

PARKS, RECREATION & CULTURE MEMORANDUM
#27-2023

DATE: Oct. 23, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Interim Deputy City Manager *AL2*

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture *ajp*
Jesse Mestrovic, Parks & Recreation Project Manager

SUBJECT: CR-137 – Aquatic Adventure Course

PURPOSE

To consider CR-137, a resolution approving a contract with WJN, LLC (WJN) in the amount of \$385,000 for the design and construction of NinjaCross, an on-demand obstacle course system, over the lap pool at the Northglenn Recreation Center.

BACKGROUND

This project will add a new recreational amenity to the existing lap pool area in the recreation center. As discussed at the Feb. 27, 2023 study session, a portion of the City’s allocation from the sale of the Denver Broncos Football Club has been identified to fund this project. The additional funding necessary to complete the project was secured through a grant from Adams County Open Space during the spring 2023 grant cycle.

The NinjaCross system is a retractable obstacle course that would be installed over the lap pool, creating an interactive and challenging fitness feature that is intended to appeal to older youth and active adults. The contractor, WJN, is the sole provider of the NinjaCross system (Attachment 1).

BUDGET/TIME IMPLICATIONS

Funding in the amount of \$500,000 is available for this project.

Funding Source	Amount
Adams County Open Space Grant	\$300,000
Denver Broncos franchise sale	\$200,000
Total Available Funding	\$500,000
WJN, LLC contract	(\$385,000)
Contingency	(\$115,000)

Installation of the NinjaCross system is scheduled to take place in August 2024. The project is anticipated to take approximately two weeks and will overlap with the annual maintenance week that is typically scheduled for the recreation center to minimize the impact of the closure.

STAFF RECOMMENDATION

Attached is CR-137, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and WJN, LLC for the Aquatic Adventure Course in an amount not to exceed \$385,000, and authorizes the City Manager to approve minor changes in scope and execute relevant change orders up to the approved expenditure limit of \$500,000. Staff recommends approval of CR-137.

STAFF REFERENCE

If Council Members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at apeterson@northglenn.org or 303.450.8950.

ATTACHMENT

1. Sole Source Provider Letter

CR-137 – Aquatic Adventure Course

WJN, LLC



July 26, 2023

Mr. Jesse Mestrovic
Parks & Recreation Project Manager
jmestrovic@northglenn.org
11701 Community Center Drive
Northglenn, CO 80233

Re: Sole-Source Provider Letter

NINJACROSS™ SYSTEMS
Patent No. US 9,889,387 B2

WJN, LLC dba NinjaCross™ Systems is the sole source provider for the design, engineering, manufacture & installation of the NinjaCross™ System obstacle course & training system designed as sports & fitness equipment for indoor & outdoor pools. WJN, LLC is the only entity who delivers & services this specialized product as the sole source provider for the State of Colorado and specifically the Northglenn Recreation Center located in Northglenn, Colorado.

Should you have any questions, please do not hesitate to contact me. My my direct line at (913) 909-9761 or (800) 778-9702 Ext 1.

Kyle W. Rieger
Managing Partner
WJN, LLC dba/NinjaCross™ Systems
(p) 800-778-9702 (d) 913-909-9761
(e) Kyle@NinjaCrossSystems.com

This correspondence, any attachments and the ideas, renderings and other contents contained herein and therein are the sole property of WJN, LLC may be confidential, and may not be disseminated, reproduced, or otherwise used without the prior written consent of WJN, LLC. If you are not the intended recipient, please contact the sender and delete all copies. The recipient recognizes that all electronic data transmissions may contain undetected viruses that can destroy or cause corruption of data. Accordingly, WJN, LLC makes no warranties that data transferred by use of electronic means are virus free.

Cc: Stephen Wagner, Director of Design & Development

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-137
Series of 2023

Series of 2023

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND WJN, LLC FOR THE AQUATIC ADVENTURE COURSE PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and WJN, LLC, attached hereto, in the amount of \$385,000.00 with a contingency of \$115,000.00 for a total amount not to exceed \$500,000.00 for the Aquatic Adventure Course Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2023.

