

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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 shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor 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 Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor 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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

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

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- 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 Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS 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 schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor 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 TIPS Member's discretion. Awarded vendor 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: Awarded vendor 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. Awarded vendor shall post warning signs against all hazards created by the 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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

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

Marketing

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

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

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 Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor'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 Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to 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 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC)

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email of Authorized Representative _____

Name of Authorized Representative _____

Title _____

Signature of Authorized Representative _____

Date _____

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fatta*

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			
Fax	+1 (866) 749-6674	Contact	Kim Thompson, TIPS Office Manager	Department Building
Bid Number	170205 Addendum 1			
Title	Synthetic or Natural Sports Fields, Courts or Tracks (JOC)	Department Building		Floor/Room Telephone Fax Email
Bid Type	RFP			
Issue Date	2/2/2017 08:01 AM (CT)	Floor/Room		
Close Date	3/17/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Deluxe Athletics, LLC
Address 80 Scott Drive

Marietta, GA 30067

Contact
Department
Building
Floor/Room
Telephone (678) 560-5336
Fax (678) 560-5354
Email
Submitted 3/17/2017 08:04:35 AM (CT)
Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Raymond Bernabei

Email ray@deluxeathletics.com

Supplier Notes

Please contact us with any questions regarding your project or product needs. We are happy to develop a detailed budget proposal or firm proposal and assist in a complete needs assessment to help plan your project properly.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AL, FL, GA, MD, MS, NC, PA, SC, TN, VA, WV
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Deluxe Athletics is a turn-key provider of athletic facility construction including but not limited to site work, excavation, grading, base and drainage, concrete, paving, natural and synthetic turf installation, urethane and latex running track installation, tennis court construction and surfacing and facility maintenance.
6	Primary Contact Name	Primary Contact Name	Ray Bernabei
7	Primary Contact Title	Primary Contact Title	Vice President - Business Development
8	Primary Contact Email	Primary Contact Email	ray@deluxeathletics.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5336
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5354
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	610-310-0023
12	Secondary Contact Name	Secondary Contact Name	Chris Daniluk
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	chris@deluxeathletics.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5336
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5354
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-982-3572

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ray Bernabei
19	Admin Fee Contact Email	Admin Fee Contact Email	ray@deluxeathletics.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5336
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ray Bernabei
22	Purchase Order Contact Email	Purchase Order Contact Email	ray@deluxeathletics.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	678-560-5336
24	Company Website	Company Website (Format - www.company.com)	www.deluxeathletics.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-1893278
26	Primary Address	Primary Address	80 Scott Drive
27	Primary Address City	Primary Address City	Marietta
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	GA
29	Primary Address Zip	Primary Address Zip	30067
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Synthetic Turf, Artificial Turf, Running Track, Field Turf, Astro Turf, Sprinturf, Tennis Court, Athletic Field, Athletic Facility, Natural Grass Field
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Marietta
34	Company Residence (State)	Vendor's principal place of business is in the state of?	GA
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	13
40	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	Other Software
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	Deluxe Athletics utilizes an in-house developed estimating program. We request that we can continue to utilize our estimating procedures which we've developed specifically for our scope needs. We've explored RS Means via trial run as well as other estimating software programs available but unfortunately they do not satisfy our needs to create proper estimates as well as our own estimating procedures do. If required to utilize an independent software program for estimating TIPS opportunities, Deluxe Athletics will consider subscribing.
43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

49 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 51 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Yes
- By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.
- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes
- Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
- USDA is an equal opportunity provider, employer, and lender.
- Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

53 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members: (No Response Required)
The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

55 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Yes
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
62	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
63	Remedies Explanation of No Answer		

64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.


Some

76 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

No



77 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	<p>Please see attached submittal document with noted deviations from Terms and Conditions. Freight and mobilization are two areas that are specifically addressed as the costs associated with each will vary greatly in lump sum and unit cost depending on the variables of the project including location of deliveries, required number of mobilizations and equipment and personnel required for mobilization, etc. These items will be priced on a per project proposal basis. Taxes are NOT included within itemized pricing. Deluxe Athletics does not subscribe to a commercial estimating software program as no program that we are aware of including RS Means includes/offers all requirements necessary for us to complete a thorough estimate.</p>
78 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No 
79 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	<p>Please see attached submittal document with noted deviations from Terms and Conditions. Freight and mobilization are two areas that are specifically addressed as the costs associated with each will vary greatly in lump sum and unit cost depending on the variables of the project including location of deliveries, required number of mobilizations and equipment and personnel required for mobilization, etc. These items will be priced on a per project proposal basis. Taxes are NOT included within itemized pricing. Deluxe Athletics does not subscribe to a commercial estimating software program as no program that we are aware of including RS Means includes/offers all requirements necessary for us to complete a thorough estimate.</p>

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
North Pocono School District	Dennis Cawley	dcawley@npsd.org	570-842-7659
Douglas County School District	Jack Gardner	jack.gardner@douglas.k12.ga.us	404-906-3589
Paulding County School District	Cliff Cole	ccole@paulding.k12.ga.us	770-443-8000
Atlanta Public Schools	Jasper Jewell	jjewell@atlanta.k12.ga.us	470-658-3244
DeKalb County School District	Phillip Guthrie	Phillip_Guthrie@dekalbschoolsga.org	404-234-8667
Cobb County School District	David Jackson	david.jackson@cobbk12.org	770-429-5857
Scranton Preparatory Academy	Scott Gower	sgower@scrantonprep.com	570-941-7737
Dunmore School District	Antoinette Lopatka	alopatka@dunmoreschooldistrict.net	570-343-2110



Company Experience

This document provides references with contact and project information on jobs completed within the past five years.

NFL

Pittsburgh Steelers

UPMC Practice Facilities
3200 South Water Street
Pittsburgh, PA 15203
Chuck Shaw – LR Kimball
412.201.4900 ext 2247
Field Replacement at Practice Facility

NCAA

Valdosta State University

605 West Mary Street
Valdosta, GA 31602
David Dean
229-630-0025
D/B Practice Field Site and Turf

Shorter University

315 Shorter Avenue
Rome, GA 30165
Bill Peterson
404-229-2051
D/B Practice Field Site and Turf

Ursinus College

601 East Main Street
Collegeville, PA 19426
Andy Feick
215-779-1252
Track and Field Reconstruction

Arcadia University

450 South Easton Road
Glenside, PA 19038
Chris Chapman – Delran Builders
215-836-1213 ext. 303
D/B Game Field Construction

University of Georgia

210 South Jackson Street
Athens, GA 30602
Dave Heydinger – Mathias Co.
770-476-8100
D/B Practice Facility Const.

West Virginia Wesleyan

59 College Avenue
Buckhannon, WV 26201
Barry Pritts
304-473-8040
D/B Track and Field Reconstruct

High School and Municipal

St. Pius X Catholic HS

2674 Johnson Rd. NE
Atlanta, GA 30345
Tony Stephens
404-317-5653
D/B Baseball and Practice Facility

Blessed Trinity HS

11320 Woodstock Rd
Roswell, GA 30075
Ricky Turner
678-873-0125
D/B Baseball, Stadium, Soccer

Queen of Angels

11340 Woodstock Rd
Roswell, GA 30075
Debra Kopec
770-518-1804, ext. 102
D/B Recreation Field

Christopher Dock Mennonite HS

1000 Forty Foot Rd
Lansdale, PA 19446
Tim Ehst
215-362-2676 Ex: 2
Removal and Reconstruct Field

Proving Grounds Athletic Complex

707 Conshohocken Road
Conshohocken, PA 19428
Paul Tornetta
610-834-0845
D/B for Two Field Complex

Lassiter HS

2601 Shallowford Road
Marietta, GA 30066
Art O'Neill
678-494-7863
D/B Two Practice Fields

Greene County HS

1002 South Main Street
Greensboro, GA 30642
James Wilson
678-576-5333
D/B Track and Field

Marist School

3790 Ashford Dunwoody Road
Atlanta, GA 30319
Tommy Marshall
404-421-6144
D/B Stadium Field

**South Cobb HS**

1920 Clay Road
Austell, GA 30106
Ed Koester
770-819-2611
D/B Stadium Field

Pope HS

3001 Hembree Road
Marietta, GA 30062
Steve Craft
770-578-7900
D/B Stadium Field

Pebblebrook HS

991 Old Alabama Road SW
Mableton, GA 30126
Mita Anderson
770-819-2521
D/B Stadium Field

Kell HS

4770 Lee Waters Road
Marietta, GA 30066
Peter Giles
678-494-7844
D/B Stadium Field

Harrison HS

4500 Due West Road
Kennesaw, GA 30152
Jerry Meuschke
678-594-8104
D/B Practice Field

Huffman High School

950 Huffman Road
Birmingham, AL 35215
Mason Dixon
205-490-2210
Track and Field Construction

Saint Pius X

2674 Johnson Road NE
Atlanta, GA 30345
Tony Stephens
404-317-5653
Removal and Reconstruct Field

Walton HS

1590 Bill Murdock Road
Marietta, GA 30062
Christian Suttles
770-819-2611
D/B Stadium Field

Campbell HS

5265 Ward Street
Smyrna, GA 30080
Lorenzo Floyd
678-842-6850
D/B Stadium Field

McEachern HS

2400 New Macland Road
Powder Springs, GA 30127
Jimmy Dorsey
770-222-3710
D/B Track and Field

Sprayberry HS

2525 Sandy Plains Road
Marietta, GA 30066
Timothy Crunk
770-578-3200
D/B Stadium Field

Allatoona HS

3300 Dallas Acworth Hwy
Acworth, GA 30101
Benji Morrell
770-975-6503
D/B Stadium Field

Scranton Prep - Convery

1000 Wyoming Ave.
Scranton, Pa 18509
Scott Gower
570 941-7737
D/B Practice Field

Home Plate Baseball

611 Hwy 74 South
Peachtree City, GA 30269
TJ Hannon
678-427-8184
D/B Baseball Field

Kennesaw Mtn HS

1898 Kennesaw Due West Rd.
Kennesaw, GA 30152
John Kelly
678-594-8190
D/B Stadium Field

Osborne HS

2451 Favor Road
Marietta, GA 30060
Lisa Williams
770-437-5900
D/B Stadium Field

Wheeler HS

375 Holt Road
Marietta, GA 30068
Mark Trachtenbroit
770-578-3266
D/B Stadium Field

Hillgrove HS

4165 Luther Ward Road
Powder Springs, GA 30127
Charles Amica
678-331-3961
D/B Stadium Field

North Cobb HS

3400 Highway 293 North
Kennesaw, GA 30144
Joseph Horton
770-975-6985
D/B Stadium Field

St. Josephs Catholic School

958 Epps Bridge Parkway
Athens, GA 30606
CJ Martin
706-543-1621
D/B Recreation Field

City of Sugar Hill

Gary Pirkle Park
Sugar Hill, GA 30518
Andy McQuagge
770-616-5183
D/B Three Soccer Fields

**Duncan Creek Park**

3700 Braselton HWY
Dacula, GA 30019
Don Hafner
770-714-6166
D/B Parks and Rec Field

Cemetery Field

211 S Cemetery Street
Norcross, GA 30071
Don Hafner
770-714-6166
D/B Parks and Rec Field

Holy Spirit Prep

4820 Long Island Drive
Atlanta, GA 30242
Rudy Tuckek
404-518-6467
D/B Recreation Field

Bryson Park

5075 Lawrenceville Highway
Lilburn, GA 30047
Don Hafner
770-714-6166
D/B Parks and Rec Field

Holy Innocents School

805 Mt. Vernon Highway
Atlanta, GA 30327
Ruth Donahoo
678-793-9229
D/B Practice Field

Mt Vernon Presbyterian

471 Mount Vernon Highway
Atlanta, GA 30328
Mark Heiser
404-429-4210
D/B Stadium Field and Track

Harbins Park

2995 Luke Edwards Road
Dacula, GA 30019
Don Hafner
770-714-6166
D/B Parks and Rec Field

Rabbit Hill Park

400 Rabbit Hill Road
Dacula, GA 30019
Don Hafner
770-714-6166
D/B Parks and Rec Field

Scranton Prep - Loyola

1000 Wyoming Ave.
Scranton, Pa 18509
Scott Gower
570 941-7737
D/B Stadium Field and Track

Loyalsock Twnsp. High School

1720 Sycamore Road
Montoursville, PA 17754
Gerald L. McLaughlin
570-326-6508 Ext. 1004
D/B Stadium Field Relocation

Tee's Recreation

707 Conshohocken Road
Conshohocken, PA 19428
Paul Tornetta
610-834-0845
D/B Recreation Field

Miami Dade County

11395 SW 79 Street:
Miami, Florida 33173
Dean Gaffney
305-596-4460 ext: 282
Removal and Reconstruct 2 Flds

South Paulding High School

1364 Winn Road
Douglasville, GA 30134
Bob Flowers
678-576-5333
D/B Stadium Field

North Paulding High School

300 North Paulding Dr.
Dallas, GA 30132
Bob Flowers
678-576-5333
D/B Stadium Field

Hiram High School

702 Virgie Ballentine Dr
Hiram, GA 30141
Bob Flowers
678-576-5333
D/B Stadium Field and Track

Additional Track Construction Projects:**J. Birney Crum Stadium**

2001-2025 W Linden St
Allentown, PA 18104
Rich Fain
610-398-0904
5mm Urethane FP Cap

