



Project Information

Project #
Title Tunnel Springs Park Resurface
Address 1080 Eaglepointe Dr.

City, State, Zip North Salt Lake, UT 84054
Country

Estimate Information

Estimate # 001
Description Scope Specified below

Plans Available N/A
Est. Start Date TBD

From

Contact Dylan Bird
Company L.E.R., Inc. dba Renner Sports Surfaces
Address PO Box 651477

City, State, Zip Salt Lake City, UT 84165
Country United States
Phone 801-381-8385
Fax

To

Contact TJ
Company City of North Salt Lake Parks
Address

City, State, Zip
Country
Phone 801-381-6585
Email tjriley@nslcity.org

We are pleased to quote the following labor, equipment, and materials in accordance with the plans and specifications listed above. This proposal is subject to exclusions that may be listed below.

Scope of work for the project to be constructed as depicted in the plans and details as described herein:

Inclusions, Exclusions, Clarifications

Tennis Court Resurfacing

Inclusions

Court Resurfacing Option #1- Resurface existing (2) tennis courts- No Warranty

1. Power wash tennis courts to remove all loose and un-bonded material.
2. Apply one (1) coat acrylic resurfacer with silica sand.
3. Apply two (2) coats acrylic color with silica sand. Colors to be chosen by owner.
Middle: _____ Outside: _____
4. Paint playing lines per owner specification.
5. Clean up job site.

Please note that cracks will return almost immediately due to thermal expansion/contractions. Your court may not have adequate positive slope and may have some standing water after surfacing. Future peeling or delaminating may occur if there is inadequate slope or areas of standing water.

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

TOTAL: \$20,491.00

Court Resurfacing Option #2- Remove all existing (2) tennis court surfaces/ resurface-

6. Remove all existing court surfacing.
7. Power wash/ Acid etch concrete and prepare court surface.
8. Apply one (1) coat acrylic resurfacer with silica sand.
9. Apply two (2) coats acrylic color with silica sand. Colors to be chosen by owner.
Middle: _____ Outside: _____
10. Paint playing lines per owner specification.
11. Clean up job site.

Please note that cracks will return almost immediately due to thermal expansion/contractions. Your court may not have adequate positive slope and may have some standing water after surfacing. Future peeling or delaminating may occur if there is inadequate slope or areas of standing water.

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

TOTAL: \$30,088.00

Note: Due to the uncertainty and volatility in raw materials supplies, material costs, and shipping delays, this proposal is valid for 30 days.
All pricing is based on current market value. Prices subject to change when job materials are ordered at market value.



Exclusions

All permits, bonds, excavation, site access roads and site access repair, sub-grade and sub-base prep., concrete and compaction testing, caulking joints, sidewalks, patios, viewing area concrete, surveys and staking, landscaping, irrigation, lighting, parking lot, curbing and road damages and all repairs thereof. If permits, bonds and testing are required by the Owner they will be billed at cost in excess of this proposal upon written change order between Renner Sports and GC/Owner.

Bonding, if required, will add approximately 1% to bid total.

Clarifications

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

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

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

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

For track/tennis court repair work involving asphalt paving in any form, please be aware that we have experienced contamination of asphalt mixes during recent years, and we cannot guarantee against this contamination. Should this condition occur, the owner will be responsible for all associated additional costs and expenses.

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

The owner shall establish and provide suitable access to the construction site; Renner Sports will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within fifty feet (50') of the site (along with a standard ¾" garden hoses).

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

- **0% of the proposed amount due upon acceptance**
- **Monthly Progress Payments,**
- **100% upon completion**

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

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

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

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

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all



asphalt and concrete to crack and Renner Sports will not be responsible for all such cracks. Renner Sports cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

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

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

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

Proposal Details

Authorized
Signature: _____

Acceptance of Proposal:

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

Signature: _____

Date of Acceptance: _____

Print Name: _____