



**Birkdale HOA  
Construction of Six Pickleball Courts**

8511 Royal Birkdale Dr.  
Chesterfield VA 23832

Submitted By:

**River City Tennis, LLC**

P.O. Box 26  
Midlothian VA 23113

Mobile: (804) 296-8420

greg@rivercitytennisllc.com

CLASS A VA RECREATIONAL FACILITIES CONTRACTOR #2705171259

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**Client (Owner)**

Miriam Hoebelheinrich  
Birkdale HOA  
8511 Royal Birkdale Dr.  
Chesterfield VA 23832

Mobile: (804) 739-8800

msh8810@gmail.com

**Estimate**

|             |                                                          |
|-------------|----------------------------------------------------------|
| Job Name    | Birkdale HOA<br>Construction of Six Pickleball<br>Courts |
| Job Number  | 471                                                      |
| Issue Date  | January 27, 2025                                         |
| Valid Until | February 26, 2025                                        |

**Description**

Convert Two Clay Tennis Courts to Six Asphalt Pickleball Courts

Project Location: Birkdale Country Club 8511 Royal Birkdale Dr. Chesterfield, VA 23832

**Private Notes**

## References:

Rob Oakes, Director of Tennis at Country Club of Virginia  
(804) 400-3219, rob.oakes@theccv.org

Scott Mitchell, Director of Tennis at Kanawha Recreation Association  
(804) 399-7003, scott.mitchell@krarva.org

Byron Balkin, Head Tennis Coach at Hampden-Sydney College  
(608) 354-5654, bbalkin@hsc.edu

Alex Bolin, Southampton Recreation Association  
(804) 307-1686, thom.bolin@ucci.com

Jason Kinder, Director of Tennis at North Hills Club  
(407) 864-8869, jkinder@northhillsclub.com

John Jennings, Facilities Maintenance Manager at Westwood Club  
(804) 381-5638, jjennings@westwoodclub.net

Joe Wang, Director of Tennis at Army-Navy Country Club  
(240) 401-7104, joewang@mac.com