Huffman High School

950 Huffman Road
Birmingham, AL 35215
Mason Dixon
205-490-2210
Urethane Basemat and Spray

Jackson County HS

1668 Winder Hwy
Jefferson, GA 30549
Bill Stewart
706-367-5003
Latex Resurfacing

Mt Vernon Presbyterian

471 Mount Vernon Highway
Atlanta, GA 30328
Mark Heiser
404-429-4210
10mm Urethane FP

Holy Innocents School

805 Mt. Vernon Highway
Atlanta, GA 30327
Ruth Donahoo
678-793-9229
Latex Resurfacing

Blessed Trinity HS

11320 Woodstock Rd
Roswell, GA 30075
Ricky Turner
678-873-0125
Urethane Basemat and Spray

**Scranton Prep**

1000 Wyoming Ave.
Scranton, Pa 18509
Scott Gower
570 941-7737
Urethane Resurfacing Spray

Kell HS

4770 Lee Waters Road
Marietta, GA 30066
Peter Giles
678-494-7844
Urethane Basemat and Spray

Cardinal O'Hara High School

1701 S. Sproul Road
Springfield, PA 19064
Chris Pastore
302 286-3982
Urethane Basemat and Spray

Conrad Weiser High School

44 Big Spring Road
Robesonia, PA 19551
Brian Bingeman
717-302-3012
5mm Urethane FP Cap

West Virginia Wesleyan

59 College Avenue
Buckhannon, WV 26201
Barry Pritts
304-473-8040
10mm Urethane FP

Hiram High School

702 Virgie Ballentine Dr
Hiram, GA 30141
Bob Flowers
678-576-5333
Urethane Basemat and Spray

Partial List of Sub Contract FieldTurf Installations:

Maynard Jackson High School	Atlanta, GA	89,238 sq. ft.
New North Atlanta High School	Atlanta, GA	78,772 sq. ft.
Drew Charter High School	Atlanta, GA	97,622 sq. ft.
Anderson Park	Atlanta, GA	100,715 sq. ft.
Ben Hill Park	Atlanta, GA	130,000 sq. ft.
University of Richmond	Richmond, VA	82,560 sq. ft.
Sewanee University	Sewanee, TN	170,524 sq. ft.
NC State University	Raleigh, NC	68,400 sq. ft.
Toronto Blues Jays	Dunedin, FL	19,961 sq. ft.
Dyersburg High School	Dyersburg, TN	94,801 sq. ft.
Ashley Booth Field	Myrtle Beach, SC	79,544 sq. ft.
Fort Mill High School	Fort Mill, SC	103,592 sq. ft.
Nation Ford High School	Fort Mill, SC	91,861 sq. ft.
Holly Springs Park	Holly Springs, NC	210,900 sq. ft.
Legacy Charter School	Greenville, SC	98,915 sq. ft.
Pembroke Pines Charter School	Pembroke Pines, FL	100,562 sq. ft.
Dutch Forks High School	Irmo, SC	98,721 sq. ft.
Fort Benning – Booker Range	Fort Benning, GA	30,000 sq. ft.
NTTC Corey Station	Pensacola, FL	105,990 sq. ft.
NMAC Soccer Fields	Holly Springs, NC	210,000 sq. ft.
University of Georgia Baseball	Athens, GA	35,000 sq. ft.
UNC-Wilmington Softball	Wilmington, NC	65,000 sq. ft.

Summary: Deluxe Athletics has presented a partial reference list with over 70 projects completed with Deluxe Athletics as the General Contractor over the last five years. Please feel free to contact any of our clients to discuss not only their project, but our customer service and follow up.

All projects noted were completed for sitework, turf installation, and track renovations with Deluxe Athletics personnel. The company has a significant subcontractor resume as well for site work and turf installations past the ones noted completed with FieldTurf.



Cliff Cole
Superintendent

August 26, 2015

**RE: DELUXE ATHLETICS
80 SCOTT DRIVE
MARIETTA, GA 30067**

TO WHOM IT MAY CONCERN:

The Paulding County School District has contracted the services of Deluxe Athletics to prepare and install artificial turf on all five of our high school stadiums. They have also upgraded and resurfaced 3 of our running tracks and track events. As of today, they are 100% completed on 3 high schools and are 90% completed on the remaining two high schools. Deluxe Athletics has provided an excellent quality of construction and has a perfect record of completing the fields/tracks on time and within budget.

Company President, Chris Daniluk and his entire staff exhibit exceptional integrity and take pride in providing the best quality of work, knowledge and expertise on all of their projects with the Paulding County School District. Chris and his company has proven very capable when problems arise and resolving these problems quickly and in the best interest of the school district.

It is without reservation that I recommend Deluxe Athletics. We have found that their quality of work, commitment and service provided exceeded our expectations.

If I can provide any additional information, please feel free to contact me.

Sincerely,

Ken Elsberry, Construction Manager

Paulding County School District



**DELUXE
ATHLETICS®**

80 Scott Drive, Marietta, GA 30067
678-560-5336 • www.deluxeathletics.com

August 31, 2015

RE: Deluxe Athletics, LLC
80 Scott Drive
Marietta, Georgia 30067

TO WHOM IT MAY CONCERN:

Education Planners, LLC contracted with the Paulding County School District to provide design services and solicit requests for proposals for the installation of synthetic turf fields, field and track events, and synthetic track installation at five of its high schools over the past two years. To ensure our client the best possible outcome in this endeavor we developed a rigorous qualifications process for evaluating and recommending the most qualified contractors to PCSD for this work.

Over the course of two separate solicitation/evaluation process, Deluxe Athletics demonstrated an exceptional understanding of our clients' needs, a superior level of knowledge of the products and installation details best suited for each project, and the most highly qualified personnel of all firms evaluated. They also provide the most cost effective pricing of all firms who submitted. At the completion of each evaluation, Deluxe Athletics was recommended without reservation as the best firm to perform the work.

As impressive as their proposals were, their actual performance of the work was even more impressive. The level of skill, quality of work, attention to detail, and adherence to demanding schedule requirements exceeded our expectations. Their staff was very attentive and responsive to our client's needs, maintained a high level of communication, and demonstrated one of the greatest keys to success – ownership of the project. Our client's success on these projects was always foremost in all the effort put forth by Deluxe on these projects.

It is truly a pleasure to work with such an exceptional company as Deluxe Athletics and a pleasure to recommend them to any client wishing for resounding success on their project.

Should you any questions or wish to learn more, please feel free to contact me.

Sincerely,



Bob Flowers
Executive Vice President

HOLY INNOCENTS' EPISCOPAL SCHOOL



Department of Athletics
805 Mount Vernon Highway, NW
Atlanta, Georgia 30327
phone: (404) 255-4026
fax: (404) 303-0716

Ruth K. Donahoo
Director of Athletics
(404) 303-2150 ext. 349

February 7, 2012

To Whom It May Concern,

Please accept this letter as a recommendation for Deluxe Athletics and Chris Daniluk. We accepted six bids and although Deluxe was not the lowest bid, their proposal trumped all the other proposals put together. Chris is extremely detail oriented and had addressed all aspects of the project in his proposal. Nothing was left unaddressed and it was evident that he had put in a great deal of time and effort to insure that the proposal was well documented. To say that we have been pleased with their work is an understatement. His crew is extremely professional, efficient, the job site was always clean, the level of communication from Chris and his superintendents was above and beyond and the project was completed on time as promised.

Our experience with Deluxe has been nothing short of perfect and I would highly recommend them to anyone. If only all construction projects could be this easy!

A handwritten signature in black ink, appearing to read 'Ruth K. Donahoo', written in a cursive style.

Ruth K. Donahoo
Director of Athletics

HOLY INNOCENTS' EPISCOPAL SCHOOL



Department of Athletics
805 Mount Vernon Highway, NW
Atlanta, Georgia 30327
phone: (404) 255-4026
fax: (404) 303-0716

Ruth K. Donahoo
Director of Athletics
(404) 303-2150 ext. 349



DELUXE ATHLETICS®

80 Scott Drive, Marietta, GA 30067
678-560-5336 • www.deluxeathletics.com

Department of Community Services
Parks and Recreation Project Administration



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8840 • (fax) 770.822.8748
www.gwinnettparks.com

gwinnettcounty

March 1, 2011

To whom it may concern,

This letter is to provide recommendation for Deluxe Athletics LLC. and its president Chris Daniluk. To date, they have had involvement with three field projects for Gwinnett County Parks and Recreation.

The conversion of Duncan Creek Park completed in July 2010, was our first artificial field encompassing approximately 144,000 square feet. We were fortunate to gain our "learning experience" with Chris and his experienced team. His depth of knowledge concerning the quality of the UBU product was impressive. The installation was highly organized, efficient and completed ahead of schedule. Any issues were dealt with quickly the first time. Even after completion, Deluxe staff continued to provide us the added value of field inspections and Chris is always available to answer any questions concerning the product or its maintenance.

Cemetery Field is currently under conversion replacing approximately 80,000 square feet and includes major infrastructure replacement. Coordination among the various disciplines is apparent and completion is expected in June 2011. The third field will be a facility within our new Bryson Park which is soon to proceed. The 144,000 square foot field is also anticipated to be complete in 2011.

While easy to work with, Deluxe Athletics has displayed the professionalism, knowledge and desire to produce a quality project. I hope to have the good fortune of working with them again in the future.

Sincerely,

Don Hafner

Development Manager

Gwinnett County Parks & Recreation

don.hafner@gwinnettcounty.com

770-822-8869 direct

770-714-6166 cell



gwinnettcounty
government



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678-560-5336 • www.deluxeathletics.com



Douglas County School System

P.O. Box 1077 ~ Douglasville, GA 30133 ~ 770-651-2000 ~ www.douglas.k12.ga.us

Dr. Gordon Pritz, Superintendent

November 11, 2016

To Whom It May Concern:

It is without reservation that I recommend Deluxe Athletics for the installation of synthetic turf fields. Chris Daniluk and his team have exceeded our expectations from the beginning. Their response to our Request for Proposal for four (4) field installations was well done. The scope of work and schedule included in the RFP was detailed and showed a thorough understanding of the unique details and challenges at each of the four schools. Deluxe worked closely with the District and the Architect in reviewing the design documents, provided input based on their experience, but were always open to accommodating the requests from the owner. Deluxe Athletics offered some value engineering options that helped to bring this project in under budget.

The exceptional service continued as construction began. The Deluxe Athletics project team; Daniel Griffin, Troy Meals and Steven Gonazales performed exceptionally, responding quickly and efficiently to schedule conflicts, weather delays, school activities, unforeseen conditions and owner driven change orders. We have been pleased with the quality of work and their effective communication during this project.

As this project progressed we came to see Deluxe Athletics as something more than a contractor, they became a partner. I appreciate the expertise, attention to detail and quality workmanship Deluxe brought to this project.

Respectfully,

A handwritten signature in blue ink that reads "Jack Gardner".

Jack Gardner

Facilities Coordinator

Douglas County School System

Letter of Recommendation:
Chris Daniluk, Deluxe Athletics

March 3, 2011

To Whom It May Concern:

It is my great pleasure to recommend Chris Daniluk and Deluxe Athletics as leaders in the synthetic fields industry. After five years of researching the industry and contacting more than twenty different companies, Marist School chose Deluxe Athletics to install a synthetic turf field in our football stadium in 2009.

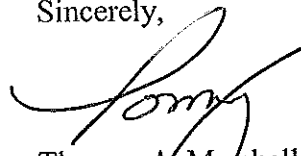
Chris brings a high degree of integrity to this industry. He was completely honest with us during the evaluation process. He was willing to negotiate with us to create a plan and budget for our field that was acceptable to all involved. He was also outstanding in offering suggestions to help us meet our unique needs for field use. Most importantly, in this difficult economy, his estimates of costs and his schedule for completion were right on target. Our stadium was completed on time and within budget.

In the more than two years since installation, we have remained pleased with both the installation and the service provided by Chris and Deluxe Athletics. Chris is available to his clients. His willingness to make himself available throughout the whole process, from initial evaluation through design and final installation, was favorably commented on by our Administrative Team. During the field installation, he was here on a daily basis to make sure the process ran smoothly.

