

6772 Mount Landing Road
Tappahannock, VA 22560
804.513.9866

C

CLIENT: TOWN OF IRVINGTON
ATTN: JUDY PENNIMAN 703-909-1560 804-438-5422
JUDYPENNIMAN@MSN.COM

DATE: 9/9/2023

DESCRIPTION: REBUILD TWO TENNIS COURTS TO BECOME TWO TENNIS AND FOUR PICKLEBALL COURTS

OPTION I MILL IN PLACE NEW ASPHALT COURTS

1. REMOVE FENCE WHERE NEEDED FOR CONSTRUCTION.
2. FURNISH AND INSTALL A 4X4 TREATED BORDER AROUND THE INSIDE PERIMETER OF THE FENCE.
3. MILL OLD ASPHALT TO A DEPTH OF FIVE INCHES.
4. LASER GRADE OLD ASPHALT MILLINGS AND ROLL.
5. FURNISH AND INSTALL 380 TONS OF NEW 21A STONE AND ROLL STONE PAD TO COMPACTION. (95%)
6. FURNISH AND INSTALL TWO SETS OF TENNIS COURT SLEEVES 20 INCHES ROUND AND 44 INCHES DEEP IN CONCRETE.
7. FURNISH AND INSTALL A TWO INCH LAYER OF 9.5 ASPHALT AND ROLL TO COMPACTION.
8. FURNISH AND INSTALL AN ONE INCH LAYER OF SM9.5 SURFACE ASPHALT AND ROLL TO COMPACTION.
9. RE-INSTALL OWNERS FENCE.
10. WIRE BRUSH AND SCRAPE OLD TENNIS COURT FENCE FABRIC, POST AND HARDWARE.
11. FURNISH AND INSTALL THE RUST-OLEUM RUST PROOF METAL PAINT TO PAINT THE FENCE (NOTE: BLACK)
12. FURNISH AND INSTALL ONE HEAVY TEXTURED COAT OF ACRYLIC RESURFACER.
13. FURNISH AND INSTALL TWO TEXTURED COATS OF SPORTMASTER ACRYLIC TENNIS/PICKLEBALL COATINGS IN THE COLORS OF YOUR CHOICE.
14. FURNISH AND INSTALL TWO TEXTURED COATS OF SPORT MASTER ACRYLIC LINE PAINT ON TWO TENNIS COURTS, AND FOUR PICKLEBALL COURTS
15. FURNISH AND INSTALL FOUR PORTABLE PICKLEBALL NET AND NET POST ASSEMBLIES AS APPROVED.
16. FURNISH AND INSTALL TWO NEW SETS OF TENNIS POSTS, TENNIS NETS AND CENTER STRAPS.
17. PRESSURE WASH CONCRETE PAD ON THE OUTSIDE OF FENCE TO REMOVE ALL DIRT AND LOOSE MATERIAL.
18. FILL CRACKS WITH SPORTMASTER ACRYLIC CRACK FILLER.
19. FURNISH AND INSTALL THE RTCC CRACK REPAIR SYSTEM OVER THE REPAIRED CRACKS TO HELP RETARD FURTHER CRACKING.
20. FURNISH AND INSTALL ONE COAT OF SPORT MASTER CONCRETE ADHESION PROMOTER/PRIMER.
21. FURNISH AND INSTALL ONE TEXTURED COAT OF ACRYLIC RESURFACER.
22. FURNISH AND INSTALL TWO TEXTURED COATS OF SPORT MASTER ACRYLIC COLORED COATINGS TO MATCH THE TENNIS COURT GREEN.
23. INSTALL TWO FENCE MOUNTED AWNINGS SUPPLIED BY OWNER.
24. CLEAN UP JOB SITE AND MEET WITH OWNER.

COST OF OPTION II \$ 144510.00

PAYMENT SCHEDULE:

PAYMENT 1 DUE AFTER THE MILLING OF THE ASPHALT, INSTALLATION OF STONE AND
NEW ASPHALT INSTALLED. ITEMS 1 THRU 9. \$ 101750.00

PAYMENT 2 DUE UPON COMPLETION. ITEMS 10 THRU

24,

\$ 42760.00

Rennolds Tennis Court Construction, Inc.

