

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sport Builders, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this       day of       , 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elite Sports Builders, LLC (formerly Sunland Sports), an Arizona Limited Liability Company ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 1, 2012, under the National Intergovernmental Purchasing Alliance, the Cooperative Purchasing Network (TCPN) entered into a contract with Contractor to purchase the goods and services described in the Contract R5178 National Intergovernmental Purchasing Alliance ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 1, 2012, until the date the contract expires on May 31, 2017. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2017. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2017.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four Hundred Thousand dollars (\$400,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Tim Barnard  
5959 W. Brown St.  
Glendale, Arizona 85302  
623-930-3572

and

Elite Sports Builders, LLC  
c/o Troy Rudolph  
3600 South 7<sup>th</sup> Avenue  
Phoenix, Arizona 85041

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

“Contractor”

Elite Sports Builders, LLC,  
an Arizona Limited Liability Company

By: \_\_\_\_\_

Name: Troy Rudolph  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT A**

National Intergovernmental Purchasing Alliance Contract No. R5178





VENDOR CONTRACT AND SIGNATURE FORM

## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

### **VENDOR CONTRACT**

Between Sunland Asphalt/Sunland Sports and

**THE COOPERATIVE PURCHASING NETWORK (TCPN)**  
**For**

**Sport Surfaces, Installation and Related Materials**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units) any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.



## **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one-year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

## **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

## **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating "*Per TCPN Contract*".

## **Audit rights**

Supplier shall, at Supplier's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier's pricing that is offered to eligible entities at TCPN's sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **Contract placed on hold**

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

## **Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

## **Order of precedence**

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## **Inspection & Acceptance**

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

#### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

#### **Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name  
TCPN Report  
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total \_\_\_\_\_

### Payments

The entity using the contract will make payments directly to the awarded vendor.

### Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Price reduction and adjustment

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

### PRODUCT LINES

#### Current products

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.



**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

### **Administrative Fees**

The awarded vendor agrees to pay administrative fees to TCPN of **three (3%) percent** on gross sales: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

### **Warranty conditions**

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

### **Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

### **Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **Marketing**

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

### **Supplemental Agreements**

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.



### **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

### **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

### **Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Miscellaneous**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

## **STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
 CITY OF ASHLAND  
 CITY OF AUMSVILLE  
 CITY OF AURORA  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF BURNS  
 CITY OF CANBY  
 CITY OF CANYONVILLE  
 CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

- ☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:


*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*



## SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name Sunland Asphalt/Sunland Sports  
Address 775 West Elwood  
City/State/Zip Phoenix, Arizona 85041  
Telephone No. 602-323-2800  
Fax No. 602-288-5040  
Email address troy@sunland-sports.com  
Printed name Troy C. Rudolph  
Position with company Vice President, Sales and Marketing  
Authorized signature 

Accepted by The Cooperative Purchasing Network:


Term of contract June 1, 2012 to May 31, 2015

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

  
TCPN President

5/29/12  
Date

Jason Wicke  
Print Name

  
Authorized Signature, Region + ESC

5/29/12  
Date

Bob Baker  
Print Name

TCPN Contract Number 95178



October 28, 2014

Mr. Troy Rudolph  
Vice President, Sales & Marketing  
Sunland Asphalt/Sunland Sports  
775 West Elwood  
Phoenix, Arizona 85041

Re: Renewal of Contract # R5178

Dear Mr. Rudolph:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 14, 2014, The Cooperative Purchasing Network (TCPN) is pleased to announce that Sunland Asphalt/Sunland Sports has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 10, 2012, and subsequent performance thereafter:

**Contract**

Sport Surfaces, Installation & Related Material (National)

The contract will expire on May 31, 2016, completing the fourth year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Sunland Asphalt/Sunland Sports and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their work.