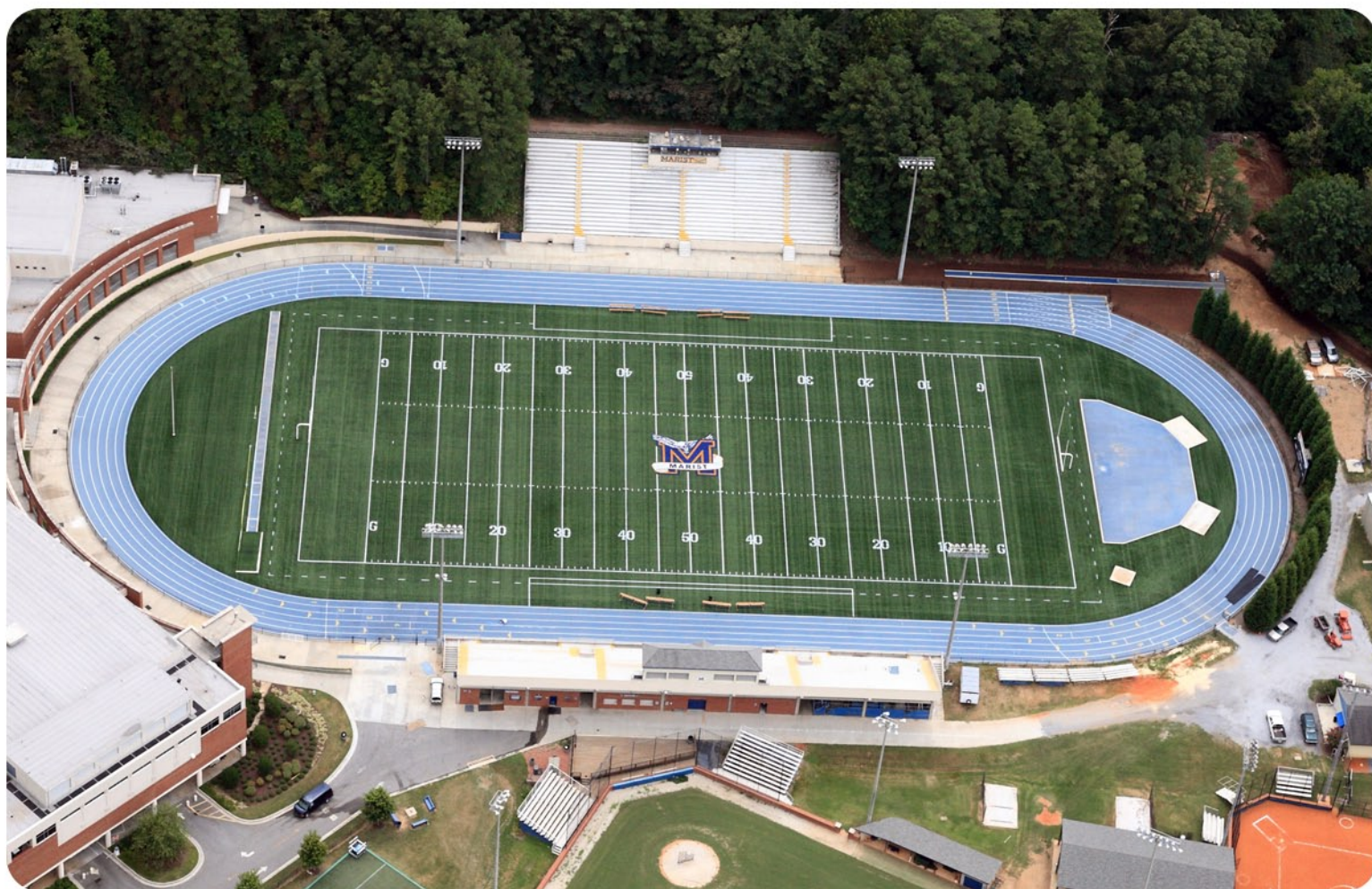
Since installation, Chris has continued to follow up to ensure our satisfaction. Shortly after installation, Atlanta was hit by days of flooding rains. Chris came to campus to check on the field; it was fine. While many of the neighboring football fields were flooded, Marist's field was open for business as usual and, in fact, hosted several extra games to accommodate neighboring schools whose fields were unplayable. In 2011, Deluxe Athletics installed our "Baseball Halo." Chris and his group are also grooming and in-filling our indoor Baseball turf facility.

For all of the above reasons, I give my highest recommendation to Chris Daniluk and Deluxe Athletics. Please feel free to contact me if you need any additional information.

Sincerely,



Thomas A. Marshall
Director of Athletics



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80 Scott Drive, Marietta, GA 30067
678-560-5336 • www.deluxeathletics.com

February 24, 2011

To Whom It May Concern

SUBJECT: Deluxe Athletics

It is my pleasure to write a strong recommendation on behalf of Deluxe Athletics. We have been working with Deluxe Athletics the past year on the installation of artificial turf at our 16 High Schools. To date 11 of the 16 projects have been completed; with the remaining 5 High Schools scheduled to start at the completion of 2011 spring sports. During this period I have directly observed their work on a regular basis. Deluxe Athletics has demonstrated to date an ability to manage construction under demanding time constraints and their knowledge of turf and installation procedures is a tremendous asset to any owner.

Deluxe Athletics has a knowledgeable staff of management and field personnel. They accomplish their work in a timely manner, while maintaining a good quality of workmanship.

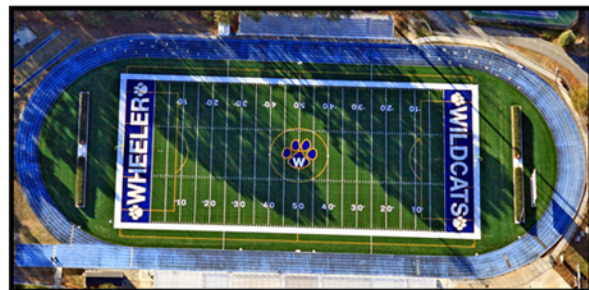
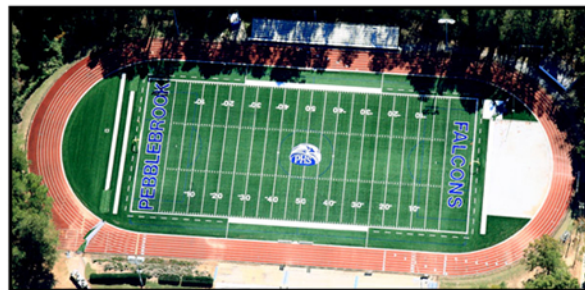
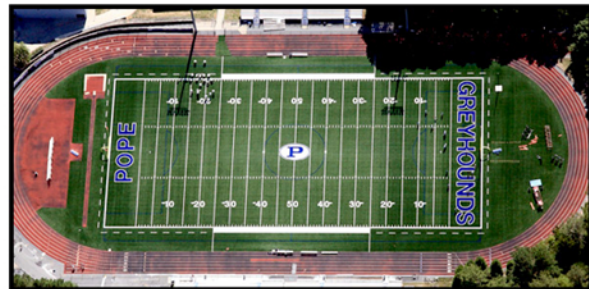
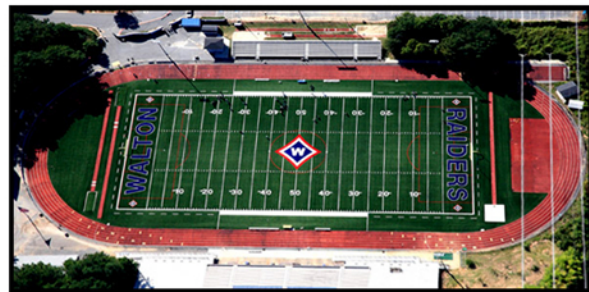
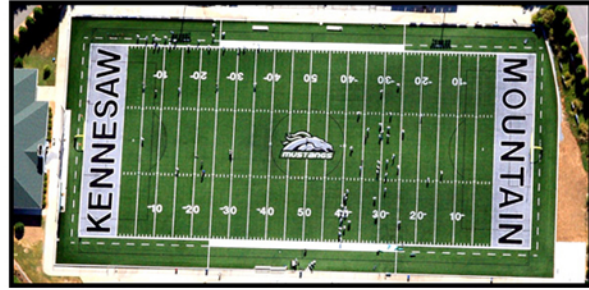
If you wish further information, please call me at (770) 590-4519.

Sincerely,



Larry Wall
Director of Construction

Installations





DELRAN BUILDERS

Our Reputation Is Building Every Day

7909 Flourtown Avenue
Wyndmoor, PA 19038
Phone 215-836-1213
Fax 215-233-9457
www.delranbuilders.com

January 14, 2013



To Whom It May Concern:

RE: Letter of Recommendation for Deluxe Athletics

Deluxe Athletics recently completed the turf field installation for us at Arcadia University. Their staff worked with us from start to finish and were an integral part of the design and planning team.

The communication and ease of scheduling throughout the project was excellent as we had to work around many issues that were out of our control, still delivering the project to the owner on their desired completion date.

Deluxe Athletics' onsite supervision coordinated and worked well with our superintendent from start to finish and beyond. The only change orders were changes that were made to the scope of the project were requested by the owner and were done at appropriate pricing in a timely manner.

I would definitely recommend Deluxe Athletics for any upcoming project as they provide a great transition from planning to execution with finished results above and beyond expectations.

Please do not hesitate to call me should you have any questions regarding Deluxe Athletics qualifications.

Sincerely,

DELRAN BUILDERS COMPANY, INC.

Christopher J. Chapman

Christopher J. Chapman
President



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80 Scott Drive, Marietta, GA 30067
678-560-5336 • www.deluxeathletics.com



March 1, 2011

To Whom it may concern:

Please accept this letter of reference for Deluxe Athletics. I have had the pleasure to work with the crew from Deluxe on a recent installation of a practice field for our shared Indoor Practice Facility with the Pittsburgh Steelers. Through the process, they have communicated clearly and professionally and have met every target date promptly. Any issues that have arisen have been communicated in a timely fashion and addressed promptly.

The staff has been professional at all times and very detailed in their efforts to install a surface that is important to the success of our football program.

It is a pleasure to work with Chris Daniluk and his installation team from Deluxe. Please feel free to contact me with any questions or concerns.

Sincerely,

Chris LaSala
Assistant Athletic Director / Director of Football Operations
3450 South Water Street
Pittsburgh, PA 15203
(Phone) (412) 648-8712
(FAX) (412) 648-4350

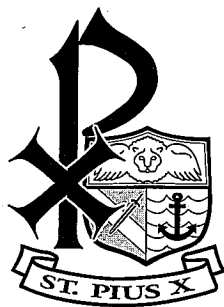


University of Pittsburgh



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St. Pius X Catholic High School

2674 Johnson Road, NE, Atlanta, Georgia 30345-1799
404/636-3023 • Fax: 404/633-8387 • www.spx.org

March 1, 2011

City of Buford

To whom it may concern,

Chris Daniluk has informed me that Deluxe Athletics is bidding on a project for the city of Buford for turf installation. I want to let you know what a good person Chris is to work with and how helpful he has been to St. Pius X over the years. I met Chris several years ago when he was the sales person for Sprint Turf when they were hoping to install our turf stadium field here. They did a great job on that field and Chris was always there making sure the job was done right. Since that time Chris has worked very hard to make sure we were happy with the product he was responsible for. He has since left that company and started on his own with Deluxe Athletics but still comes by and offers his help at no charge should there be issues with our field. When we were in the process of choosing a company for our new baseball field and athletic field I knew that Chris Daniluk and Deluxe Athletics were the company we wanted to go with. Even though they have not started on their portion of the work Chris has been very positively involved in the grading preparation aspect of the project constantly. I highly recommend his company for the work for the city of Buford. Chris is definitely a gentleman you can count on and in my opinion, if you can trust the owner you know the rest of the project will be done as you hope. Customer service makes the difference in a bid and I believe in the customer service that Chris Daniluk and Deluxe Athletics deliver.

I will be happy to discuss this with you further if you would like. Good luck to you as your committee makes this decision.

Sincerely,

Tony Stephens

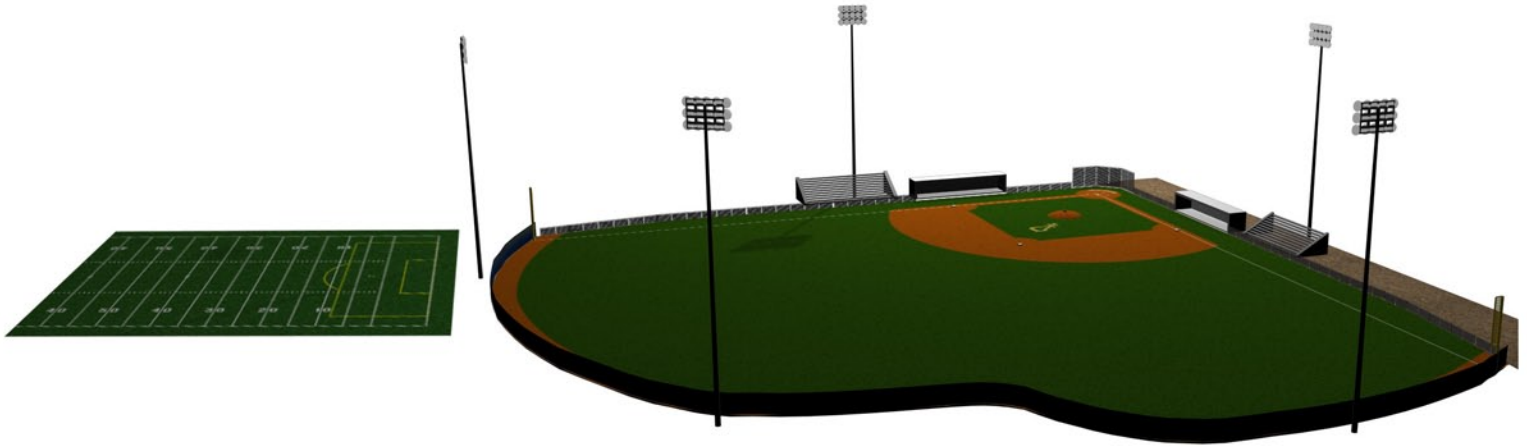
Director of Finance and Operations

St. Pius X Catholic High School

404-636-3023



St. Pius X High School



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678-560-5336 • www.deluxeathletics.com



Scranton Preparatory School
Department of Athletics
1000 Wyoming Ave.
Scranton, Pa 18509



May 21, 2012

To Whom It May Concern:

In May 2012 Deluxe Athletics installed synthetic turf for Scranton Prep on our high school practice football field. We had previously only been able to use this field for football practice in the Fall sports season. With the synthetic turf now in place we plan on utilizing the turf for so much more. Our soccer teams, baseball, softball and newly added lacrosse teams will be able to use the field for practices. As an Athletic Director at a school that doesn't have all of its own facilities (i.e. baseball field, softball field) having synthetic turf in place gives us so much more flexibility than we've ever had before. It will also save us money from constantly renting out facilities for practices.

Amazingly, the turf project took just over two weeks to complete. The quality of the product is top notch. It is made to be used 24/7 no matter what the weather is like. As a school in the Northeast that has variable seasons (wet springs, hot dry summers, long cold winters) we never have to worry again about what condition the field is in for practice.

The quality of service we received from Deluxe Athletics and its employees was outstanding. Not enough can be said about their professionalism and the way they treat their customers. As someone who was new to synthetic turf I had many questions about installation, usage, maintenance, etc... Deluxe Athletics was patient in answering all of my questions and explaining the process step by step.

