

## Bishop's Tennis, Inc.

25285 Arcola Mills Drive, Sterling, VA 20166-3403

Phone: 703-661-8000

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[www.bishopstennis.com](http://www.bishopstennis.com)

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## Proposal

Friday, November 12<sup>th</sup>, 2021

Customer: Vienna Youth Soccer

Site: Cunningham Park Elementary School, 1001 Park St., Vienna, VA 22180

Contact: Oscar Leon

Phone: (240) 422-4220

Email: [oscar.leon@vys.org](mailto:oscar.leon@vys.org)

Reference: Futsal Court & Basketball Court

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## SCOPE OF WORK

- **PREPARATION:** Hydro-scrub surface w/3500+PSI water buffer unit and clean, scrape and blow court to prepare the surface for coating work.
- **BASKETBALL GOALS:** Saw three (3) basketball goals off at the surface level, fill basketball posts in the ground with concrete, grind flush with the surface and overlay with two (2) layers of woven fiberglass mesh.
- **FENCE:** Supply and install 192 lineal feet of 6' high and 50 lineal feet of 42" high black vinyl fence. Supply and install one vehicle gate per layout.
- **BASKETBALL GOALS:** Supply and install two (2) new gooseneck basketball goals in new concrete footers per layout. Height of goals to be determined.
- **RESURFACER:** Supply and install two (2) coats of Laykold® acrylic resurfacer per manufacturer's specifications. Mixture is resurfacer, sub-angular mesh silica sand and potable water.
- **COLOR:** Clean existing surface of dirt and foreign debris. On a clean and dry surface, we will supply and install two (2) coats of Acrytech "**Bright Red**" & **Black** acrylic color per proposed layout. Coat coverage is approximately .05 gallons per square yard per application of undiluted material.
- **LINES:** 2" Playing lines for one (1) hopscotch, one (1) four square, one (1) futsal court and two (2) basketball keys will first be sealed to reduce bleeding of lines then hand-painted with two (2) coats of white line paint per diagram.
- **LOGOS:** Paint two (2) Vienna Youth Soccer logos and one (1) Cunningham Park Elementary School Logo.
- **SITE MAINTENANCE:** Upon completion, all containers, surplus materials and debris will be removed and the site will be left in a clean and orderly fashion.

## WARRANTY

We will warranty our work for a period of one (1) year from date of completion. Cracks are excluded from this warranty. In the event repairs are needed, it is understood the new paint will vary from original application color

Bishop's is a Fully Licensed and Insured Class A Contractor  
A+ Rated by the Better Business Bureau  
Member of the American Sports Builder's Association  
National ASBA Award Winner – Indoor and Outdoor Facilities





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## TERMS & CONDITIONS

1. It is the expressed responsibility of the Owner to obtain any and all permissions and permits deemed necessary where applicable for the accomplishment of the work in this Agreement. Owner will comply with any and all laws, ordinances, orders, and regulations of any governmental authority, federal, state, county, or municipal, which are applicable to the work necessary to prepare the job site for the work to be performed under this Agreement. Owner shall indemnify and save BTI harmless against any and all liabilities, claims, demands, actions, costs and expenses, which may be sustained by BTI by reason of Owner's failure to comply with the provisions of this section.
2. For the period stated above, BTI will warranty all materials and workmanship to be free of defects, excluding crack work. All materials are guaranteed to be as specified. Unfortunately, there is no sure cure for structural cracking short of rebuilding the subbase/surface, though synthetic overlays can hide them for many years. Therefore, the reappearance of existing and new cracks are likely to occur in the future and any repairs are very temporary in nature. BTI will not warrant crack repairs that are a consequence of inadequate subsurface conditions, expansive or contraction forces, settling or other reasons beyond its control. In the event that repairs are needed, it is understood that paint color/texture will vary from original application color/texture and Owner acknowledges such as a condition of the contract.
3. It is agreed and understood that BTI accepts contracts on a first come first serve basis and cannot be held responsible for a delay in the start date due to weather or other unforeseen delays on previously scheduled contracts.
4. Ingress and egress to be provided for all equipment needed for the work described in this Agreement.
5. Materials will not be applied if rain is predicted, if the temperatures are to fall below 50 degrees Fahrenheit, or if surface temperatures jeopardize the quality of the finished product. Application of resurfacer, color and lines to be in clear, sunny weather only at BTI's sole discretion. During the fall, coatings may be delayed due to falling and flying debris.
6. Owner hereby authorizes the BTI to leave construction materials at the jobsite during the course of the work.
7. Owner will supply water free of charge to BTI. In the event water is unavailable at the site an additional fee may be incurred to provide a water truck.
8. If needed BTI may require courtside access for small trucks to offload drums of materials or to mix paint. BTI will try not to damage the lawn or landscaping along the access path however some damage, tire marks, equipment indentations may occur. The repair, seeding or sod installation of such areas is not included in this Agreement. BTI shall not be held financially responsible for the repair of any damage done to driveways, grassed areas etc. by any and all equipment need to complete this contract.
9. It is the Owners responsibility to inform others and secure court(s) during the course of this Agreement. BTI is not responsible for damage or vandalism to work sites when not present at job. Repairs due to vandalism are an extra. Owner agrees to pay BTI a reasonable fee for any additionally required repairs. Reasonable fees are as follows: cost of time & materials plus 20% to cover overhead.
10. All materials, whether installed or uninstalled shall be considered property of BTI until all scheduled payments are made to BTI. Owner hereby permits BTI to remove any installed or uninstalled materials at its sole option if payments are not met.
11. BTI may, at its sole option and without prejudice, withdraw work crews from jobsite if owner fails to make draw payments in accordance with the agreed payment terms.
12. It is agreed and understood this Agreement was priced and discounted based on BTI being paid as outlined. If payment is not received as agreed upon, Owner will be responsible to pay the full price. The agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia exclusive of Virginia's choice of law rules. In the event that it is necessary for BTI to hire an attorney to enforce any provision of this Agreement including payment schedule, it is agreed that Loudoun County Courts will have jurisdiction over both parties of this Agreement. Owner will pay for BTI's reasonable fees (office expense, court costs, collection and attorney fees) plus an interest charge of 2% per month on the outstanding payments due to BTI starting from the date of completion. Reasonable fees shall not be less than 30% of the original contract amount.
13. Severability – Each provision of this Agreement shall be separate and divisible, and in the event that any provision or portion thereof shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
14. Binding Effect; Survival; Further Assurances – This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto.
15. Amendment. This Agreement may be amended at any time by a subsequent instrument in writing signed by an authorized officer of BTI and Owner at the time of such an amendment.

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