

Contractor's License Numbers  
AZROC-296552 A  
AZROC-296553 CR-34  
NV-0081919 A-22 Limit \$1,000,000  
NV-0081920 C-4A Limit \$1,000,000  
NM-386508 GF-05



Arizona - Nevada - Colorado - New Mexico - Texas

3600 South 7th Avenue  
Phoenix, AZ 85041  
O: (602) 899-9200  
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www.elitesportsbuilders.com

## PROPOSAL

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<b>Client:</b> City of Glendale 5970 West Brown Street Glendale, AZ 85302	<b>Contact:</b> Tim Barnard, CPRP O: (623) 930-3572	<b>Job:</b> Glendale Heroes Regional Park - Basketball Court Construction 83rd Avenue and Bethany Home Road Glendale, AZ 85303	<b>Date Written</b> : 1/25/2017 <b>Proposal Number</b> : 468-2 <b>T-Line Number</b> : <b>Project Consultant:</b> Troy Rudolph
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**Bid in Accordance with the COOPERATIVE PURCHASING NETWORK (TCPN)**  
**Contract # R5178 Awarded June 1, 2012**  
**UNIT PRICE BREAK DOWNS WILL BE GENERATED UPON REQUEST**  
**TCPN CERTIFIED PROPOSAL NUMBER - R5178-AZ-CITYOFGLENDALE-357**

Elite Sports Builders is proud to be a member of the American Sports Builder's Association since 1995.  
Elite Sports Builders 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.

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:

Owner 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.

Existing soil conditions and soils engineering.

Any desired lighting or electrical work

Hard dig related costs.

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

Any other work not specifically addressed in this proposal

### CONSTRUCT NEW POST TENSION CONCRETE BASKETBALL COURT MEASURING APPROX. 70' X 104' AS FOLLOWS:

- 01-110** Provide project management including travel time, meetings, paperwork and billings.
- 01-200** Provide the following limited site amenities:
  - Construction dumpster for up to 1 month.
  - Site port-a-john for up to 1 month.
- 01-330** Provide the following limited construction permits:
  - Dust control permit
  - Water meter permit and water
- 32-245** Provide a private locator to locate underground obstacles. Note: Elite Sports Builders will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18' below the existing finished grade.
- 32-290** Provide an independent survey engineer to layout and stake new basketball court.
- 32-170** Provide temporary fencing around the perimeter of the work area for the duration of the project.
- 32-205** Rough grade approx. 7,280 square feet of existing sub grade with a .83% slope to the West to drain into the existing retention area. (This proposal is based on a balanced site. No export of existing soils has been included)

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- 11-975** Import, place and process an aggregate base course on approx. 7,280 square feet at a depth of 4". Fine grade installed ABC, add moisture and compact to standards.
- 40-310** Form, pour, and finish 7,280 square feet of 5.0" thick concrete slab with post-tensioned cable tendons, details of system include: Post tensioning materials shall consist of 1/2" diameter, seven wire stranded cable, with an ultimate strength of 270 k.s.i. Cables shall be coated with permanent rust preventative lubricant and wrapped in plastic sheathing, suspended with plastic chairs or concrete blocks with rebar reinforcement along perimeter. Two layers of 6 mil polyethylene vapor barrier will be placed and taped together in opposite directions below the cabling system to prevent moisture penetration thru the concrete slab that may cause peeling of Acrylic Coatings over time and reduce slab friction which can lead to curling. The concrete will have compressive strength of no less than 4,000 PSI after 28 day cure period. Concrete will be finished within ASBA tolerances including a very consistent light to medium broom finish. Immediately after finishing; the concrete shall be wet cured for a minimum of seven (7) days and cables will be pre-tensioned within 24-48 hours of placement. Acrylic coatings will not be applied until the concrete has fully cured after a minimum of 28 days.
- 32-225** Provide an independant engineer to test concrete ensuring quality control measures are met.

### SURFACE NEW CONCRETE BASKETBALL COURT MEASURING APPROX. 7,280 SQIARE FEET AS FOLLOWS:

- 11-115** Wash approx. 7,280 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.
- 11-165** Acid etch approx. 7,280 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. 7,280 square feet.
- 11-365** Apply one ( 1 ) coat of California Products Plexipave Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 7,280 square feet.
- 11-615** Apply three ( 3 ) coats of California Products Plexipave Chrome Color Finish System with a Two Color Layout 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. 7,280 Sq. Ft. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge.
- 11-720** Layout 1 court with standard basketball play lines including standard key and three-point line, mask with a suitable masking tape, and coat with California Products Plexipave Textured Line Paint. Custom colors available at an additional charge.

### PROVIDE AND INSTALL BASKETBALL STANDARDS AND BENCHES

- 01-110** Provide project management including travel time, meetings, paperwork and billings.
- 11-011** Supply and install one ( 1 ) set of Porter Athletic basketball standards, including Model 00176, 6' offset goosneck standards, Model 01207-300, 72" X 42" steel backboard, and Model 00251-H00 heavy duty rim. Set the basketball standard in 2,500 PSI concrete footings measuring approx. 3' x 3'.
- 11-030** Supply and install four (4) SunTrends BB-6 surface mount 6' wide bolt base benches with backrests.

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### CONSTRUCT NEW CONCRETE SIDEWALK TO BASKETBALL COURT

**40-310** Form, place and finish approx. 100 linear feet of 10' wide concrete sidewalk at 4" thick. New concrete sidewalk will connect existing sidewalk to new basketball court.

### GRAND TOTAL FOR PROJECT

Total : \$71,775.00

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

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.

Additional (Downtime / Mobilization) charges may result from delays beyond the control of Elite Sports Builders (Or its Subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Elite Sports Builders 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 5/1/2017. 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 Spcified

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 60 days, or if pricing becomes invalid within the notice above.

### Elite Sports Builders LLC.

Authorized Signature : \_\_\_\_\_  
Name : **Troy Rudolph CFB, CTB, CTCB**  
Designation : **President**

### Client

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

## ELITE SPORTS BUILDERS TERMS AND CONIDITIONS

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 ½% 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.