



SPORT COURT.

Basketball Courts, Multi-purpose Game Courts, Tennis Court Construction,
Tennis Court Conversions, Gymnasium Flooring, Volleyball Courts, In-Line Hockey Rinks, Aerobic and Dance Flooring,
Garage Flooring, Home Gyms, Decking, Event Flooring

January 24, 2024

Mary Nicol, City Clerk
City of Douglas
P.O. Box 1030
101 North 4th Street
Douglas, WY 82633

Dear Mary Nicol,

Thank you for the opportunity for SPORT COURT OF THE ROCKIES to discuss solutions for renovating your tennis court at Keith Rider Park into a multisport court.

As you may know, Sport Court has been the leader in modular performance sports flooring since 1974. Over the years, we have become the world's largest court builder including such products as PowerGame+ and SportgamePB (best for tennis/pickleball and multisport).

Attached is the list of improvements to be completed on the tennis area as follows:

(Tennis Court Improvements)

- Removal and disposal of existing sand-based tennis court surfacing.
- Crack repair with acrylic fiber cement and grinding of high spots on the court once the surfacing removed.
- Installation of our multi-sport product, SportgamePB, which will allow for tennis, volleyball, pickleball and other sports if interested depends on design.
- Removal of existing Tennis Net to allow for new installation of Net Adjustment System (Net heights can be adjusted from tennis/pickleball to badminton, women's volleyball and men's volleyball heights).
- Painting of specific game lines on top of the modular multisport tile, SportgamePB.

Signature: _____





S P O R T C O U R T .

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Garage Flooring, Home Gyms, Decking, Event Flooring

NAME: Jack Bates – Sales Representative





SPORT COURT OF THE ROCKIES, LLC
CORPORATE RESUME & QUALIFICATIONS

Our Company:

Connor Sports is the market leader in sports surfacing. We have designed more sports surfacing systems than any other sports surfacing manufacturer and specialize in maple hardwood courts, vinyl and poured urethane sports flooring and vulcanized rubber track surfaces and recycled rubber sports flooring.

Since 1872, Connor Sports professional engineers have led the industry in new product design and development, setting the standard for innovative solutions in sports surfacing. That leadership is shown through our clients, we have built maple hardwood courts for 14 NBA teams and countless numbers of NCAA universities and high schools. Connor Sport Court International was founded in 1974.

Our Colorado staff at Sport Court of the Rockies, LLC, has been in business since 1997. We are licensed, bonded, and insured. We are a member of the American Sports Builders Association, the Better Business Bureau, having received the Gold Star Certificate for the past 9 years! We currently have 8 on staff, along with Two Certified National Wood Flooring Installers / Sand & Finish and a Master Craftsman. All our products are manufactured with pride in the USA. Connor Sport Court has performed thousands of installations, and we are the world's largest court builder. We have the highest quality products and the expertise to deliver not only what we promise, but what you expect. We offer commercial and residential services and provide services for new construction, retrofit/renovation as well as maintenance services. We build a variety of athletic facilities including indoor / outdoor gyms, volleyball facilities, fitness rooms, Sport Courts, and Maple Flooring for Basketball Courts.





PROJECT SUPERINTENDENT:

Randy Resley is the owner of Sport Court of the Rockies, LLC and is a native of Colorado and is the acting Division President of American Sports Builders Association – Courts and Recreation division, whereby he directs the construction, maintenance, and qualification of products for indoor and outdoor court construction across the U.S. Randy has over 20 years of construction and landscape experience in the Colorado area. Working with general contractors, architects, city planners, commercial and residential customers, Randy has helped provide extensive industry knowledge in game court construction and installation of hundreds of tennis courts, Sport Courts, basketball, and volleyball game courts. Randy will oversee the project at a high level.

PROJECT MANAGER:

Kristopher Winchell is an experienced coordinator with 10+ years of managing crews and working in the field. Kristopher has impeccable attention to detail and as well as problem solving skills with over 1000+ courts installed to date. Kristopher will oversee the day-to-day operations, maintaining a high level of precision.

