Bid in Accordance with the NATIONAL IPA - TCPN  
Contract # R171102 Awarded October 1, 2017 
Unit price break downs will be provided upon request.

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. 
Elite Sports Builders is pleased to offer the elite California Products Deco Turf Surfacing System for this project. Elite Sports is a Deco Turf System Authorized installer.

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:

Scottsdale Unified School District is responsible for all of the following:
Unobstructed access to the construction and staging areas.
Prevailing or Davis Bacon Wages.
Removal, repair and/or replacement of landscaping, hardscaping, irrigation and electrical lines affected by this scope of work.
Existing concrete courts in compliance with American Sports Builder’s Association specifications and tolerances.
Plans, permits, bonds, inspections, testing, all engineering and all applicable fees.
Any other work not specifically addressed in this proposal

Demo Existing Trench Drain System, Supply & Install New ACO Drain, & Make Various Concrete Repairs To 3 South Courts As Follows:

32-170 Remove approx. 250 linear feet of existing 10’ tall chain link fence fabric for project access and trench drain R&R, and store for re-installation. Demo and remove approx. 10 existing 10’ tall fence posts and dispose of.
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.
32-130 Sawcut approx. 602 linear feet of existing 6” concrete prior to demolition. Make 18” dia. concrete core cuts, in ten (4) locations, around old light pole bases at a depth of 6”. Make 8” dia. horizontal core cuts through 10” concrete retaining wall, in two (2) locations South of the tennis courts, for daylight of the new drainage pipe.
32-515 Demo and remove approx. 744 square feet (3’ wide by 248’ long) of existing trench drain, concrete slab and base at a depth of 14”. Demo and remove approx. 8 square feet of existing light pole base concrete and hardware at a depth of 6”. Demo and remove approx. 184 square feet (2’ x 2’ & 12’ x 15’) of failing concrete on tennis courts at a depth of 6”. Demo and remove approx. 320 square feet (8’ x 20’ x 2 ea) of existing concrete sidewalk at a depth of 6” for installation of drainage pipe. Haul all debris to an appropriate dump site.
32-205 Clean out, grade, and compact approx. 248 linear feet of 3’ wide trench through tennis courts, and prep for installation of new trench drain system.
11-030 Supply and install approx. 248 linear feet of ACO KlassikDrain - K100 4” Galvanized Steel Edge Trench Drain System in a concrete footing measuring approx. 36” wide by 14” deep. New trench drain system will include two (2) ACO K1-910G, In-Line Catch Basins at the South end of each run.
11-030 Supply and install a total of 24 linear feet of 6” schedule 40 PVC drainpipe in three locations. Drainpipe will tie into the catch basin at the end of each run of trench drain, continue beneath the sidewalk South of the tennis courts, and daylight through the horizontal core cuts in the concrete retaining wall. Note: No trash gate, splash pad, or riprap is included at the daylight locations of the proposed drainage system.
**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

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**PROPOSAL**

**Client:** Scottsdale Unified School District  
3811 N 44th St.  
Scottsdale, AZ  85018

**Contact:** Greg Skelton  
P: (602) 206-5392  
F: (480) 484-8540  
gskelton@susd.org

**Job:** Desert Mountain High School - Tennis Center Repairs  
12575 East Via Linda  
Scottsdale, AZ  85259

**Date Written** : 11/16/2021  
**Proposal Number** : 2902-2  
**Client Number** :  

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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>40-310</td>
<td>Form, pour and finish approx. 320 square feet of concrete sidewalk patch backs (two locations) using 4,000 PSI concrete at 6” thick.</td>
</tr>
<tr>
<td>40-310</td>
<td>Form, pour and finish approx. 184 square feet of concrete tennis court patch backs (two locations) using 4,000 PSI concrete at 6” thick.</td>
</tr>
<tr>
<td>32-150</td>
<td>Control Joint at each side of the trench drain system shall be filled with single component self-leveling polyurethane caulk after cleaning and sterilizing. (Up to 540 linear feet) PLEASE NOTE: There is No warranty against the peeling of acrylic coatings on caulk or separating of caulk due to dissimilar materials that expand and contract at different rates. Expansion and contraction of the court is normal and is outside of Elite Sports Builders control and is not covered under warranty.</td>
</tr>
<tr>
<td>40-350</td>
<td>Supply and install a total of 248 linear feet of ACO 494D, longitudinal polypropylene drain grates in the top channel of the trench drain system. Drain grates will have a raised anti-slip surface, comply with ADA requirements, and lock in place using the ACO DrainLok, boltless locking system.</td>
</tr>
<tr>
<td>32-170</td>
<td>Supply and install 10 new 10’ tall fence posts where previously removed. Re-install the existing 10’ tall chain link fence fabric on the existing fence framework upon completion of concrete repairs and trench drain installation.</td>
</tr>
</tbody>
</table>