For anyone that is considering synthetic turf I would strongly recommend Deluxe Athletics. They will work with you every step of the way to make sure you are getting exactly what you want. We here at Scranton Prep have been extremely satisfied with Deluxe Athletics, their product and their service and will use them for any future synthetic turf projects we have in the future.

Thanks,
Scott Gower

Scott Gower

Athletic Director

(570) 941-7737



Scranton Preparatory School
Department of Athletics
1000 Wyoming Ave.
Scranton, Pa 18509



DELUXE
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80 Scott Drive, Marietta, GA 30067
678-560-5336 • www.deluxeathletics.com

Company Description

Deluxe Athletics is a privately held corporation specializing in site work and installation of artificial turf athletic fields, tennis courts, and running tracks for recreational/sports facilities. As a vertically integrated construction company, Deluxe Athletics has the capacity to perform athletic facility construction from excavation through finished installation utilizing in-house resources. Since 2004, Deluxe Athletics has been creating a world class reputation for state of the art installations and unparalleled pre, during and post construction services.

Whether the TIPS member requires a full service facility construction contractor, a project manager to help oversee the competitive bidding process through project completion, or a specialty contractor focused on one piece of a larger capital project, Deluxe Athletics provides solutions to solve every facility challenge.

Project Overview and Introduction

Deluxe Athletics has the unique opportunity, with The Interlocal Purchasing System, to continue a strong relationship for delivering high quality athletic facility renovations, and showcase decades of experience, while providing a single point of contact for all field construction work required for each specific client site. The following information in this package will highlight Deluxe Athletics' company and personnel as well as its relation and understanding of the end results required for TIPS Members.

Deluxe Athletics can manage all aspects of facility construction requirements as a direct contractor. Every phase of each project will be evaluated for pricing and product specifications with necessary input and communication with the respective TIPS member.

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Firm Overview

- **Profile of Firm:**

Corporate Office - 80 Scott Drive; Marietta, GA 30067

Phone Number – (678) 560-5336

Fax Number – (678) 560-5354

Years in Business – 12 years as of November 11th, 2016 under the same name

History of Firm:

Deluxe Athletics was formed by Chris Daniluk in 2004 as a Limited Liability Company, and has been a resident business of Cobb County in the State of Georgia since its inception. The growth plan and strategy for the company was to create a business that would provide its clients an experience that is unmatched in the industry by offering a complete turn-key solution to its clients from start to finish on any type of athletic facility project.

As Chris witnessed firsthand the struggles that took place from the industry growth since its reinvention to infilled systems in the late 90's, the goal was to be able to provide clients quality products and services at a cost effective figure with 100% attention to the customer's needs. The only way to do that was to create a strong, financially stable organization that had properly trained and knowledgeable personnel capable of delivering the finished product that its clients deserve.

While working with a company that rose from a small regional organization to national prominence, though providing an excellent product, struggles were eminent, most notably the financial strain, that took a toll on the organization, eventually leading to the sale of the company based on a poor debt ratio. During that time, and since, many other organizations have changed ownership for the same reasons, leaving many clients with no proper contacts and required customer service for warranty work.

Deluxe Athletics was built on the principle to always be available and able to not only construct proper facilities but provide long-term service for its clients. To be able to provide such high standards, the company had to be built properly from the ground up in an organic fashion not associated with debt.

In the early years of the organization from 2004-2006, Deluxe Athletics focussed on contracts with values of \$100,000 or less for recreational, landscape, and private residence facilities. As the company grew with funding and employees, from 2007-2008 it began to take on installation projects as a sub-contract installer for larger manufacturers. Throughout that time period, specific installation equipment was acquired as the contract requirements of the company increased.

At the end of 2008, Deluxe Grading was formed as a subsidiary business operating within Deluxe Athletics to be able to provide a full site construction and turf installation option for our clients. In 2009, Deluxe Athletics had grown to the level of being able to sufficiently handle projects as a general contractor. That led to the establishment of a bonding and credit line to effectively handle projects with larger contract values.

During 2009, Deluxe Athletics was awarded, and self-performed many notable projects in the Metro Atlanta area starting with Gary Pirkle Park and the City of Sugar Hill, which was, at the time, the largest continuous turf installation in the Southeast at 255,000 square feet of area. Also in that year, Deluxe Athletics was contracted to construct another first for the state of Georgia when it was awarded an all synthetic turf baseball field for the Home Plate Baseball Academy in Peachtree City. Other projects completed in 2009 were for such prestigious clients as the Marist School in Atlanta, and Shorter University in Rome, both highly sought after projects in the industry.

In 2010, the most significant growth of the company took place when it was awarded, to date, the largest municipal design-build purchase of synthetic turf fields for Cobb County Schools. This large scale project for 17 fields, to be completed in a 14 month time frame from permitting through completion, took proper management from the top down, with a full dedication of resources to provide all proper equipment, manpower, and materials to successfully deliver the overall project results that Cobb County expected. The project allowed Deluxe Athletics to grow in a rapid fashion and properly train all employees to focus on quality, scheduling, and budget. Much of the equipment noted in our company schedule was purchased during this time period and eventually paid off in full. The contract performed for Cobb County Schools was a large accomplishment that helped mold Deluxe Athletics into the biggest design build contractor in Metro Atlanta for synthetic turf field construction. As part of this prestigious contract, Deluxe Athletics was sure to give back in thanks to Cobb County and made several donations to each school, as well as creating and implementing a significant scholarship program that is still in effect today.

In 2011, Deluxe Athletics continued to grow as a company and not only completed many projects in the Southeast, but was also awarded a very large track and field reconstruction project at Ursinus College in Collegeville, PA which opened the door to market growth in the Mid-Atlantic. Later that year, the company was awarded its first NFL contract for the Pittsburgh Steelers to renovate their indoor facility shared with the University of Pittsburgh Panthers. The project was completed under a tight time frame while they were playing in the 2012 Superbowl and received rave reviews. Reference letters and information for both projects have been included in this package.

During 2012, a regional staff and office was created to handle operations in the Mid-Atlantic which allowed the company to continue growth in two markets. Also during 2012, Deluxe Surfacing was created as another subsidiary company to Deluxe Athletics to be able to handle tracks and tennis courts, as well as fencing, netting, concrete work, and other ancillary athletic facility requirements. The addition of Deluxe Surfacing truly allows Deluxe Athletics to handle any type of athletic facility construction project completely in house.

Since 2012, Deluxe Athletics has maintained a high level of production throughout the industry. There has been no turnover of key employees and management, and the ownership has stayed 100% intact and continues to grow the strength of its key installation technicians.

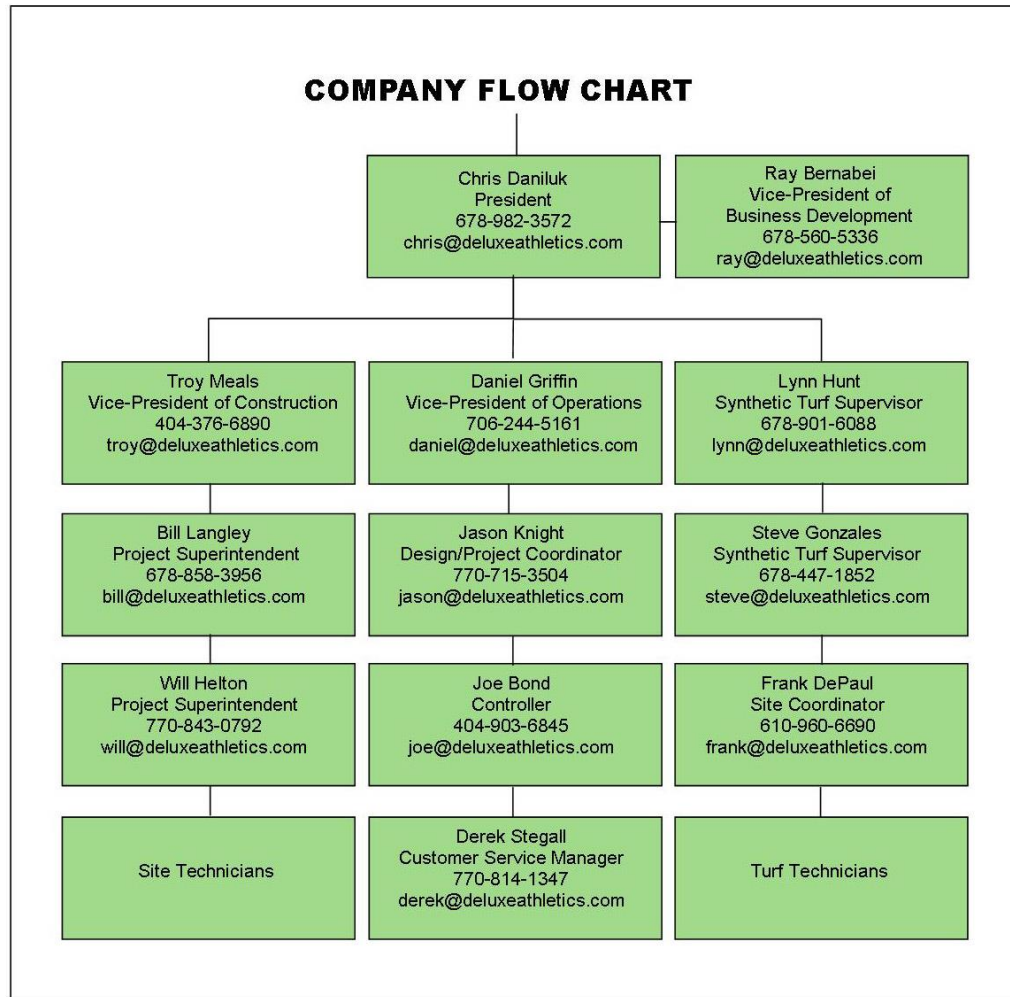
Deluxe Athletics prides itself as not only operating at a high level in the industry, but as a responsible company as well. For eight years in a row, Deluxe Athletics has been recognized as a top 25 business in Cobb County, as well as being recognized by Gwinnet County, and achieving an A+ status with the Better Business Bureau.

While completing two stadium renovations for DeKalb County in 2016, several other large scale projects for counties have been completed for: Paulding and Douglas Counties, as well as the Atlanta Public School System.

The strong foundation built over the last decade has created a financially stable company with long-term employees that will always be available to properly service TIPS Members. This is what we do and who we are and it will not change.

While other companies may be part of large conglomerates and investment groups with turnover and restructuring a common theme, Deluxe Athletics will always be here for you.

- **Local Office:**
Corporate Office - 80 Scott Drive; Marietta, GA 30067 (also the local office for the project)
Phone Number – (678) 560-5336
Fax Number – (678) 560-5354
- **Firm Resources:**
Upper Management – 4 Employees (President, CFO, VP Operations, VP Bus. Development)
Senior Project Managers – 3 Senior Project Managers (One VP Construction, One VP Surfacing, One VP of Specialty Projects)
Project Managers – Six Project Managers (Four for Synthetic Turf, Two for Site Construction)
Administration – Two Administrative Assistants, One Marketing/Design Coordinator
Customer Service – One Customer Service Manager
- **Subconsultant Resources:**
All numbers of permanent employees listed below. For specialty trades of design and permitting, as well as required engineering work the firm works with specific partners as required either locally or internally.
- **Firm Organizational Chart:**
Firm Organizational Chart as follows on the next page.



Firm's Related Building & Design Experience

A. Firms Performance and Quality of Work on Previous Projects:

Deluxe Athletics has completed more work on track and field complexes in a design build fashion with more hands on experience than any other firm in the Metro Atlanta Area. The following information will outline our experience level as necessary.

B. List of Projects which Best Illustrate the Experience of the Firm:

Deluxe Athletics has highlighted below a total of 7 clients that showcase 50 sites of athletic facility renovations that have taken place in Metro Atlanta.

- **Douglas County School District – Client #1**

In May of 2016, Deluxe Athletics was selected to work with the Douglas County School District for the reconstruction of the fields at four separate high schools. The project was awarded on May 11, 2016 and had to be completed for use on all fields by September 1, 2016.

Along with the standard field construction requirements, each site had specific storm water quality units, detention systems, track and field event construction, retaining walls, fencing, and ancillary site items.

The project was completed in time for full use of all the facilities and ancillary items were completed around required field time. The project was based on an RFP scoring system which Deluxe Athletics was awarded the highest total.

Douglas County School District
9030 Highway 5
Douglasville, GA 30134

Jack Gardner – Facilities Manager
(P) 770-651-2211
(F) 770-920-4026
Jack.Gardner@douglas.k12.ga.us

Project Size and Contract Value:

Overall Square footage of all four of the fields installed was 382,000. Contract value upon award was \$4,480,540.00 and value upon completion was \$4,392,684.40. The decrease came due to value engineering as well as allowances that were provided in the bid that were not utilized. All in all the project was a large undertaking that was completed in a very tight time frame.

● DeKalb County School District – Client #2

In the Winter of 2015, Deluxe Athletics was selected to work with DeKalb County School District for the design build renovations of Adams and Buck Godfrey Stadiums. Both projects required design and permitting for all aspects, and had to be completed for use on both facilities by August 1, 2016.

Each site had specific requirements for track and field prep based on existing conditions. New events, asphalt work, and reconstruction of fencing, access, and site clean was required on the civil side, and new lighting and demo of old structures for the stadiums and parking lots was completed.

The project was completed in time for full use of all the facilities. The project was based on an RFP scoring system which Deluxe Athletics was awarded the highest total. Deluxe Athletics will be under contract with DeKalb County School District for the reconstruction of North DeKalb Stadium in 2017.