Benjamin S. Rennolds
President, CTCB
ben@rennoldstennis.net

TENNIS COURTS, INC.

P.O. Box 297, Aylett, Virginia 23009

Office (804) 769-3030
Richmond (804) 730-1922
FAX (804) 769-3206
www.TennisCourtsInc.net

August 21, 2023

Town of Irvington
4203 Irvington Rd
Irvington, VA 22480

Attn: Judy Penniman judypenniman@msn.com

Scope of Work: Rebuild and Adjust Grade for Two (2) Existing Tennis Courts 108' x 117', to include painting of the pad outside of the fence area. Approx. 36'x50'

1. Remove fence and reinstall upon completion of construction.
2. Adjust tennis net post to be used as new sleeves.
3. Reset center anchors to new court elevation.
4. Place, laser grade and compact 6" of 21-A stone to adjust the grade to a minimum of 0.83% slope which is equivalent to 1" fall per 10' over entire court area. Laser operated grading equipment shall be used.
5. Place and compact 1 1/2" of leveling course virgin mix asphalt over entire area.
6. Place and compact 1 1/2" of surface course virgin mix asphalt over same.
7. Furnish and apply one coat of acrylic resurfacer.
8. Flood courts. Check for low areas after drainage of the area has ceased or after one (1) hour at 70° or above in sunlight as specified by the American Sports Builders Association. Areas retaining water that cover a nickel will be patched to the best of our ability using acrylic crack and leveling compound.
9. Furnish and apply second coat of acrylic resurfacer.
10. Furnish and apply the acrylic color finish system, consisting of one textured color filler coat and one textured color finish coat. This includes standard colors.
11. Layout, tape and hand paint 2" white playing lines for 2 tennis courts.
12. Furnish and install four (4) sets of blended pickleball lines. Two (2) on each court.

Price of Above Scope of Work: \$151,691.00

Accepted by: _____ Date: _____

Please Note: Due to current economic conditions please note the above price is based on fuel prices not exceeding \$4.00 per gallon, in the event prices exceed this amount then fuel surcharges will apply. Please Note: As recommended by the American Sports Builders Association and Tennis Courts, Inc., your courts should be re-colored every 5-8 years, depending upon use, in order to protect your investment

Brackett Vaughan
Vice President / Project Manager
Tennis Courts, Inc.



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4203 Irvington Rd
Irvington, VA 22480

Attn: Judy Penniman judy penniman@msn.com

Option I: Portable Pickleball Net System

1. Furnish and assemble four (4) Douglas® PickleNet Deluxe portable pickleball net systems.

Price for Option I: \$2,900.00

Accepted by: _____ Date: _____

Option II: Portable Pickleball Net System

2. Furnish and assemble two (2) Douglas® PickleNet Deluxe portable pickleball net systems.

Price for Option II: \$1,450.00

Accepted by: _____ Date: _____



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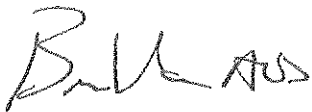
Attn: Judy Penniman judypenniman@msn.com

Option III: Fence Sleeve Over

1. Furnish and install black vinyl standard fence 10' high enclosing tennis court with one walk gate on each side at net line. Terminal posts to be 3" O.D., line posts to be 2 1/2" O.D., 1 5/8" top rail with bottom tension wire.

Price for Option III: \$43,525.00

Accepted by: _____ Date: _____



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PROPOSAL FOR CONSTRUCTION CONTRACT

THIS PROPOSAL FOR CONSTRUCTION CONTRACT, dated for purposes of reference on this _____ by and between TENNIS COURTS, INC. a Virginia corporation (Contractor/TCI) and _____ described hereinafter (Client).