**Total :** $85,411.00  
Arizona Point of Sale (MRRA) Materials Tax is included in this proposal.

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**Option - Additional Cost To Upgrade The Drain Grates To Ductile Iron Grates In Lieu Of Polypropylene**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>11-030</td>
<td>Supply and install 248 linear feet of ACO 478Q, longitudinal ductile iron drain grates in the top channel of the trench drain system in lieu of polypropylene drain grates.</td>
</tr>
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**Total :** $4,071.00  
Arizona Point of Sale (MRRA) Materials Tax is included in this proposal.

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**Remove Existing Coatings, Repair, & Resurface 3 Tennis Courts Measuring A Total Of 21,600 SF Using The Deco Turf System As Follows:**

<table>
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<tr>
<td>32-150</td>
<td>Remove existing, deteriorating joint fill material and dispose of. Control Joint shall be filled with single component self-leveling polyurethane caulk after cleaning and sterilizing. (Up to 780 linear feet) PLEASE NOTE: There is No warranty against the peeling of acrylic coatings on caulk or separating of caulk due to dissimilar materials that expand and contract at different rates. Expansion and contraction of the court is normal and is outside of Elite Sports Builders control and is not covered under warranty.</td>
</tr>
<tr>
<td>32-215</td>
<td>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. Diamond grind approx. 21,600 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&quot; to 1/8&quot;.</td>
</tr>
<tr>
<td>11-115</td>
<td>Wash approx. 21,600 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.</td>
</tr>
<tr>
<td>11-170</td>
<td>Acid etch approx. 21,600 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.</td>
</tr>
<tr>
<td>11-270</td>
<td>Apply a primer coat using California Products Ti-Coat Water-Based Epoxy Primer per the manufacturer's specifications to approx. 21,600 square feet.</td>
</tr>
</tbody>
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Initial _______
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3811 N 44th St.
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12575 East Via Linda
Scottsdale, AZ 85259

Date Written: 11/16/2021
Proposal Number: 2902-2
Client Number: T
Project Consultant: Troy Rudolph

11-305 Cracks 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. 3,375 linear feet)

11-505 Flood the courts with large amounts of clean water, mark areas holding more than 1/8” of water. Birdbaths will be filled with California Products Court Patch Binder Patch Mix per the manufacturer's specifications and mechanically sanded flush with the surrounding surface. (Up to 200 square feet of patching)

11-345 Apply one (1) precoat to approx. 200 square feet of patches using California Products Acrylic Resurfacer fortified with silica sand.

11-390 Apply two (2) coats of California Products Acrylic Resurfacer fortified with approx. 12 pounds of clean bagged #50 silica sand per gallon of concentrated material to approx. 21,600 square feet.

11-615 Apply three (3) coats of California Products Deco Turf 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. 21,600 square feet. Standard colors to be selected by the owner or owner's representative, custom colors available at an additional charge.

11-715 Layout 3 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.

Total: $49,940.00

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

California Products DecoTurf Surfacing System shall be guaranteed against defects in quality and workmanship for a period of 3 years (36 months) from the time of completion, under normal conditions and with proper maintenance. Damage to or failure of Sports Coatings due to abuse, neglect, stains, court age, improper design or construction are not covered by this guarantee.

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

Due to the age, design, or construction of the court, not all birdbaths may be completely removed from the surface. Existing slope conditions of the court, that are not in Elite Sports Builders control, may prohibit the leveling and removal of some low areas or "Birdbaths" from the court surface.

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.)

This proposal does not include replacement of chain link fence posts beyond the 16 listed above. In the event that additional fence posts are damaged during the demolition of the existing trench drain system; installation of new posts will be addressed under change order.

NOTE: IMPORTANT NOTICE: Due to volatility of materials in the region, the price on this proposal is for work completed before 12/17/2021. 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 are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL:

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 CFB, CTB, CTCB
Designation: President

Client
Authorized Signature: ______________________________
Name: ______________________________
Date: ______________________________

Initial: ________
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.

Customer 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 Contractors 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 cause of any kind and extent beyond 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 acceleration.

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.