| Item                                                                                                                                                                                                                                                                                      | Amount |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Land Excavation</b>                                                                                                                                                                                                                                                                    |        |
| <i>Create a construction access entrance.</i>                                                                                                                                                                                                                                             |        |
| <i>Fencing will be removed around the courts and stored on site, leaving only the fence post around the perimeter.</i>                                                                                                                                                                    |        |
| <i>Remove the existing brick border and haul off site.</i>                                                                                                                                                                                                                                |        |
| <i>Remove net posts and footers and haul off site.</i>                                                                                                                                                                                                                                    |        |
| <i>Cut and cap off any irrigation lines that could be a conflict for new courts. Remove irrigation heads from the court area.</i>                                                                                                                                                         |        |
| <i>Remove vegetation and trees from court surface area and haul off site.</i>                                                                                                                                                                                                             |        |
| <i>Heavily scarify the existing stone/ to prepare the clay surface and blend it with the stone base.</i>                                                                                                                                                                                  |        |
| <i>Create a well compacted subgrade sloped between .83%-1%.</i>                                                                                                                                                                                                                           |        |
| <b>Stone Installation</b>                                                                                                                                                                                                                                                                 |        |
| <i>Install approx. 8" of 21A stone over compacted subgrade. Stone will be graded between .83%-1% slope. RCT will compact stone throughout installation, and will proof roll stone base prior to paving.</i>                                                                               |        |
| <i>Price based off stone base being 122' x 112'.</i>                                                                                                                                                                                                                                      |        |
| <b>Net Post Installation</b>                                                                                                                                                                                                                                                              |        |
| <i>Install six sets of pickleball net posts. Posts will be set in concrete following industry standards.</i>                                                                                                                                                                              |        |
| <i>New nets and posts will be included.</i>                                                                                                                                                                                                                                               |        |
| <b>Asphalt Installation</b>                                                                                                                                                                                                                                                               |        |
| <i>Install 3" of new asphalt, compacted, over the stone base. Asphalt pad will be 120' x 110'.</i>                                                                                                                                                                                        |        |
| <i>-The asphalt will consist of a Two 1.5" lifts of 9.5mm Virgin surface mix.</i>                                                                                                                                                                                                         |        |
| <i>-Asphalt should cure for 25-30 days before installing the court surfacing.</i>                                                                                                                                                                                                         |        |
| <i>-RCT will check surface for areas with standing water(birdbaths). Following industry standards, we will patch necessary areas.</i>                                                                                                                                                     |        |
| <b>Install Court Fencing</b>                                                                                                                                                                                                                                                              |        |
| <i>Furnish and install approximately 224' of 4' black vinyl coated chain link fence as divider fencing to separate each of the six pickleball courts. Includes top and bottom rail. There will be a 4' opening on one end of each divider fence to allow passage from court to court.</i> |        |
| <i>Furnish and install approximately 110' of 6' black vinyl coated chain link fence to divide the three north courts from the three south courts. There will be two 4' wide walk gates, one in each center alley. Fencing will have top and bottom rail.</i>                              |        |
| <i>Reinstall court fencing that was removed prior to construction starting. The angles corners will be made straight. Two perimeter walk gates included in pricing.</i>                                                                                                                   |        |
| <b>Install Court Surfacing</b>                                                                                                                                                                                                                                                            |        |
| <i>Install two coats of Acrylic Resurfacer over the entire surface area. Two coats of AR heavily fortified with sand will help fill small voids in new asphalt.</i>                                                                                                                       |        |
| <i>Install two coats of Color Surfacing over the inner playing area and the outer apron. Client is to provide color choices 2-3 weeks in advance of surfacing going down.</i>                                                                                                             |        |
| <i>Install playing lines. Playing lines will consist of a Line Primer and Textured Line Paint. When blended lines are requested, the Client</i>                                                                                                                                           |        |

| Item                                                                                   | Amount              |
|----------------------------------------------------------------------------------------|---------------------|
| <i>is to choose the color and width of the lines requested.</i>                        |                     |
| <b>Clean Up Site</b>                                                                   |                     |
| <i>River City Tennis, LLC will clean up site and return it to form as best we can.</i> |                     |
|                                                                                        |                     |
| <b>Price</b>                                                                           | <b>\$175,159.00</b> |

## Terms

### TERMS AND CONDITIONS

ALL PROPOSALS AND CONTRACTS WITH RIVER CITY TENNIS, LLC ("Contractor") EXPRESSLY INCORPORATE BY REFERENCE THESE TERMS AND CONDITIONS:

#### Article I: Scope of Work

- A. Scope of Work Listed in Proposal
- B. Contractor agrees to furnish the necessary labor, materials, and work to complete the Project and Owner agrees to pay for the same subject to the terms and conditions described herein and Contractor's Standard Terms and Conditions, incorporated herein by reference.

#### Article II: Schedule of Work

- A. Schedule of Work.

After the full execution of this Contract and payment of the initial deposit, if any is required, the Project will be scheduled. Owner's failure to timely obtain all necessary approvals and make material selections may cause delays and Contractor reserves the right to postpone the Project until approvals and/or selections made.

- B. Inclement weather and unforeseen conditions. The Parties acknowledge that inclement weather, unforeseen site conditions, and other matters beyond Contractor's control may result in delays in the Project or require the Parties to extend or amend the schedule of work for the Project.

#### Article III: Payment

FOR THE PROJECT, OWNER AGREES TO PAY CONTRACTOR THE TOTAL SUM ON THE FOLLOWING SCHEDULE:

- 25% Payment due prior to mobilization
- 60% Payment due upon completion of asphalt
- 15% Payment due upon completion of project

Contractor shall provide Owner with notification of the Project's completion, and final payment for the Project, including payment for any Change Orders, shall be made no later than five (5) days after Owner is notified that the Project has been completed.