PROPOSAL TERMS: The undersigned Client hereby understands that this proposal is being extended for a period of not to exceed 30 days from the date entered on this proposal after which time all terms are subject to renegotiation and acceptance at the option of the Contractor. Acceptance of the Proposal For Construction Contract can be made by executing where indicated on the document and returning it to the Contractor within the 30-day proposal period. IT IS EXPRESSLY UNDERSTOOD THAT UNLESS THIS CONTRACT IS SIGNED AND DELIVERED TO THE CONTRACTOR PRIOR TO THE EXPIRATION OF THE 30 DAY PERIOD ALL TERMS ARE VOID AND SUBJECT TO RENEGOTIATION.

In consideration of the mutual promises and covenants set out hereinafter, the parties hereto agree as follows:

1. **THE WORK** - Contractor agrees to construct for the benefit of Client tennis courts (or to resurface existing courts), as specified on Exhibit(s) attached hereto. The Exhibit(s) contain the number and location of courts, and the specifications for the construction to be performed by Contractor. The provisions of the Exhibit(s) are incorporated herein by reference for purposes, and shall hereinafter be referred to as the "Work".
2. **WARRANTY** - All materials and workmanship supplied by TCI are guaranteed by us for a period of 12 months unless otherwise specified. Crack repair and windscreens are not included in this warranty.
3. **ROCK CLAUSE** - No provision or price is quoted or figured for any rock removal, hauling and/or disposing of rock or refilling and/or compaction of fill material. Should rock be encountered, we will notify the owner. The extra fee for correction of the aforementioned will be done on a time and material plus 20% basis.
4. **CHANGE ORDERS** - Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be time and materials plus 20%.
5. **PERMITS** - Client shall further provide all necessary permits, inspections and licenses for the work to be provided; shall provide readily available site access for personnel and materials and equipment, and Client shall assume full responsibility for restoration of the access and site if required after completion of construction unless otherwise stated in contract.



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6. ACCESS – TCI shall be provided with access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work in a normal uninterrupted single-shift operation. Owner to supply water and electricity to our operations at his expense unless otherwise stated in contract. Client agrees to indemnify Contractor from and against any claim made against Contractors for utilization of the site or access way provided by Client. This indemnification shall include, but not be limited to attorney's fees and legal costs incurred in appropriately responding to any such.
7. DAMAGE – Unless a time for the performance of our work is specified, TCI shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including, but not limited to fire, flood or other casualty; labor disputes, weather related conditions or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved as contractor or subcontractor.
8. TCI shall not be responsible for, and owner agrees to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or sidewalks, driveways or other improvements located within our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to sub-grade or failure or inadequacy of any labor or materials not furnished and installed by TCI, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
9. MATERIALS PRICING AGREEMENT – The undersigned parties hereby understand that due to unforeseen increases in prices resulting from market forces beyond the control of Tennis Courts, Incorporated, it may be necessary to adjust the prices of materials during the contract period. All attempts will be made to hold supply pricing firm for a period of thirty (30) days. However, in the event material prices increase beyond 2% of the original cost estimate, Tennis Courts, Incorporated reserves the right to add a surcharge to the contract based on the amount of the increase of materials involved in the contract work. Notice will be given during the contract period regarding price increases for materials and supplements to the contract to the agreed upon contract amount.
10. PAYMENT – For performing the Work as required by this Contract, Client agrees to pay to Contractor the sum of \$ _____ The payment schedule shall be as set forth on Exhibit attached hereto. All payments shall be due within ten (10) days following the due date as set out on Exhibit. Client agrees to pay interest on any overdue payment in the amount of 2% per month (24% per annum), until the balance is paid in full. To the extent that legal action is required to be taken by the Contractor to collect any invoice owed, all attorney's fees incurred by Contractor shall be collected from Client as a cost of the action, including all court costs and other expenses incurred by Contractor or its legal counsel in collecting such sum. Client agrees as stated above that all payments are due within ten days following due date as set out on Exhibit and in the event payments are not received in a timely fashion all payments under the contract will be deemed due and payable at that time at the discretion of TCI and no acceptance of any partial payment shall be deemed waiver by TCI.
11. BOND – Should a surety bond be required by owner or by us, the one requesting the bond from the other will pay the premium, unless otherwise agreed to.
12. INSURANCE – Contractor shall maintain liability insurance in the minimum amount of \$1,000,000.00 per occurrence injury to person or property, and shall maintain all workmen's compensation insurance required by law. Contractor shall be liable for no damage to person or property, unless covered by insurance maintained by Contractor, except for damages caused by the gross or willful negligence or conduct of Contractor or his employees. Client shall bear all risk of loss caused by act of God prior to completion of the work, and Client shall maintain builder's risk insurance if Client desires such coverage. Contractor shall have no obligation to maintain builder's risk insurance.