SHANNON LUKEMAN-HIROMASA
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and WJN, LLC (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed three hundred eighty-five thousand dollars (\$385,000). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice

on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Contractor shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for

the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall

be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Risk Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XVII. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor: WJN, LLC
13725 Metcalf Ave., Suite 352
Overland Park, KS 66223

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Meredith Leighty
Print Name

Mayor
Title

Johanna Small, CMC Date
City Clerk


APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR:

By: _____

ATTEST:


Print Name

CEO 9/12/2023
Title Date

By: Kyle Rieger

Kyle Rieger
Print Name

Managing member 9/12/23
Title Date

Contract #2023-134
Exhibits A & B

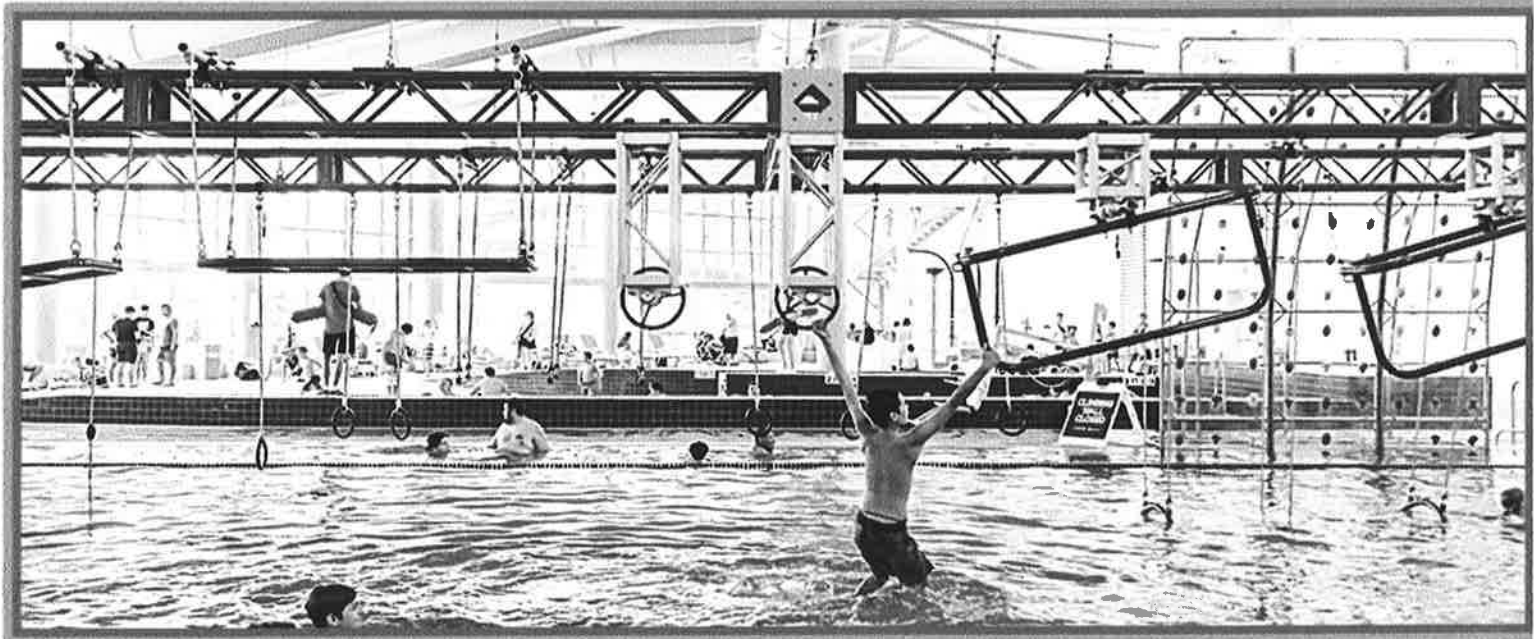
TO THE ATTENTION OF:

