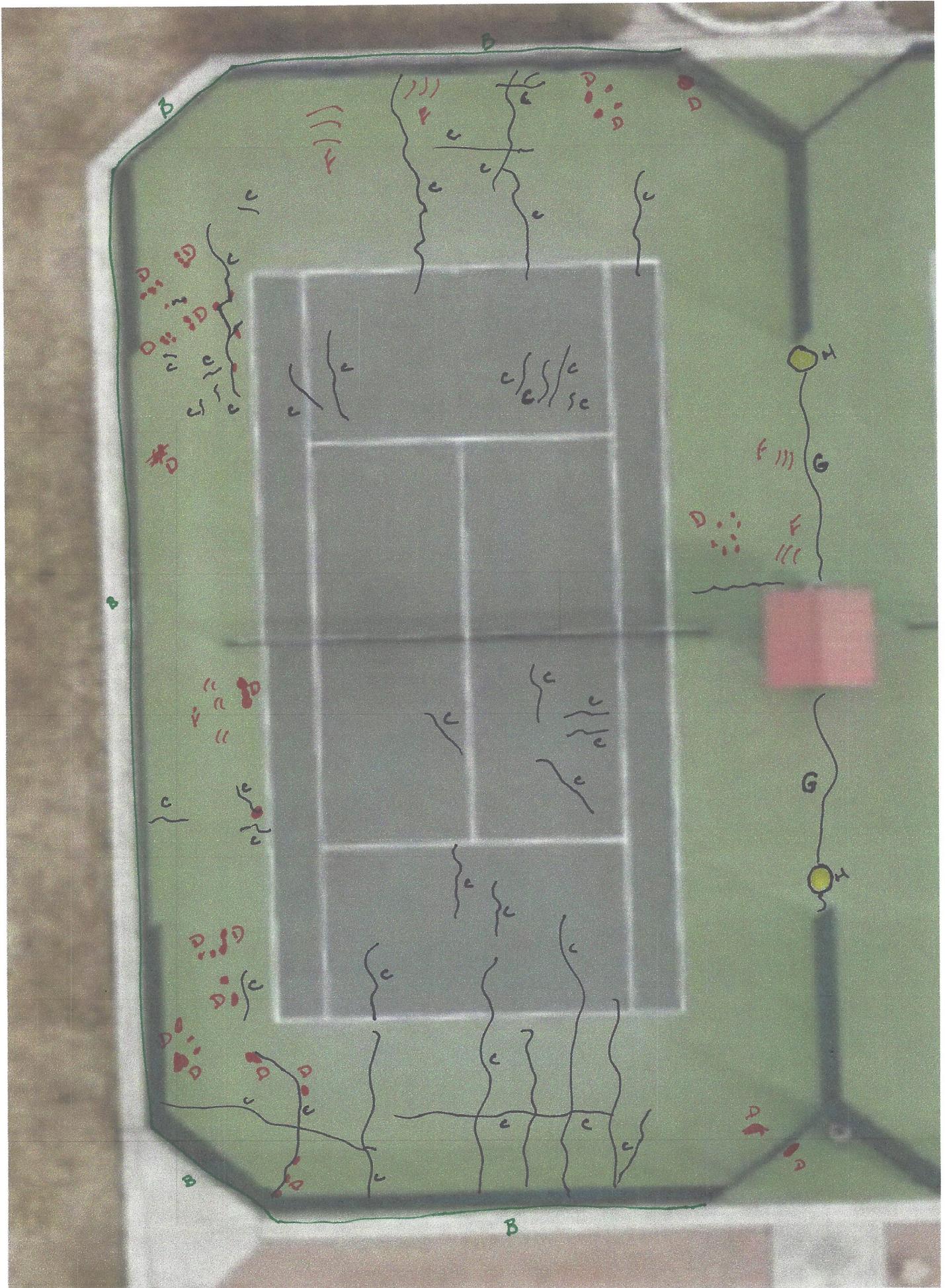
North



South

Court #5

North



South

Court #16

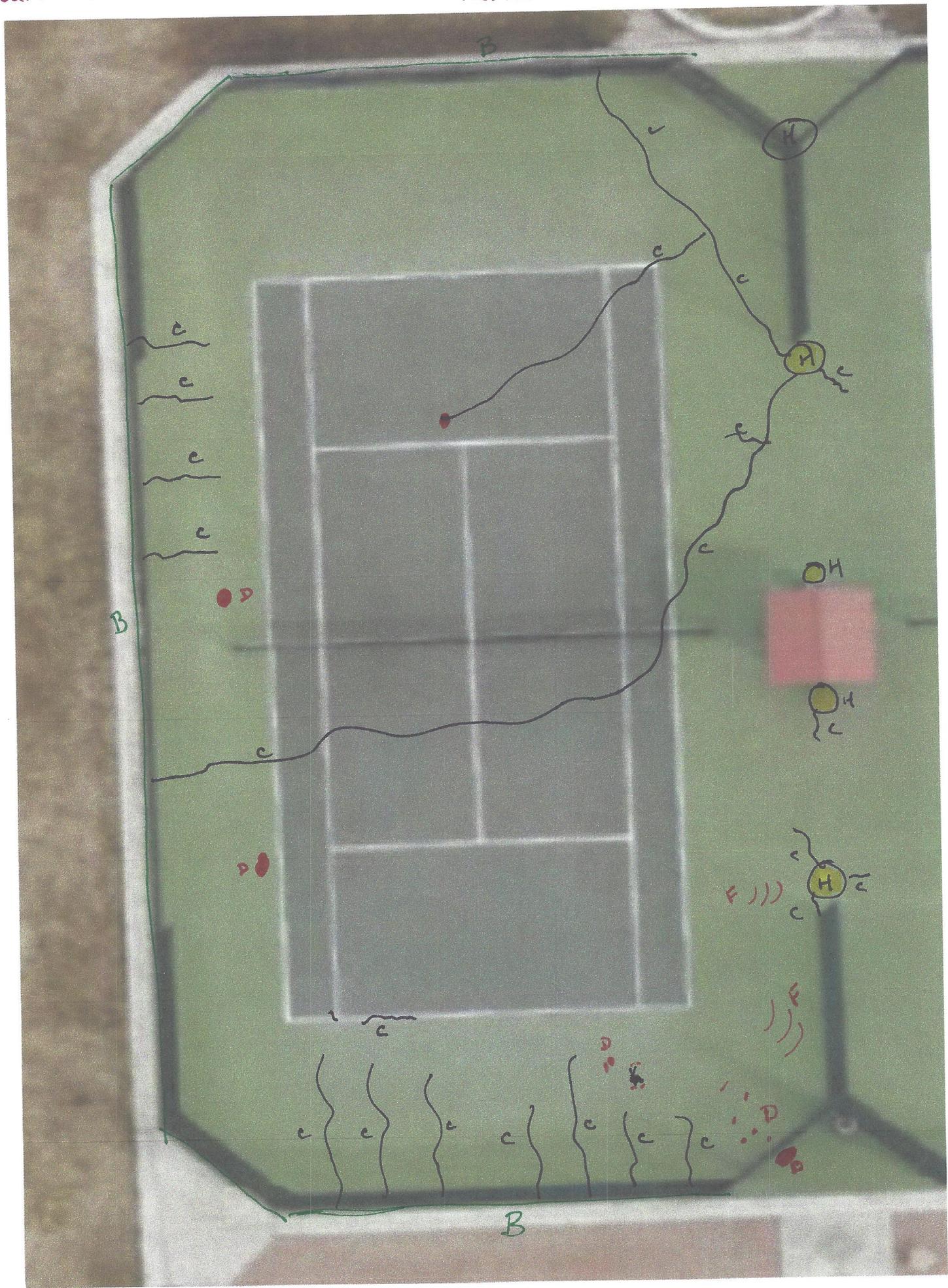
North



South

Court #7

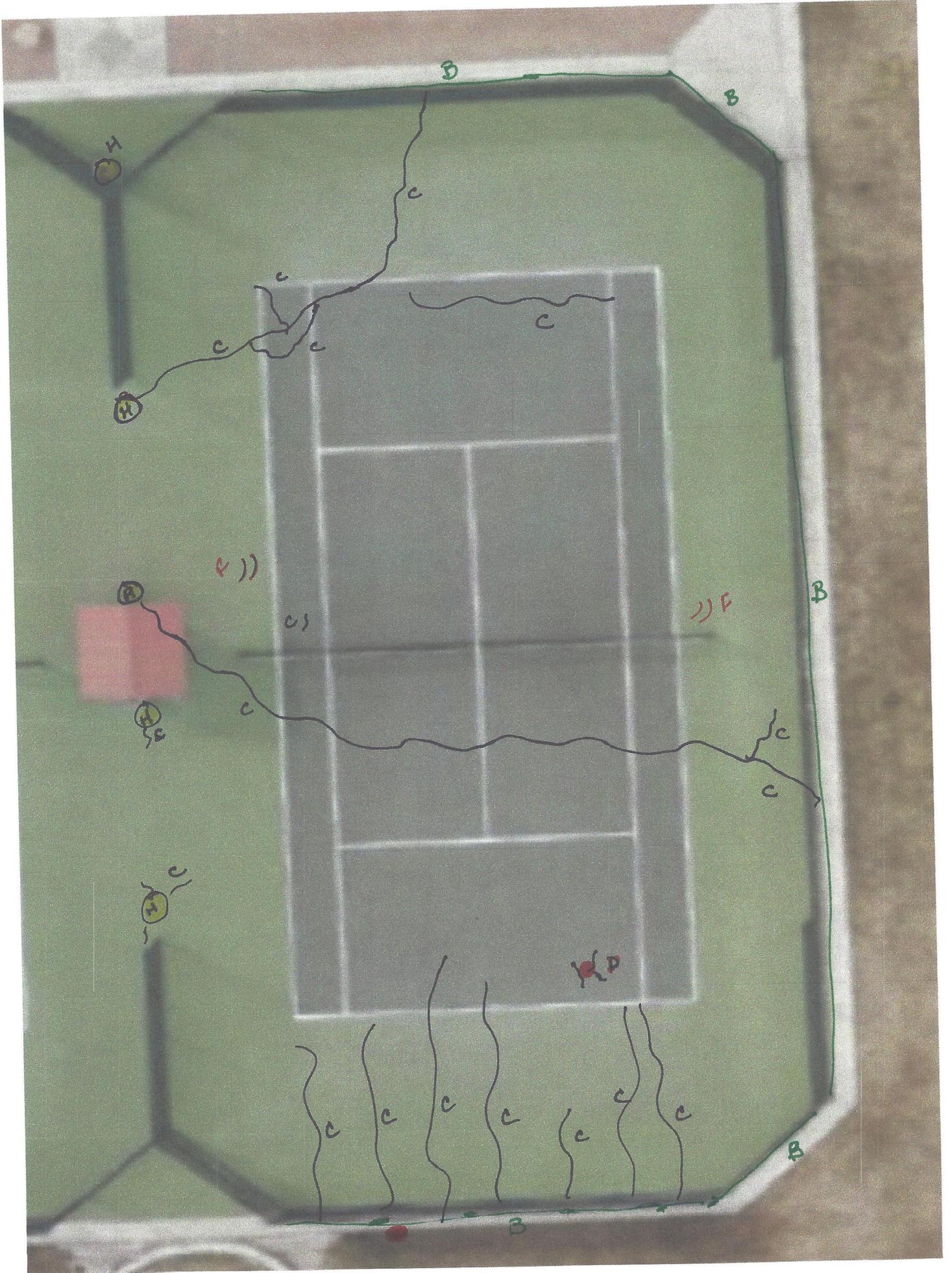
North



South