If you have any questions or concerns, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel  
President





Enhanced Portfolio | Unified Focus | Continued Trust

March 11, 2016

Mr. Troy Rudolph  
President  
Elite Sports Builders, LLC  
3600 South 7<sup>th</sup> Avenue  
Phoenix, Arizona 85041

Re: Renewal Award of Contract # R5178

Dear Mr. Rudolph:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 23, 2016, National IPA~TCPN is pleased to announce that Elite Sports Builders, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on May 10, 2012, and subsequent performance thereafter:

**Contract**

Sport Surfaces, Installation & Related Material (National)

The contract will expire on May 31, 2017, completing the fifth and final year of a five-year term contract. If your company is not in agreement, please contact National IPA~TCPN immediately.

The partnership between Elite Sports Builders, LLC and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell, CTSBO  
Contract Manager

725 Cool Springs Boulevard, Suite 100  
Franklin, TN 37067

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT B  
Scope of Work**

**PROJECT**

Contractor shall replace and/or repair/resurface tennis courts at the Paseo Racquet Center per the Cooperative Purchasing Agreement as detailed in the attached Rate Sheet Proposal.

Contractor's License Numbers  
AZROC-1296552 A  
AZROC-296553 CR-34  
NV-49496 Limit \$5,000,000  
NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
Phoenix, AZ 85041  
O: (602) 889-9200  
F: (602) 914-7351  
www.elitesportsbuilders.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
---------------------------------------------------------------------------------------	------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

Bid in accordance with the NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA)  
Contract # R5178 Awarded June 1, 2012  
UNIT PRICE BREAK DOWNS ARE AS FOLLOWS - Zone #SW-1  
ASTERISKS INDICATE AUTHORIZED UNIT PRICED REDUCTIONS PER THE RFP

Elite Sports is proud to staff two (2) American Sports Builder's Association Certified Tennis Court Builders (CTCB) for the supervision and construction of this project.

Certified Builders are considered the industry's elite builders and experts in the sports construction industry.

Paseo Racquet Club is responsible for all of the following:

Unobstructed access to the construction and staging areas.

Removal, repair and/or replacement of vegetation, landscaping, hardscaping, irrigation and electrical lines affected by this scope of work.

Plans, permits, bonds, inspections, testing and all applicable fees.

Accessible water and electrical source within 100 linear feet of the courts and all applicable costs.

Site Security

Any other work not specifically addressed in this proposal

We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

Crackfill, Diamond Grind Seven (7) Tennis Courts (Courts #8-11 and 13-15) and Resurface Fourteen (14) Tennis Courts (Courts #1-11, 13-15) (Approx. 99,800 Square Feet) As Follows;

01-110	Provide up to 8 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	8 HRS @ \$80.34 =	\$642.72
01-200	Provide the following limited site amenities: - Construction dumpster for up to 1 weeks. UNSPECIFIED PRODUCT/SERVICES - DUMPSTER	1 LS @ \$548.27 =	\$548.27
32-130	Concrete core through 6" concrete and soil for twenty-two (22), 24" diameter x 34" deep holes for tennis net post footings and three (3) center net anchor footings (courts 5, 6 & 9). Remove, load and haul concrete and soil to an approved landfill. DUMP FEES - CONCRETE	22 CY @ \$26.78 =	\$589.16
	TRUCKING - HAUL CONCRETE FOOTING SPOILS MATERIALS	6 HRS @ \$214.24 =	\$1,285.44
11-003	Remove the existing eleven ( 11 ) sets of tennis net posts, including the concrete footings, and dispose of properly. ( 22 posts)		
11-010	Supply and install fourteen ( 11 ) sets of EDWARDS WIMBELDON ( Square ) internal crank tennis posts with center anchors per the USTC & TBA specifications. Set the post sleeves in 2,500 PSI concrete footings measuring approximately 24" x 34". R/R EXISTING TENNIS NET POSTS, FOOTINGS & NET	11 EA @ \$2,597.66 =	\$28,574.26
32-100	Due to the current federal laws and regulations, the above project will need a proper materials asbestos/hazardous survey provided prior to starting the scope of work. Elite Sports will provide the proper testing and notification requirements for this project. UNSPECIFIED PRODUCT/SERVICES - ASBESTOS TEST	1 LS @ \$425.00 =	\$425.00