AUGUST 22, 2023

**Jesse Mestrovic – Project Manager
City of Northglenn
Northglenn, Colorado
PH:(303) 450-8838**



CITY OF
Northglenn



NINJACROSS SYSTEMS

Model #NCS-I-54

**KYLE RIEGER – 913.909.9761
WJN, LLC DBA/NINJACROSS SYSTEMS
Overland Park, Kansas 66223**

Patent No. US 9,889,387 B2

INDOOR SCOPE OF WORK

A. Scope of Work: work shall include the furnishing of all labor, materials, equipment, engineering expertise and other incidentals as indicated on the Drawings, specified herein, and as necessary for proper construction of a **NinjaCross™** model NCS-I-54 including;

1. **NinjaCross™** On-Demand Obstacle Course System – *to be referred to as (NCS)*
 - a. Obstacle Truss System Components and Rigging
 - b. Truss Support System and Related Supports, Rigging Cables, and Pulley Blocks
 - c. Winch and Pulley Retraction System, Direct Drive Pulley System.
 - d. Safety Back-up System.
 - e. Entertainment Timing System
 - f. Labor to complete the installation of the obstacles and obstacle truss system.
 - g. Safety and Instructional Signage
 - h. Operations and Maintenance Manuals
 - i. On-Site Certification and Training.

Work Provided Elsewhere in the Specifications and/or on the *Drawings (to be provided by others and NOT NinjaCross Systems)*

1. All demolition and repairs to decks, fences, and landscaping if applicable.
2. We require the owner to provide a water filled swimming pool during our installation.
3. All electrical works, including labor and material for electrical connections and wiring to the designated areas as specified by the manufacture. ***See item "K" below for Electrical System Requirements.**
4. Watertight Conduit runs from main system control box to owner supplied electrical service for one LED display monitor and winch/pulley system, timer system. All conduit runs shall be specified by NCS and provided by others along with all necessary electrical work.
5. Ceiling Improvements which may include structural bracing, additions, or connection that will allow for the mounting of NCS supplied equipment. This may require fabrication of structural parts, welding, bolting, painting and relocation of fire sprinklers, lighting, HVAC, or other obstructions of the NCS cable pathway.
6. The installation crew will require access to the entire length and 12-foot perimeter around the pool where the Obstacle Course System is to be erected including a 20' x 30' access area to operate all equipment along with a 20' x 80' laydown area for equipment container and trailer as well as trusses, and obstacles. This area must be accessible for a 25-foot reach scissor lift with a 12-foot platform that is capable of reaching a 25-foot-high ceiling, otherwise an additional charge may be applied.

B. Materials

1. The structural steel/aluminum truss support, aluminum obstacle truss (winch and pulley retraction system) and obstacles, shall be constructed of materials that are able to be installed by the obstacle course manufacturer or by a manufacturer certified installation company.
2. **ALUMINUM:** aluminum shall conform to the following unless noted otherwise on the drawings:
 - a. Member alloy: 6005-T5 or 6061-T6 or 6005A-T6
 - b. Channels, plates and sheets: 6061-T6
 - c. Weld filler allow: 4043, 5356, or 5556
 - d. All detailing, fabrication and erection shall conform to the aluminum association aluminum design manual, current edition.
3. Welding shall be in accordance with the American Welding Society latest edition.
4. Field connections shall be bolted unless specified otherwise on the drawings.
5. Aluminum truss to aluminum truss connection bolts: Stainless Steel, A193, 5/8" diameter.

C. STRUCTURAL STEEL:

1. Structural steel shall conform to the following unless noted otherwise on the drawing
2. Misc. plate, bar, angles and channels: ASTM A36, FY = 36 KSI
3. HSS tubes: ASTM A500 GR B, FY = 46 KSI
4. HSS round: ASTM A500 GR B, FY = 42KSI
5. PIPE shapes: ASTM A53, TYPE E OR S, GRADE B, FY = 35 KSI
6. Bolts or scaffold connection pins: SAE J429 grade 5 bolts (FY=92 KSI)
7. Truss to truss connection pins: A449
8. Welding shall be in accordance with the American Welding Society latest edition
9. Hot dip galvanized per ASTM A123 after fabrication. Coating weight per paragraph 5.1 of ASTM A123 and A153. Fabricate assemblies per ASTM A143, A384, AND A385. Repair damaged areas and welds made after galvanizing after erection in accordance with ASTM A780 with organic zinc rich paint complying with DOD-P-21035 OR MIL-P-26915, multiple coats to dry film thickness of 4 MILS.
10. Contractor shall supply temporary bracing to take care of all loads on the structure during erection to ensure the safety of the structure, leave as long as is required, remove when safety is assured.