DeKalb County School District
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

Phillip Guthrie – Project Manager
(P) 404-234-8667
phillip_guthrie@dekalbschoolsga.org

Project Size and Contract Value:

Overall Square footage of all both of the fields installed was approximately 200,000. Overall square yardage on both of the tracks was approximately 10,000. Contract value upon award for both projects was \$3,483,915.00 and value upon completion was \$3,586,623.21. The increase came due to additional scope requirements as requested by the client during the process as well as the correction of unforeseen site conditions with the track at Buck Godfrey Stadium. All in all the project required multiple trades and to coordinate and was completed on time.

● Cobb County Schools – Client #3

In January of 2010, ten firms ranging from specialty construction companies to manufacturers participated in RFP 08-10 Artificial Turf. The project was a very similar process for design build requirements to provide a turn-key solution for synthetic turf fields and athletic facility reconstruction at all sixteen (16) county high schools. The evaluation process consisted of a “Non-Cost Proposal” which was required to highlight each firm’s capabilities and overall view of the project requirements for completion of all fields and track event renovations from design and permitting through installation in a fifteen (15) month time frame with many fields to be completed while schools were in session.

From evaluation and scoring of the “Non-Cost Proposal,” four (4) firms properly scored for opening and review of their “Cost Proposal.” Based on firm experience, product requirements, overall project knowledge, and pricing, Deluxe Athletics received a perfect 100 score on the evaluation process and was notified of award in February of 2010.

Due to legal reasons on protest of the funding of the project, final release and contracting did not take place until May 12, 2010 based on phases with four fields required for completion by August 22, 2010, approximately 100 days from award for Phase 1, and four more required for completion of Phase 2 by November 22, 2010, approximately 190 days from award. The following phases 3 and 4 were required for completion by September 15, 2011.

Under a very tight time-frame, Deluxe Athletics properly designed, permitted and constructed the first phase ahead of schedule and under budget. Phases 2, 3, and 4 were also constructed in a similar fashion and time frame. The entire project was completed above the expectations of the county with extreme satisfaction from all departments ranging from procurement, through project services, and to the individual schools.

Throughout this 16 school design build project, 17 fields were completed, 10 of them had track and field event reconstruction, five of them had scoreboard construction and or relocation, two of them had bleachers involved, and they all had electrical, plumbing, conduit, concrete and or paving work, as well as infrastructure that was required. Three projects had fencing and netting work that was required.

Cobb County Schools

David Jackson – Director of Construction

Services Provided and Dates:

6/2010 – Reconstruction of South Cobb High School field with new track and field events, relocation of scoreboard, fencing, electrical/plumbing work, and ancillary concrete work.

7/2010 – Reconstruction of Walton High School field with track and field event reconstruction as well as electrical/plumbing work assisting in new scoreboard construction.

3/2011 – Reconstruction of Kell High School field with electrical/plumbing and fencing work required for the site. 10/2012 – Reconstruction of Kell High School's track with new surfacing, concrete work, and event reconstruction.

9/2011 – Reconstruction of Lassiter High School's practice fields, with concrete work, natural grass stabilization, storm water requirements, scoreboard work and relocation, new track and field event construction, and spectator viewing areas.

6/2010 to 9/2011, fourteen other projects were completed for the Cobb County School System in a design build capacity with similar requirements.

6/2016-10/2016, five tracks for Kell, Hillgrove, Kennesaw Mountain, Lassiter, and Sprayberry High Schools were renovated and resurfaced.

Project Size and Contract Value:

Overall Square footage of fields installed was 1,530,000 between all 17 fields. Contract value upon award was \$9,865,000.00 and value upon completion was \$11,245,650.00. The reason for the large increase was due to the initial bid being based on one "virtual" field of 85,000 square feet and that figure was multiplied by 16 schools. The unit cost structure bid on that contract was used for each school and their scopes and requests, especially on maximizing the size of the fields increased causing the overall contract increase.

The track contracts from the summer of 2016 had large scale restructuring of the plans and specifications and was worked in with the parameters of the school district's budget for a total value of \$1,622,481.00. All projects were completed without disruption to the schools fall sports schedules.

● Archdiocese of Atlanta – Client #4

By the end of July of 2014, Deluxe Athletics had completed 9 projects for the Archdiocese of Atlanta with 7 of them being in a design build capacity, one as a removal and replacement of an older field, and one of them requiring the reconstruction of track events and resurfacing.

Saint Pius X has three fields. Their baseball field had concrete, netting, fencing, and scoreboard installations that all had to be coordinated around our field construction. The practice field incorporated netting to be installed along with the construction process. Their stadium field was just recently removed and rebuilt while recycling the infill materials in the existing field.

Saint Pius X Catholic School
3674 Johnson Road NE
Atlanta, GA 30345

Tony Stephens – Business Manager
(P) 404-636-3023
(F) 404-633-8387
tonys@spx.org

Services Provided and Dates:

5/2011 – Built brand new baseball and practice field complex for school with netting, fencing, scoreboard, and other contractor coordination.

12/2013 – Removed existing stadium field, recycled infill materials, and installed brand new field. Project also required repairs and renovations to the track and field events and surfacing.

Project Size and Contract Value:

Overall Square footage of fields installed was 260,000 between all 3 fields. Contract value upon award was \$1,435,000.00 (total for all three) and value upon completion was \$1,428,000.00. The reason for the decrease was due to some additional value engineering that helped decrease the value of one field as unsuitable soils were encountered on another. The project came in under budget overall.

Blessed Trinity has three completed fields. The entire project was design build for all their renovations. The soccer/lacrosse field, as well as the baseball field, required fencing and netting, as well as concrete work and natural grass stabilization. For their stadium field, we have had to reconstruct their shot put, discuss, long jump, pole vault, and high jump as part of the process and renovated their track in June of 2014.

Blessed Trinity High School
11320 Woodstock Road
Roswell, GA 30075

Ricky Turner – Director of Athletics
(P) 678-873-0125
(F) 678-277-9756
rturner@btcatholic.org

Services Provided and Dates:

7/2013 – Design build services for construction of an on-campus soccer and lacrosse field, as well as concrete and spectator area work, natural grass stabilization, reworking of the irrigation system, and coordination with fencing and netting requirements.

9/2013 – Design build services for construction of an on-campus baseball field with concrete work for player areas, natural grass stabilization, and coordination with fencing and netting requirements.

2/2014 – Design build services for the reconstruction of the track and field events and a new field for the football stadium. Project requires additional storm water work, and has had the pole vault, long jump, shot put, and discuss reconstructed as well as work completed on the high jump area.

8/2014 - The existing track surface was removed, the asphalt milled and replaced, and a new surface installed.

Project Size and Contract Value:

Overall Square footage of fields installed was 320,000 between all three fields. Contract value upon award was \$1,750,000.00 and value upon completion was \$2,165,000.00. The reason for the increase was due to the demo and reconstruction of the stadium track to the contract with additional funding that was provided after initial award.

Other smaller-sized projects for the Archdiocese:

We have provided a small track and field for **Queen of Angels** grade school that was design build and required reworking the drainage on the site as well as the irrigation lines.

We have also completed a project for **St Joes** in Athens for a mid-sized field with a small track around it. It was a design build project that required the relocation of utilities and additional concrete work.

In 2014 we also reconstructed the playfield and playground area at **Our Lady of Assumption**, previously installed by Deluxe Athletics in 2006.

● **Gwinnett County Parks and Rec – Client #5**

In May of 2010, Gwinnett County Parks and Recreation began a campaign to provide synthetic turf fields at strategic parks throughout the county. As of December 2013, Deluxe Athletics has installed over 680,000 square feet of fields in five different locations at Duncan Creek, Cemetery, Bryson, Harbins, and Rabbit Hill Parks.

All projects required site work and turf installation based on specific regulations and testing. For Cemetery Field, sewer line replacement, utility relocation, lighting refurbishment, fencing, and other ancillary aspects outside of the field construction were required to complete the renovation process. Each project was completed on time and under budget with the quality and professionalism required by the County and its designers. Irrigation was put on each synthetic turf field for cooling, and scoreboard relocation, concrete work, asphalt work, natural grass stabilization, and fencing were prevalent on each site.

Gwinnet County Parks and Rec
75 Langley Drive
Lawrenceville, GA 30046

Grant Guess – Director of Planning
(P) 770-822-8855
(F) 770-822-8748
grant.guess@gwinnetcounty.com

Services Provided and Dates:

7/2010 – Construction of Duncan Creek Park Dacula, GA. Deluxe Athletics consulted on the site work for the project and installed a 145,000 square foot multipurpose field.

10/2010 – Construction of all site and turf work for a 142,000 square foot multipurpose field at Bryson Park in Lilburn, GA.

6/2011 – Demo and reconstruction of the entire field site at Cemetery Park in Norcross, GA. Major utility relocation, as well as ancillary items were required along with the site and turf work to construct an 84,000 square foot multipurpose field.

8/2012 – Construction of all site and turf work for a 146,000 square foot multipurpose field at Harbins Park in Dacula, GA.

10/2012 – Construction of all site and turf work for a 142,000 square foot multipurpose field and a 3,000 square foot playground at Rabbit Hill Park in Lawrenceville, GA.

10/2015 – Construction underway for completion of Level Creek Park in Suwannee, GA that will be a 140,000 square foot multipurpose field.

Project Size and Contract Value:

Overall Square footage of fields installed was 799,000 between all six fields. Contract value upon award was \$4,994,409.00 (aggregate of all contracts) and value upon completion was \$5,126,350.00 (as of current date). The reason for the increase was due to the demo unsuitable soils encountered (unit price in contract handled), as well as additional requested work on sites during our process.

● **Paulding County School District – Client #6**

In June of 2014, October of 2014, and May of 2015, five firms ranging from specialty construction companies to manufacturers participated in RFP's 05-0708, 09-2116, and 15-0426 respectively. The project was a very similar process for design build requirements to provide a turn-key solution for synthetic turf as well as track renovations.

Deluxe Athletics was awarded the projects to reconstruct the athletic facilities at five Paulding County High Schools. All projects, except for one which had substrate issues, came in well under budget and on time.

On June 16, 2014, Deluxe Athletics entered in to two contracts to take North and South Paulding High School's stadiums from design and permitting through completion by August 21, 2015. With just over 60 days to complete both facilities for the start of the fall seasons. Both projects were completed ahead of schedule and an average of 2.5% under budget between them.

On November 11, 2014, Deluxe Athletics entered in to a contract for Hiram High School to renovate their entire track and field facility. The scope required demo and reconstruction of all field events, as well as correction of the asphalt with the field construction process. The project immediately commenced and the field, as well as the milling and repaving of the asphalt were completed by January 4, 2015. With the weather not being conducive for the installation of the track surfacing, the school's spring sports utilized the field through the end of April, then the track surfacing and lining was completed two weeks before graduation in Mid-May 2015. The Deluxe team worked in and around the school's schedule and events to make sure the project was completed successfully and came in 6% under budget.

On June 1, 2015, Deluxe Athletics entered in to two contracts for Paulding County High School and East Paulding High School. Paulding County High School had a similar scope as with Hiram, and East was much more extensive as it required the track size to increase from 6 to 8 lanes, as well as additional site work to correct drainage, slope, and utility issues.

Paulding County High School commenced first as East required additional design, discovery, and planning. Paulding County High School was completed for field use, with new asphalt in place by July 7, 2015. During the asphalt curing process, the school utilized their field for practice and games, and the track surface was installed between games. The project came in well under budget, but funds of the contract were utilized to take the spoils of the field excavation and create a new natural grass practice field with irrigation. All in all the project was completed on time and under budget.

East Paulding High School was the largest project of all the Paulding County School District Schools. Due to geotechnical research during the construction process, it was found that the entire asphalt and rock base was initially installed incorrectly and would have to be removed, the substrate stabilized, and an entire new profile installed. There were also many utility issues as many different lines ran under the field and had to be relocated. Even with all the issues, the field and new asphalt were installed in time before the first event, and the project only came in slightly over budget. Due to the season schedule, the track surface was completed in June of 2016.

Paulding County Schools
3236 Atlanta Highway
Dallas, GA 30132

Kenny Elsberry – Director of Facilities
(P) 770-443-8000
(F) 770-443-8089
kelsberry@paulding.k12.ga.us

Project Size and Contract Value:

Overall Square footage of fields installed was 486,000 between all 5 fields. Contract value upon award was \$5,260,000.00 (aggregate) and value upon completion was \$5,315,000. Four of the five projects came in under budget. Poor substrate for the track at East Paulding created the increase in contract value to correct.

Atlanta Public Schools – Client #7

In the Summer of 2015, Deluxe Athletics was selected to work with Atlanta Public Schools for the design build reconstruction of their main track and field facility at Lakewood Stadium. The project was awarded on May 15, 2015 and had to be completed for use by August 1, 2015.

The track and field complex required the removal of an existing turf field as well as an old mondo track. The track required milling and repaving as well as the reconstruction of new events and repairs to the drainage system.

The project was completed in time for full use of the facility and ancillary items were completed around required field time.

In 2016, Deluxe Athletics was awarded three more track and field renovation projects that took place at Booker T Washington, Carver, and South Atlanta High Schools. Each project had design build requirements for new events, asphalt, and field construction. The projects started in the winter of 2016. Booker and Carver were completed by June of 2016, and due to a stream buffer variance and specialized permitting and poor subgrade, South Atlanta was not completed until the Fall of 2016.

Atlanta Public Schools
1631 LaFrance Street
Atlanta, GA 30307

Bill Robinson – Project Manager
(P) 404-435-5741
(F) 404-802-1506
brobinson@atlanta.k12.ga.us

Project Size and Contract Value:

Overall Square footage of the field installed was 96,000. Contract value upon award was \$1,161,630.00 and value upon completion was \$1,177,475. The increase came due to requested additional scope to be performed on the site to reduce maintenance issues of the facility.