Contractor's License Numbers  
AZROC-1296552 A  
AZROC-296553 CR-34  
NV-49496 Limit \$5,000,000  
NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
Phoenix, AZ 85041  
O: (602) 889-9200  
F: (602) 914-7351  
www.elitesportsbuilders.com

## PROPOSAL

## PROPOSAL

Client:	Contact:	Job:	Date Written	
Paseo Racquet Club	Allen Prudhomme	Paseo Racquet Center - Tennis Court	8/25/2016	
6268 W Thunderbird Road	O: (623) 979-1234	Reconstruction	Proposal Number	: 136-3
Glendale, AZ 85306	F: (623) 979-0828	6268 W Thunderbird Road	T-Line Number	:
		Glendale, AZ 85306	Project Consultant:	Troy Rudolph

32-215	Diamond Grind seven (7) courts (#8-11 and 13-15) approx. 49,100 square feet to remove 85% to 95% of existing coatings from concrete slab. PLEASE NOTE: Diamond grinding will profile concrete an average of 1/16" to 1/8". DIAMOND GRIND	5,456 SY @ \$3.53 =	\$19,259.68
11-115	Wash approx. 99,800 square feet using a 4,000 PSI pressure washer, while routing cracks out with high pressure water to clean and remove debris. Oily areas will be treated with Tri-Sodium Phosphate and rinsed clean with water. * PRESSURE WASH	11,089 SY @ \$0.47 =	\$5,211.83
11-165	Acid etch approx. 49,100 square feet of concrete with a solution of 1 part muriatic acid to 8 parts clean potable water. Agitate acid solution with a stiff broom and rinse clean with a 4,000 PSI pressure washer. Courts 8, 9, 10, 11, 13, 14 and 15 only)		
11-265	Apply a primer coat using California Products Ti-Coat Water-Based Epoxy Primer per the manufacturer's specifications to approx. 49,100 square feet. Courts 8, 9, 10, 11, 13, 14 and 15 only) * CONCRETE PREPARATION - ACID ETCH/TI-COAT EPOXY	11,089 SY @ \$1.48 =	\$16,411.72
11-305	Cracks and sawcuts (approx. 7,960 linear feet) larger than 1/16" will be filled, in multiple lifts if necessary, with the appropriate California Products Crack Filler and mechanically sanded flush with the surrounding surface. (Approx. 6,640 linear feet of cracks and Approx. 1,320 linear feet of sawcuts). * CRACKFILL	7,960 LF @ \$1.23 =	\$9,790.80
11-390	Apply one (1) coat of California Products Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 99,800 square feet.		
11-615	Apply three (3) coats of California Products Plexipave Chrome Color Finish System with a Two Color Layout (Bruin Blue and Dark Green) and fortified with clean bagged #70 silica sand as follows: First Coat - 10 Pounds per gallon, Second Coat - 8 pounds per gallon, and Finish Coat - 2 pounds per gallon of raw material to approx. 99,800 Sq. Ft. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge. SURFACE APPLICATION - MOBILIZATION	1 LS @ \$573.09 =	\$573.09
	* SURFACE APPLICATION - ONE COAT ACRYLIC RESURFACER, 3 COATS	11,089 SY @ \$4.51 =	\$50,011.39
11-715	Layout fourteen (14) tennis courts for doubles play per the American Sports Builder's Associations specifications, mask with a suitable masking tape, and coat with California Products Plexipave Textured White Line Paint. Custom colors available at an additional charge. * STRIPE TENNIS COURT	14 EA @ \$449.26 =	\$6,289.64
11-020	Supply and install fourteen (14) Edwards Wimbledon 30LS Championship tennis nets complete with straps and a three year manufacturer's warranty.		
11-975	Provide one (1) Water Jet Broom and one (1) RolDri PVA 3" Blue. UNSPECIFIED PRODUCT/SERVICES - WATER JET BROOM & ROLDRI	1 LS @ \$225.00 =	\$225.00
Prep Five (5) Existing Asphalt Tennis Courts (Courts #12, 16, 17, 18 and 19) for Post Tension Concrete Overlay Slabs As Follows:			
01-110	Provide up to 24 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	24 HRS @ \$80.34 =	\$1,928.16
01-200	Provide the following limited site amenities: - Construction dumpster for up to 2 weeks. - Site port-a-john for up to 1 month. UNSPECIFIED PRODUCT/SERVICES - DUMPSTER & PORT-A-JOHN	1 LS @ \$1,225.00 =	\$1,225.00