#### Article IV – Termination & Default

- A. Termination by Owner. In the event that Contractor fails to comply with the terms of this Contract to a substantial degree, Owner shall provide notice to Contractor in writing that Contractor is in default of its contractual obligations and setting forth the reasons for default. Contractor shall have ten (10) business days to correct or otherwise address the matters set forth in the default notice. If Contractor fails to correct the default with ten (10) business days of its receipt of the written notice of default, Owner may elect to terminate this Contract by given written notice of the same to Contractor. In the event of such a termination, Owner shall pay Contractor, without discount or deduction, for the value of all Work performed prior to the date of the termination.

- B. Termination by Contractor. In the event that Owner fails to comply with the terms of this Contractor, including Owners's payment obligations, or Owner becomes insolvent or files bankruptcy, Contractor may elect to terminate this Contract by given written notice of the same to Owner. Contractor may also elect to stop work or suspend performance of the Work to provide Owner an opportunity to cure the default relating to non-payment. In the event the work is stopped or suspended in this manner, Owner shall have the sole responsibility to monitor and manage the safety and

condition of the premises. In the event of default by Owner, Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination in addition to all direct and consequential damages resulting therefrom, including overhead, lost profits, and attorneys' fees. No delay or failure by Contractor to exercise any right hereunder and no partial exercise of any such right shall constitute a waiver of that or any other right unless otherwise provided herein.

#### Article V: Miscellaneous Provisions

This Contract, including the Terms and Conditions which are incorporated herein by reference, constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written proposals, contracts, understandings or agreements between the Parties relating to the Project. This Contract may not be amended or terminated except by a writing executed by all of the parties hereto. The Parties acknowledge that they have carefully read and fully understand the meaning and intent of this Contract, they are competent to execute it, and they have had the opportunity to review this Contract with an attorney prior to signing it. This Contract shall be deemed to have been jointly drafted by the Parties and shall not be interpreted or construed against a Party because that Party actually drafted the Contract or any provision herein. The Contract and any Change Orders may be executed in counterparts or by facsimile/.pdf, all of which shall be deemed to be an original and together shall constitute one and the same instrument.

#### Article VI – Special Provisions

It is the Clients responsibility to prepare the land for construction and to create a suitable subgrade.

A suitable access point is to be provided by Client.

One mobilization is included in pricing for stone installation and asphalt installation.

Ideal slope for recreational courts is between .83%-1%. Slope will be determined based off the courts surroundings.

Asphalt comes with industry standard ONE YEAR WARRANTY.

An accessible water source is necessary for RCT to use throughout the project. Water will be used for mixing materials, cleaning up tools and material containers, paving, and keeping the stone wet for compaction.

An on-site washout area is to be provided to RCT.

River City Tennis, LLC will mix the coatings according to manufacturers recommendations to achieve ITF 3 ratings. The Client can request us to adjust the mix to match the desired speed of play.

Price excludes permits and fees, undercuts and undercut refills, geotechnical and material testing, chemical or mechanical drying of onsite soils, utility conflicts not shown on plans, rock excavation, rock blasting, rock breaking, bringing in good soil if onsite soils aren't suitable for construction, dewatering(except from rain), and well pointing.

Price based off RCT supplying all labor and materials for the project.

Prices are based off current vendor and subcontractor pricing. If our vendors and subcontractors increase pricing prior to the start of the project, River City Tennis, LLC will execute a change order with the Client to reflect the updated pricing. RIVER CITY TENNIS, LLC WILL HOLD THIS PRICE FOR 30 DAYS.

RCT expects to have full access to the space upon mobilization. RCT will communicate ideal conditions.

Private utility marking or repair of damaged unmarked private utilities excluded.

IF WEATHER CONDITIONS INTERFERE WITH THE SUCCESSFUL PROGRESS AND COMPLETION OF THE PROJECT, PROJECT TIMELINE MAY BE DELAYED AND EXTENDED. IF NECESSARY, RIVER CITY TENNIS LLC WILL DISCUSS ANY CHANGES WITH THE CLIENT.