E. CORROSION PROTECTION COATING

1. Unless otherwise noted all steel materials shall be hot dipped galvanized.
2. Aluminum obstacle frame shall be anodized.
3. All elements below the water surface shall either be HDPE, stainless steel, or aluminum that is protected with a thermoplastic powder technology, to be used on steel and aluminum materials.

F. WIRE ROPE AND RIGGING ACCESSORIES

1. Wire rope 3/8" or less in diameter: 7x19 SSAC, meeting federal spec. RR-W-410E
2. Wire rope 7/16" or greater in diameter: 6X19 IWRC, meeting federal spec. RR-W-410D, type 1 Class 2
3. Special cable used for indoor systems is designed to provide the most resistance to Stainless Stress Cracking that includes a unique molecular blend for resistance to SSC. The actual wire configuration of 7x19 is used to provide a good balance of tensile strength while maintaining flexibility to go over the sheaves.
4. Wire rope connections and rigging use SS316 Shackles, Wire Rope Clips, Turnbuckles, Hoists, and other required terminations.
5. Shackles: stainless steel, screw pin anchor type, ASTM A153
6. Turnbuckles: system, ASTM F-1145
7. Forged wire rope clips: galvanized or stainless steel, meeting federal spec. FF-C-450 Type I Class I
8. Wire rope thimbles: galvanized or stainless steel, meeting federal spec. FF-T-276B type II
9. Ratchet straps and Chain pullers.
10. Polyester or steel core round sling

G. HARDWARE

1. Steel Hardware, ASTM A-7 or A-36 (hot dipped galvanized).
2. Bolts, Federal Specification FF-B-SC1.

H. INSPECTIONS

All truss units, scaffold and/or other rigging equipment shall be visually inspected prior to erection. Damaged or corroded equipment shall not be used. Field modifications shall be approved by the engineer of record prior to installation

I. COLOR - OBSTACLE & SUPPORT CORD(S):

Color shall be integral to the obstacle and/or support cord(s). Obstacle and obstacle support cord color shall be selected from 9 standard colors supplied by NCS. Colors may be different for obstacles and cord if desired. Custom powder coat & anodizing colors are additional.