Contractor's License Numbers  
 AZROC-1296552 A  
 AZROC-296553 CR-34  
 NV-49496 Limit \$5,000,000  
 NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
 Phoenix, AZ 85041  
 O: (602) 889-9200  
 F: (602) 914-7351  
 www.elitesportsbuilders.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
---------------------------------------------------------------------------------------	------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

32-170	Remove existing fence fabric (approx. 1,080 linear feet) and existing windscreen (approx. 400 linear feet). Cut and knuckle the fence fabric to accommodate new court height. Re-install fence fabric after court has cured properly. The fence fabric is removed for the proper installation of form boards and for the pouring of the tennis court slab. UNSPECIFIED PRODUCT/SERVICES - REMOVE AND RE-INSTALL FENCING	1 LS @ \$21,431.00 =	\$21,431.00
11-003	Remove the existing 10 tennis net posts, including the concrete footings, and dispose of properly. (10 net posts) DUMP FEES - CONCRETE TRUCKING - HAUL CONCRETE FOOTING SPOILS MATERIALS	10 CY @ \$26.78 = 4 HRS @ \$214.24 =	\$267.80 \$856.96
32-240	Provide temporary construction fence during the duration of our scope of work. UNSPECIFIED PRODUCT/SERVICES - TEMPORARY CONSTRUCTION FENCE	1 LS @ \$2,275.00 =	\$2,275.00
11-955	V- cut grade base for drainage at courts #2, 3, 7 and 11. ( approx. 280 linear feet) ADDITIONAL LABOR - HAND GRADE FOR DRAINAGE	12 HRS @ \$80.34 =	\$964.08
<b>Install Five (5) 6" Thick Post Tension Concrete Overlay Slabs Over Existing Asphalt Tennis Courts (Courts #12, 16, 17, 18 and 19) (Approx. 35,400 Square Feet) As Follows;</b>			
01-110	Provide up to 50 hours of project management including travel time, meetings, paperwork and billings. ADDITIONAL LABOR - PROJECT MANAGEMENT	50 HRS @ \$80.34 =	\$4,017.00
01-200	Provide the following limited site amenities: - Site port-a-john for up to 1 week. UNSPECIFIED PRODUCT/SERVICES - PORT-A-JOHN	1 LS @ \$135.00 =	\$135.00
11-010	Supply and install five ( 5 ) sets of EDWARDS WIMBELDON ( Square ) internal crank tennis posts with center anchor(s) per the USTC & TBA specifications. Set the post sleeves in 2,500 PSI concrete footings measuring approximately 24" x 34". R/R EXISTING TENNIS NET POSTS, FOOTINGS & NET	5 EA @ \$2,597.66 =	\$12,988.30
11-955	Supply and install two layers of 6 mm polyethylene vapor barrier with taped seams in opposite directions over the finish grade to prevent moisture penetration through the concrete slab that may cause loss of adhesion of the coatings system to be applied and reduce friction of the new concrete slab to aggregate base below. UNSPECIFIED PRODUCT/SERVICES - INSTALL VAPOR BARRIER	1 LS @ \$8,197.68 =	\$8,197.68
32-120	Form, pour and finish 35,400 square feet of 6.0" thick concrete slab with post-tensioned tendons including the following: Post tensioning materials shall consist of 1/2" deameter, seven wire stranded cable with an ultimate strength of 270 KJ.S.I. Cables shall be coated with permanent rust preventative lubricant and wrapped in plastic sheathing. Cables shall be placed using plastic chairs or concrete blocks with rebar reinforcement along turndown perimeter. The constrete will have a compressive strength of no less than 4,000 psi with stealth fibers to reduce shrinkage cracking. Concrete will be finished to ASBA tolerances including a very consistent light to medium broom finish. The concrete shall be wet cured for a minimum of seven (7) days and tendons shall be pre-tensioned within 24 to 48 hours of placement. New concrete to cure a minimum of 28 days per the ASBA specifications. Elite Sports Builders cannot guarantee the delivery or scheduling on the concrete portion of this job due to the shortage of concrete material in the Arizona market. HIGH TOLERANCE CONCRETE - MOBILIZATION * 6" CONCRETE POST TENSION SLABS	1 LS @ \$1,215.00 = 35,400 SF @ \$4.51 =	\$1,215.00 \$159,654.00
32-240	Provide concrete washout services during the pour days. UNSPECIFIED PRODUCT/SERVICES - CONCRETE WASHOUT	1 LS @ \$2,027.02 =	\$2,027.02