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13. PROPERTY – The Work is to be performed on property owned by or under the contract of Client. Client warrants and represents that it has full authority to enter into this Contract and has adequate financial resources to make all payments required of it in accordance with this Contract. Client further represents and warrants that they have complied with all applicable building permit and zoning ordinances including, but not limited to, set back property line and restrictive covenants in force and effect pertaining to the subject property.
14. RESPONSIBLE AGENT – Client agrees to designate _____ as the responsible agent to Contractor and agrees that that person will be available to answer questions regarding work and contract decisions and otherwise make any decisions pertaining to construction at the site.
15. SUBCONTRACTORS – Contractor reserves the right to utilize subcontractors for the performance of any portion of the Work. Such contractors shall be supervised to the extent necessary by Contractor, and Contractor shall be responsible for all work performed by any subcontractor hired by contractor.
16. USE – Client shall assume full responsibility for any damage to the Work occasioned by utilization of the courts prior to notification by Contractor to Client that the courts are ready for utilization. Security shall be the sole responsibility of Client.
17. ENTIRE AGREEMENT – This Contract represents the entire agreement of the parties. Any amendment hereto shall be in writing, executed by the parties hereto.
18. SUCCESSORS AND ASSIGNS – The parties hereto agree that this Contract shall be binding on their successors and assigns.
19. TESTS AND INSPECTIONS - Contractor has no responsibility for determining the suitability of subsurface conditions for performance of the Work.
20. GOVERNING LAW – This Contract shall be governed by the laws of the Commonwealth of Virginia and in effect at the time of this Contract. Further both parties mutually agree that the venue for any action involving the enforcement or collection on this Contract shall be located in King William County, Virginia. The principal place of business of TCI.

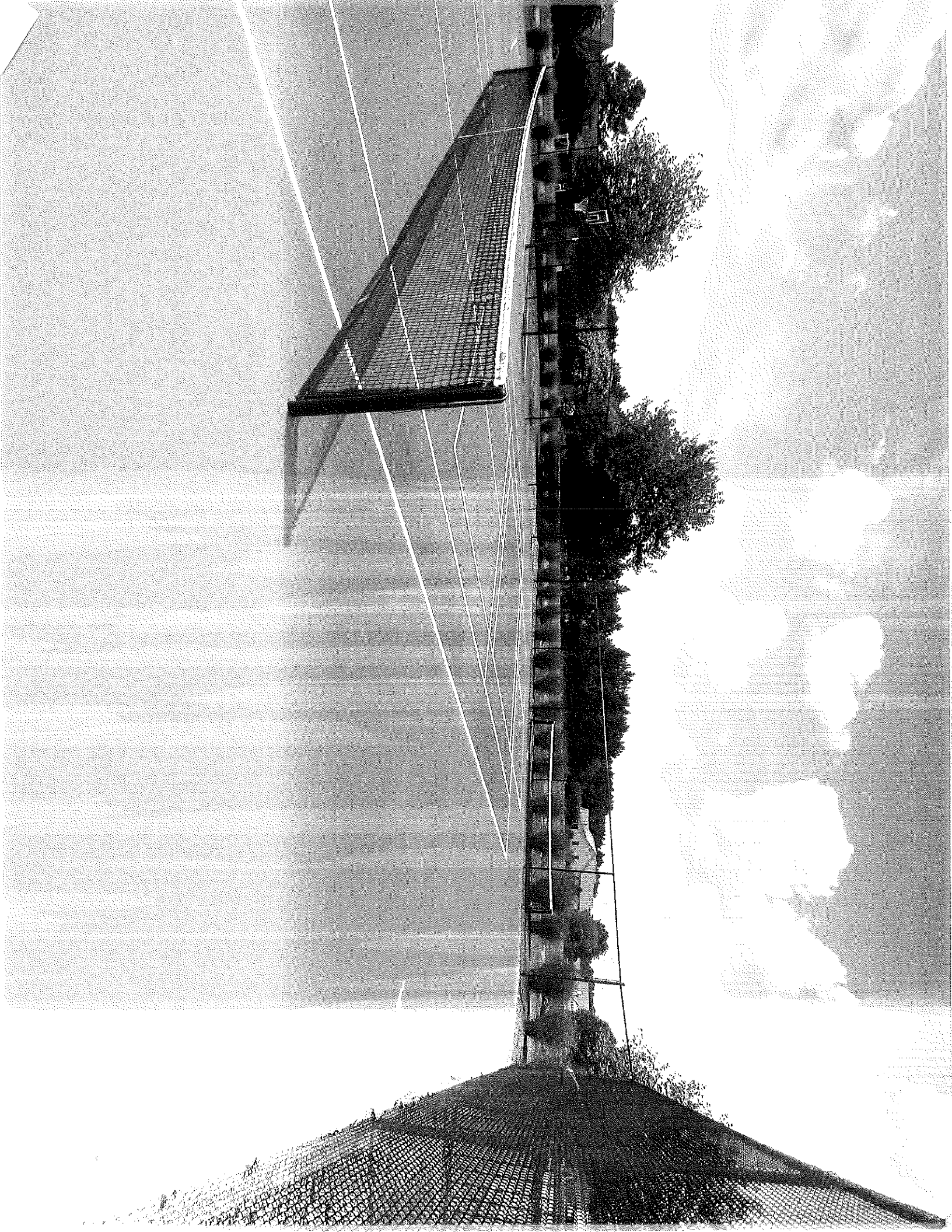
IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