J. SYSTEM COMPONENTS

1. **Obstacle Frame:** the point at which the Obstacles mount and the portion of the system that moves up and down to place the obstacles either in a useable position or in a stored position. The Obstacle Frame is constructed from 12"x12" aluminum box truss. Connected by bolting them end to end to either another box truss or a corner block. The Obstacle Frame is rectangular in shape, being 12' wide with the length dependent on the final design. Obstacle Frame is then prepped, anodized and powder coated.
2. **Obstacles:** the elements in which participants climb/swim on, over, and under that are located above, on and below the water level consisting of 3 types.
 - a. **Underwater Obstacles** where most of the obstacle is under water and the participants body will be in the water. Examples of these types of obstacles are Underwater Hoops, Underwater Sea of Discs, The Cube, etc.
 - b. **Water Level Obstacles** - where the obstacle is at water level, these obstacles either have the participant standing on top of the obstacles or require the participant to maneuver over the obstacle. Examples are Water Level Sea of Discs, Low Bars, etc.
 - c. **Above Water Obstacles** - where the obstacle is higher above the water and the participant's body is out of the water, typically requiring the participant to use upper body strength. Examples are Overhead Ring, Tilted Ladder, Trapeze Bar, UFO's, etc.
 - d. Obstacles are constructed of steel core nylon rope, HDPE plastic, stainless steel tubing aluminum tubing, and stainless-steel hardware.
3. **Attachment Hardware** - Obstacles attach to the Obstacle Frame via either an Obstacle Attachment Bar or Truss Clamp.
 - a. Obstacle Attachment Bar is a 2" bar that attaches to the Obstacle Frame and allows for obstacles to have a wider attachment than 12".
 - b. Truss Clamp is an attachment that clamps to the 12" truss with an eye loop. This allows quick attachment of items to the truss.
4. **Rigging System** – Includes three components: The Retraction System, Safety Backup System, and Static Line System. All points shall be dead hung points. All rigging shall be hung from panel points (locations on the truss chords braced both vertically and horizontally) unless specifically approved by the engineer of record. Bridles shall not be used unless specifically allowed by the engineer of record.
 - a. **The Retraction System** - comprising of 5 major components, the Lifting Lines, the Winch Line, the Winch, Pulley Blocks, and the Direct Drive Pulley System (DDPS). The Lifting Lines connect to the Obstacle Truss at design system points then runs vertically to the Pulley Block where it is redirected horizontally to the DDPS. The Lifting Lines are on approximately 11' centers with each side of the Obstacle Truss having the same number of Lifting Lines. The Lifting Lines run to the DDPS through a special sheave that redirects the lines to bring them together from an 11' on center spacing to a 6" o/c spacing. The Lifting Cables then terminate at the Winch Cable. The Winch Cable connects to the Winch and this single line pulls all Lifting Cables to create a symmetrical lift of the Obstacle Frame.
 - b. **The Safety Backup System** is a system designed to catch to the Obstacle Frame in case a rigging cable breaks and prevents the Obstacle Frame from falling into the water. The current system used is a product called The Backup System. How it works is a cable runs from the Obstacle Frame to the Backup System device that connects internally to internal wheel, if that wheel starts to spin fast a break is triggered that halts the spin of the wheel and prevents the load from descending.
 - c. **The Static Line System** acts as a primary live load support system and additionally provides stabilization to the system. Lines that secure the Obstacle Frame to the building ceiling are designed to hold the live load and helps prevent the Obstacle Frame from swaying.

K. ELECTRICAL SYSTEM REQUIREMENTS – TO BE PROVIDED BY OTHERS

Single Phase, 125VAC service is required for the winch, timing, entertainment system, and Master Control Box. Each service shall have a dedicated 15A circuit with a dedicated circuit for the Winch and a separate dedicated circuit for the Timer Display Board and Master Control Box; location of these connections will be project specific. NEMA 4 junction boxes are required and supplied by others. Watertight conduit runs, provided by others with required connections supplied by NCS. We will utilize a Master Control Box to be located at a pre-determined location. The Master Control Box will house the timer start button, winch controls, sound effects systems, and wireless timer stop buttons. Our Master Control Box will be wall mounted and the connection to the facility supply power can be a direct tie-in with a service at the wall or a drop in line that runs down from the ceiling or main electrical run. The entertainment timing system detailed above will plug into this enclosure. The owner will need to connect the power supply to the control box enclosure. The electrical supply (by others) must be located on the winch system side of the structure which will be finalized during the final design phase. Electrical service requirements are based on USA standards (125vac/30amp) but all supplied equipment that requires electrical service will be built to satisfy the local standards where the system is to be erected. NCS will use a convertor in the Master Control Box control box to power the sound system.

L. WIRELESS TIMER SYSTEM

The objective is to have a system that will record individual times for each of the participants As they progress along the course from start to finish and then reset for the next challenge. The timer and entertainment system is a system that allows for special events that require the timing of individuals racing on the system. The system is able to time a single user per lane while giving both a visual and audio question for starting. The system utilizes a wireless transmitter button on the end timer bollard that eliminates the need for any electrical connections on the Obstacle Frame or over the water for the timing system. The system does include a sound effects player that has the ability to play music or sound effects when the system is deployed and raised as well as option for music to be played during a race or as general background music. Additional options such as lap times, individual obstacle times, biometrics, or fitness related timing can be incorporated at an additional fee.