For the three fields and tracks, the total initial contract value was \$3,043,426.40 and the final contract value upon completion was \$3,223,317.62. The additional funds were required due to poor subgrade conditions that required extreme reconstruction of the track at South Atlanta High School. All projects are completed. Deluxe Athletics has a contract with Atlanta Public Schools for the renovations of Douglass, C. Scott King, and Best Academy for 2017.

Company Experience – Turf Installer Qualifications

NFL

Pittsburgh Steelers

UPMC Practice Facilities
3200 South Water Street
Pittsburgh, PA 15203
Chuck Shaw – LR Kimball
412.201.4900 ext 2247

Field Replacement at Practice Facility

Atlanta Falcons

Flowery Branch Practice Facility
4400 Falcon Parkway
Flowery Branch, GA 30542
Lee Keiters
678-622-3142

Field Replacement at Practice Facility

NCAA

Valdosta State University

605 West Mary Street
Valdosta, GA 31602
David Dean
229-630-0025
D/B Practice Field Site and Turf

Shorter University

315 Shorter Avenue
Rome, GA 30165
Bill Peterson
404-229-2051
D/B Practice Field Site and Turf

Ursinus College

601 East Main Street
Collegeville, PA 19426
Andy Feick
215-779-1252
Track and Field Reconstruction

Arcadia University

450 South Easton Road
Glenside, PA 19038
Chris Chapman – Delran Builders
215-836-1213 ext. 303
D/B Game Field Construction

University of Georgia

210 South Jackson Street
Athens, GA 30602
Dave Heydinger – Mathias Co.
770-476-8100
D/B Practice Facility Const.

West Virginia Wesleyan

59 College Avenue
Buckhannon, WV 26201
Barry Pritts
304-473-8040
D/B Track and Field Reconstruct

High School and Municipal

St. Pius X Catholic HS

2674 Johnson Rd. NE
Atlanta, GA 30345
Tony Stephens
404-317-5653
D/B Baseball and Practice Facility

Blessed Trinity HS

11320 Woodstock Rd
Roswell, GA 30075
Ricky Turner
678-873-0125
D/B Baseball, Stadium, Soccer

Queen of Angels

11340 Woodstock Rd
Roswell, GA 30075
Debra Kopec
770-518-1804, ext. 102
D/B Recreation Field

Christopher Dock Mennonite HS

1000 Forty Foot Rd
Lansdale, PA 19446
Tim Ehst
215-362-2676 Ex: 2
Removal and Reconstruct Field

Proving Grounds Athletic Complex

707 Conshohocken Road
Conshohocken, PA 19428
Paul Tornetta
610-834-0845
D/B for Two Field Complex

Lassiter HS

2601 Shallowford Road
Marietta, GA 30066
Art O'Neill
678-494-7863
D/B Two Practice Fields

Greene County HS

1002 South Main Street
Greensboro, GA 30642
James Wilson
678-576-5333
D/B Track and Field

Marist School

3790 Ashford Dunwoody Road
Atlanta, GA 30319
Tommy Marshall
404-421-6144
D/B Stadium Field

South Cobb HS

1920 Clay Road
Austell, GA 30106

Walton HS

1590 Bill Murdock Road
Marietta, GA 30062

Kennesaw Mtn HS

1898 Kennesaw Due West Rd.
Kennesaw, GA 30152

Ed Koester
770-819-2611
D/B Stadium Field

Christian Suttles
770-819-2611
D/B Stadium Field

John Kelly
678-594-8190
D/B Stadium Field

Pope HS
3001 Hembree Road
Marietta, GA 30062
Steve Craft
770-578-7900
D/B Stadium Field

Campbell HS
5265 Ward Street
Smyrna, GA 30080
Lorenzo Floyd
678-842-6850
D/B Stadium Field

Osborne HS
2451 Favor Road
Marietta, GA 30060
Lisa Williams
770-437-5900
D/B Stadium Field

Pebblebrook HS
991 Old Alabama Road SW
Mableton, GA 30126
Mita Anderson
770-819-2521
D/B Stadium Field

McEachern HS
2400 New Macland Road
Powder Springs, GA 30127
Jimmy Dorsey
770-222-3710
D/B Track and Field

Wheeler HS
375 Holt Road
Marietta, GA 30068
Mark Trachtenbroit
770-578-3266
D/B Stadium Field

Kell HS
4770 Lee Waters Road
Marietta, GA 30066
Peter Giles
678-494-7844
D/B Stadium Field

Sprayberry HS
2525 Sandy Plains Road
Marietta, GA 30066
Timothy Crunk
770-578-3200
D/B Stadium Field

Hillgrove HS
4165 Luther Ward Road
Powder Springs, GA 30127
Charles Amica
678-331-3961
D/B Stadium Field

Harrison HS
4500 Due West Road
Kennesaw, GA 30152
Jerry Meuschke
678-594-8104
D/B Practice Field

Allatoona HS
3300 Dallas Acworth Hwy
Acworth, GA 30101
Benji Morrell
770-975-6503
D/B Stadium Field

North Cobb HS
3400 Highway 293 North
Kennesaw, GA 30144
Joseph Horton
770-975-6985
D/B Stadium Field

Huffman High School
950 Huffman Road
Birmingham, AL 35215
Mason Dixon
205-490-2210
Track and Field Construction

Scranton Prep - Convery
1000 Wyoming Ave.
Scranton, Pa 18509
Scott Gower
570 941-7737
D/B Practice Field

St. Josephs Catholic School
958 Epps Bridge Parkway
Athens, GA 30606
CJ Martin
706-543-1621
D/B Recreation Field

Saint Pius X
2674 Johnson Road NE
Atlanta, GA 30345
Tony Stephens
404-317-5653
Removal and Reconstruct Field

Home Plate Baseball
611 Hwy 74 South
Peachtree City, GA 30269
TJ Hannon
678-427-8184
D/B Baseball Field

City of Sugar Hill
Gary Pirkle Park
Sugar Hill, GA 30518
Andy McQuagge
770-616-5183
D/B Three Soccer Fields

Duncan Creek Park
3700 Braselton HWY
Dacula, GA 30019

Cemetery Field
211 S Cemetery Street
Norcross, GA 30071

Holy Spirit Prep
4820 Long Island Drive
Atlanta, GA 30242

Don Hafner
770-714-6166
D/B Parks and Rec Field

Bryson Park

5075 Lawrenceville Highway
Lilburn, GA 30047
Don Hafner
770-714-6166
D/B Parks and Rec Field

Harbins Park

2995 Luke Edwards Road
Dacula, GA 30019
Don Hafner
770-714-6166
D/B Parks and Rec Field

Loyalsock Twmsp. High School

1720 Sycamore Road
Montoursville, PA 17754
Gerald L. McLaughlin
570-326-6508 Ext. 1004
D/B Stadium Field Relocation

South Paulding High School

1364 Winn Road
Douglasville, GA 30134
Bob Flowers
678-576-5333
D/B Stadium Field

Paulding County High School

1297 Villa Rica Highway
Dallas, GA 30157
Bob Flowers
678-576-5333
D/B Stadium Field and Track

Rockdale County Schools

954 N Main St NW
Conyers, GA 30012
Adrew Lindsay
770-757-7067
Three Track and Field Reconstructions

Dyersburg City Schools

605 Lewis Avenue
Dyersburg, TN 38024
Bart Stowe

Don Hafner
770-714-6166
D/B Parks and Rec Field

Holy Innocents School

805 Mt. Vernon Highway
Atlanta, GA 30327
Ruth Donahoo
678-793-9229
D/B Practice Field

Rabbit Hill Park

400 Rabbit Hill Road
Dacula, GA 30019
Don Hafner
770-714-6166
D/B Parks and Rec Field

Tee's Recreation

707 Conshohocken Road
Conshohocken, PA 19428
Paul Toretta
610-834-0845
D/B Recreation Field

North Paulding High School

300 North Paulding Dr.
Dallas, GA 30132
Bob Flowers
678-576-5333
D/B Stadium Field

Dawson County Schools

28 Main Street
Dawsonville, GA 30534
Scott Morgan
678-710-5832
Stadium Field Construction

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071
Greg Swinks
678-591-7681
D/B Soccer Complex Const.

Hugh Mills Stadium

601 North Van Buren St
Albany, GA 31701
Eric Pastore

Rudy Tuchek
404-518-6467
D/B Recreation Field

Mt Vernon Presbyterian

471 Mount Vernon Highway
Atlanta, GA 30328
Mark Heiser
404-429-4210
D/B Stadium Field and Track

Scranton Prep - Loyola

1000 Wyoming Ave.
Scranton, Pa 18509
Scott Gower
570 941-7737
D/B Stadium Field and Track

Miami Dade County

11395 SW 79 Street:
Miami, Florida 33173
Dean Gaffney
305-596-4460 ext: 282
Removal and Reconstruct 2 Flds

Hiram High School

702 Virgie Ballentine Dr
Hiram, GA 30141
Bob Flowers
678-576-5333
D/B Stadium Field and Track

East Paulding High School

3220 East Paulding Drive
Dallas, GA 30157
Bob Flowers
678-576-5333
D/B Stadium Field and Track

Lakewood Stadium

70 Claire Drive Southwest
Atlanta, GA 30315
Bill Robinson
404-435-5741
D/B Stadium Field & Track Reno.

Fort Mill School District

2233 Deerfield Drive
Fort Mill, SC 29715
Joe Romenic

731-286-3610

Reconstruct Stadium Field

229-431-3308

Stadium Field Construction

803-548-2527

D/B Two Stadium Fields

Lexington 5 School District

1020 Dutch Fork Road

Irmo, SC 29603

Keith Major

803-476-8000

D/B Three Stadium Fields

Episcopal School

4455 Atlantic Blvd

Jacksonville, FL 32207

Andy Kid

904-396-5751

Stadium Field Construction

MVPS Lower School

471 Mt Vernon Highway NE

Atlanta, GA 30328

Bruce Morine

404-252-3448

D/B Recreation Field

Additional Track Construction Projects:

J. Birney Crum Stadium

2001-2025 W Linden St

Allentown, PA 18104

Rich Fain

610-398-0904

5mm Urethane FP Cap

Huffman High School

950 Huffman Road

Birmingham, AL 35215

Mason Dixon

205-490-2210

Urethane Basemat and Spray

Jackson County HS

1668 Winder Hwy

Jefferson, GA 30549

Bill Stewart

706-367-5003

Latex Resurfacing

Mt Vernon Presbyterian

471 Mount Vernon Highway

Atlanta, GA 30328

Mark Heiser

404-429-4210

10mm Urethane FP

Holy Innocents School

805 Mt. Vernon Highway

Atlanta, GA 30327

Ruth Donahoo

678-793-9229

Latex Resurfacing

Blessed Trinity HS

11320 Woodstock Rd

Roswell, GA 30075

Ricky Turner

678-873-0125

Urethane Basemat and Spray

Scranton Prep

1000 Wyoming Ave.

Scranton, Pa 18509

Scott Gower

570 941-7737

Urethane Resurfacing Spray

Conrad Weiser High School

44 Big Spring Road

Robeson, PA 19551

Brian Bingeman

717-302-3012

5mm Urethane FP Cap

Paulding County High School

1297 Villa Rica Highway

Dallas, GA 30157

Bob Flowers

678-576-5333

Urethane Basemat and Spray

Kell HS

4770 Lee Waters Road

Marietta, GA 30066

Peter Giles

678-494-7844

Urethane Basemat and Spray

West Virginia Wesleyan

59 College Avenue

Buckhannon, WV 26201

Barry Pritts

304-473-8040

10mm Urethane FP

Mount Paran Christian School

1275 Stanley Road

Kennesaw, GA 30152

Mitch Jordan

678-462-8231

Urethane Basemat and Spray

Cardinal O'Hara High School

1701 S. Sproul Road

Springfield, PA 19064

Chris Pastore

302 286-3982

Urethane Basemat and Spray

Hiram High School

702 Virgie Ballentine Dr

Hiram, GA 30141

Bob Flowers

678-576-5333

Urethane Basemat and Spray

East Paulding High School

3220 East Paulding Drive

Dallas, GA 30157

Bob Flowers

678-576-5333

Urethane Basemat and Spray

Subcontract Installations:

Deluxe Athletics has performed over 8,000,000 sq ft of subcontract turf installations as well. Our team has installed more turf in the state of GA than any other firm.

Reference Summary:

Deluxe Athletics has provided adequate design build and turf installation experience in an effort to demonstrate to the TIPS Review Committee our capabilities to provide superior products and service to TIPS members.

- **Firm's Key Staff Experience:**

It is requested that a summary of each employee in the process be outlined. The following section for "Proposed Project Staff" will highlight this section as well and will be called out appropriately.

The staff members who will be responsible for supporting TIPS Members will be as follows:

Chris Daniluk – President/Owner – Project Management

Daniel Griffin – VP of Operations – Project Management

Troy Meals – VP of Construction – Civil Construction Lead

Bill Langley or Will Helton – Site Superintendents, On-site Civil Construction Supervisors

Lynn Hunt or Steve Gonazalez – Synthetic Turf Supervisors, On-site Synthetic Turf Installation Supervisors

Frank DePaul – Frank is an ASBA certified builder and would oversee all track and tennis court construction as well as fencing and netting work.

Summary: The above are the main personnel that have worked together on the projects noted by Deluxe Athletics that would be involved with TIPS Member projects from start to finish. Their critical information follows as required and a company reference list for the projects noted is in the References section of the response.