Contractor's License Numbers  
AZROC-1296552 A  
AZROC-296553 CR-34  
NV-49496 Limit \$5,000,000  
NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
Phoenix, AZ 85041  
O: (602) 889-9200  
F: (602) 914-7351  
www.elitesportsbuilders.com

## PROPOSAL

## PROPOSAL

**Client:**  
Paseo Racquet Club  
6268 W Thunderbird Road  
Glendale, AZ 85306

**Contact:**  
Allen Prudhomme  
O: (623) 979-1234  
F: (623) 979-0828

**Job:**  
Paseo Racquet Center - Tennis Court  
Reconstruction  
6268 W Thunderbird Road  
Glendale, AZ 85306

**Date Written** : 8/25/2016  
**Proposal Number** : 136-3  
**T-Line Number** :  
**Project Consultant:** Troy Rudolph

### Surface Five (5) Tennis Courts (Courts #12, 16, 17, 18 and 19) (Approx. 35,400 Square Feet) As Follows;

11-115	Wash approx. 35,400 square feet using a 4,000 PSI pressure washer to clean and remove debris. Oily areas will be treated with Tri-Sodium Phosphate and rinsed clean with water. * PRESSURE WASH	3,933 SY @ \$0.47 =	\$1,848.51
11-165	Acid etch approx. 35,400 square feet of concrete with a solution of 1 part muriatic acid to 8 parts clean potable water. Agitate acid solution with a stiff broom and rinse clean with a 4,000 PSI pressure washer.		
11-265	Apply a primer coat using California Products Ti-Coat Water-Based Epoxy Primer per the manufacturer's specifications to approx. 35,400 square feet. * CONCRETE PREPARATION - ACID ETCH/TI-COAT EPOXY	3,933 SY @ \$1.48 =	\$5,820.84
11-390	Apply one (1) coat of California Products Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 35,400 square feet.		
11-615	Apply three (3) coats of California Products Plexipave Chrome Color Finish System with a Two Color Layout (Bruin Blue and Dark Green) and fortified with clean bagged #70 silica sand as follows: First Coat - 10 Pounds per gallon, Second Coat - 8 pounds per gallon, and Finish Coat - 2 pounds per gallon of raw material to approx. 35,400 Sq. Ft. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge. * SURFACE APPLICATION - MOBILIZATION * SURFACE APPLICATION - ONE COAT ACRYLIC RESURFACER, 3 COATS	1 LS @ \$568.52 = 3,933 SY @ \$4.51 =	\$568.52 \$17,737.83
11-715	Layout five (5) tennis courts for doubles play per the American Sports Builder's Associations specifications, mark with a suitable masking tape, and coat with California Products Plexipave Textured White Line Paint. Custom colors available at an additional charge. * STRIPE TENNIS COURT	5 EA @ \$449.26 =	\$2,246.30
11-020	Supply and install five (5) Edwards Wimbledon 30LS Championship tennis nets complete with straps and a three year manufacturer's warranty.		
11-030	Supply and install the following equipment and materials: Install approx. 1,355 linear feet of 9' OMP black or green windscreen with double half moon slit wind holes every 10' and center tab. UNSPECIFIED PRODUCT/SERVICES - WINDSCREEN	1 LS @ \$13,225.00 =	\$13,225.00