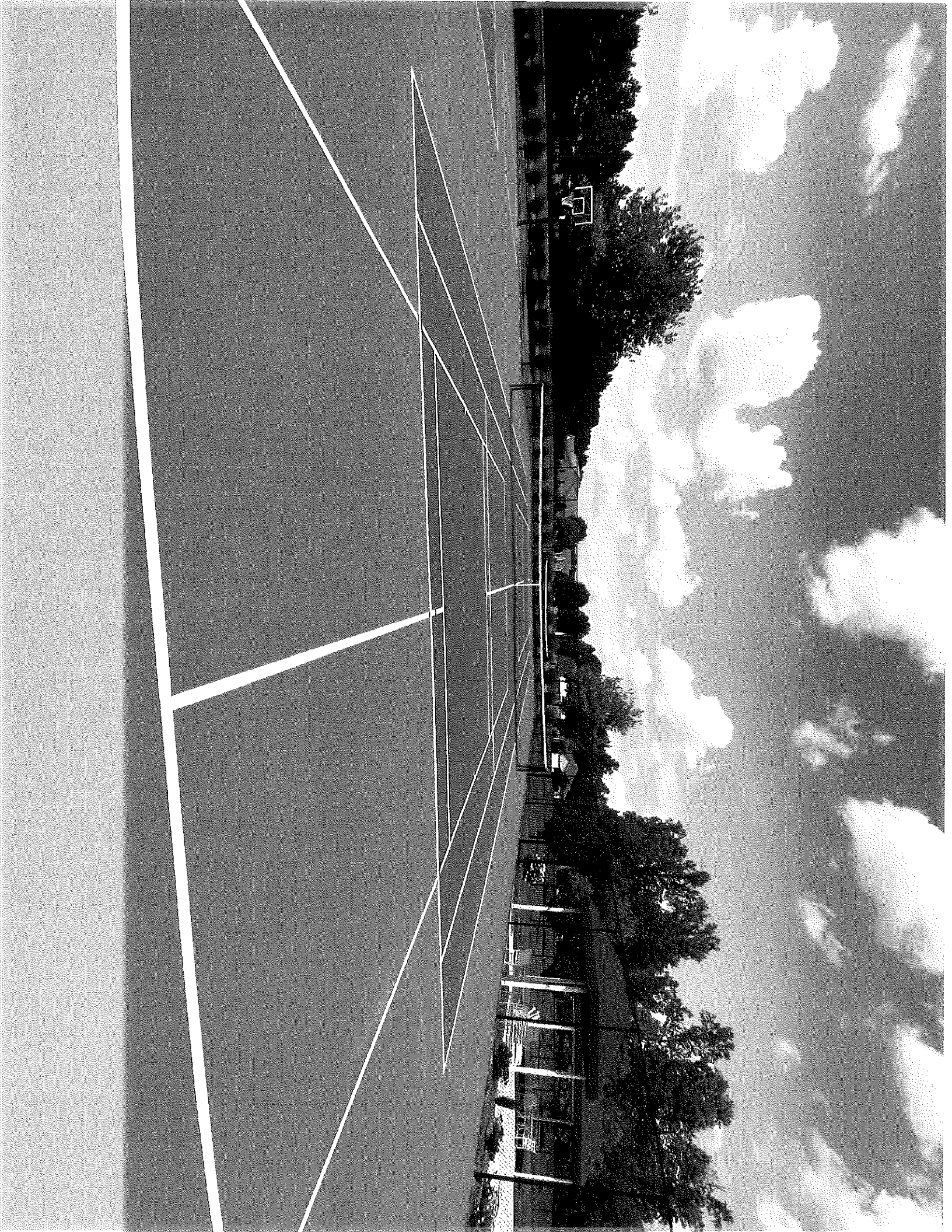
CONTRACTOR: TENNIS COURTS, INC

By: 
Brackett Vaughan, Vice President

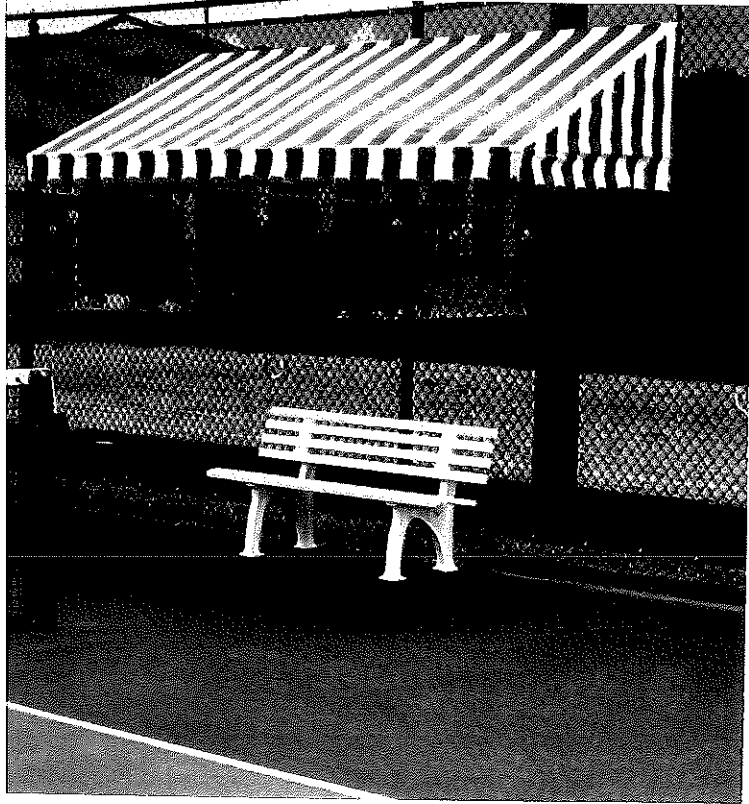
CLIENT:







Home > Tennis Court Shade Canopies > The Shady Court Canopy



The Shady Court Canopy

by Active Sports

\$ 695.00

The Shady Court Canopy

Designed to beat the heat, the Shady Court mounts easily on a standard chain link fence and provides players and spectators with protection from the sun and sudden rain. The 4' by 10' canopy is lightweight and low wind resistance puts minimal stress on your fences.

- Rust-proof galvanized framing and hardware
- All-weather, fade-resistant canvas available in forest green or green/white striped

4ft wide, 10ft long

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