M. OBSTACLE COURSE SYSTEM CONFIGURATIONS:

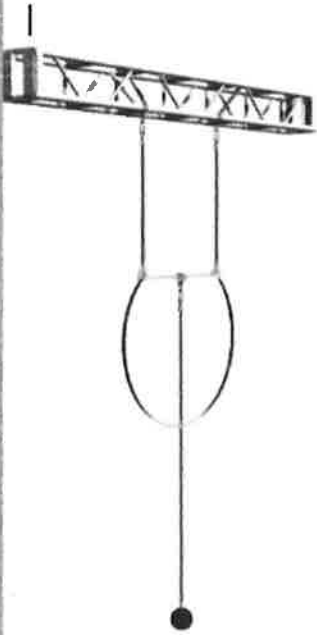
The proposed NinjaCross System is designed for an 6-lane indoor competition pool. All Obstacle Course System attraction layout(s) have been developed utilizing designs provided by NinjaCross Systems.

N. OBSTACLE TRUSS

The obstacle truss is the structure that will raise and lower above the pool surface. The obstacle truss size can vary from a minimum of 12'x12' to a maximum of 12'x 64'. Indoor systems will require Model #NCS-I-54 which measures 12'x 54' creating a 2-lane course with a centerline separation of 11 feet. The obstacle structure will be lowered to a position that allows the obstacles to hang in a natural position either underwater, at water level, or above the water level.

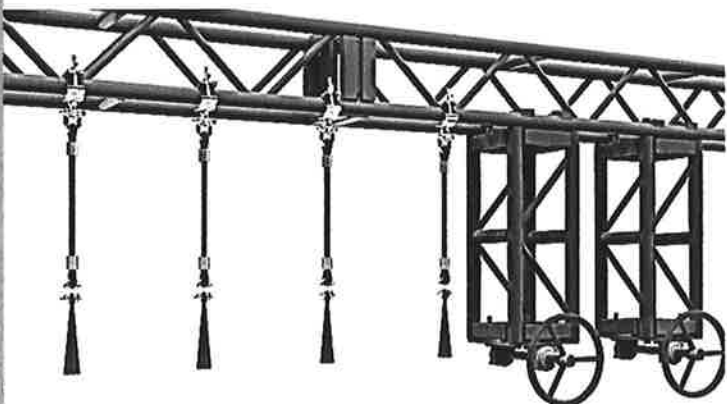
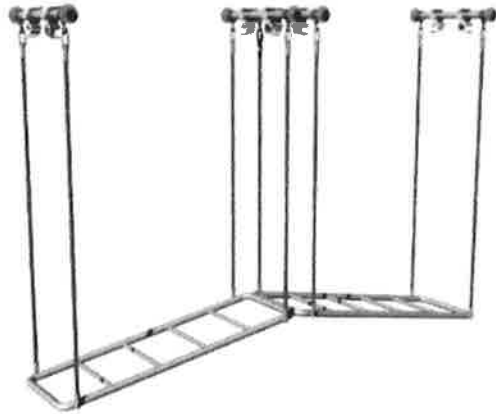
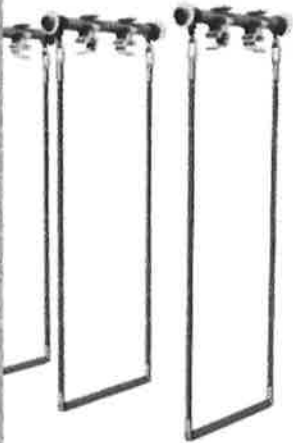
O. OBSTACLE ELEMENTS & OBSTACLE OF THE MONTH CLUB

The NinjaCross was creatively designed with interchangeable obstacles that are customizable continually create new courses and challenges with a range of difficulty from beginners to elite athletes. With obstacles above, below and at the water surface, the obstacle course delivers three-dimensional movement for competitors and exercisers alike. Owner operators have the ability to create custom courses varying in difficulty from over 20+ obstacles. The NCS Obstacle of the Month Club (*Optional Add*) was created to keep your members engaged and challenged for years to come with a variety of new obstacles for all skillsets.