### Project Total

Total: \$398,467.00

Note: Point of Sale Arizona Materials Tax is included in this proposal.



Contractor's License Numbers  
AZROC-1296552 A  
AZROC-296553 CR-34  
NV-49496 Limit \$5,000,000  
NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
Phoenix, AZ 85041  
O: (602) 889-9200  
F: (602) 914-7351  
www.elitesportsbuilders.com

## PROPOSAL

## PROPOSAL

<b>Client:</b> Paseo Racquet Club 6268 W Thunderbird Road Glendale, AZ 85306	<b>Contact:</b> Allen Prudhomme O: (623) 979-1234 F: (623) 979-0828	<b>Job:</b> Paseo Racquet Center - Tennis Court Reconstruction 6268 W Thunderbird Road Glendale, AZ 85306	<b>Date Written</b> : 8/25/2016 <b>Proposal Number</b> : 136-3 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
---------------------------------------------------------------------------------------	------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

### Warranty / Exclusions

Acrylic Sports Coatings shall be guaranteed against defects in quality and workmanship for a period of 2 years from the time of completion, under normal conditions and with proper maintenance. Damage to or failure of Acrylic Sports Coatings due to abuse, neglect, stains, improper court age, design, or construction are not covered by this guarantee.

Elite Sports is not responsible for and will not guarantee cracks due to court age, design, or construction. ALL CRACKS ARE SUBJECT TO REAPPEARANCE.

Elite Sports is not responsible for existing coatings applied by other companies or individuals that may have not bonded correctly to the substrate. Existing coatings that have shown signs of adhesion failure should be completely removed prior to the application of new coatings. Any coatings installed by Elite Sports over peeling coatings are not warranted against adhesion failure due to the existing coatings and are installed with this understanding and agreement.

Additional (Downtime / Mobilization) charges may result from delays beyond the control of Elite Sports (Or its Subcontractors) which prohibit the above mentioned work from being completed as scheduled. (I.e., unmoved vehicles, disregard for Elite traffic control, sanitation / delivery services, trailers, sprinkler runoff, vandalism, etc.)

**NOTE: IMPORTANT NOTICE:** Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 9/26/2016. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

### ACCEPTANCE OF PROPOSAL

### TERMS: As Specified

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Elite Sports Builders may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

### Elite Sports Builders LLC.

Authorized Signature : \_\_\_\_\_  
Name : Troy Rudolph  
Designation : \_\_\_\_\_

### Client

Authorized Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

#### ELITE SPORTS BUILDERS TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

#### Elite Sports Builders Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

#### 1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

#### 2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

#### 3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

#### 4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

#### 5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

#### 6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

#### 7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

#### 8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of Industry practice and will override strict compliance and strict performance.

#### 9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

#### 10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

#### 11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

#### 12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

#### 13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

#### 14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

#### 15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

#### 16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

#### 17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

#### 18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

#### 19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Elite Sports Builders, LLC**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

City shall pay Contractor per the Cooperative Purchasing Agreement rates.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$400,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Tennis court repair / replacement per Proposal attached to Exhibit B.