REFERENCES:

Sanborn Western Camps
Jane Sanborn (719-748-3341)
jane@sanbornwesterncamps.com

Sans Souci HOA
Gideon Geisel (303-332-8720)
Geisel.gideon@gmail.com

Silverthorne HOA
Tennis Court Conversion to Tennis and two pickleball Courts
Oswaldo Perez
oswaldo@hmpropertymgmt.com





SPORT COURT OF THE ROCKIES

Official Modular Tile Surface Partner of USA Pickleball

3395 W. Carder Court, Unit C-300

Highlands Ranch, CO 80129

(303) 805-2090 (Office)

(804)-731-4373 (Cell)

jack@sportcourtoftherockies.com

www.sportcourtoftherockies.com



Proposed Time of Work- 90 days from decision- Begin Spring 2024 and completed by June 30th, 2024.

Project Approach-

We have reviewed the City of Douglas Request for Proposal and the project background and attest that we have an understanding of the scope of services required for the project. We are available to work (weather dependent) on the courts in March/ April/ May so that we can remove the tennis court surfacing first. Once removed, we will have a better idea of the condition the concrete under the tennis court surfacing to get a better idea of how much surface prep necessary in order to prep for the modular tile surface, SportgamePB. We are based out of Highlands Ranch, Colorado but would plan to stay on site to complete the work. Dependent on the amount of surface prep necessary, we could complete the project in a week and half to two week time frame. We would plan to remove the existing tennis nets to upgrade to our multisport net (can adjust net from tennis/ pickleball heights, to badminton to women's and men's volleyball.) We can discuss exact design, but with the space provided and safety wise, I'd recommend less obstructions on the court so that you have less chance of injury.





We are provided the following requested items for the project submittal:

1. Comprehensive General Liability Insurance

Applicant shall have comprehensive general liability insurance coverage during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in general aggregate.

RESPONSE: SEE ATTACHED SCOR – CERTIFICATE OF INSURANCE

2. Workers' Compensation or Employers Liability Insurance

Applicant shall provide proof of workers' compensation coverage, for all employees working on this project. Applicant's coverage shall be under the Wyoming Workers Safety and Compensation program if statutorily required or such other workers' compensation insurance as appropriate. Applicant's insurance shall include Stop Gap coverage in the amount not less than five hundred thousand dollars (\$500,000) per employee for each accident and disease. Applicant shall also supply proof of worker's compensation and employer's liability insurance on any sub-applicant.

RESPONSE: SEE ATTACHED SCOR – CERTIFICATE OF INSURANCE

3. Professional Liability or Errors and Omissions Liability Insurance

Applicant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect Committee from any and all claims arising from Applicant's alleged or real professional errors, omissions or mistakes in the performance of professional duties by Applicant or his sub-applicants in an amount no less than five hundred thousand dollars (\$500,000).

RESPONSE: SEE ATTACHED SCOR – CERTIFICATE OF INSURANCE

4. Business Automobile Liability

Applicant shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence.

RESPONSE: SEE ATTACHED SCOR – CERTIFICATE OF INSURANCE

5. Potential or Perceived Conflicts of Interest

RESPONSE: We are not aware of any potential or perceived conflicts of interest that must be disclosed.

Signed: 

Name: Jack Bates – Sales Representative





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company of Colorado 6400 S. Fiddlers Green Circle, Suite 950 Greenwood Village CO 80111	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 303.756.9909	FAX (A/C, No): 303.756.8818
E-MAIL ADDRESS: denver@buckner.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: Technology Insurance Company, Inc.		42376
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

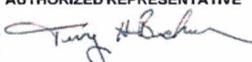
COVERAGES **CERTIFICATE NUMBER:** 937332840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded. \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6A44913	5/24/2023	5/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY DED: \$1,000			6A44913	5/24/2023	5/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0			6A44913	5/24/2023	5/24/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4246403	9/1/2023	9/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property Business Income & Extra Expense			6A44913	5/24/2023	5/24/2024	Deductible \$1,000 Actual Loss Sustained 44,730 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is Additional Insured on a Primary and Non-contributory Basis including Completed Operations with waiver of subrogation for the general liability and Workers Compensation policies. Certificate holder is additional insured with waiver of subrogation for the business auto policy.