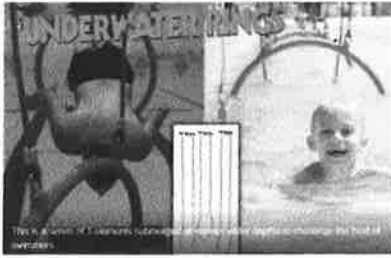
INTERCHANGEABLE OBSTACLES

NINJA CROSS





CREATE YOUR OWN COURSE DESIGN FOR ALL SKILL-SETS



Underwater Rings – this element is a 36” diameter hoop that’s submerged underwater so you can navigate your way to the next challenge to get you started. All participants begin the course while in the pool water taking off from the wall and swimming through this element.



Sea of Discs – this element includes a series of 4 round discs at the end of a rope with the disc positioned slightly beneath the water surface. The challenge for the participant is to pull themselves up the rope and position their feet onto the disc and transfer from disc to disc using their hands on the ropes and their feet to balance themselves on the set of 4 Sea Discs. This will test any competitors balance, agility, and strength.



Overhead Rings – this element is an overhead ring with the goal for the participant to transfer from the Sea of Discs to the Overhead Rings and after navigating this challenge then to transition to the Trapeze Bars.



Trapeze Bars - this element is a simple horizontal bar hanging from two ropes where the participants objective is to transfer from bar to bar to bar followed by a series of 3 Overhead Rings. The spacing of the bars can be adjusted to change the level of difficulty.



Low Bars – This element is out of sight. A series of 4 submerged bars that you have to address while holding onto the attached ropes.



Timer Bombs – All warriors are familiar with the round red Timer Bombs to grab hold of as you finally reach for the finish line



Tilted Ladders – are a set of horizontal ladders set on an angle. This element works much like a set of monkey bars. The participant will use their hands to traverse uphill on the first ladder and then downhill on the second series of bars.



Tilted Frames – a set of bar frames that tilt under the users weight as they navigate to the next while maintaining their balance and grip.



The UFO's– At 16 inches wide and with a 10-degree taper on the top side, this hold will help increase your balance and pinch strength substantially. Proper training technique will yield excellent results for forearm and upper body strength.



Spinning Wheels – a traversing element where the wheel spins as the participant grabs it. This is a series of 3 elements elevated above the water surface to challenge the best athletes



WELCOME TO A NEW
ARENA IN AQUATICS

P. THEMING

1. Colorful signage can be added to our truss systems using ABS plastic graphic panels and banners
2. The panels are made of ABS plastic and will be 1/4" thickness and can be directly printed on for branding, marketing, sponsorships, and special events.
3. Theming to include NinjaCross colors, logo and branding or client selected branding upon request

Q. PROPOSAL INCLUDES

1. Installation supervisor, installation labor and small hand tools.(includes prevailing wages)
2. One mobilization for a six-day installation is included in this proposal. Additional mobilizations or two-part installations are NOT included and will be charged to owner if required as determined by NCS.
3. All installation equipment including but not limited to a 25-foot reach scissor lift with a 12-foot platform that is capable of reaching a 25-foot-high ceiling as well as a forklift for unloading and moving all materials as required.
4. Installation to be completed using our temporary floatable dock system that measures approximately 10ft x 60ft. and is built on top of your pools water surface.
5. Obstacle frame, pulley blocks, cables, direct drive spreader system, winch & pulley system, main cable, pull cable, spreader bar, weight hold cable, stabilizing rig points, stabilizing cables, safety back-up system, cost of rigging, installation
6. Obstacles, entertainment & timing system, scoreboard LED display
7. Truss includes frame system, arms, bracing, pinch blocks, base plates, obstacle truss and frame, stainless steel connection hardware
8. Rigging system to include winch, control box, mounting plate, stainless hardware, rigging plates, stabilizing cables, slings, carabiners, pulley system & mounting blocks
9. Engineered drawings by a licensed engineer registered in the State of Colorado after receipt of 100% completed construction and structural drawings from the owners' design team including all 3D models of the competition swimming pool, surrounding walls and ceiling directly above the pool where the NCS is to be installed.
10. Instructional signage
11. Custom Floating Dock to be used to safely access Interchangeable Obstacles, Perform Annual Maintenance as well as a platform for your Trainers to provide Fitness Classes from, including: (4) Four 10' long x 5' wide Dock Sections along with (4) Four Tie-Up Cleats, (10) Ten Couplers and (4) Four 4-wheel Platform Rolling Dolly.
12. Start-up, and commissioning with on-site training of staff & operational guidelines
13. Operations & maintenance manuals both hard-copy and digital delivered on an iPad
14. Mandatory Annual Inspection for Year-1 is included in the contract price and will be performed by NCS. PLEASE NOTE: During this year 1 inspection, Client can choose to have NCS train Client Staff on proper procedures for performing the required yearly inspection, or Client can choose to have NCS continue to perform the yearly required inspection at a contracted yearly amount. All Annual Inspection cost after year 1 are the sole responsibility of the owner.