This Proposal contains confidential information belonging to the Contractor, which is legally privileged. The information is intended only for the use of the Purchaser, individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this

Proposal is strictly prohibited. If you have received this Proposal in error, please immediately notify us by telephone and/or email to arrange for the return of the original documents to us.

1. **SCOPE OF WORK.** The Scope of Work is defined by that stated in any Proposal (the "Work").

2. **PAYMENT.** Owner, as defined in any Proposal, agrees to pay Contractor for the performance of the Work the sum(s) set forth in any Proposal in accordance with the due dates and payment schedule set forth in any Proposal, subject to additions and deductions for changes agreed upon pursuant to Paragraph 3 below. If a Proposal does not specify a due date or payment schedule, Owner shall pay Contractor all sums due upon substantial completion of the Work. Late payments by Owner will be subject to interest of 1.5% per month from the due date until paid. A late fee of \$25.00 per month shall be assessed for any payments not made in a timely manner. Contractor shall be entitled to charge \$50.00 or the maximum permitted by law for any checks returned for insufficient funds or a stop payment.

3. **CHANGES.** Contractor and Owner expressly agree that no changes to the Work will be made, nor extra work performed, nor changes made in the quality, quantity of materials furnished, or estimated completion date unless such change is mutually agreed to in writing between Contractor and Owner ("Change Order"). An Owner requested Change Order should be directed immediately to Contractor for approval. A Contractor requested Change Order due to unforeseen or hidden site conditions or other unanticipated changes in the Work shall be immediately directed to Owner. In no event shall Contractor be required to purchase materials or begin labor on any changed work until such time as Contractor and Owner execute a written Change Order setting forth the change in scope of work, change in time of completion, and change in contract price.

4. **PROSECUTION OF WORK; DELAYS.**

(a) Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of the Work in a proper, efficient and workmanlike manner. In its performance of the Work, Contractor will comply with all applicable local requirements for building permits, inspections, and zoning. For repair jobs, Owner understands and agrees that Contractor does not guarantee that the Work will completely repair defects in the court. Court deterioration is expected in time due to natural elements and man-made materials. Repair work is an attempt to prolong the life expectancy of the court. Any materials that are to be furnished by Owner shall be furnished in sufficient time to enable the Contractor to perform and complete its work within the time or times provided for in any Proposal. Owner delays could impact project start date and completion due to Contractor's schedule of work. Owner understands and agrees that Contractor requires access to the courts and a sufficient supply of water to perform the Work and Owner agrees to provide the same. Owner agrees to keep the tennis court and work site closed and prevent people and animals from accessing the tennis court until the Work is completed.

(b) Contractor shall not be responsible for any delays in the performance of the Work due to weather, force majeure, strike, failure in issuance of necessary permits, acts of negligence or omission of Owner, failure of Owner to make payments when due, acts of subcontractors, inability to obtain materials through recognized channels, or other causes beyond the control of Contractor. Delays caused by such events do not constitute abandonment and are not included in calculating time frames for performance. If Contractor's performance of the Work is delayed, disrupted or interfered for the foregoing reasons, Contractor may request an extension of the time for performance of the Work as well as any reasonable compensation for the delay, to be set forth in a written Change Order pursuant to Paragraph 3.

5. **RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment properly due and owing is withheld by the Owner. This remedy is in addition to any other rights or remedies that Contractor may have. Failure to make payments when due is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting shall be treated as extra work.