Proposed Project Staff

- **Chris Daniluk – President**

As the President of the company, Chris is not only in charge of all operations, he is the direct link between the clients and his team. This is critical and beneficial to our clients for many reasons and will be especially evident in TIPS opportunities. There will be many items that will need discussion and final decisions in a timely manner to assure each project is built correctly and on time. With the President of the company working directly with TIPS members on all final design, contracting, and means for execution, the process will be streamlined as no other upper management or other parties will need to be consulted or referenced on decisions. All agreements can be made immediately and passed on to the Deluxe Athletics team in a manner that will not jeopardize quality or time. When something is decided on between our clients and Chris, it is executed to the letter by Deluxe Athletics. This is crucial to the success of any project. As you can see from his resume, Chris has been doing this his entire career with a very high level of success. Chris is not only a full time employee of

Deluxe Athletics but also the Owner and has been with the firm since its inception in 2004.

- **Larry Wall – Special Project Manager**

Larry is an excellent addition to the Deluxe Athletics team. He retired from Cobb County School District in April of 2016 and began working with Deluxe as a special project manager to assure that all our public school clients, especially those utilizing grant funding, have all items properly accounted for and documented. He brings a long history of facility construction experience that will be valuable not only to TIPS members, but to Deluxe Athletics as a whole.

- **Ray Bernabei – VP of Business Development**

Ray is the VP of Business Development for Deluxe Athletics and handles the growth of the business outside of the Southeast. Ray is the lead contact for Deluxe Athletics in regards to TIPS and handles all government purchasing agencies for Deluxe Athletics as well. Ray has been working with Deluxe Athletics since 2011.

- **Daniel Griffin – Vice President of Operations**

Daniel works at a high level hand and glove with Chris Daniluk, President of Deluxe Athletics, as well as with all upper management, site supervisors, and installation technicians. From contracting, design, submittals, and all necessary project documentation and standards, Daniel works to the letter and is always complete and comprehensive in all phases. He is the direct link from the projects inception and planning in the office and with our clients to transfer to the field for proper support and management of our onsite staff. Daniel is a full time employee of Deluxe Athletics and has been with the company since 2009.

- **Troy Meals - Vice President of Construction**

While being in charge of all field construction, Troy also handles the role of Senior Project Manager. While living in Temple, GA, he is certified by the American Sports Builders Association as a Synthetic Turf Field Builder and has the vast experience and knowledge to handle any type of field construction process. This is critical in any construction scenario as many different soils, storm water, and unexpected conditions can take place. Troy has built over 10,000,000 sq ft of fields in his career and is more than capable to properly handle any situation that may arise. With his knowledge of site construction, as well as his proficiency with

all specialty equipment required on projects, Troy can work in any situation and deliver quality results in a timely manner, both will be critical to this project. Troy is a full time employee of Deluxe Athletics and has been with the company since 2009.

- **Bill Langley – Project Superintendent**

Bill works directly with Troy Meals to execute all phases required for site construction. While being a skilled and experienced superintendent, Bill is also qualified to run any type of equipment necessary for proper site construction. With years of hands-on construction focused on synthetic turf bases, Bill's attention to detail to produce the desired results as a direct manager of all Site Technicians is critical to this process. Bill is a full time employee of Deluxe Athletics and has been with the company since 2009.

- **Frank DePaul – Head of Surfacing**

Frank has been in the sports construction industry for almost three decades. He has teamed up with Deluxe Athletics to launch "Deluxe Surfacing", the track and tennis division of the company. During his years of experience, Frank has become proficient in all site requirements, logistics, and standards required to create a successful project. Frank is certified by the American Sports Builders for track construction. Frank is a full time employee of Deluxe Athletics and has been with the company since 2012.

- **Will Helton – Project Superintendent**

Will works directly with Troy Meals and Bill Langley on the specific grading and drainage installation. Will is skilled with years of field experience to handle any possible scenario and equipment required for proper installation. Will is a full time employee and has been working directly over all our Site Technicians since 2009.

- **Lynn Hunt – Synthetic Turf Supervisor**

Over Lynn's time in the industry, he has had the opportunity to work with many different synthetic turf systems. He personally checks each run of turf at the manufacturing plant before it is sent to the site. He is proficient in all different styles of sewing and inlaying techniques and has years of experience on every machine required for an installation process. Lynn is a full time employee and has been working directly over all our Turf Technicians since 2009.

- **Steve Gonzales – Synthetic Turf Supervisor**

Steve is one of the most detailed and focused synthetic turf supervisors in the industry. He works hand and hand with Lynn Hunt on projects together as a team and with his own crew as necessary. Steve has been in the industry for over a decade and has worked on installations all over the country. His knowledge of installations standards is well above the industry norm. Steve is a full time employee of Deluxe Athletics and has a work ethic and quality performance that is second to none. He is a direct supervisor for all turf technicians and has been with the company since 2009.

- **Joe Bond – Controller**

Joe has an extensive background handling all aspects required for proper maintenance on company accounts and transactions. He works hand and hand with Chris Daniluk to assure that all vendors are paid in a timely manner as well as all tax obligations fulfilled. These are two very important aspects to not only perform a project properly, but to make sure that all liabilities are properly handled. Joe is a full time employee of Deluxe Athletics and has been with the company since 2010.

- **Derek Stegall – Customer Service Manager**

Derek has been with Deluxe Athletics for over six years. As a former Georgia Tech Football Player he knows the importance of safe, properly kept facilities. As the company has grown, the need to have a full time staff member dedicated to customer service became prevalent. Derek is very meticulous, and is always proactive with our clients scheduling their maintenance sessions around their schedules. Derek will be involved with TIPS members as part of the aftercare and maintenance program and is dedicated to all warranty work required.

- **Site, Turf, and Track Technicians**

All site, turf, and track technicians work for and report directly to the project superintendents. Machine operators are all required to take safety training and main personnel on your site will have a minimum of 15 projects worth of experience. All site technicians are hourly employees though they are well seasoned and typically work an average of 40 weeks per year which keeps a strong experienced labor force at Deluxe Athletics. The core labor force which we employ has been with the company for hundreds of successful projects together.

Summary:

Deluxe Athletics is a team by every sense of the word. We have all been working together for a long time and you will not find a more cohesive, customer oriented unit. Our company structure does not utilize all subcontractors which gives our clients piece of mind that experienced professionals are working on their sites from start to finish. TIPS members will receive the desired end results that they deserve because we will not settle for less.

The Deluxe Advantage

The purpose of this section of the document is to isolate and highlight the advantages that exist for TIPS members in working with Deluxe Athletics as their long-term partner to successfully complete their athletic facility construction process.

- 1. Hands On Construction Management:** 100% of the construction process will be managed by Deluxe Athletics own approved personnel, all with years of field experience. All specialty equipment on site will be owned and operated by hand selected individuals approved by the President of the company, Chris Daniluk. While most organizations will sub contract the majority of the project out, Deluxe Athletics will be involved from the time the first shovel is put in the ground through completion and after.
- 2. Regional Representation:** Deluxe Athletics has regional offices in both the northeast and southeast and can get to any of our project sites within one day's drive.
- 3. Range of Products to be Bid:** Deluxe Athletics has intimate knowledge of all athletic construction systems, manufacturers, and installation techniques that can be provided for TIPS Members projects. We remain at your service for any consultation on any system and their benefits as we have worked with each major turf and track vendor.
- 4. Construction Vs. Manufacturing:** Manufacturers are based on volume and numbers. With many different choices, at the end of the day, all that is desired is building product. This is a construction project first and foremost and Deluxe Athletics is the only general contractor that self performs a significant portion of this specialty field work with our own personnel. People build projects and TIPS members' will be properly priced to provide first class facilities at a budget friendly cost. Everything required to build your facilities and ancillary items is included.
- 5. Maintenance Program:** Our in house maintenance service is included for eight years as part of the warranty.
- 6. Experienced Management Team:** The Deluxe Athletics management team that will be on your site has over a combined 120 years of direct industry experience.

- 7. Experienced Craftsmen:** The Deluxe Athletics installation staff has the capabilities and certification to complete each project professionally, above and beyond the expectations of the respective TIPS members.
- 8. Warranties:** Deluxe Athletics provides an eight-year warranty on the synthetic turf base, which is above and beyond industry standard one year, and an 8-year third party insured warranty on the proposed synthetic turf systems as required by the Synthetic Turf Council.
- 9. Extra Material:** Deluxe Athletics will provide for both a Material Library and a Repair Tool Box for any type of installation.
- 10. Client References:** Deluxe Athletics has an impeccable reputation with our clients. We included some reference letters and can provide much more detail as requested.
- 11. Certifications:** Deluxe Athletics is certified by the American Sports Builders for Tracks and Fields as well as a licensed General Contractor in several states.
- 12. Installation Track Record:** Deluxe Athletics has always completed our projects within the allotted days and within budget. With the tight time frame that may be required for your construction projects, we always provide a schedule that is suitable to complete items in a timely manner based on your availability schedule without sacrificing quality for speed.

Deluxe has outlined the many value added advantages it offers to TIPS members in detail throughout our information submitted, this document is merely provided as a quick reference tool to highlight some of the various elements we feel would make Deluxe Athletics an excellent choice for the successful award for TIPS RCSP 170205 contract.

Georgia GC license



ASBA Certification



Frank DePaul



Summary: Deluxe Athletics has proper training and certifications with in house staff to properly complete turn-key athletic facility renovations for TIPS members.

Workload / Financial Information

Deluxe Athletics current work in progress is as noted below:

- Atlanta Public Schools – Atlanta Metro Area: \$3,213,303.25 in 3 contracts for site work, running track renovations and conversion from natural grass stadium fields to synthetic turf. Sites include BEST Academy, Coretta Scott King and Douglass High School.
- DeKalb County, North DeKalb Stadium - \$1,999,125.00 contract for stadium facility renovations including synthetic turf field installation, site work, lighting, stadium bleacher renovations, and track surface improvements.
- Wallenpaupack High School – Hawley, PA: \$740,838.00 contract for removal and replacement of multiple fields to take place in the summer of 2017.
- FieldTurf – Calhoun, GA: \$4,475,032.75 in subcontracts to be completed for site and turf installations between the Winter and Summer of 2017.

Deluxe Athletics is currently in negotiations on several other projects, but has a total value of work under contract for the remainder of 2017 with a total of: ~\$10,000,000.00 and ~\$6,000,000.00 pending

Provide Current Bonding Capacity:

Deluxe Athletics has a \$25,000,000.00 aggregate bonding capacity which is underwritten by United States Surety Company.

Provide Current Value of Bonded Work:

As of this point, Deluxe Athletics currently has ~\$3,200,00.00 of bonded work under contract for 2017.

Financial Information:

We can provide letters of reference from our CPA, as well as the major vendors that would be involved in construction projects for TIPS members. As you will see, the company is in good standing and is, as well as never has been, in financial stress or threat of bankruptcy. The upper management team has stayed intact and will remain in place.

Summary: Deluxe Athletics can properly adjust the work load of projects to provide 100% customer satisfaction to TIPS members as well as have the necessary financial means and vendor relationships to finalize any size project.

Design/Site Construction Information

The purpose of this document is to narrate the design/build capabilities that Deluxe Athletics offers as a service to the TIPS member network. In addition to the physical construction of the facilities and post construction management, Deluxe Athletics can assist with the planning and design process as well.

Design

General

Deluxe Athletics will engage with a State Specific Licensed Firm hired by the TIPS Member, to provide all survey, engineering, storm water management, land planning and other special items required for permits to work with the TIPS member. Deluxe Athletics will assist in the independent Design Engineer in developing solutions to build the desired facility for the TIPS Member.

Topographic Survey Specifications

All the topographic survey specifications and drawings should be completed as required for proper design. The intervals should be a maximum of 2' contour intervals, with no more than 50' spacing, and any ground spot elevations should be to the nearest tenth of a foot. The survey should include the playing fields and surrounding areas including obstructions and limitations. All existing improvements including but not limited to walls, fences, walkways, curbs, gutters, paved areas, swales, etc should be indicated in the drawings, survey information and appropriate specifications. Any existing storm drainage systems should be provided with invert elevations, applicable sizing and material type of pipe.

Track and Field Layout Requirements

Deluxe Athletics will be responsible to evaluate all third party survey information with the owner's representatives. All Survey requirements and CAD drawings should be completed and certified by a state specific licensed engineer. All items for design will be discussed and approved with the TIPS member.

Partial List of Drawings to be Provided for Discussion and Planning per project

Color drawing – illustration with lines and layouts for discussion

Basic Site grading plan

Drainage Plan

Erosion Control Plan

Perimeter Details

Goal post details and event details

Associated Design Details

Track and Field Event requirements

Modification to the design criteria

Deluxe Athletics acknowledges that design modifications might become necessary; the approval for the final design will be left to the TIPS members'

representatives with recommendations from Deluxe Athletics and the State Licensed engineer.

Site Evaluations

Deluxe Athletics will complete all site evaluations as requested. These evaluations will be necessary for us to provide the TIPS member with comprehensive budget proposals as requested. The Deluxe proposal that will be provided will clearly outline the various pricing and options in a no nonsense approach that should guarantee the TIPS member the successful completion of the desired facility upgrades with no surprises and/or additional costs.

Erosion Control

All proposals submitted by Deluxe Athletics will include all necessary erosion control measures that will be required per project.

Excavation

All proposals submitted by Deluxe Athletics will meet or exceed all of the requirements per site. Basic standard practices are outlined below:

- Maximum Slope of 0.5%
- Grass & topsoil to be stripped & remove/stockpiled for use as select-fill, benchmark established
- Geotechnical Engineer to approve the use of any select-fill
- Compaction must be within 90% - 120% range of optimum
- Minimum of 95% of the maximum density
- Sub grade tolerance of +0 to -1/2"
- Proof Roll to be performed in the presence of a Geotechnical Engineer
- Construction of the perimeter drainage trench and drainage collector
- Perimeter curb shall be a minimum 8" by 8", 3000 psi, and provided for turf attachment and track separation (alternate edge details and drainage options for the tracks have been highlighted)

Under Drain System

The proposals submitted by Deluxe Athletics will meet and/or exceed all of the specifications and requirements of a proper Under Drain System.