Umbrella follows form

CERTIFICATE HOLDER **Informational Purposes Only**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NCCI #: WC000313B
Policy #: 4246403

Sport Court of the Rockies LLC
3395 Carder Ct. Unit C-300
Highlands Ranch, CO 80129

The Buckner Company of Colorado
6400 South Fiddler's Green Circle #950
Greenwood Village, CO 80111
(303) 756-9909

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 1, 2023 Expires on: September 1, 2024
Pinnacol Assurance has issued this endorsement August 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



SPORT COURT

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129

CONTRACT



NAME: KEITH RIDER PARK
ATTN: City of Douglas, WY (Mary Nicol)
ADDRESS: 960 Riverbend
CITY: Douglas ZIP: 82633
PHONE: TBD STATE: CO
EMAIL: bfrye@cityofdouglas.org

COURT SIZE
60' x 120'
7,200 sq. ft.

SPORT COURT PERFORMANCE SYSTEM

Table with 2 columns: Description and Price. Includes items like GAME COURT SURFACE - SportGame PB™, GAME COURT LINE PAINTING, GAME NETTING SYSTEM, INSTALLATION, SHIPPING & HANDLING, TAX ON COMPONENTS, and TOTAL SPORT COURT SYSTEM COSTS: \$ 61,898.

SITE PREPARATION / OTHER COSTS

Table with 2 columns: Description and Price. Includes items like SITE PREPARATION - Removal and Disposal of Existing Tennis Surface, SITE PREPARATION - Grind High Spots and Fill Cracks with Acrylic Fiber Cement, SITE PREPARATION - Removal of Old Tennis Net System, TRAVEL COSTS - Covers Hotel, Gas, Per Diem, and TOTAL SITE PREPARATION / OTHER COSTS: \$ 18,100.

ESTIMATED PROJECT COSTS: (price firm 30 days from date of contract) \$ 79,998

Court Color: TBD Lane Color: TBD Border Color: TBD

PROJECT - TERMS & CONDITIONS

EXCLUSIONS

Estimate makes certain assumptions on design and components including type of fencing, access gates, dimensions and soils being in good condition, site grubbed to an initial subgrade. Costs excludes soil rehab / renovation, sidewalks, applicable permits, lighting, performance bonds, and landscape around the court including irrigation relocation / adjustment, soils, sod, retaining walls, etc. Final design will impact overall estimated costs to this estimated construction costs.

LOCATION OF COURT

After consultation with customer, SCOR will mark on the property the proposed installation site of the court. Customer agrees to carefully examine the marked location and to notify SCOR in writing not less than twenty four hours prior to the start of installation of the court if the marked site is not the location desired by customer. Customer responsibility and liability for the location of the court and agrees to defend and hold SCOR harmless against any claim, assumes all liability, or cause of action arising out of or pertaining to the location of the court.

GENERAL CONDITIONS OF THE CONTRACT

Above price is based on current scope of work, if project scope is changed, estimated costs will be adjusted. SCOR carries a \$1,000,000 insurance policy with a \$4,000,000 umbrella liability insurance policy and current workmen's compensation on all employees. Costs of permits, association fees, survey and other compliance costs are the responsibility of the Customer and will be charged on a cost-plus basis. These costs are not included in the above estimated costs of the project.

PAYMENT FOR WORK

The Court shall be completed according to standard industry practices for the sum (including tax, if applicable) as finalized in the executed estimate ("contract price"), subject to change orders as provided below. The customer agrees to pay for the project according to the following schedule:

Table with 4 columns: Description, Amount, Percentage, and Notes. Includes rows for SPORT COURT ESTIMATE (\$ 79,998 From Above), ESTIMATED PROJECT COST (\$ 79,998), and Payment No. 1 (50.0% \$ 39,999 Due upon signing of contract).



**S P O R T
C O U R T**

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129



CONTRACT

Final Payment	50.0%	\$ 39,999	Due immediately upon substantial completion of the Project.
TOTAL PAYMENTS		\$ 79,998	

Total Project Cost includes the costs for Sport Court of the Rockies to design, develop and install your Sport Court system, which includes the components identified above, all labor, equipment, supply costs, and the associated shipping, handling and sales taxes to complete the project.