R. PROPOSAL EXCLUDES - TO BE PROVIDED BY OTHERS

1. ***Ceiling Improvements** which may include structural bracing, additions, or connection that will allow for the mounting of NCS supplied equipment. This may require fabrication of structural parts, welding, bolting, painting and relocation of fire sprinklers, lighting, HVAC, or other obstructions of the NCS cable pathway.
2. Any building permits, licenses, allowances, taxes, and submissions as required by local, state regulatory agencies, oil reports (outdoor only) and surveying, brokers fees or additional site visits if applicable. Special inspections, notices, steel fabrication inspections, concrete/steel material testing, and soils testing. Stamped Electrical Drawings if required. We provide a full set of electrical detail, but they are not stamped.
3. **Electrical connections and wiring** of controls and electrical equipment for winch and timing system including bringing service to the designated location(s) shown on drawing

submittals. Electrical service requirements based on USA standards are 125vac/30amp.

- 4. Installation and connections for timer board & master control box
- 5. Temporary utilities. Fresh water supply for our use within 30 feet of course work areas
- 6. Coatings for anchor bolts or painted connection hardware for the structural steel
- 7. Obstacle of the Month Club. (Optional ADD)
- 8. Exclusive Territory (Optional ADD – please discuss options with a NCS representative)
- 9. Taxes of any kind...
- 10. Performance / payment bonds of any kind.
- 11. Freight Charges.
- 12. Any items not specifically stated above

S. Lead Time & Project Schedule

- 1. Project milestone dates to be provided upon award of contract and during submittal phase. Design, engineering, owner sign-off, scheduling, procurement, installation, freight, commissioning, and owner occupancy projected at 180 days from date of executed contract, receipt of the initial 50% payment and all color selections.

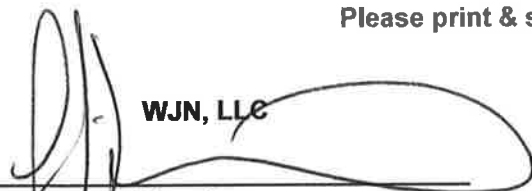
T. Payment Terms & Schedule – \$385,000.00 USD – Indoor NCS (Expires 09/30/2023)

- 50% Payment Due at contract execution to begin engineered drawings & fabrication
- 45% Payment Due after fabrication (and prior to shipment regardless if project is delayed))
- 5% Payment Due upon completion of installation.

PLEASE NOTE THE FOLLOWING AS REFERENCED ABOVE IN ITEM R., 1
NCS can provide a proposal for the ceiling work and electrical once our engineered drawings have been completed. The cost for this work is not included in our proposed price and would be an additional cost to the owner. Please note that we previously provided an estimated cost to provide this work for \$50,000 simply for your budgeting.

Additional change orders/charges will occur if changes are made to project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items vary.

Please print & sign name, date, and job title.


 WJN, LLC
 Signature
 STEVEN LEVINE - CEO
 Name & Title
 9/12/2023
 Date

Customer

 Customer Signature

 Name & Title

 Date