Permeable Liner

- The Deluxe Athletics proposal meets these requirements

Field Composite Drains – multi flow 1" by 12" or equal on 25 foot centers, trenched in to the subgrade

- The Deluxe Athletics proposal meets these requirements

Perimeter Collector Drains

- 10" OD Double Wall Perforated Plastic Drainage Pipe
- Min 2" clean stone at bottom
- Min 4" clean stone on sides, and min 6" on top
- The Deluxe Athletics proposal meets and/or exceeds these requirements

Aggregate Layer for the Turf System

The Deluxe proposals submitted will meet and/or exceed all of the requirements of a standard base system, including but not limited to the compaction requirement of a minimum density of 90%, as well as the typical aggregate gradation specification and blends as listed.

Properties and Installation of permeable processed stone

Moisture Content

- The Deluxe Athletics will manage the moisture content as required

Handling and placement

Grade Tolerance of +0" to -1/4"

Elevations does not exceed a maximum deviation from grade of +0" to -1/4" in ten feet (10')

Grading and levelling will be performed with a Laser Grader

Compaction and Planarity

Proof Roll with Static drum-type roller of not less than five (5) tons weight

Surface will not deviate more than ¼" in 10' in any direction

Testing

No standing water allowed

Planarity and elevation will be verified by a licensed surveyor as retained by the City of Atlanta

Completion and Sign Off

The Field Project Manager must sign off and approve all site work and submit to site contractor and the City of Atlanta's representative verifying compliance and acceptance of the completed work

Layout and Setting

The Deluxe Athletics proposals will meet all the requirements as required for a standard field construction.

All rolls will be 15 feet wide

Every Roll will stretch across the field – no head seams

All lines that run the expanse of the rolls will be tufted

Every five yard lines will be tufted as required

Sideline rolls will be perpendicular and have the sidelines tufted in

The attachment of all the panels will be sewn

Seam will incorporate thread that is manufactured and treated to ensure its tensile strength for eight years, proven for outdoor field use. The seams will be constructed as incorporating a mechanically produced locking stitch

All inlaid lines, markings and logos will be shaved or cut-in through the entire thickness of the completed turf material – depending on the manufacturer's requirements

All inlaid lines, numbers, hash marks, markings and logos will be clearly marked on the appropriate drawings in each field requested.

Upon award the turf vendor shall submit per site the shop drawings to include color samples and logo designs for review and approval by the City of Atlanta's representative.

Maintenance Equipment and Repair with Site Evaluations

Deluxe will provide the manufacturer's recommended groomer and sweeper for each field project.

Representatives from Deluxe Athletics always conduct three required Operational Meetings with the TIPS members' Project Manager. A meeting will be scheduled before site construction, after base completion, and after turf completion. The same meetings take place for track start, base, and completion. Deluxe Athletics has created three Operational Systems Checklists and can review with the customer before award as needed to verify all lights, scoreboards, and utility function on existing sites.

Included in the Deluxe Athletics proposals will be the required Access and Egress protection. The proposals from Deluxe Athletics will provide and include for the replacement and/or repair of any and all damage areas, including but not limited to fencing, hardscape, new sod in any grass areas.

NOTE: The Deluxe Athletics proposals will provide for maintenance assistance of all the fields during the entire warranty period. The Deluxe Athletics proposals will always provide an 8 Year Warranty on all turf systems. Although each of the fields will have full repair support, it is a Deluxe Athletics policy to provide the following list of materials and/or tools to each project we successfully complete.

Material Library:

Deluxe Athletics will include as part of our proposals, the material necessary to set up a Turf Material Library. The Turf Material Library will include: (At Minimum)

- ☐ One 15' by 15' piece of the actual green material used to install the field (Field Green).
- ☐ 165 feet of White Line material (White).
- ☐ 165 feet of Yellow Line material (Yellow).
- ☐ 2000 pounds of rubber infill material

Chris Daniluk – President

Deluxe Athletics LLC

80 Scott Drive

Marietta, Georgia, 30067

Phone: 678-560-5336

Fax: 678-560-5354

Email: chris@deluxeathletics.com

Cell Phone: 678-982-3572 (preferred method for immediate contact)

Exceptions/Deviations to the General Terms and Special Terms and Conditions

Freight – As the product volumes offered in this RFP response will vary significantly from project to project and based on particular facility design, and the locations for delivery could vary greatly, it is not realistic to place a delivery price that would accurately blanket all potential delivery locations included within our RFP response for any of these products. Freight charges can be provided upon request for each purchase opportunity by TIPS members.

Shipments – Artificial turf athletic fields, running tracks, tennis courts and natural grass fields are manufactured on a custom (made to order) basis and as such will likely take longer than 5 days to manufacture and ship from receipt of order. Additionally, the customer may request ship dates further out than 5 days based on their schedule as the manner in which these materials are received requires certain equipment and the process in which it's unloaded and staged is critical to the construction process. It is not realistic that a TIPS member would want to have this material inventoried on their site for longer than necessary.

Invoices/Payments – As the nature of this business is longer term construction oriented, progress payments are a standard and would be negotiated with the TIPS member on a case by case basis. Most synthetic turf athletic field/track construction project orders will be in excess of \$300,000.00 and as such, will require progress payments to ensure neither party is ever exposed more than what is agreed to.

Services – Most projects falling under the scope we are requesting for approval will require contracts above the listed limits requiring payment and performance bonds. Deluxe Athletics includes a 2% cost of contract be added to the contract bottom line which is NOT included in the pricing listed here. Any requirements for bonding will require an additional 2% added to the prices listed on this RFP response.

Scheduling of Projects – As the construction of an artificial turf athletic field can take up to multiple months, and is weather dependent, the scheduling will be coordinated with the TIPS member to allow for weather postponements, acts of God, etc.

Mobilization – Mobilization fees have not been included in our RFP response as the conditions specific to each project will vary greatly. Variables include but are not limited to distance/location, type of equipment required for mobilization, number of mobilizations, etc.

Estimating – Deluxe Athletics has developed an internal estimating program and process that is particular to our products and scope of work. We currently do not subscribe to a commercial software program nor have we found one that satisfies our particular needs for properly estimating the scope of work that we provide our clients. For example, in researching RS Means, their software program and product catalogue does not include on synthetic turf system that we quote and provide and it is missing industry standard drainage components as a product listing.

CFB-S
AMERICAN
SPORTS BUILDERS
ASSOCIATION
CERTIFIED FIELD BUILDER - Synthetic Turf

**AMERICAN
SPORTS BUILDERS
ASSOCIATION**

*Through Its Certification Board
Has Conferred Upon*

Troy Meals

The Designation

CERTIFIED FIELD BUILDER - Synthetic Turf

FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF FIELD CONSTRUCTION AND
FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

*In witness whereof we have set our hands on
this 8th day of December, 2011.*

Certification valid for a period of 3 years.



Executive Vice President

Paul S. Wright
Certification Chairman

Dear TIPS Review Committee,

We truly appreciate the opportunity to renew/be approved again for RCSP 170205 Synthetic or Natural Sports Fields, Courts or Tracks (JOC) with The Interlocal Purchasing System. As a current TIPS awarded vendor, we've been fortunate to secure more than \$2,000,000.00 in athletic facility construction contracts through our TIPS contract over the previous 2 years. Currently we have more than \$5,000,000.00 in potential opportunities that we intend to utilize our TIPS contract if awarded again through this RCSP.

Deluxe Athletics has been successfully completing design/build athletic facility construction projects for more than 13 years for clients ranging from Municipal Parks and Recreation to NFL and MLS professional organizations and everyone in between. In 2016, Deluxe Athletics completed a turn-key facility renovation for a public school district in PA for more than \$1.75 million through TIPS and we have another contract for greater than \$700,000.00 through TIPS which will be built beginning this June.

Our organization has been built based on providing unparalleled products and service to our clients from original design development through finished construction and for the life of warranty and beyond. Our commitment to ethical and professional character extends beyond just our clients to our vendors, sub-contractors and peer organizations like TIPS. We're extremely proud of our reputation and are certain you'll find our credentials impeccable from bonding and insurance to vendors and sub-contractors all the way through end-users.

We hope that the information submitted through ION Wave and additional attachments demonstrate to the TIPS Review Committee that Deluxe Athletics is an outstanding candidate for renewal of this important contract. Thank you for the opportunity to take part in this RFP process and please don't hesitate to contact us with any questions regarding our response or our company.

Very truly yours,

Ray Bernabei
Vice President Business Development
Deluxe Athletics



STERLING

RISK ADVISORS

January 23, 2017

**Re: Deluxe Athletics, LLC
Surety Reference Letter**

To Whom It May Concern:

United States Fire Insurance Company has the privilege of providing surety bonds for Deluxe Athletics, LLC. During our relationship, we have had the opportunity to observe outstanding performance. We consider Deluxe Athletics to be one of our most valued surety clients. In our opinion, the company is properly equipped, capably staffed, and very well financed. It has been our privilege to extend surety credit on numerous projects with a willingness to consider single projects in excess of \$5,000,000 within an aggregate program of \$15,000,000. United States Fire Insurance Company has always responded favorably to any bond request made by Deluxe Athletics and we are confident they can complete whatever project they choose to undertake.

Subject to a satisfactory underwriting review and proper review of contract details, United States Fire Insurance Company anticipates no problem in being able to continue to provide for the surety needs of Deluxe Athletics, LLC in whatever instances they might require. This includes the issuance of final bonds for the above reference project. Any arrangement for bonds is a matter between United States Fire Insurance Company and Deluxe Athletics, LLC and we assume no liability to third parties if for any reason bonds are not executed.

United States Fire Insurance Company has a Best Rating of "A" "Excellent" and a Treasury Limit of \$117,795,000 as reported in the July 1, 2016 edition of the Federal Register.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every possible consideration.

Sincerely,


Brian Perry
Attorney in Fact

DELUXE ATHLETICS

The Deluxe Athletics 8 x 8 x 8 Full Coverage Warranty Program

There are specific requirements for the warranty of the synthetic turf system that should be mandatory to provide all clients. On top of the turf requirements which should be standard in the industry, Deluxe Athletics provides a warranty on the base work and the installation for a period of 8-years, regardless of the manufacturer, which no other company in the industry matches as they typically subcontract the site work and or installation out to the lowest bidder.

- **Base Warranty – 8 Full Years**

Deluxe Athletics unlike most companies, who only warranty their base work for one year, sees the field as a partnership throughout the life of the field. We guarantee our site work the same amount of time as the synthetic turf.

- **Installation Warranty – 8 Full Years**

Deluxe Athletics has included our warranty information for the installation procedure.

- **Synthetic Turf Warranty – 8 Full Years**

Deluxe Athletics includes the warranty information on the systems presented to each client and reviews all language to assure it meets the specifications for the project. Only products with proper third party coverage will be presented for consideration.





STATEMENT OF SURFACING WARRANTY

Deluxe Athletics shall warrant the track surface installation against faulty materials or workmanship for a period of five (5) years from date of acceptance by XYZ School District. Any defects occurring within the warranty period shall be promptly repaired, upon written notification at no cost to the owner.

Defects caused by abuse or misuse, migrating free water, vehicles, acts of God, design defects and / or deficiencies in the asphalt / concrete base, or existing surface shall not apply. Furthermore, damages caused by vandalism, neglect and lack of proper maintenance shall not be a part of this warranty obligation. Maintenance guidelines have been provided for warranty conditions.

This warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available under this warranty, and all other remedies or recourses that might otherwise be available are hereby waived by the owner. Deluxe Athletics will have no other obligations or liability for damages arising out or in connection with the use or performance of the product including but without limitation, damages for personal injury or economic losses. Deluxe Athletics disclaims liability for incidental and consequential damages for breach of any express or implied warranty, including any implied warranty of merchantability, with respect to the product.

This Warranty constitutes Deluxe Athletics entire obligation. Any and all other prior written or oral agreements or drafts of agreements between the parties pertaining to the subject matter of this Warranty are superseded by this document and of no force and effect and may not be used as evidence in the interpreting of the provisions of this Warranty.

Date of Substantial Completion: ____/____/____

Approved and Accepted:

Deluxe Athletics:

By: _____

Date: _____

Printed: _____

DELUXE ATHLETICS

Guideline: Track Surfacing Systems

Maintenance USE OF RUNNING TRACK

When athletic events are held on the running surface, the athlete shall wear a shoe corresponding to the respective sports. Shoes with spikes greater than 6mm should not be worn on the track. Spike use on latex tracks recommended only for competition. Non-soluble color markings are not permitted. A running track should only be driven on in an emergency situation. Maintenance vehicles must use extreme care when crossing the track.

CARE OF TRACK

A covering is recommended at the vehicle crossing as well as at the crossing for the athletes to the infield. Particular care must be taken so the vehicles do not have leaks that would drop oil, grease, diesel, gas, and other solvents onto the surface. All lawn moving decks are to be raised and the blades taken out of gear. Avoid making sharp turns and abrupt starts and stops.

CLEANING

The track surface should be checked and cleaned on a regular basis. The kind and extent of cleaning depends on various external influences. Some influences are weather, air pollution, dust and dirt, amount of usage, etc. The cleaning of the track surface can be carried out with power scrubbing machines or other washings implements. Power air blowers may be used as well as high pressure water hoses. A mild chemical cleaner can be used to assist in the removal of stains from grease, oil, etc. Make sure that after the chemical cleaning that no residue remains on the surface.

REPAIRS

Minor repairs can be made to the track surfacing by consulting directly with Deluxe Athletics Major repairs should be done only by Deluxe Athletics or approved installer.