- (1) ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT SCOPE IS CHANGED, COST ESTIMATE WILL BE ADJUSTED
- (2) ALL TRAVEL COSTS WILL BE DONE ON A COST PLUS BASIS, AS APPLICABLE.

All payments shall be due on or before five days after presentation of invoices for services and materials. If customer defaults in the timely payment of the agreed contract price or any part thereof, SCOR may immediately stop work on the court until customer's account is paid current. Late payments shall accrue interest at one and one-half per cent (1 1/2%) per month, calculated from the date of delinquency Customer agrees to pay such late fees as well as costs of collection of unpaid amounts, including reasonable attorney fees. SCOR does NOT accept wire transfers as a form of payment under the terms of this contract.

ALL COMPONENTS OF THE COURT SHALL REMAIN THE PROPERTY OF SCOR UNTIL THE CONTRACT PRICE IS FULLY PAID. Customer hereby grants SCOR an irrevocable license to peaceably enter upon Property and remove all components of the Court other than the concrete foundation in the event the Customer, for any reason, does not pay the Contract price in full.

SCOR accepts Visa, Mastercard and American Express. A 3.0% CREDIT CARD PROCESSING FEE WILL BE APPLIED FOR PAYMENTS MADE WITH CREDIT CARDS. SCOR **DOES NOT** INITIATE OR ACCEPT WIRE TRANSFERS AS A FORM OF PAYMENT.

GUARANTEE

All work completed by SCOR under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from the date of installation, unless specifically waived elsewhere in the agreement or in a separate written agreement signed by authorized agent authorized to accept this agreement. SCOR's liability under this agreement is limited to errors and omissions proximately caused by SCOR in the performance of its work as described in the agreement. Under no circumstance shall the actual amount of damages exceed the total amount paid to SCOR for the work performed. There is no guarantee of drainage where the slope provided or allowable is less than two percent (2%).

ACCEPTANCE OF CONTRACT

By signing below, Customer acknowledges reading this contract, and accepts terms and conditions of the contract, which terms are incorporated into the Contract. Customer acknowledges receipt of a copy of this document. Acceptance of Customers order is subject to approval and acceptance by an authorized officer of SCOR.

CANCELLATION CLAUSE

You, the Customer, may cancel this transaction at any time within three (3) business days after the date of this transaction by delivering written notice of cancellation to the office located at the above address. Restocking fees of up to 25% may be incurred on components already ordered, will be subject to all labor and custom services/products provided, which will be charged back to customer in cases of cancellation.

ADDITIONAL TERMS OF THE CONTRACT

1. **Scope of Contract Work.** Customer is solely responsible for having all desired construction or specifications reflected in this contract. SCOR assumes no responsibility for the performance of any work or obligation not expressly set out in this contract.
2. **Concrete Work.** Customer acknowledges that site preparation and concrete work were not performed by SCOR.
3. **Electrical.** If applicable, all electrical hook-ups are to be performed by a certified electrician. The cost of the electrician is not included in any portion of the worksheet or contract unless specifically identified. Light systems require to be installed based on SCOR light specifications as
4. **Permits, Easements and Customers Associations.** Customer is responsible for requesting and obtaining any applicable permits and Customers association approvals to perform the above work. SCOR will help provide documentation or specification materials in order to successfully obtain such approvals. In addition, SCOR will be responsible for requesting the location of any underground cables prior to the start of work. All permit fees and associated costs will be done on a cost plus basis and are not included in the cost estimates.
5. **Sprinkler Systems.** All work and acts pertaining to the removal, repair or relocation of sprinkler systems on the proposed construction site are the responsibility of home owner or general contractor.
6. **Change Orders.** Changes, however minor, will not be made to the specifications for the court without a written change order signed by both customer and SCOR. Any change resulting in additional cost in the performance of the contract must be agreed to in writing before the change will be implemented.
7. **Unexpected Soil Conditions.** The contract price is based on the mutual assumption that the site designated by customer contains no underground water nor any other condition or obstacle beneath the surface that will not accommodate standard installation of the court. Should SCOR discover that any condition exists beneath the surface that requires additional work or cost, the customer will be notified. In such an event, customer shall have the option of canceling the balance of the contract upon written notice to SCOR within ten days of notification of the increased costs of construction. No further work will be done until the customer agrees to pay the actual cost of any required additional work. If no decision to proceed is made by customer within the ten days, SCOR may cancel this contract upon written notice to customer. Upon cancellation by either party, SCOR shall be entitled to payment of a reasonable portion of the Purchase price, based upon the actual costs incurred by SCOR at the time of cancellation and the percentage of the work completed. Cancellation of the contract shall relieve SCOR of all further liability or responsibility for performance of the balance of the contract, other than site clean-up in accordance with this agreement.