Court #8

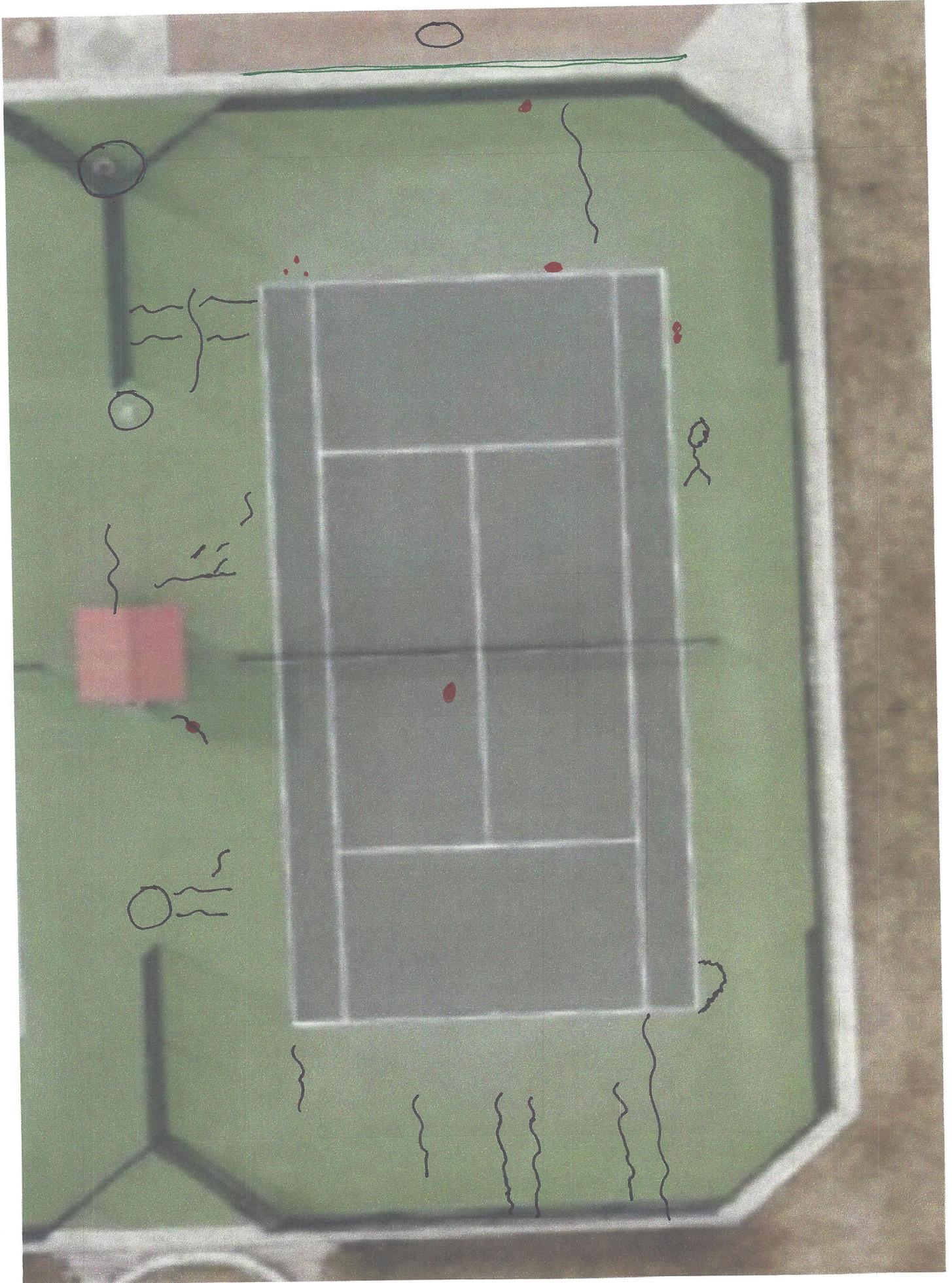
North



South

Court #10

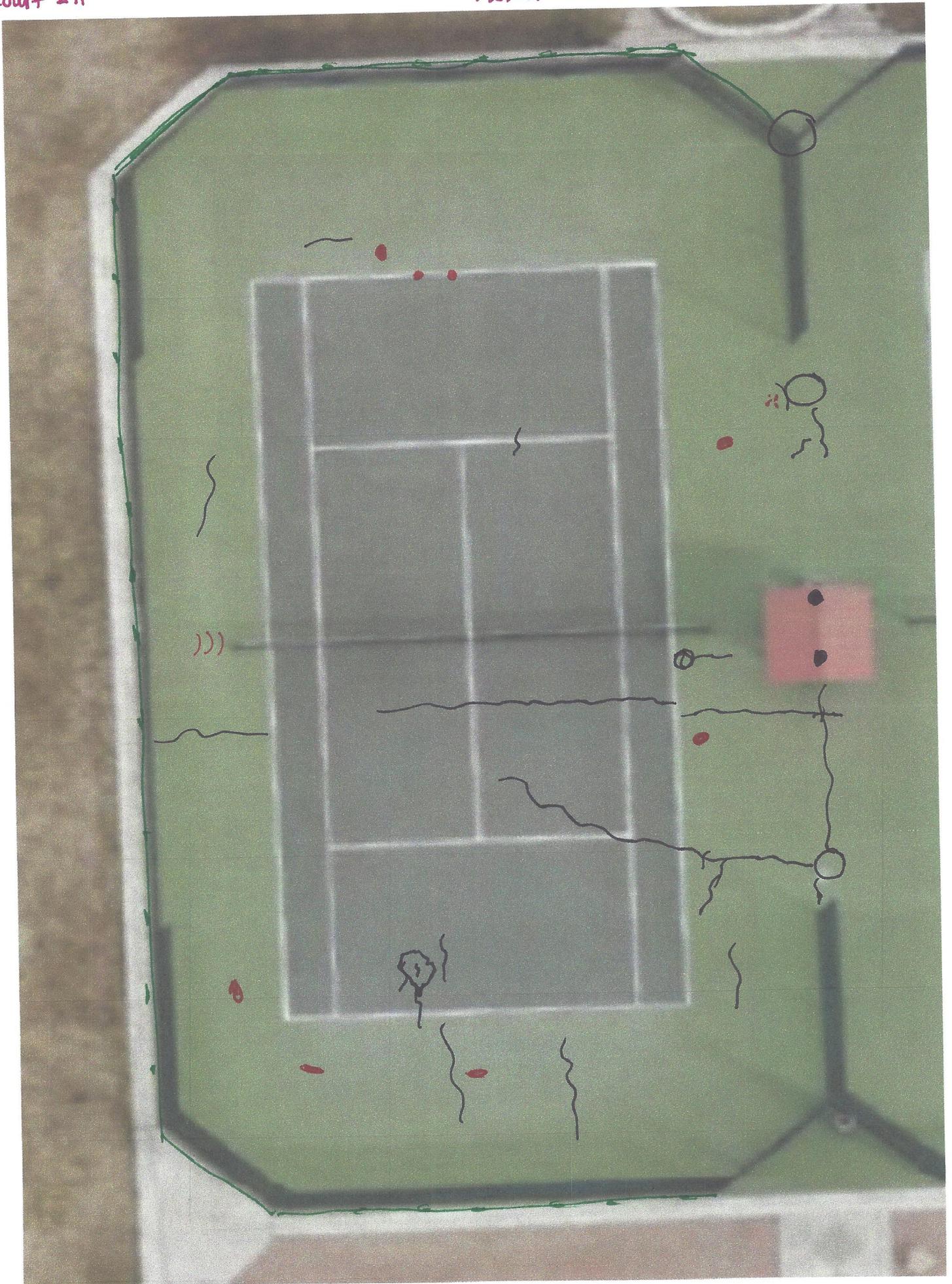
North



Smith

Court #11

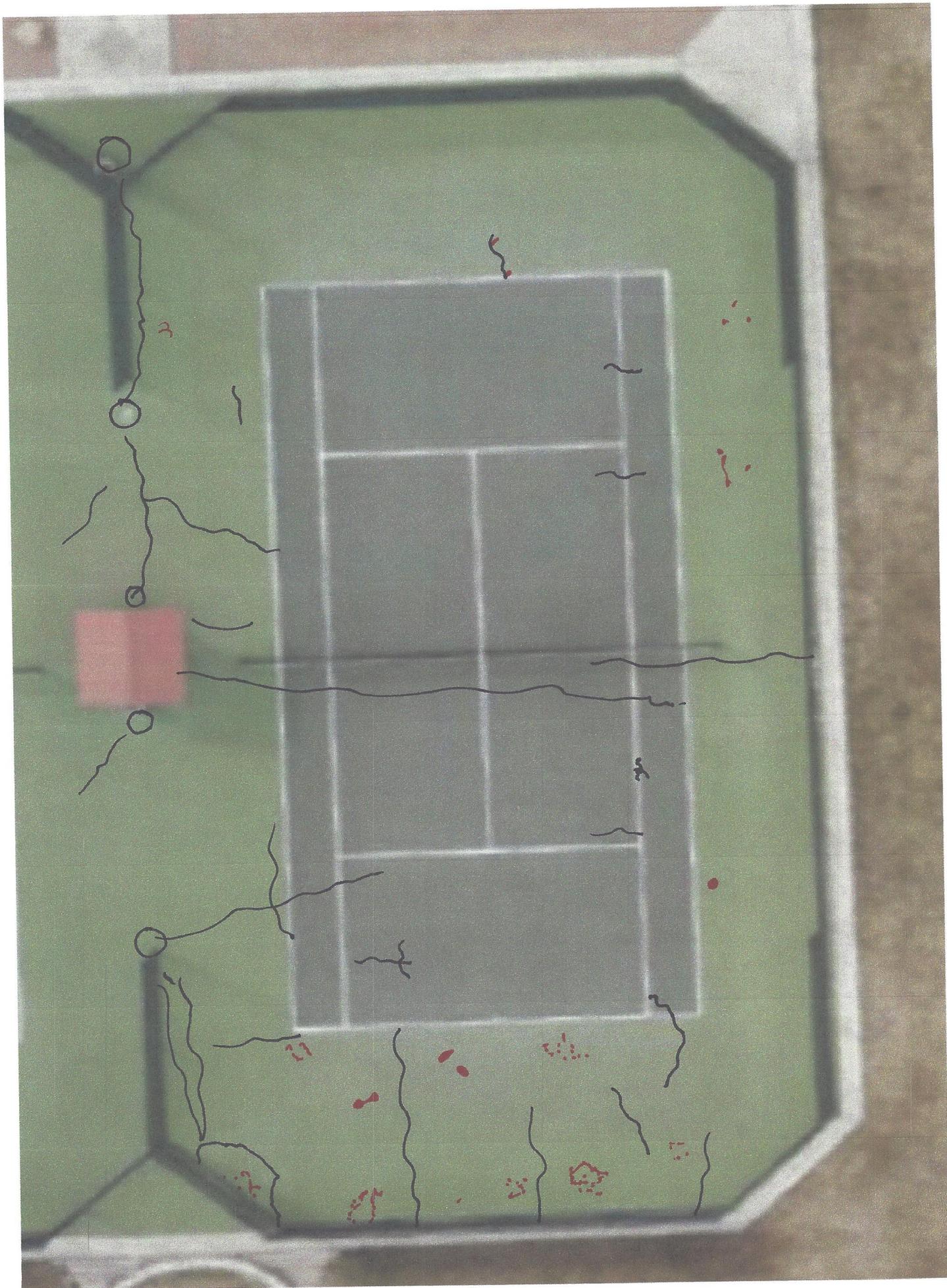
North



South

Court #12

North



South

Exhibit 2 – Historical Court Surface Condition Information and Material Observations

The following pages contain historical information and observations regarding surface conditions at the Canyon View Park South tennis courts.

This information includes documentation of surface wear characteristics, including sand-to-binder ratios and areas where surface sand has migrated onto the court surface. The information is provided for reference to assist Proposers in understanding potential contributing factors to existing court deterioration.

These materials are provided for informational purposes only. Proposers are responsible for conducting its own evaluation of existing site conditions and determining the appropriate repair and resurfacing approach necessary to meet the performance standards and project objectives identified in this solicitation.