6. **GOVERNING LAW; DISPUTE RESOLUTION.** Any Proposal shall be governed by the laws of the Commonwealth of Virginia. Contractor and Owner agree that any and all disputes arising under or relating to any Proposal or the Work shall be resolved by mediation or arbitration according to the Construction Industry rules of the American Arbitration Association or by an action in the County of Henrico, Virginia Circuit Court or General District Court and the parties consent to and waive any objection to venue in that jurisdiction. Should Contractor employ an attorney to institute suit, demand mediation or arbitration, or otherwise enforce the terms of any Proposal, to defend against any suit or other claim brought by Owner, or to collect damages for any breach of the terms of any Proposal, Contractor shall be entitled to recover its reasonable attorneys' fees, costs, expenses, expert witness/consultant fees, and expenses expended or incurred therein in addition to compensatory damages and other relief. Reasonable attorneys' fees are defined as (i) one-third of the principle amount due or (ii) the customary hourly charges of Contractor's attorney, whichever is greater. The parties expressly waive their rights to trial by jury.

7. INDEMNIFICATION. Owner expressly agrees to indemnify and hold harmless Contractor from any and all claims, suits or liabilities, including attorneys' fees, for injuries, including death, to third parties or damage to their property and from all other claims, suits or liabilities arising out of the performance of the Work or in any way occasioned in whole or in part by any act or omission of the Contractor, its subcontractors, and/or any of their officers, agents, employees, servants, representatives, and any other persons directly or indirectly engaged by them.

8. NOTICES. All notices required under any Proposal shall be sent via certified mail, return receipt requested or by hand delivery, to the parties at the addresses set forth in the Proposal. Notice to the Owner may also be given to the address where the Work is performed. Verbal notification to Contractor will not satisfy the notice requirements herein.

9. HAZARDOUS WASTE. Hazardous Waste is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Unless the Proposal specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the Proposal calls for the same, Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at Project site has been removed, properly abated, and approved by the appropriate government agency. If Contractor encounters such substances during the course of the Work, Contractor shall immediately stop work and allow the Owner to obtain duly qualified hazardous material contractors to perform the work or Contractor may perform the work upon Owner's consent. Any such work performed or subcontracted by Contractor work will be treated as extra work and subject to Paragraph 3 hereof.

#### 10. MISCELLANEOUS PROVISIONS.

(a) Any Proposal and these Terms and Conditions contain the entire understanding of the parties. Any oral agreements, prior proposals, contracts, understandings or agreements are hereby superseded by the Proposal and these Terms and Conditions. A Proposal may only be amended by an instrument in writing executed by the parties hereto. In the event one or more of the provisions of this Contract or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby. The Proposal and any Change Orders may be executed in counterparts or by facsimile/.pdf, all of which shall be deemed to be an original and together shall constitute one and the same instrument.

(b) Any Proposal shall be for the sole benefit of the Owner and Contractor. No other entity or individual shall be deemed to be a beneficiary of any Proposal.

(c) Contractor may subcontract portions of the Work to properly licensed and qualified subcontractors.

(d) By executing the Proposal, Owner authorizes and releases Contractor to take photographs of the subject property and the Work for use in marketing, social media or other advertising materials.

(e) In the performance of the Work, each party to any Proposal shall, at no additional cost to the other, comply with all applicable safety laws, rules and regulations of any nature whatsoever whether federal, state, municipal, or otherwise. In addition, each party shall indemnify the other and save the other harmless from any and all losses and expenses (including, but not limited to, attorneys' fees and any fines, penalties, or corrective measures imposed on the other party), arising out of or occasioned in any way by the failure of a party, or any of its officers, agents, employees, or servants, or any subcontractors or other persons directly or indirectly engaged by that party in the performance of the Work, to comply with any such safety laws, rules, and regulations.

(f) A contract between Contractor and Owner shall become a binding contract once executed by all parties. Owner may cancel a contract within 48 (forty-eight) hours after signing provided the work has not begun by giving written notice of cancellation to Contractor.

(g) As required by the Virginia Department of Occupational Regulation, Owner is advised of the existence of the Virginia Contractor Transaction Recovery Fund. The Board of Contractors can be contacted at Recovery Fund Office, DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, telephone (804) 367-1559.



Date 1/27/25

Date \_\_\_\_\_

Greg Rennolds  
River City Tennis, LLC

Miriam Hoebelheinrich  
Birkdale HOA