SPORT COURT

SPORT COURT OF THE ROCKIES, LLC
3395 Carder Court, Unit C-300
Highlands Ranch, CO 80129

CONTRACT



- 8. Completion Date. SCOR cannot guarantee any specific date for any phase of installation or completion of the court.
9. Damage to Landscaping. Although SCOR will make reasonable efforts to confine the area of work in installing the court, customer's yard and property may be disturbed by the installation activity.
10. Post-Construction Damage to Landscaping. SCOR does not guarantee or represent that the changes in sunlight or drainage patterns resulting from the installation of the court will not adversely affect nearby lawn, trees or shrubs.
11. Access Through Neighboring Property. In the event the customer authorizes SCOR's use of a neighbor's property for access or prosecution of the court installation, customer agrees to defend and hold SCOR harmless from all claims, liabilities, cost of court, attorney fees and causes of actions arising out of such use.
12. Construction Work Conditions. The customer acknowledges that installation of the court will result in noise and dust during the construction process, and releases SCOR from all claims and liabilities pertaining thereto.
13. Adjustment of Contract Measurements. In the installation of the court, SCOR has the right to adjust any measurement without securing customer's permission, provided such adjustment does not exceed 1% (plus or minus) of the contract measurement or dimension.
14. Insurance. SCOR assumes risk of loss of or damage to the components of the court until the transfer of title upon payment in full of the purchase price, and may, in its discretion, maintain casualty insurance thereon.
15. Use of Subcontractors. SCOR may engage subcontractors for the performance of all or part of this contract.
16. Work Site Clean-Up. SCOR agrees to reasonably clean up the work site and access area after installation is completed, and to remove all excess installation materials and wastes unless otherwise noted.
17. Warranties. ANY WARRANTIES IN THE PHYSICAL COMPONENTS OF THE GAME COURT OTHER THAN THE CONCRETE FOUNDATION ARE ISSUED DIRECTLY BY SPORT COURT INTERNATIONAL, A GERFLOR COMPANY, THE MANUFACTURER, AND NOT BY SCOR, INC. DBA SPORT COURT OF THE ROCKIES. SCOR, INC HEREBY ASSIGNS ANY SUCH WARRANTIES TO THE CUSTOMER. UPON WRITTEN NOTICE OF A WARRANTY CLAIM, CONNOR SPORT COURT INTL SHALL HAVE A REASONABLE TIME TO INSPECT THE COURT, AND MAKE DETERMINATION AS TO WHETHER A VALID WARRANTY CLAIM HAS BEEN MADE. IN THE EVENT THAT CUSTOMER HAS A VALID WARRANTY CLAIM, SPORT COURT INTERNATIONAL, AT ITS SOLE OPTION, AGREE TO REPLACE, REPAIR OR CORRECT THE PROBLEM AT NO CHARGE TO THE CUSTOMER. ALL OTHER WARRANTIES BY SPORT COURT TO CUSTOMER, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW.
18. Concrete Appearance. Customer is advised that the concrete used in the foundation of the court will often crack, but that such cracks do not adversely affect the structural integrity of the court.
19. Use of Photographs. Customer agrees to permit SCOR to use photographs of Customer's court, including people using the court (i.e. talent) for marketing purposes. Contractor will not identify the Customer's name or house address while using the photographs.

Executed:

Customer: KEITH RIDER PARK
By signing below, customer acknowledges he/she has read and understands all additional terms of the contract.

SCOR:
By: /s/ Jack Bates
Name: Jack Bates
Date: 1/26/2024

By:
Name:
Date: