

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 TIPS 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.
-

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 Hellas Construction, Inc.

Address 12710 Research Blvd., Ste. 240

City Austin State TX Zip 78759

Phone 512-250-2910 Fax 512-250-1960

Email of Authorized Representative rhawley@hellasconstruction.com

Name of Authorized Representative Reed J. Seaton

Title President and CEO

Signature of Authorized Representative 

Date 3/16/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

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
Bid Type	RFP			Telephone
Issue Date	2/2/2017 08:01 AM (CT)	Floor/Room		Fax
Close Date	3/17/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	Email
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Hellas Construction, Inc.
Address 12710 Research Blvd., Ste. 240

Austin, TX 78759
Contact Ruth Hawley
Department
Building
Floor/Room
Telephone (512) 250-2910
Fax
Email rhawley@hellasconstruction.com
Submitted 3/17/2017 02:57:33 PM (CT)
Total \$0.00

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

Signature Jack Adams

Email jadams@hellasconstruction.com

Supplier Notes

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?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
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.)	Hellas Construction is the first choice of school districts, universities and parks and recreation departments nationwide. No matter the project, Hellas delivers on time, every time, for every client. Hellas leads the sports construction industry by manufacturing and installing the best synthetic turf, track systems, and court surfaces, with precise quality and long-term durability, while always keeping the safety of students and athletes in mind. Hellas can handle all aspects of your project, including design, management, and construction. One source means effective management of the financial investment, streamlined construction schedules, quicker turnaround, higher quality outcomes, clear roles and accountability, and value-added features. When combined with Hellas' knowledge, experience, and reputation in sports construction, projects are more efficient and cost-effective. Hellas has its own fleets of construction equipment and experienced crews to complete every project. Hellas is changing the sports industry by giving more schools, universities, and organizations, both big and small, a first class sports destination.
6	Primary Contact Name	Primary Contact Name	Ruth Hawley
7	Primary Contact Title	Primary Contact Title	Cooperative Services Coordinator
8	Primary Contact Email	Primary Contact Email	rhawley@hellasconstruction.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512-250-2910
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512-250-1960
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512-809-9509
12	Secondary Contact Name	Secondary Contact Name	Jack Adams
13	Secondary Contact Title	Secondary Contact Title	VP, Estimating
14	Secondary Contact Email	Secondary Contact Email	jadams@hellasconstruction.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5122502910
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5122501960
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512785-9516
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ruth Hawley
19	Admin Fee Contact Email	Admin Fee Contact Email	rhawley@hellasconstruction.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5122502910
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ruth Hawley
22	Purchase Order Contact Email	Purchase Order Contact Email	rhawley@hellasconstruction.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512-250-2910
24	Company Website	Company Website (Format - www.company.com)	www.hellasconstruction.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	270074538
26	Primary Address	Primary Address	12710 Research Blvd., S.te. 240
27	Primary Address City	Primary Address City	Austin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	78759
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, jogging track, tennis court, stadium, sport surfacing, athletic playing surfaces, football field, baseball field, soccer field, fieldturf, field turf, astro turf.
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?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
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.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 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; 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; 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.	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	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 You may find the Blank CIQ 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/CIQ.pdf Do you have any conflicts under this statutory requirement?	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? Yes

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	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
----	-------------------	---	--------------

71 Acts or Omissions Explanation of No Answer

72	Contract Governance	<p>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.</p>	Yes
----	---------------------	---	-----

73	Payment Terms and Funding Out Clause	<p>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.</p> <p>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.</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
----	--------------------------------------	---	-----

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)

<p>75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>76 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- 77 Solicitation Exceptions/Deviations Explanation 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.
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.
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.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation 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.

Line Items	
Response Total:	\$0.00

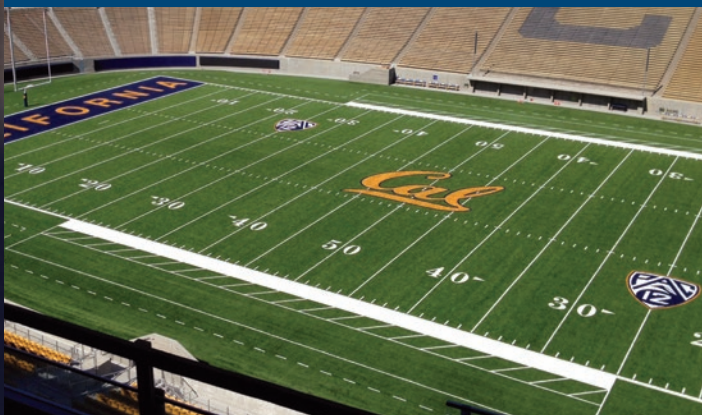
REFERENCES

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
Allen ISD, Texas	Steve Williams, Director of Athletics	steve_williams@allenisd.org	972-727-0437
Rockwall ISD, Texas	Russ Reeves, Director of Athletics	russ.reeves@rockwallisd.org	903-229-2449
Sunnyvale ISD, Texas	John Settle, Athletic Director	john.settle@sunnyvaleisd.com	972-203-4600
Mansfield ISD, Texas	Philip O'Neal, Athletic Director	misdathletics@misdmail.org	817-276-5200
Garland ISD, Texas	Cliff Odenwald, Director of Athletics	codenwald@garlandisd.net	972-494-8588
San Elizario ISD, Texas	George Luevano, Director of Support Services	gluevano@seisd.net	915-872-3980 ext. 3491
Wichita ISD, Kansas	Chris Schaeffer	cschaeffer@usd259.net	316-807-3906
University of Texas	Travis Hilterbran	t.hilterbran@austin.utexas.edu	512-471-6045

matrix[®]TURF



MATRIX[®] TURF

Matrix Turf is used by a wide range of clients - big and small - from professional football teams like the Dallas Cowboys to Division 1 Universities and K-12 school districts. This highly favored turf consists of more fibers, less infill, and is made up of 2 different blade sizes and fiber colors that create a more natural looking surface with enhanced playability. This product's quality, performance, longevity, and aesthetics are unmatched.

The new Helix feature is applicable to Matrix Turf.

HELIX
Shape Memory Technology^(SMTM)



matrix[®]TURF

PILE WEIGHT: 42-46 OZ./SQ. YD

PILE HEIGHT: 1.75" - 2.5"

TURF FIBERS: 8, MONOFILAMENT

BLADE SHAPE



COWBOYS STADIUM - Arlington, TX // MATRIX TURF + SOFTTOP[®] ROLL-UP-SYSTEM

matrix[®]TURF

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:

- ★ AT&T STADIUM
- Cal UNIVERSITY OF CALIFORNIA-BERKELEY
- Eastern ILLINOIS UNIVERSITY
- BU BAYLOR UNIVERSITY
- H HERMISTON HIGH SCHOOL



MATRIX TURF

Matrix[®] Turf uses high-quality, durable materials that give fibers a natural look and feel – providing a soft and strong surface. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



REALFILL

This infill option features a leveled layer of clean, dust-free SBR granules that completes the REALFILL[™]. The unique shape minimizes splashing and shifting.



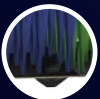
PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



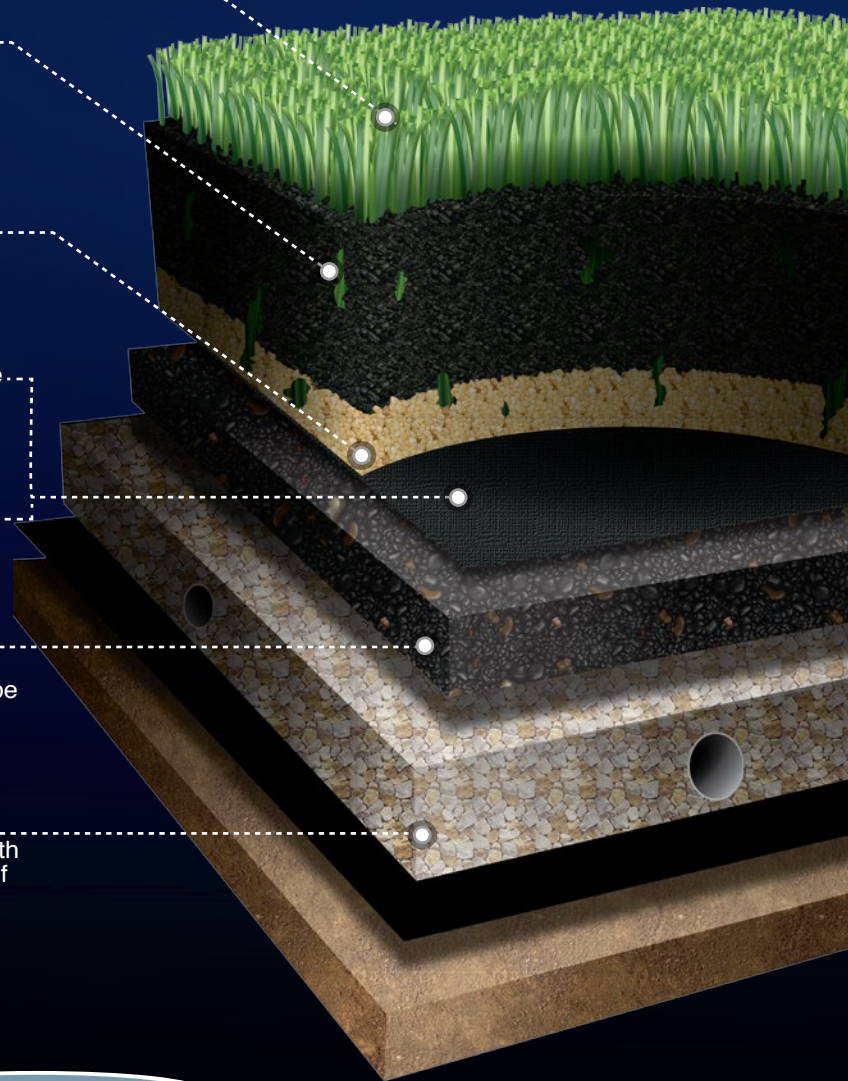
CUSHDRAIN

An optional CUSHDRAIN[®] elastic layer maintains the systems G-max, extends durability, and may be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



matrix[®]TURF

BASEBALL/SOFTBALL



MATRIX[®] BASEBALL/SOFTBALL

The Matrix Turf Baseball/Softball surface maximizes ball-roll, bounce, and playability. Our turf also eliminates bad hops, which is crucial for consistency of play on any baseball/softball field. The combination of artificial grass pile height and different blade sizes create an easier surface for sliding that is similar to natural grass. The durability will keep high traffic areas as good as new for years to come. This synthetic turf also allows athletes to have confidence in any kind of weather while reducing cancelled games and practices. Matrix Baseball/Softball turf comes in several color options to add your team's unique design to your field.

The new Helix feature is applicable to Matrix Turf Baseball/Softball.



matrix[®]TURF

BASEBALL/SOFTBALL

PILE WEIGHT: 42-46 OZ./SQ. YD

PILE HEIGHT: 1.75" - 2"

TURF FIBERS: 8, MONOFILAMENT

BLADE SHAPE








matrix[®] TURF

BASEBALL / SOFTBALL

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:

-  UNIVERSITY OF ARKANSAS LITTLE ROCK
-  HILLSBORO HOPS RON TONKIN FIELD
-  QUIKTRIP PARK
-  BAYLOR UNIVERSITY
-  UNIVERSITY OF KANSAS



MATRIX TURF

Matrix[®] Turf uses high-quality, durable materials that give fibers a natural look and feel – providing a soft and strong surface. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



GEO PLUS INFILL

Geo Plus is an all-organic infill solution that has been proven to reduce field temperatures at least 40°F and plays similar to a natural grass field.



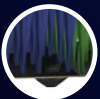
PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



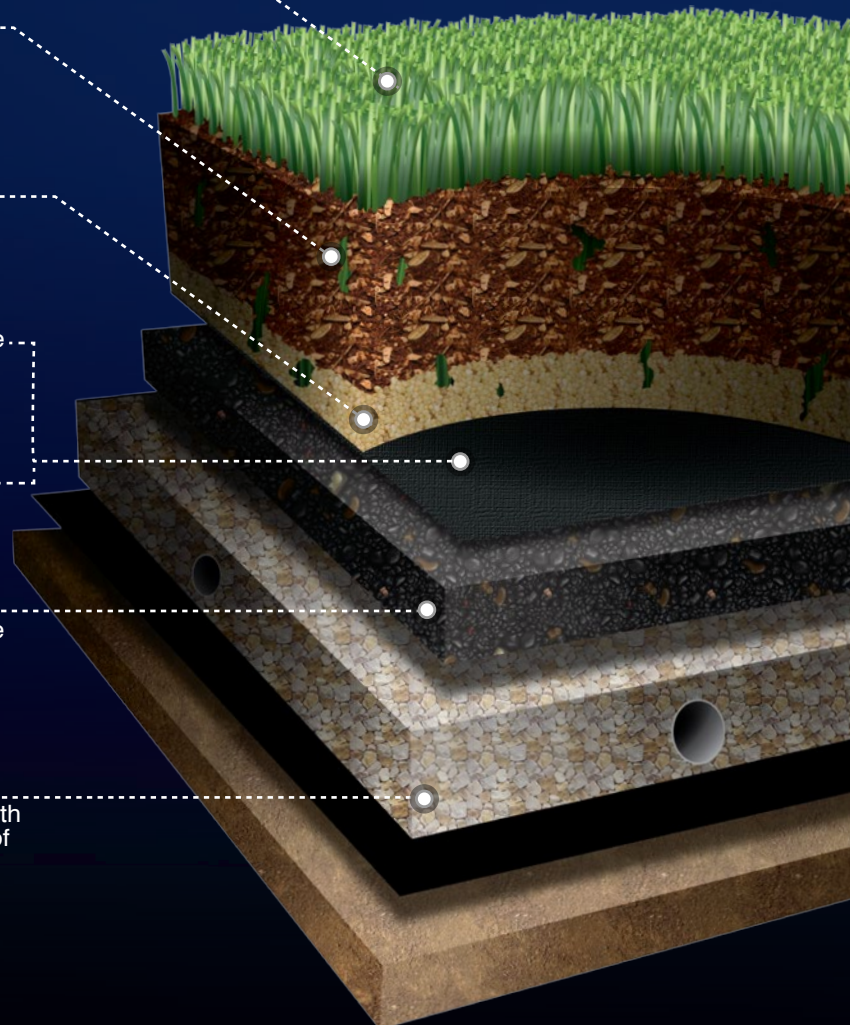
CUSHDRAIN

An optional Cushdrain[®] elastic layer maintains the systems G-max, extends durability, and can be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



matrix[®]REAL



MATRIX[®] REAL

Matrix Real has a varied texture that makes it superior for the specific needs of a quality soccer field. The polyethylene fibers come in 3 different colors and shapes (eclipse, arc, and diamond) that resemble natural blades of grass and have been specifically designed to encourage blade recovery. The olive and sports green yarn colors are stitched using alternate needles to give a more natural appearance.



matrix[®]REAL

PILE WEIGHT: 42-46 OZ./SQ. YD

PILE HEIGHT: 2"-2.25"

TURF FIBERS: 9, MONOFILAMENT

BLADE SHAPE



matrix[®]REAL

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:



CAROLINA SPORTSPLEX



ROMEOVILLE ATHLETIC CENTER



WESTON SOCCER RINK



FALCON HIGH SCHOOL



EAST CENTRAL HIGH SCHOOL



MATRIX REAL

Matrix[®] Real uses high-quality, durable materials that give the fibers a natural look and feel – providing a soft and strong soccer field. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



GEO PLUS INFILL

Geo Plus is an all-organic infill solution that has been proven to reduce field temperatures at least 40°F and plays similar to a natural grass field.



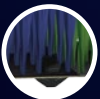
PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



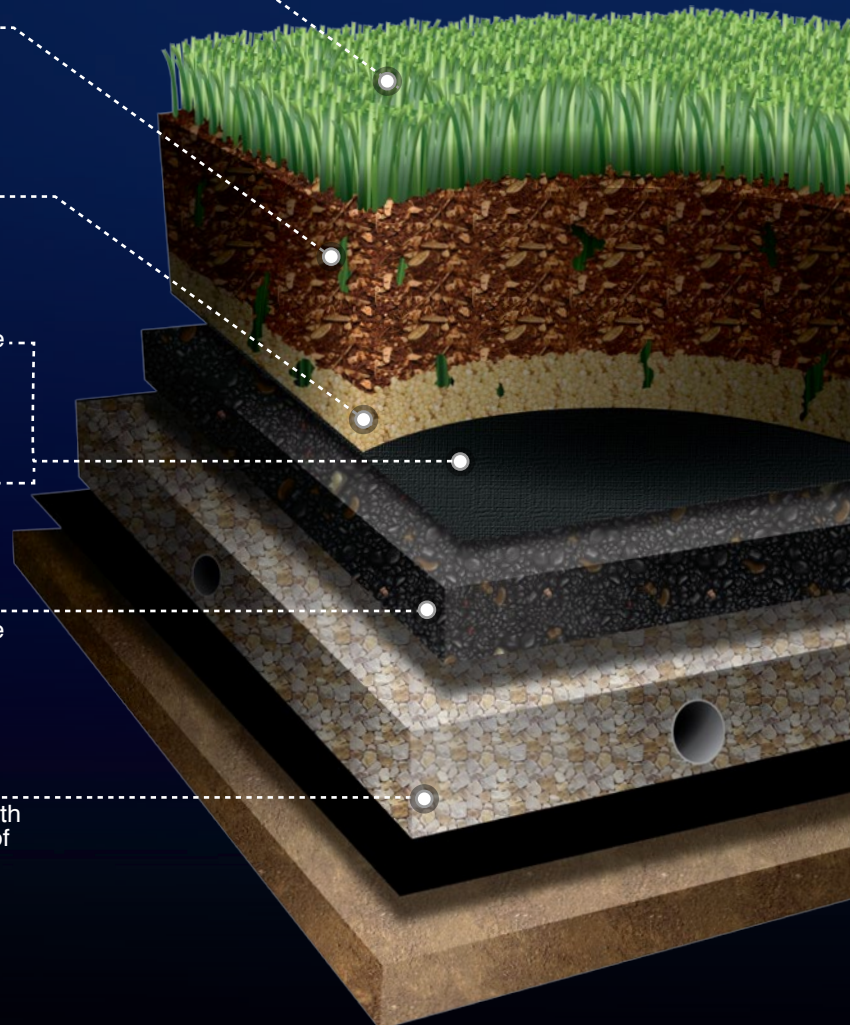
CUSHDRAIN

An optional Cushdrain[®] elastic layer maintains the systems G-max, extends durability, and can be utilized for several turf life-cycles.

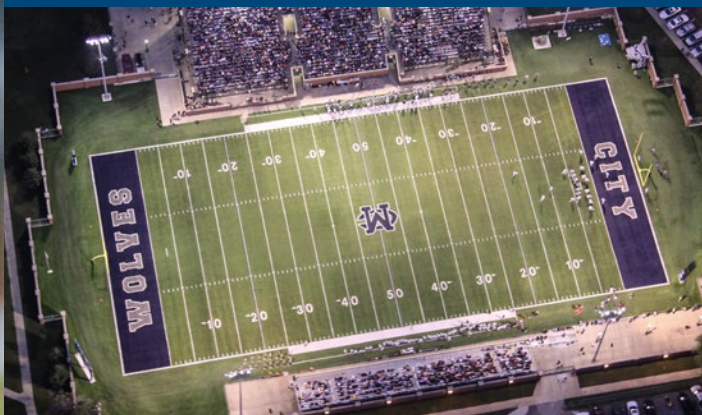


DRAINSTONE

The foundation for every Matrix Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



FUSIONTM



FUSIONTM SYNTHETIC TURF

This product is comprised of slit-film and two-color monofilament fibers. This unique blend results in an excellent and attractive multi-purpose synthetic playing surface. The fiber combination in Fusion is designed to withstand high use and heavy foot traffic, and is the perfect choice for facilities seeking a safe and playable surface for all sports year round that looks and feels like freshly mowed grass.



FUSIONTM

PILE WEIGHT: 42-46 OZ./SQ. YD

PILE HEIGHT: 1.75"-2.5"

TURF FIBERS: 8 MONOFILAMENT, 1 SLIT-FILM

BLADE SHAPE








BROKEN ARROW HIGH SCHOOL - Broken Arrow, OK // FUSION SYNTHETIC TURF

FUSIONTM

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:

-  FRANKLIN ISD
-  SHERIDAN HIGH SCHOOL
-  TYLER JR. COLLEGE
-  LIBERAL HIGH SCHOOL REDSKIN FIELD
-  BROKEN ARROW HIGH SCHOOL



FUSION

FusionTM uses a combination of slit-film and two-color monofilament fibers – providing a soft and strong surface. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



REALFILL

This infill option features a leveled layer of clean, dust-free SBR granules that completes the REALFILLTM. The unique shape minimizes splashing and shifting.



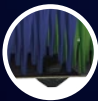
PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



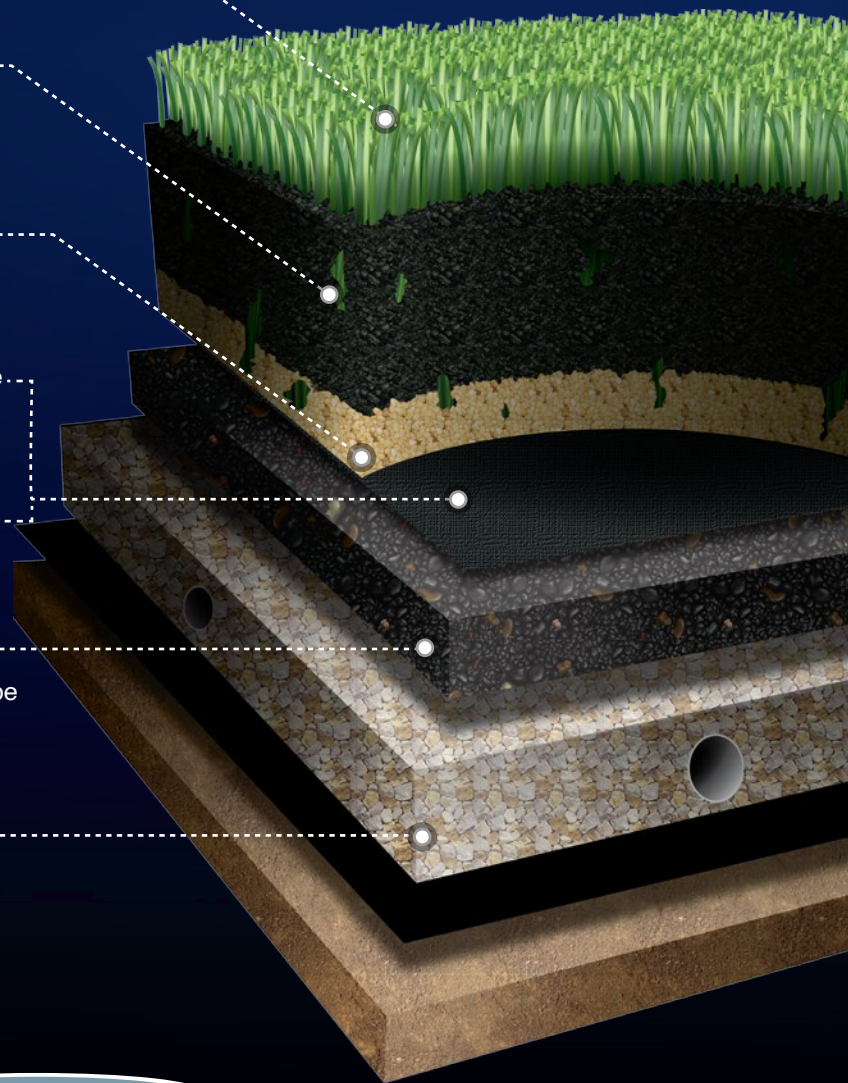
CUSHDRAIN

An optional CUSHDRAIN[®] elastic layer maintains the systems G-max, extends durability, and may be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix[®] Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.





MATRIX® AERIAL

This product contains curled monofilament fibers and a short pile height that is designed specifically for field hockey use. The surface provides excellent foot traction, lower ball friction, and increased ball speed that is ideal for pushes and scooping. This synthetic turf allows optimum runner response and cleat control for field hockey players to perform their best. Matrix Aerial can also be manufactured in various colors to help make a bold statement with your field or provide a high contrast between the ball and turf.



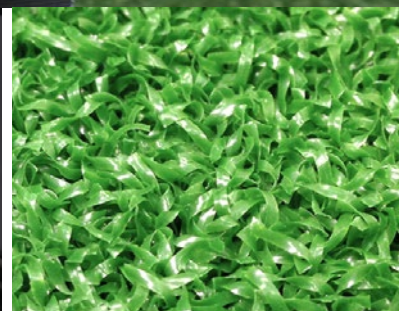
matrixAERIAL

PILE WEIGHT: 52 OZ./SQ. YD (+/- 2 OZ.)

PILE HEIGHT: .75"

TURF FIBERS: CURLED TEXTURIZED
MONOFILAMENT

BLADE SHAPE



matrix[®]AERIAL

SPORTS APPLICATIONS:



MATRIX AERIAL FOR FIELD HOCKEY



AERIAL

Matrix[®] Aerial contains curled monofilament fibers and a short pile height making it perfect for field hockey. This is an ideal system for both indoor and outdoor field hockey applications that provides enhanced ball roll and cleat control.



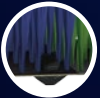
SAND

The turf system contains a layer of sand to provide a solid foundation that holds the system at the top.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic and field marking.



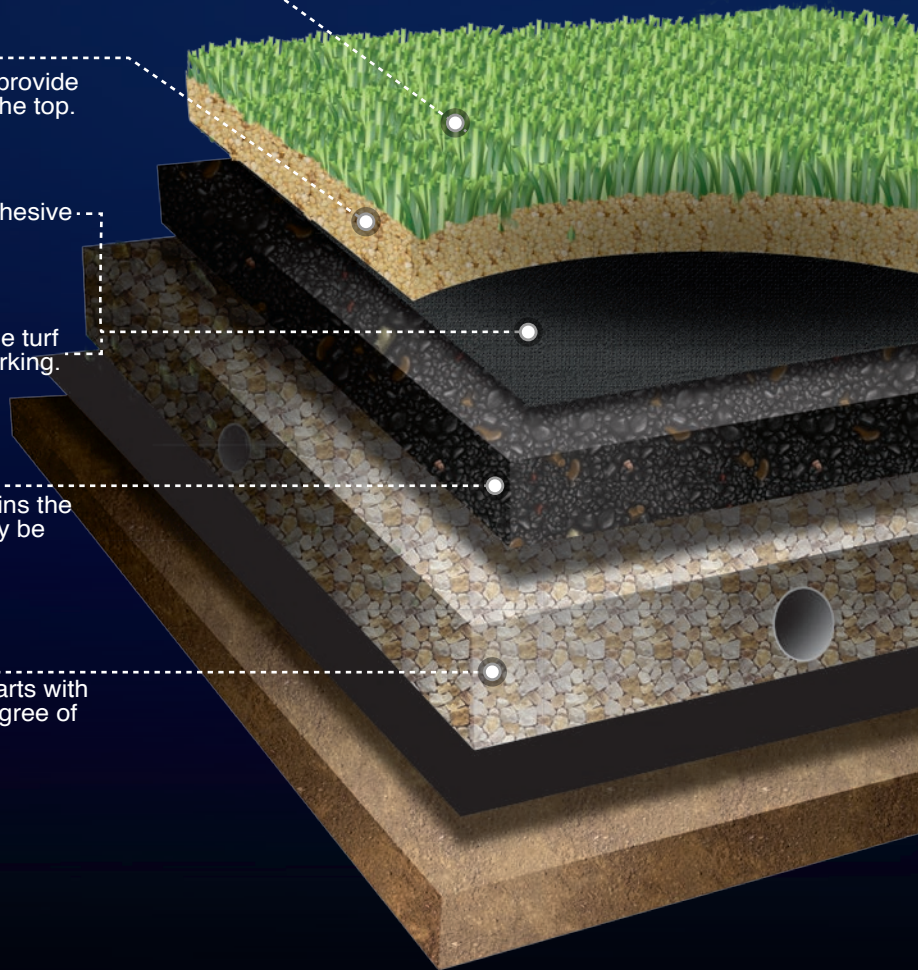
CUSHDRAIN

An optional Cushdrain[®] elastic layer maintains the systems G-max, extends durability, and may be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



VELOCITY[®]



VELOCITY[®] SYNTHETIC TURF

Velocity Synthetic Turf consists of slit-film fibers and is designed for multi-sport recreational facilities and municipal parks. Velocity is an economical choice that provides a natural looking playing surface that is durable and easy to maintain.



VELOCITY[®]

PILE WEIGHT: 36-46 OZ./SQ. YD

PILE HEIGHT: 1.75" - 2.5"

TURF FIBERS: POLYETHYLENE SLIT-FILM

BLADE SHAPE








VAN BUREN HIGH SCHOOL - Van Buren, AR // **VELOCITY SYNTHETIC TURF**

VELOCITY®

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:

-  VAN BUREN HIGH SCHOOL
-  WESTERN CONNECTICUT STATE UNIV.
-  EDISON PREPARATORY SCHOOL
-  PARKVIEW HIGH SCHOOL
-  CALVARY CHRISTIAN ACADEMY



VELOCITY

Velocity® synthetic turf uses slit-film fibers – providing an economical multi-sport playing surface. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



REALFILL

This infill option features a leveled layer of clean, dust-free SBR granules that completes the REALFILL™. The unique shape minimizes splashing and shifting.



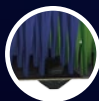
PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



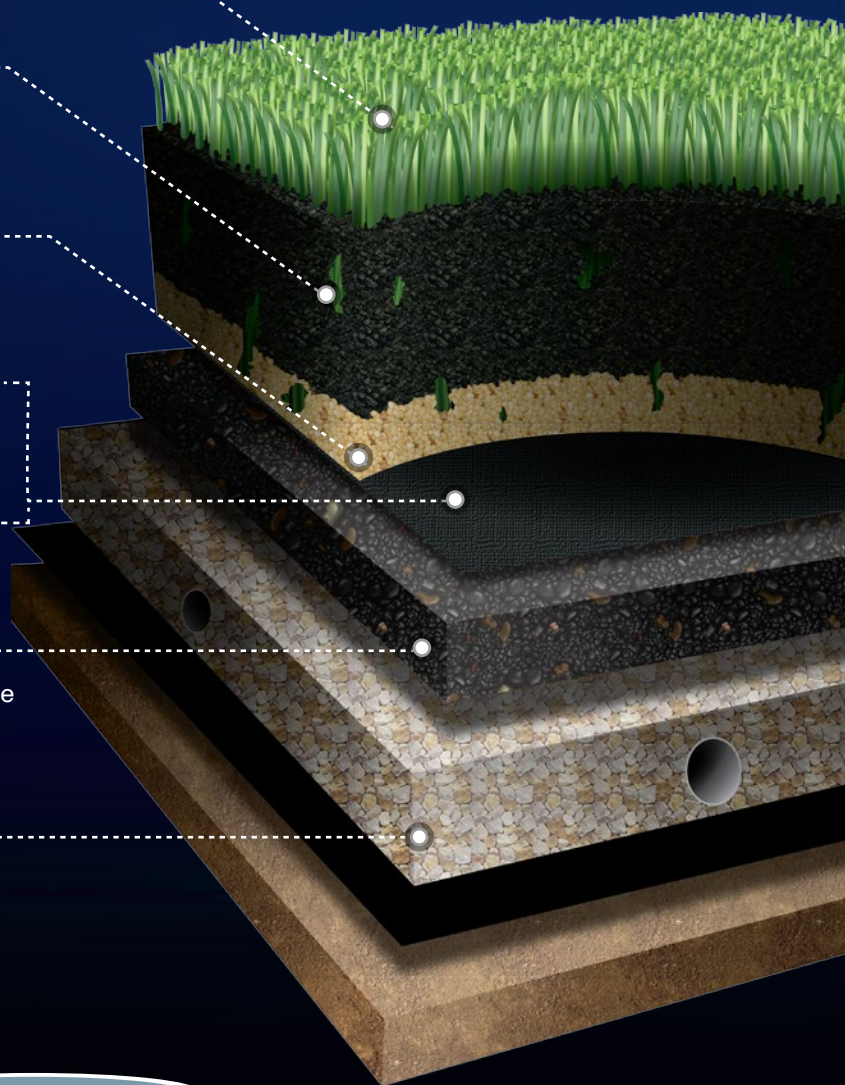
CUSHDRAIN

An optional CUSHDRAIN® elastic layer maintains the systems G-max, extends durability, and may be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix® Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



VELOCITY®

XP Blade™



VELOCITY® XP SYNTHETIC TURF

Velocity XP Synthetic Turf consists of slit-film fibers and is designed for multi-sport recreational facilities and municipal parks. Velocity XP is an economical choice that provides a natural looking playing surface that is durable and easy to maintain.



VELOCITY®

PILE WEIGHT: 36-46 OZ./SQ. YD

PILE HEIGHT: 1.75" - 2.5"

TURF FIBERS: POLYETHYLENE SLIT-FILM

BLADE SHAPE








VAN BUREN HIGH SCHOOL - Van Buren, AR // **VELOCITY SYNTHETIC TURF**

VELOCITY®

SPORTS APPLICATIONS:



NOTABLE INSTALLATIONS:

-  VAN BUREN HIGH SCHOOL
-  WESTERN CONNECTICUT STATE UNIV.
-  EDISON PREPARATORY SCHOOL
-  PARKVIEW HIGH SCHOOL
-  CALVARY CHRISTIAN ACADEMY



VELOCITY

Velocity® synthetic turf uses slit-film fibers – providing an economical multi-sport playing surface. The fibers are tufted into a durable, triple-layer backing, then coated with a high-quality polyurethane to secure them in place.



REALFILL

This infill option features a leveled layer of clean, dust-free SBR granules that completes the REALFILL™. The unique shape minimizes splashing and shifting.



PEA GRAVEL

The Pea Gravel holds the system in place while assisting in shock absorption and drainage.



FIELD LOCK

A durable, eco-friendly, and non-toxic adhesive for exceptionally strong system seams.



TURF LOCK

Reinforced rivets that are injected into the turf at every inlay, logo, graphic, and field marking.



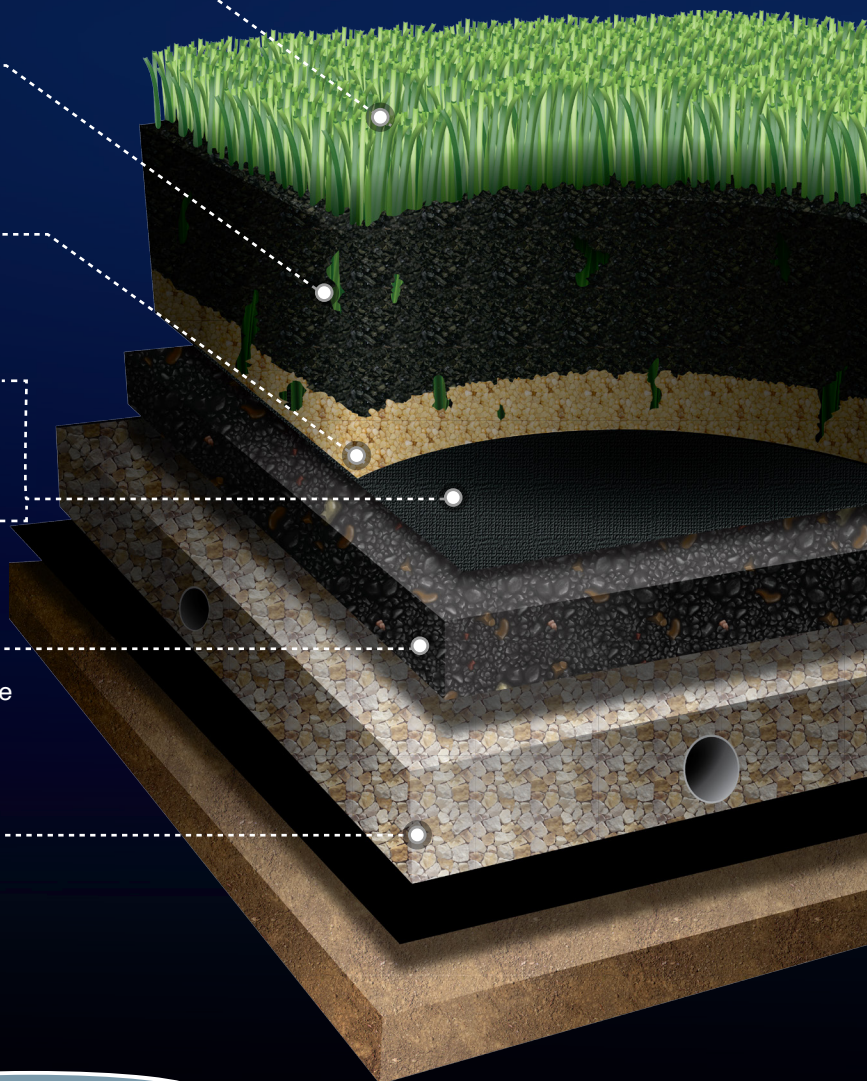
CUSHDRAIN

An optional CUSHDRAIN® elastic layer maintains the systems G-max, extends durability, and may be utilized for several turf life-cycles.



DRAINSTONE

The foundation for every Matrix® Turf field starts with free draining stone, allowing for a higher degree of water migration and stability.



GRASSO[®]

Sportscape



GRASSO[®] SPORTSCAPE

Our Grasso Sportscape is a plush, landscape synthetic turf that is typically used to replace natural grass. Although great for indoor use, Grasso Sportscape was specifically designed for the outdoors and is made with the best quality sports materials.

Grasso Sportscape is designed to hold up against any climate. The turf has a flow-through drainage system that allows runoff to swiftly migrate through it.

Just like our Matrix[®] Turf systems, Grasso Sportscape can be installed with infill adjusted to your specifications. Infill options include Geo Plus, our 100% organic infill, our patented REALFILL[™] infill system, recognized for its great playability, quality, and longevity, or sand for an economical fiber support.



GRASSO[®]

Sportscape

PILE WEIGHT: 50 OZ./SQ. YD

PILE HEIGHT: 1.25"

TURF FIBERS: 12 MONOFILAMENT, 6 TEXTURIZED



GRASSO[®]

Sportscape

APPLICATIONS:



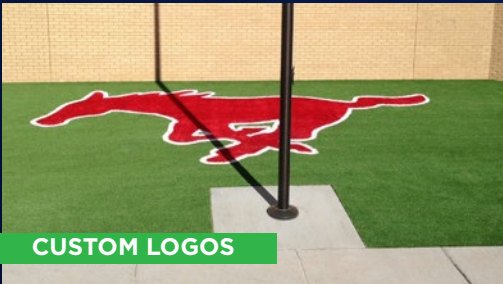
PLAYGROUNDS



LANDSCAPING



LAWNS & MEDIANS



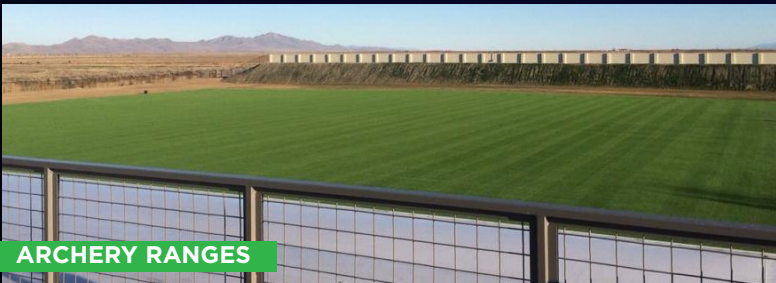
CUSTOM LOGOS



SURROUNDING FIELD AREAS



WALKWAYS



ARCHERY RANGES



RECREATION AREAS

matrix^H TURF

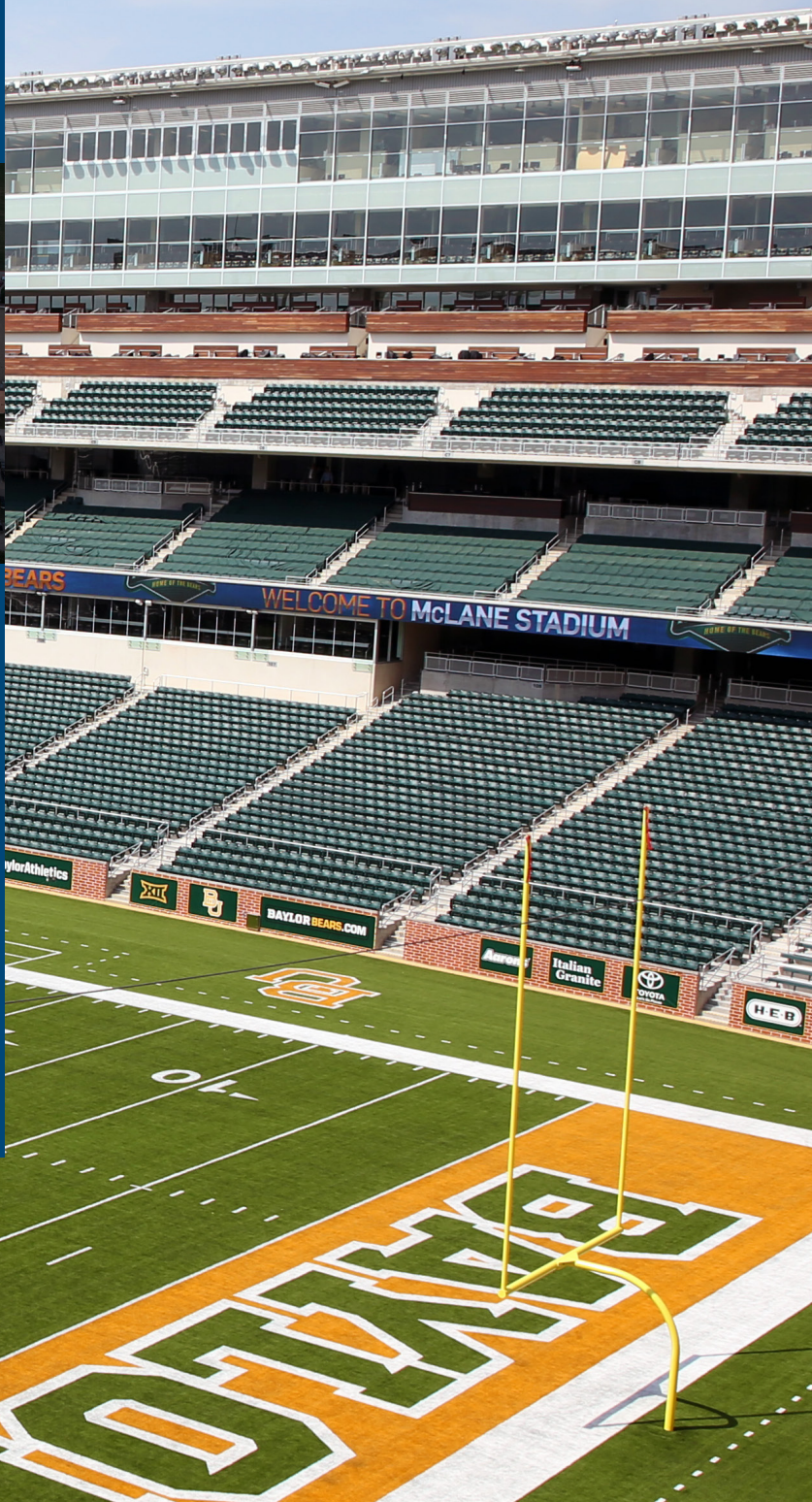


MATRIX® TURF WITH HELIX

The Helix feature for Matrix Turf has shape memory technology that is added during the manufacturing/extrusion process which makes each fiber twist. The twisted monofilament fiber secures the infill, which prevents migration and “splash-out” and produces a uniform, aesthetically pleasing playing surface.

Helix (H) technology brings memory and tenacity, similar to a muscle fiber, that allows the turf to bounce back after use. Matrix Turf with Helix has a unique shape and design that makes it the most resilient, stable, and durable monofilament fiber in the market.

The Helix technology is available for Matrix Turf and Matrix Turf Baseball/Softball.



AESTHETICALLY PLEASING

RESILIENT FIBER

MINIMIZED “SPLASH-OUT”

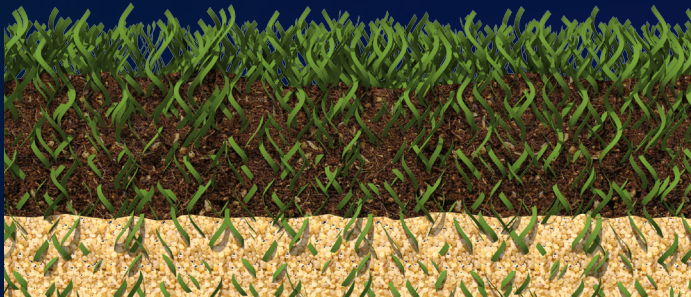
SHAPE MEMORY TECHNOLOGY (SMT)

BLADE SHAPE



matrix^H TURF

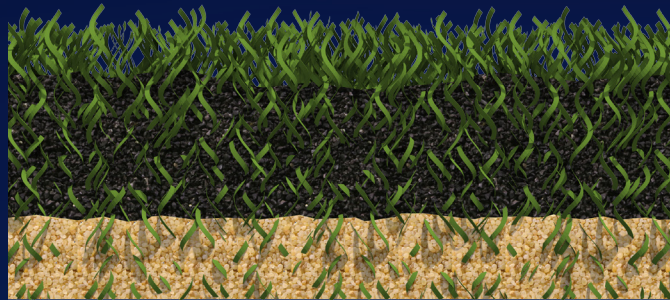
WITH **GEO**
PLUS



The unique shape of Matrix Turf with Helix technology locks in and secures the infill to improve traction, providing a more predictable and durable field.

matrix^H TURF

WITH **REAL**FILL™

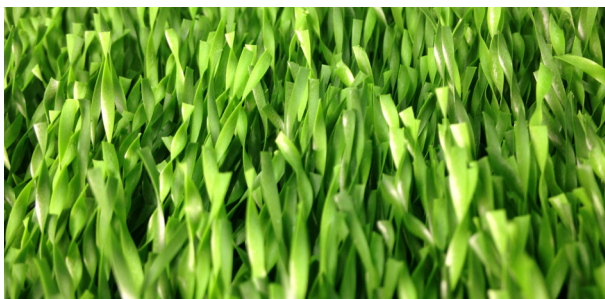


AESTHETICALLY PLEASING



Helix technology produces a uniform, aesthetically pleasing playing surface.

RESILIENCY



Helix technology makes Matrix Turf the most resilient, stable, and durable monofilament fiber in the market.

MINIMIZED “FLY-OUT”



The curled monofilament fiber secures the infill, preventing migration and “splash-out”.

SHAPE MEMORY TECHNOLOGY



Helix has shape memory technology^(SMT) that is added to Matrix fibers during the manufacturing/extrusion process, which makes each fiber twist.

HELIX

shape memory technology^(SMT)



A PLACE WHERE KIDS WANT TO PLAYSM

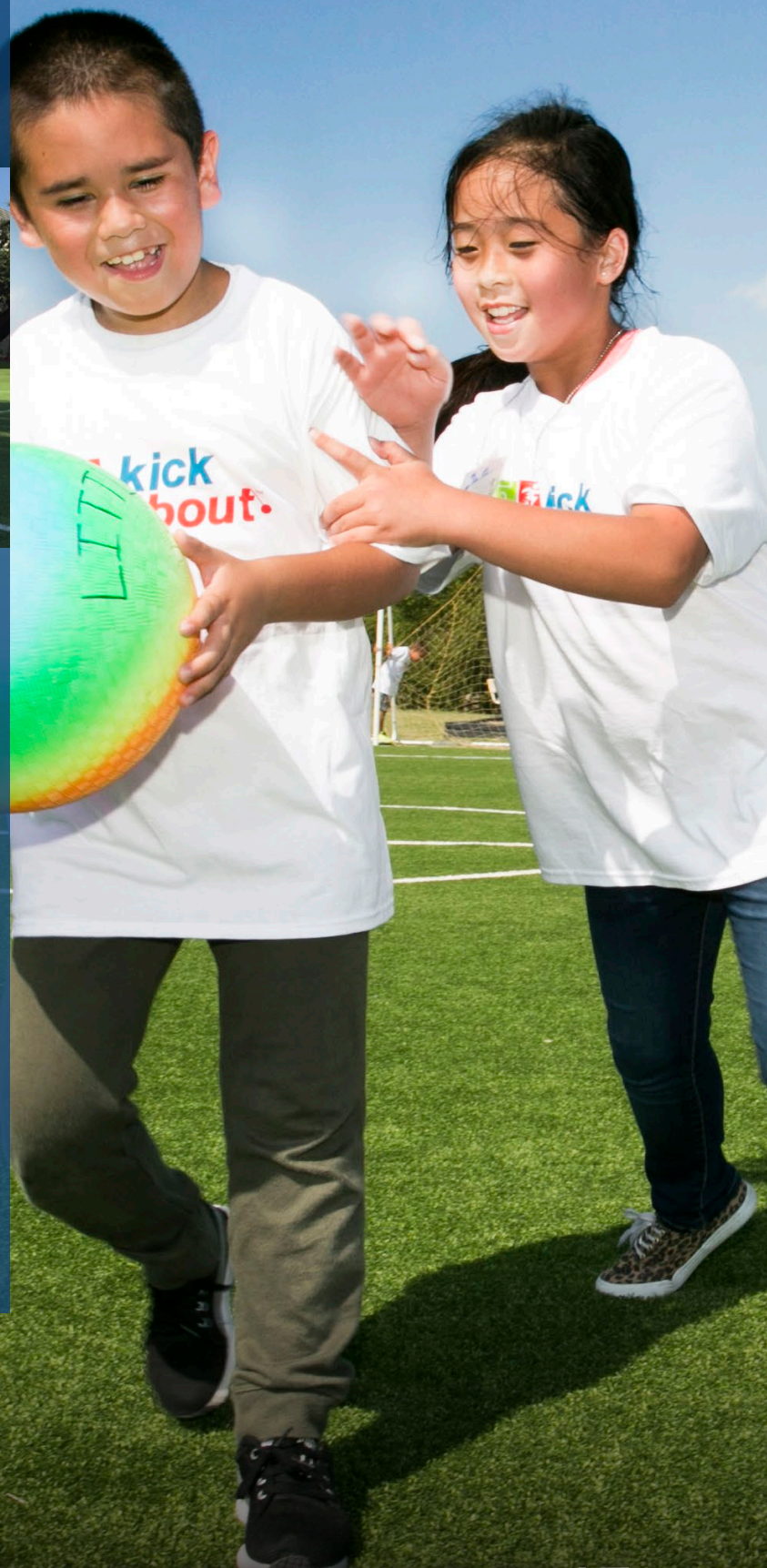


GET KIDS ACTIVE!

Kids are racing outside to play on the Kickabout™ field, a new, customizable playing surface that allows children to safely participate in a wide variety of sports and activities without the worry of pot holes, mud, or tall grass and weeds. Kids can't get enough of this fun-packed playground and mini-sports field that combines intelligent design and the best synthetic turf in the industry. Kickabout elevates the level of any fitness or wellness program, while exciting children and driving them to be more active everyday.

Physical activity is an essential component of a healthy lifestyle for everyone, especially children. Today's youth spend an average of 7.5 hours consuming media daily - watching TV, listening to music, surfing the Web, social networking, playing video games, and decreasingly less time engaging in physical activity.

By providing a safe, reliable surface for games, sports, and activities, the Kickabout field helps children reach the 60 minutes of daily activity recommended for optimal adolescent health.



SEE THE SPORTS FIELD & PLAYGROUND THAT GETS KIDS ACTIVE! VISIT KICK-ABOUT.COM

kickaboutTM

A PLACE WHERE KIDS WANT TO PLAYSM



KICKABOUT PLAYING SURFACE BENEFITS

- Customizable size from 2,000 to 20,000 sq. ft., made to fit your existing space.
- A variety of sports and games to include on your surface - soccer, funnel ball, hopscotch, tetherball, and four square are available.
- Reliable surface with built-in drainage, requires no downtime after severe weather. Stays safe, dry, and ready for fun.
- Low maintenance, environmentally friendly - requires little to no water, no mowing.
- Cooler surface temperature when selecting organic infill.
- Additional shock pads can be added for extra safety in areas under existing playground equipment or anywhere extra padding is needed.
- Ignites physical education and nutritional curriculums, making it a great fitness and wellness solution.



Rattan Elementary School's 10,584 sq. ft. KickaboutTM at Anna ISD – featuring a mini soccer pitch and playground.



TURF COLOR OPTIONS



GREEN



YELLOW

Pantone 124C



RED

Pantone 192C



BROWN

Pantone 4625C



WHITE

Pantone 1C



ORANGE

Pantone 1575C



CRIMSON

Pantone 208C



TERRA COTTA

Pantone 174C



GOLD

Pantone 130C



DARK GREEN



FLORIDA BLUE

Pantone 288C



PURPLE

Pantone 519C



MAROON

Pantone 208C



VEGAS GOLD

Pantone 470C



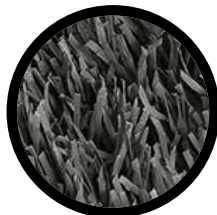
BLACK

Pantone 10C



NAVY BLUE

Pantone 281C



SILVER

Pantone 424C



CAMEL

Pantone 729C



SELECTING YOUR TURF PARTNER WITH PEACE OF MIND

WHY YOU SHOULD PARTNER WITH HELLAS

Hellas is the only company in the U.S. that owns its entire supply chain from manufacturing to installation and after the sale services. In addition, Hellas employs its own people - every step of the way. Here is how it is done:



YARN MANUFACTURING ✓

Hellas Fibers

Our experienced fiber extrusion team skillfully handles every strand of fiber that goes into our turf. Hellas Fibers is the starting point of every one of the thousands of fields installed around the country. Our equipment, machinery, and experience ensure our clients receive the highest quality of turf customized to fit each unique specification. Hellas Fibers does not mass-produce for the sake of volume – we manufacture to fulfill customers' requirements.



Hellas Fibers, LLC - Dadeville, Alabama



TUFTING ✓

Hellas Textiles

Our systems are more than just turf. Hellas Textiles houses the machinery and staff expertise required to tuft the turf. Hellas possesses the best technology and experience to manufacture the finest synthetic turf systems in the country. Hellas Textiles manages everything from turf inspection and yarn quality testing through tufting, coating, and delivery of the synthetic turf systems directly to our installation site.



Hellas Textiles, LLC - Chatsworth, Georgia



POLYMERS ✓

Hellas Polymers

After our fibers are tufted, the backing is then fused with our polyurethane coating from Hellas Polymers, creating an exceptionally strong tuft-bind. The tuft-bind is the force required to pull a "tuft" out of a carpet, according to industry-standard test procedures. For turf, this is an extremely important measurement - a great tuft-bind means the fibers will stay put after many years of wear and tear.



SPORTS CONSTRUCTION

No Distributors or Subcontractors



Hellas Construction is the leader when it comes to sports construction. The best projects result from a plan that involves lots of knowledge and thorough execution. We own more than 200 pieces of construction equipment and employ experienced operators who get the job done right! Hellas owns the heavy machinery to break ground and move dirt no matter how big your project may be. We deploy 24 construction crews year-round and have the necessary resources to meet the most demanding construction schedules.

Every project has a full-time site superintendent who will oversee all activities from ground breaking through closeout. We operate with total transparency and collaboration, plus we ensure our clients have complete access during all stages of construction.



Nacogdoches High School - Nacogdoches, Texas



TURF INSTALLATION

No Distributors or Subcontractors



Installing a first class playing field requires thorough engineering and accuracy. Hellas' turf installation crews are simply the best at what they do – their workmanship is unrivaled. Our seaming and installation techniques are exclusive, and we have the latest equipment to promote a swift installation.



Baylor University - Waco, Texas



WARRANTY & AFTER THE SALE SERVICE



We warrant our products, workmanship, and provide a third party warranty as well. Instead of discussing the warranty we honor, Hellas focuses on making it right the first time. We evaluate each project carefully, assessing product selection and all site conditions prior to installation. Please make sure you check our references and visit our projects. Hellas' reputation is stellar in the industry!

After building a first class facility, regular maintenance and cleaning will extend the lifespan and good looks of your surface. Hellas offers cleaning equipment, technicians, and education. Our line of maintenance solutions not only enhances, but guarantees that every field looks and feels new long after its completion. Hellas will put together a maintenance plan for you or train your own people to perform regular maintenance.

When you partner with Hellas, you work with one entity and not a multitude of organizations or points of contact. This saves your project time, money, and improves overall efficiency. Your project will have a maximum guaranteed price - no surprises.

**BUILDING FOR SPORTS, BUILDING IT RIGHT -
FROM START TO FINISH.**



epiq TRACKS[®]

FASTER. SMARTER. STRONGER.



Hellas[®]

FASTER.

SMARTER.

STRONGER.



Hellas Construction's epiQ Tracks® systems are the fastest, smartest, and strongest running tracks on the market. With Hellas' exclusive formulas, quality raw materials, and eco-friendly manufacturing process, the epiQ Tracks systems from Hellas are guaranteed to be the best choice for any running track project. Whether an Olympic-level, IAAF approved, collegiate surface is needed, or simply a recreational running track for an elementary or junior high school, Hellas Construction has the right epiQ Track system to meet your needs and optimize your facility.

Hellas is a leader in sports construction, installing and manufacturing a variety of turf, track, and tennis products. Hellas installs each epiQ Track system using only non-petroleum based materials manufactured through Hellas Polymers' Eco Manufacturing Process (EMP). These products are free of any solvents, heavy metals, mercury, or any other toxic materials. By choosing Hellas' epiQ Track systems, your project will qualify for Leadership in Energy & Environmental Design (LEED) certification credits for sports construction projects, increasing the value and environmental integrity of your project.



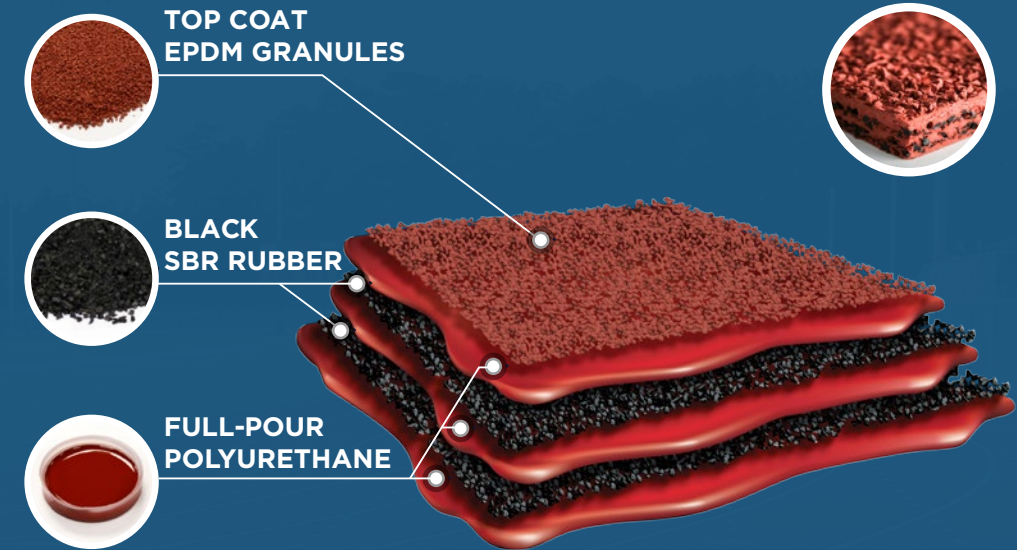


IAAF Athletics Certified Products

COMPLETE TRACK SYSTEMS



FULL-POUR SYSTEMS



An impermeable, poured-in-place track surface that is installed in a multi-layered application. The base layers consist of two-component polyurethane and recycled rubber. The top layer is a flow-applied layer of two-component polyurethane with EPDM granules.

The epiQ Tracks® Z5000 and G4000 systems consist of two base layers, while the epiQ Tracks Q3000 system consists of only one base layer.

FEATURES:



Polyurethanes
made in the USA



Contains plant-based
components



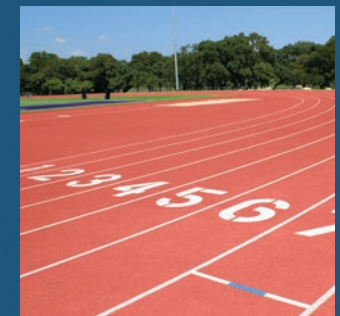
Environmentally conscious
running tracks

PRODUCTS:

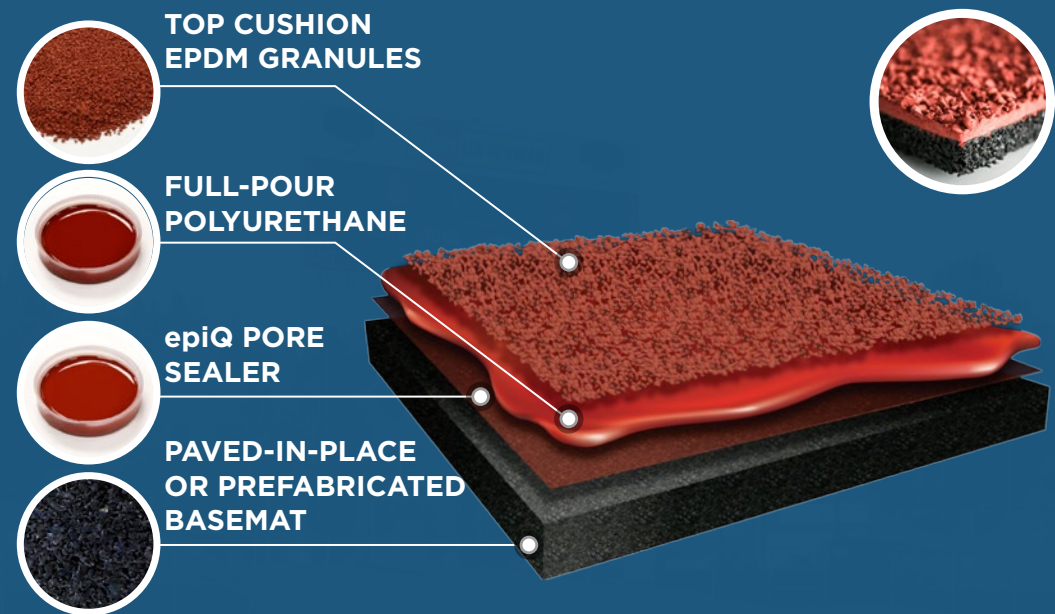
epiQ TRACKS®
Z5000 

epiQ TRACKS®
G4000

epiQ TRACKS®
Q3000



SANDWICH SYSTEMS



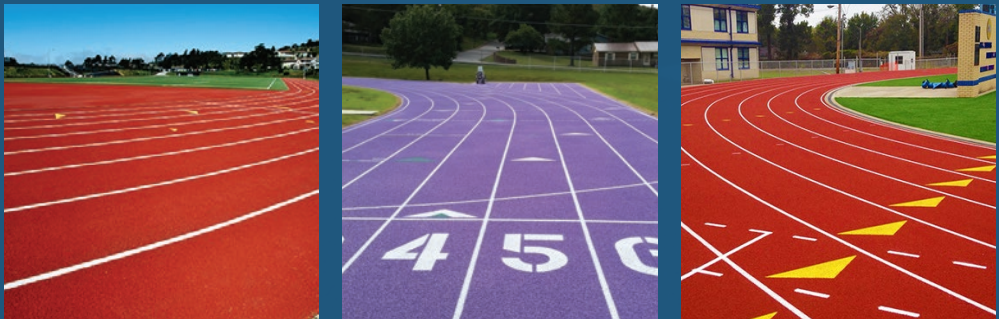
A sandwich system is a basemat running track system, made of high-grade, recycled rubber and coated with a moisture-cured polyurethane binder. The basemat is crowned with layers of EPDM rubber and sealed using Single Cast Sealer (SCS), which creates an exceptionally strong bond and prevents delamination.

The epiQ Tracks® Dyad is made with a prefabricated basemat, while the X1000 uses a paved-in-place basemat.

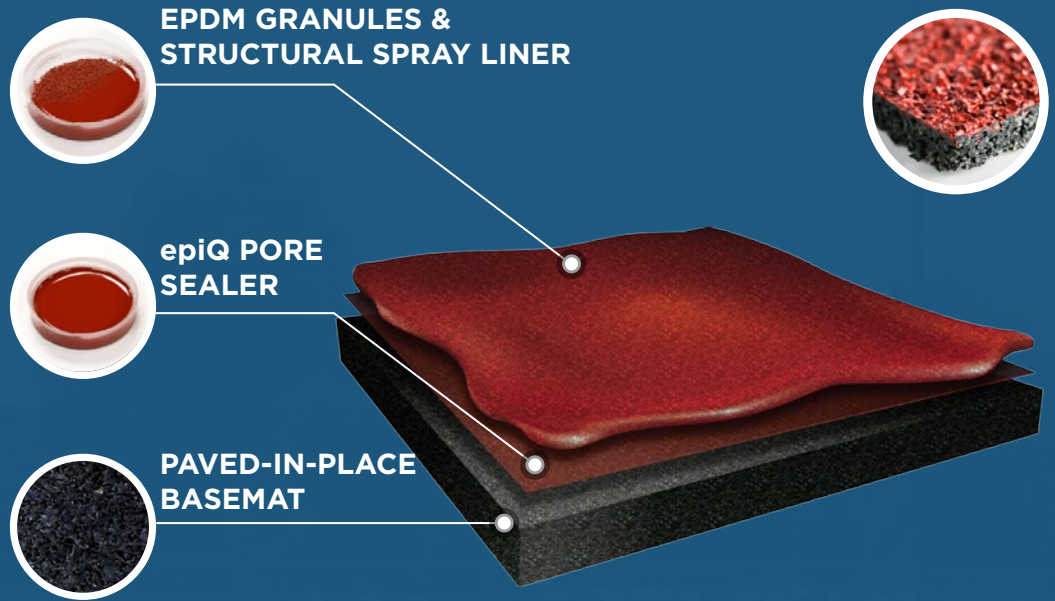
FEATURES:

- Polyurethanes made in the USA
- Contains plant-based components
- Environmentally conscious running tracks

PRODUCTS:



PAVED-IN-PLACE SYSTEMS



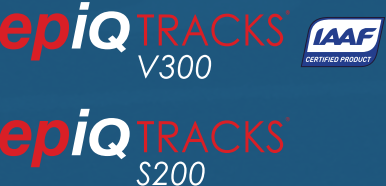
Paved-in-place systems are comprised of a base layer of polyurethane bound rubber granules and topped with a spray-applied coat of one-component or two-component polyurethane and EPDM granules.

The epiQ Tracks V300 has a layer of epiQ Pore Sealer, making the system impermeable, while the epiQ Tracks S200 is a porous system.

FEATURES:

- Polyurethanes made in the USA
- Contains plant-based components
- Environmentally conscious running tracks

PRODUCTS:





IAAF Athletics Certified Products

PRODUCTS



www.epiqtracks.com

epiQ TRACKS[®]
DYAD

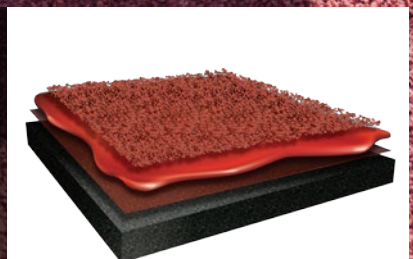


9.5		CONTROL
9.5		CUSHION
9		RESPONSE
9.5		STRENGTH
9.5		DURABILITY

epiQ Tracks[®] DYAD

This top-of-the-line, IAAF certified, dual-layer system has a 10mm prefabricated basemat made of recycled rubber and coated with a moisture-cured, VOC-free adhesive. It is crowned with layers of EPDM rubber, and is sealed with our proprietary Single Cast Sealer (SCS) – which creates an exceptionally strong bond and prevents delamination. This eco-friendly product is an impermeable sandwich system made with a proprietary polyol blend, using no isocyanates or added solvents. It is coated with a UV-resistant, two-component polyurethane that is resistant to abrasion, producing a strong and highly pliable running track.

DEPTH:	13MM
TYPE:	SANDWICH SYSTEM, IMPERMEABLE, PREFABRICATED BASEMAT
LIFESPAN:	10-12 YEARS, WITH MAINTENANCE
ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS	





epiQ Tracks® Z5000

Our Olympic quality, IAAF certified epiQ Tracks Z5000 track is the best of the best. It offers an all-encompassing superiority of cushion, control, energy return, and performance that is perfect for major stadiums and arenas. This impermeable, poured-in-place system is installed in a multi-layered application. The base layer is comprised of a two-component polyurethane, followed by SBR rubber, a middle layer of two-component polyurethane/SBR, and a top layer of flow-applied polyurethane. Finally, the track is broadcast with EPDM rubber. The result is a durable, resilient, energy-absorbing, all-weather surface that is resistant to UV degradation, abrasion, shrinkage, mold, and most common oils and chemicals.

- 9.5 **CONTROL**
- 9 **CUSHION**
- 9 **RESPONSE**
- 9 **STRENGTH**
- 9.5 **DURABILITY**

NOTABLE INSTALLATIONS:

- PRAIRIE VIEW A&M UNIVERSITY
- KITSAP-BANGOR NAVAL BASE
- FLORIDA A&M UNIVERSITY
- ARKANSAS STATE UNIVERSITY
- ANGELO STATE UNIVERSITY

DEPTH: 15MM

TYPE: FULL-POUR SYSTEM

LIFESPAN: 10-11 YEARS, WITH MAINTENANCE

ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS



epiQ TRACKS® G4000



epiQ Tracks® G4000

The epiQ Tracks G4000 system is similar to the design and functionality of the Z5000, but has a thinner composition. Like the Z5000, it is a poured-in-place track surface of impermeable design, and is installed in a multi-layered application. The base layer consists of a two-component polyurethane and SBR or EPDM granules. The top layer is a flow-applied layer of matching, pigmented polyurethane and embedded EPDM rubber granules, finalized with a spray of UV-stable protective coating. This grand performance system offers a pliable, textured, all-weather 13mm surface that is ideal for high school and collegiate high-exposure facilities.

9		CONTROL
8.5		CUSHION
8		RESPONSE
8.5		STRENGTH
9		DURABILITY

DEPTH:	13MM
TYPE:	FULL-POUR SYSTEM
LIFESPAN:	10-11 YEARS, WITH MAINTENANCE
ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS	



NOTABLE INSTALLATIONS:



- UNIVERSITY OF GEORGIA
- UMS-WRIGHT PREPARATORY SCHOOL
- SOUTHERN UTAH UNIVERSITY
- LINCOLN UNIVERSITY
- RICK REEDY HIGH SCHOOL



epiQ TRACKS[®] Q3000



epiQ Tracks[®] Q3000

The Q3000 is the preferred, high-quality performance system. With its impermeable, poured-in-place running track installed in a multi-layered application, it has a total system standard thickness of 10mm. The base layer consists of two-component polyurethane and embedded EPDM rubber granules that are sprayed with UV-stable protective coating, resulting in the preferred collegiate and high school quality running track that is durable and resilient.

8.5		CONTROL
8		CUSHION
8		RESPONSE
8		STRENGTH
8.5		DURABILITY

DEPTH: 10MM

TYPE: FULL-POUR SYSTEM

LIFESPAN: 9-11 YEARS, WITH MAINTENANCE

ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS



NOTABLE INSTALLATIONS:



- NOTRE DAME ACADEMY
- TOM LANDRY FOOTBALL FIELD
- THE INDEPENDENT SCHOOL
- LIVE OAK HIGH SCHOOL
- BAKER HIGH SCHOOL SPORTS COMPLEX





epiQ Tracks® X1000

This premium, IAAF certified, impermeable running track surface is comprised of value-added, graded, black SBR rubber granules bonded with a polyurethane binder. The top layer is a combination of colored EPDM granules and similarly colored two-component polyurethane, identical to our top of the line epiQ Tracks Z5000 surface. The epiQ Tracks proprietary Single Cast Sealer (SCS) is utilized in the X1000 system, making it a unique technological innovation in the industry. The sealer creates a thixotropic effect that seamlessly binds the track to a single layer, and eliminates the need for a rubber dust application. While the traditional rubber dust application merely coats the surface of the track, the Single Cast Sealer process seals the pores by creating a mechanical lock with the subsequent layer. This requires less labor and results in a superior product for

8		CONTROL
8		CUSHION
7.5		RESPONSE
8		STRENGTH
8		DURABILITY

NOTABLE INSTALLATIONS:

WESTERN OREGON UNIVERSITY

CORNERSTONE CHRISTIAN SCHOOLS

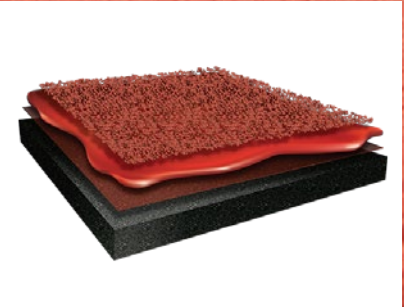
GARDEN CITY COMMUNITY COLLEGE

SKYLINE COLLEGE

UNIVERSITY OF NORTHERN COLORADO



DEPTH:	13MM
TYPE:	SANDWICH SYSTEM, IMPERMEABLE
LIFESPAN:	9-11 YEARS, WITH MAINTENANCE
ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS	





epiQ Tracks® V300

The V300 is the premier running track system for any facility. This impermeable, paved-in-place, synthetic sport surface is our value system, composed of a sealed base layer of polyurethane-bound rubber granules, and topped with a spray-applied coat of one-component or two-component polyurethane and EPDM granules. The epiQ Tracks proprietary Single Cast Sealer (SCS) is utilized in the V300 system making it a unique technological innovation in the industry. The sealer creates a thixotropic effect that seamlessly binds the track into a single layer, and eliminates the need for a rubber dust application. While the traditional rubber dust application merely coats the surface of the track, the Single Cast Sealer process seals the pores by creating a mechanical lock with the subsequent layer. This requires less labor and results in a superior product for any high-traffic facility.

7		CONTROL
6.5		CUSHION
6.5		RESPONSE
7		STRENGTH
7		DURABILITY

NOTABLE INSTALLATIONS:



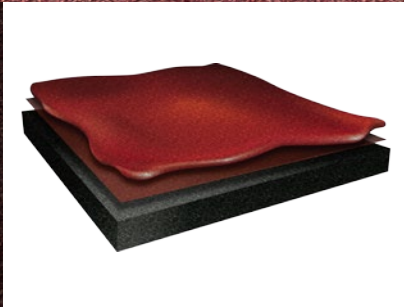
- JASPER ISD ATHLETIC COMPLEX
- EDISON PREPARATORY SCHOOL
- ALABAMA A&M
- PLATTSMOUTH HIGH SCHOOL
- BRADSHAW MOUNTAIN HIGH SCHOOL

DEPTH: 13MM

TYPE: PAVED-IN-PLACE, IMPERMEABLE

LIFESPAN: 8-10 YEARS, WITH MAINTENANCE

ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS



epiQ TRACKS[®] S200



7		CONTROL
6		CUSHION
6		RESPONSE
6		STRENGTH
6.5		DURABILITY

epiQ Tracks[®] S200

The S200 is a fundamental running track system, suitable for any facility. This porous, paved-in-place running track sport surface is a basic system comprised of a bottom layer of polyurethane-bound rubber granules topped with a spray-applied coat of one-component or two-component polyurethane and EPDM granules.

DEPTH: 13MM
TYPE: PAVED-IN-PLACE, POROUS
LIFESPAN: 7-9 YEARS, WITH MAINTENANCE

ECO-FRIENDLY; NON-PETROLEUM BASED MATERIALS



NOTABLE INSTALLATIONS:



- MARBLE FALLS HIGH SCHOOL
- OAK PARK HIGH SCHOOL
- TUPELO HIGH SCHOOL
- ROCK RIDGE HIGH SCHOOL
- INTERNATIONAL SCHOOL



FIELD EVENTS





JUMPING EVENTS

epiQ Tracks® systems deliver runways inside or separate from the main running track area for the following events:

- Long Jump
- Triple Jump
- High Jump
- Pole Vault

Runways and zones for jumping events are usually placed perpendicularly to the narrow sides of a running track or inside the D-Zone area — the area between a field end zone and the running track.

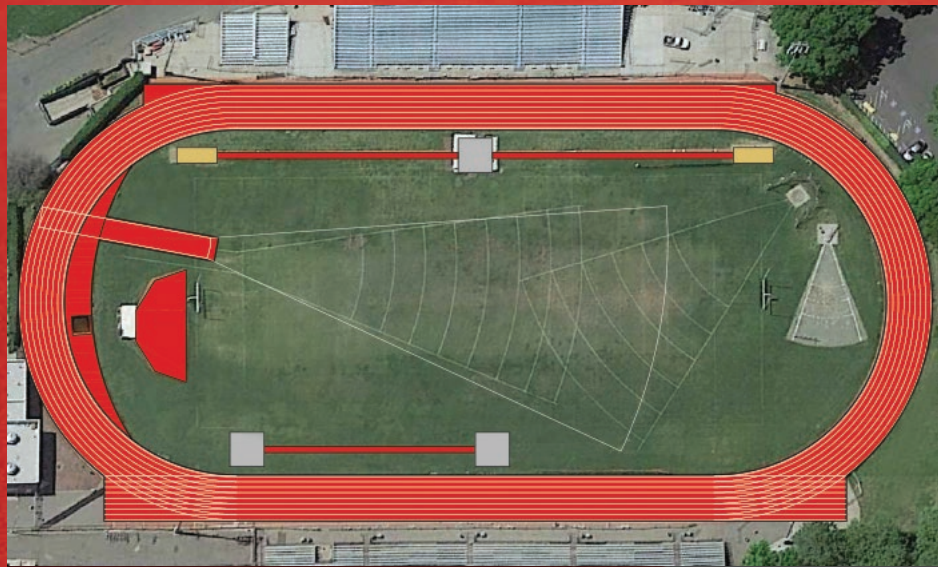


THROWING EVENTS

Our skilled track crews can install all throwing event areas including:

- Shot Put
- Discus
- Javelin
- Hammer Throw

Throwing events are generally on one side of the venue, but the Hellas Design Group will look at the plans and consider all options for the placement of your field event zones. The plans can be customized so that the track and event zones meet your specific needs.



Hellas Design Group's 2D rendering of a running track with jumping and throwing field event areas.



epiQ TRACKS®

epiQ Tracks® RATING SYSTEM

The epiQ Tracks rating system is a standardized reflection of calculations based on official test data (for the IAAF certified products), independent research, third-party testing performed on equivalent track surfaces and systems, actual measurements of thickness and tensile strength, product manufacturing techniques, and system specifications.



CONTROL

Based on surface friction and elongation; how well the shoes grip the track surface.



CUSHION

Based on vertical deformation and thickness; overall softness of the track system.



RESPONSE

Based on force reduction and thickness; resiliency of the track under pressure.



STRENGTH

Based on tensile strength; resistance to abrasions.



DURABILITY

Based on strength and lifespan of track; vitality under normal conditions.

epiQ TRACKS®
DYAD



epiQ TRACKS®
Z5000



epiQ TRACKS®
G4000

epiQ TRACKS®
Q3000

epiQ TRACKS®
X1000



epiQ TRACKS®
V300



epiQ TRACKS®
S200



CONTROL

9.5



CUSHION

9.5



RESPONSE

9



STRENGTH

9.5



DURABILITY

9.5

9.5

9

9

9

9.5

9

8.5

8

8.5

9

8.5

8

8

8

8.5

8

8

7.5

8

8

7

6.5

6.5

7

7

7

6

6

6

6.5



The International Association of Athletics Federations certifies synthetic track products that have been tested, and meet the technical requirements for use in all international athletics competitions, when installed to at least the absolute thickness nominated for the product.

VISIT [HELLASCONSTRUCTION.COM/PROJECT-LIBRARY](https://hellasconstruction.com/project-library)
TO VIEW ALL OF OUR TRACK INSTALLATIONS





epiQ TRACKS®
FASTER. SMARTER. STRONGER.

www.epiqtracks.com
1-800-233-5714

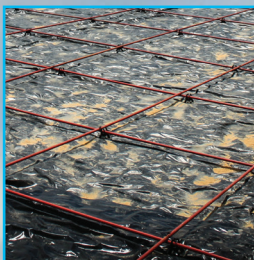
epiQ Tracks® - an exclusive innovation of Hellas Construction, Inc.®

From start to finish, TPS® Court Surfaces outlast and outperform.



Initial Court Repair

When resurfacing, the original court is inspected and all cracks are appropriately patched, preparing the court for a new coating.



Post-Tensioned Concrete Base

Laser graded cables and bidirectional post-tension tendons ensure long-term uniform planarity in the court.



Color Coating Inspection

After passing a thorough quality inspection, TPS Court Surfaces patented color coating is delivered to the project site.



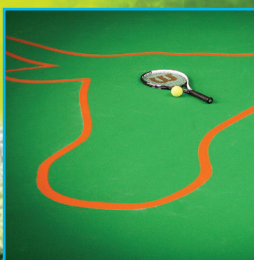
Color Coating Application

TPS Court Surfaces color coating is smoothed over the court with expert precision, guaranteeing a flawless finish.



Court Markings

Court markings are laid out onto the cured court and installed to the standards set forth by various athletic governing bodies.



Additional Designs

Logos and other markings may be custom-designed, making each court unique to the school or business.



TPS COURT SURFACES

TESTED. PRECISE. SERVICE.

www.hellasconstruction.com

(800) 233-5714

TPS® Court Surfaces – an exclusive innovation of Hellas Sports Construction.

Eastlake High School
El Paso, TX



TPS COURT SURFACES

TESTED. PRECISE. SERVICE.

TESTED.

TPS® Court Surfaces has undergone rigorous testing and in-depth research to ensure that it is the finest court surfacing system available. Innovative technology guarantees a professional-level of court performance.

PRECISE.

TPS Court Surfaces understands the importance of precision in the construction of a premium court, which is why each TPS court is held to the highest standards in terms of ball bounce, speed, cushion, and

SERVICE.

TPS Court Surfaces boasts a commitment to quality sports construction and customer service. With a team of skilled installation experts and product specialists, each project is handled with the utmost care from start



TPS COURT SURFACES

TESTED. PRECISE. SERVICE.

FULL COURT CONSTRUCTION

TPS® Court Surfaces provides superior resiliency and stability with a foundation of post-tensioned concrete and UV-resistant rubber granuals in our full court construction package. Our coating system is enhanced with smaller green rubber particles perfecting the smoothest finish and greatest amount of cushion for the player's comfort.



COLOR COATINGS & RESURFACING

TPS® Court Surfaces offers a heavy-bodied coating system manufactured to provide superior filling and leveling characteristics. Coupled with our state-of-the-art crack repair services, TPS Court Surfaces can fully repair and resurface an old court to give it a second life, or create a new court with superior stability and bounce from an existing concrete slab.



SYNTHETIC TURF COURTS

TPS® Court Surfaces delivers professional performance in any weather condition with our synthetic turf courts. Constructed with a short pile, sand-filled synthetic grass surface, these courts are UV stabilized and resistant to heat and frost. Our synthetic turf courts are certified by the International Tennis Federation, ensuring that each court is a top quality installation.



TPS COURT SURFACES COLOR OPTIONS

BRICK RED

TERRA COTTA

DESERT TAN

ADOBE

MEADOW GREEN

FOREST GREEN

TURQUOISE

COBALT BLUE

SILVER GREY



**GREEN
INITIATIVES**



BAYLOR UNIVERSITY'S McLANE STADIUM

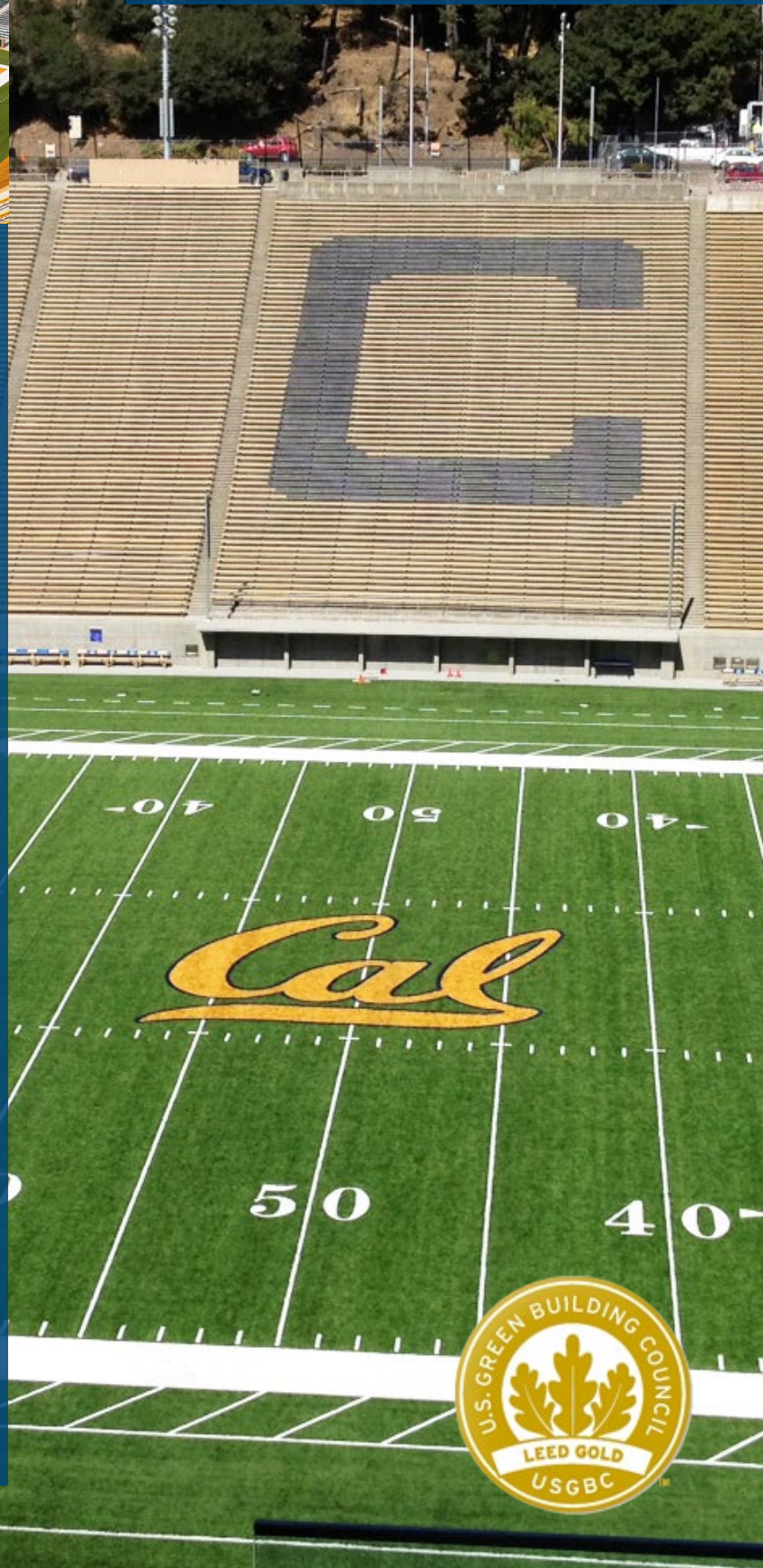
FROM START TO FINISH AND BACK AGAIN.

Hellas is the industry leader when it comes to protecting the environment. A great deal of time and effort has been invested to find sustainable solutions and develop environmentally friendly products. Hellas firmly believes that the next generation of sports construction systems must provide an answer to a new equilibrium — a balance between sport demands and ecological, social necessities.

Hellas was the first major U.S. turf manufacturer to remove isocyanate and solvents out of the field installation process. Hellas' in-house chemists and internal manufacturing of non-toxic polyurethanes are the foundation of quality products. Hellas' products contain no heavy metals or toxins, providing environmentally friendly running tracks and synthetic turf systems. Our TPS Court Surfacing is an environmentally friendly latex and water based acrylic coating, suitable for all outdoor sports court surfaces.

Through our exclusive Realfill infill system as well as epiQ Tracks® all-weather rubberized track systems, Hellas is able to divert millions of tires from landfills each year. The recycled rubber infill used in Hellas' turf systems allows for the recycling of an additional 25 million tires per year.

When a project requires a new synthetic turf system installation, Hellas can remove and clean the rubber infill from the previous project. The rubber will be bagged for use in another synthetic turf installation. The removed turf will be rolled up in approximately 4' widths, loaded onto semi-truck flatbeds, and moved to a site where the donated turf will be reinstalled or recycled. The turf will not be incinerated and will not be used as daily cover. At the end of the lifecycle, infill can be recycled, bagged, and slated to be used for landscaping.



Because Hellas is vertically integrated, we have the capability of meeting our client's product and construction requirements for LEED certification beyond the information provided below:



SUSTAINABLE SITES

Construction Activity Pollution Prevention

Hellas reduces pollution from construction activities by controlling soil erosion, waterway sedimentation, and airborne dust by performing a SWPPP (*Stormwater Pollution Prevention Plan*).

Site Assessment

Before project design begins, Hellas evaluates sustainable options after performing a survey that provides information regarding topography, existing vegetation, and a geotechnical analysis on the project site's soil consistency. We then inform related decisions about the site design based on these findings.

Rainwater Management

Through our effective drainage system, we can reduce runoff and control the water balance of the site.

Light Pollution Reduction

Through the use of LED technology Hellas can provide precision lighting with 50%-70% energy cost savings.



WATER EFFICIENCY

Outdoor Water Use Reduction

By using our synthetic turf systems, we can reduce outdoor water consumption for athletic and landscaping projects. Our patented Realfill system, containing recycled rubber, requires no irrigation while our 100% organic infill, GeoPlus, reduces water consumption by up to 90%.

Indoor Water Use Reduction

Hellas can reduce indoor water use by implementing low water consumption fixtures and fittings.



MATERIALS & RESOURCES

Building Life-Cycle Impact Reduction

Hellas can reuse products and materials including recycled rubber in synthetic turf infill and running tracks, while also recycling asphalt and concrete sidewalks, parking lots, etc.

Sourcing of Raw Materials

Locally sourced, reused, or recycled materials (drainstone, concrete, and asphalt, etc.) within a 100 mile radius of the project site can qualify a project to achieve LEED credits.

Material Ingredients

Hellas selects the best raw materials as ingredients for our products. These ingredients have an accepted methodology and are verified to minimize the use and generation of harmful substances.



PILOT CREDITS

Walkable Project Site

Hellas' Design Department can incorporate sidewalks, walking trails, etc. to promote non-motorized transportation to the project site.

Prevention Through Design

Hellas' Safety Department promotes cost-effective employee safety and health throughout the building life-cycle by conducting mandatory safety meetings, forums, and evaluations to confirm compliance to all safety regulations.

Assessment and Planning for Resilience

Before a project is designed, our team communicates with the client to plan for potential impacts of natural disasters or disturbances of the project site.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: **Reed J. Seaton**

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: N/A

B. My firm is not owned nor operated by anyone who ~~has been convicted~~ of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Signature of Authorized Company Official: N/A

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Hellas Construction, Inc.

(Name of Corporation)

I, Dan Schlapkohl certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Reed J. Seaton

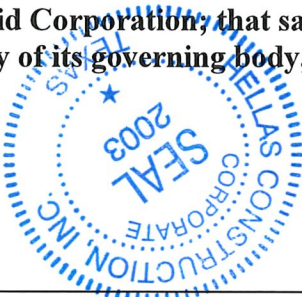
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as


President/CEO

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL



SIGNATURE

3/16/17

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☒ YES or NO ☐

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Hellas Construction, Inc.

Print name of authorized representative Reed J. Seaton

Signature of authorized representative 

Date 3/16/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Hellas Construction, Inc.

Name of company expressly waiving confidential status of material

Reed J. Seaton, President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

12710 Research Blvd. Ste 240, Austin TX 78759 (512)250-2910

Address City State ZIP Phone



THINKING AHEAD

February 24, 2017

To whom it may concern:

RE: HELLAS CONSTRUCTION, INC.

To Whom It May Concern:

Hellas Construction, Inc. is a highly regarded and valued client of Holmes Murphy & Associates, LLC and Liberty Mutual Insurance Company, rated A (Excellent) by A.M. Best. We have had the privilege of providing bonds to them for many years. Hellas Construction, Inc. has an excellent reputation in the construction industry and we would recommend them highly to any owner.

Hellas Construction, Inc. has a bonding capacity for single projects in the \$10,000,000 range and an aggregate bonding capacity in the \$60,000,000 range. If Hellas Construction, Inc. is awarded a contract and requests that we provide the necessary Performance, Payment and/or Maintenance Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Hellas Construction, Inc. and ourselves, we assume no liability to third parties or to you by the issuance of this letter.

Sincerely,

Ginger Hoke, Attorney-in-Fact
Liberty Mutual Insurance Company

**WARRANTY
&
CARE AND MAINTENANCE MANUAL**



SYNTHETIC SURFACE

INSTALLED AT

OWNER:

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM!

HELLAS GUARANTEE CORP
12710 Research Blvd., Suite 240
Austin, TX 78759

512/250-2910
Fax 512/250-1960

FIVE-YEAR WARRANTY

WARRANTOR: Hellas Guarantee Corp. (HGC)

OWNER:

PROJECT: **epiQ TRACKS™** _____ Synthetic Track Surface
Installed at **PROJECT.**

WARRANTY: HGC warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawing, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 60 months from the Effective Date as defined below; provided, however, that all stripes and markings on the Surface are warranted for a period of twenty-four months from the Effective Date.

RESPONSE FOR WARRANTY REPAIRS: HGC agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as proved below and after HGC carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HGC within thirty calendar days from HGC's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HGC may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (b) an inadequate or defective pre-existing base or surface; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) static or dynamic loads exceeding HGC recommendations; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HGC's written instructions. HGC does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by HGC and which are used in connection with installing the Surface.

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HGC's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HGC'S PART. HGC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR

INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HGC'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HGC'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HGC neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HGC's contract for the Surface and shall not be enforceable against any such party. All pre-existing base or surface upon which the Surface has been installed is specifically excluded from any coverage by this Warranty. HGC's previous acceptance of any such pre-existing base or surface for installation of the Surface shall not be deemed to constitute a warranty or other guarantee thereof.

MAINTENANCE INSTRUCTIONS: HGC has supplied Owner with a copy of a Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator (Track), Hellas Guarantee Corp., 12710 Research Blvd., Suite 240, Austin, TX 78759.

INSPECTION AND TESTS: HGC shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HGC in its discretion may deem advisable. Owner shall promptly furnish HGC with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HGC shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HGC shall pay for the costs of all tests and analyses conducted or directed by HGC's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is _____.

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

OWNER

By:_____

Title:_____

Date:_____

HELLAS GUARANTEE CORP.

By:_____

Title:_____

Date:_____

Attachment: Instructions for Care and Maintenance
of Your Hellas Track Surface

**Suggestions for
Care and Maintenance
Of an *epiQ* TRACKS[™] Surface**

1. Limit vehicular traffic to only lightweight maintenance equipment and mowers. Mower operators must elevate mowers to maximum height and all equipment should cross-areas on plywood-protected paths.
2. If other vehicles MUST use the track:
 - A. Avoid standing still and operating power steering.
 - B. Avoid gasoline and oil spillage and drippings from all motorized Equipment and vehicles.
 - C. Avoid jack rabbit starts.
 - D. Avoid slamming of brakes.
3. Team crossing areas - heavy foot traffic areas:
 - A. Lay crossing mats.
 1. Indoor - outdoor carpet.
 2. Rubber Belting.
 3. Artificial Grass.
 - B. Each of the above is preferable to plywood
4. ***No roller blades, roller-skates, skateboards, bicycles, tricycles, wheelchairs or any other self-propelled, or otherwise-propelled wheeled apparatus shall be allowed on the facility.***
5. Apply a six-inch spray of water base vegetation killer on all edges where grass abuts. (i.e. Round-Up by Monsanto)
 - A. Once Monthly during growing season.
 - B. Every 60 days during dormant periods.
6. When and if **ant infestation** becomes apparent, and this typically appears at the edges, curbing, and/or in existing cracks, we suggest that a powder application of Orthene (byOrtho) be immediately applied. A comparable type of insecticide may be as effective. Always follow the written manufacturer's directions.
 - This problem should be addressed at earliest recognition.
7. Use weed eaters only if extreme caution is taken not to allow cutting line to contact surfaced area.
8. **Do not use any fertilizers at all near the track or spill it on the track. It will stain your track. (If container warns of concrete staining, it will also stain your track.) In addition, do not get any grass seed on the track, as it will grow.**
9. It is difficult to broom a surfaced area.
 - A. Use water nozzle and hose
 - B. Use blower.
10. Do not use surfaced area for storage.

- A. Irrigation equipment and pipes.
 - B. Hurdles - high jump or pole vault standards - pits.
11. Lift and carry equipment for placement. - DO NOT DRAG - (i.e. hurdles).
12. Coaches: Try to provide even wear on each lane.
- A. Alternate lanes for practice, daily.
 - 1. Starts
 - 2. Hurdles
 - 3. Hand - offs
 - 4. Distance work
 - B. Keep an alert eye out for individuals intentionally damaging the surface with spikes, vandalism, etc.
 - C. Maximum spike length: 1/4"
Preferred: 3/16"
13. Signs can be helpful.
- Examples:
- A. No wheeled vehicles nor pets allowed on track.
 - B. No roller blades, roller-skates, skateboards, etc. permitted.
 - C. Joggers - Please use outside 3 lanes only.

These suggestions can possibly aid you in extending the life of your track and its appearance.

Your track is tough and can withstand hard use; but please, always exercise common sense and your best judgment.



WARRANTY FOR CONSTRUCTION

BETWEEN the Owner:

Name: SAMPLE
Address:
City, State, Zip:

And Contractor:

Hellas Guarantee Corp. (HGC)
12710 Research Blvd., Suite 240
Austin, TX. 78759

Telephone: 512-250-2910
Fax: 512-250-1960

Project -

Project Location –

Warranty

Upon receipt of full payment for the value of this contract, HGC will warrant its workmanship against defects for a period of one (1) year from the effective date. This warranty shall apply only to conditions caused by defective workmanship furnished by Hellas Construction, Inc.

DISCLAIMER OF IMPLIED WARRANTIES

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY DESCRIBED IN THE PRECEDING SECTION. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

Hellas Guarantee Corp.

By: _____
Signature
Mike Erikson
Print

Date: _____

Title: Vice President

OWNER hereby accepts this contract and authorizes Contractor to complete the work and agrees to the payments terms as set forth herein.

OWNER NAME – SAMPLE

By: _____
Signature

Print

Date: _____

Title: _____



**WARRANTY
&
CARE AND MAINTENANCE MANUAL**

SYNTHETIC TRACK SURFACE

INSTALLED AT

SAMPLE

OWNER:

SAMPLE

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM!

HELLAS GUARANTEE CORP
12710 Research Blvd., Suite 240
Austin, TX 78759

512/250-2910
Fax 512/250-1960

ONE-YEAR WARRANTY

WARRANTOR: Hellas Guarantee Corp. (HGC)

OWNER: SAMPLE

PROJECT: _____ RETOP Synthetic Track Surface ("Surface")
Installed at SAMPLE

WARRANTY: HGC warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawing, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 12 months from the Effective Date as defined below; provided, however, that all stripes and markings on the Surface are warranted for a period of twelve (12) months from the Effective Date.

RESPONSE FOR WARRANTY REPAIRS: HGC agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after HGC carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HGC within thirty calendar days from HGC's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HGC may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (b) an inadequate or defective pre-existing base or surface; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) static or dynamic loads exceeding HGC recommendations; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HGC's written instructions. HGC does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by HGC and which are used in connection with installing the Surface.

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HGC's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HGC'S PART. HGC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HGC'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HGC'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HGC neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HGC's contract for the Surface and shall not be enforceable against any such party. All pre-existing base or surface upon which the Surface has been installed is specifically excluded from any coverage by this Warranty. HGC's previous acceptance of any such pre-existing base or surface for installation of the Surface shall not be deemed to constitute a warranty or other guarantee thereof.

MAINTENANCE INSTRUCTIONS: HGC has supplied Owner with a copy of a Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator (Track), Hellas Guarantee Corp., 12710 Research Blvd., Suite 240, Austin, TX 78759.

INSPECTION AND TESTS: HGC shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HGC in its discretion may deem advisable. Owner shall promptly furnish HGC with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HGC shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HGC shall pay for the costs of all tests and analyses conducted or directed by HGC's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is _____ .

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

OWNER (SAMPLE)

HELLAS GUARANTEE CORP.

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

Attachment: Instructions for Care and Maintenance
of Your Hellas Track Surface

**Suggestions for
Care and Maintenance
Of A "Hellas" Track**

1. Limit vehicular traffic to only lightweight maintenance equipment and mowers. Mower operators must elevate mowers to maximum height and all equipment should cross-areas on plywood-protected paths.
2. If other vehicles MUST use the track:
 - A. Avoid standing still and operating power steering.
 - B. Avoid gasoline and oil spillage and drippings from all motorized Equipment and vehicles.
 - C. Avoid jack rabbit starts.
 - D. Avoid slamming of brakes.
3. Team crossing areas - heavy foot traffic areas:
 - A. Lay crossing mats.
 1. Indoor - outdoor carpet.
 2. Rubber Belting.
 3. Artificial Grass.
 - B. Each of the above is preferable to plywood
4. ***No roller blades, roller-skates, skateboards, bicycles, tricycles, wheelchairs or any other self-propelled, or otherwise-propelled wheeled apparatus shall be allowed on the facility.***
5. Apply a six-inch spray of water base vegetation killer on all edges where grass abuts. (i.e. Round-Up by Monsanto)
 - A. Once Monthly during growing season.
 - B. Every 60 days during dormant periods.
6. When and if **ant infestation** becomes apparent, and this typically appears at the edges, curbing, and/or in existing cracks, we suggest that a powder application of Orthene (byOrtho) be immediately applied. A comparable type of insecticide may be as effective. Always follow the written manufacturer's directions.
 - This problem should be addressed at earliest recognition.
7. Use weed eaters only if extreme caution is taken not to allow cutting line to contact surfaced area.
8. **Do not use any fertilizers at all near the track or spill it on the track. It will stain your track. (If container warns of concrete staining, it will also stain your track.) In addition, do not get any grass seed on the track, as it will grow.**
9. It is difficult to broom a surfaced area.

- A. Use water nozzle and hose
 - B. Use blower.
10. Do not use surfaced area for storage.
- A. Irrigation equipment and pipes.
 - B. Hurdles - high jump or pole vault standards - pits.
11. Lift and carry equipment for placement. - DO NOT DRAG - (i.e. hurdles).
12. Coaches: Try to provide even wear on each lane.
- A. Alternate lanes for practice, daily.
 - 1. Starts
 - 2. Hurdles
 - 3. Hand - offs
 - 4. Distance work
 - B. Keep an alert eye out for individuals intentionally damaging the surface with spikes, vandalism, etc.
 - C. Maximum spike length: 1/4"
Preferred: 3/16"
13. Signs can be helpful.
- Examples:
- A. No wheeled vehicles nor pets allowed on track.
 - B. No roller blades, roller-skates, skateboards, etc. permitted.
 - C. Joggers - Please use outside 3 lanes only.

These suggestions can possibly aid you in extending the life of your track and its appearance.

Your track is tough and can withstand hard use; but please, always exercise common sense and your best judgment.



WARRANTY

ACRYLIC TENNIS COURT SURFACE

INSTALLED AT

SAMPLE

(Owner)

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM !

HELLAS GUARANTEE CORP
12710 Research Blvd.
Suite 240
Austin, TX 78759
512-250-2910
FAX: 512-250-1960

WARRANTOR: Hellas Guarantee Corp. (HGC)
12710 Research Blvd., Ste. 240
Austin, TX 78759

OWNER: SAMPLE (Owner)

PROJECT: Acrylic Tennis Court Surface (the "Surface")
Installed at (Project Location).

WARRANTY: HELLAS GUARANTEE CORP. warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawings, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 12 months and that the colored surface will not wear through for a period of twelve months from the effective Date as defined below.

RESPONSE FOR WARRANTY REPAIRS: HGC agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as provided below and after HGC carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HGC within thirty calendar days from HGC's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HGC may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications which were not provided by HGC; (b) an inadequate or defective pre-existing base or surface under the Surface covered by this Warranty; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) excessive static or dynamic loads; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HGC's written instructions. HGC does not warrant or guarantee the accuracy or sufficiency of any drawings, plans or specifications not prepared by HGC and which were used in connection with installing the Surface. This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HGC's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HELLAS CONSTRUCTION'S PART. HGC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HGC'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HGC'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HGC neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HGC's contract for the Surface and shall not be enforceable against any such party. Labor and materials needed for any repair work not covered by this Warranty will be billed to Owner at HGC's regular hourly rates and materials charges.

WARRANTY DISCLAIMER ON PRE-EXISTING BASE AND UNDERLYING SURFACE COATING: All pre-existing base and surface coating (if any) upon which the new Hellas Construction Surface has been installed is specifically excluded from any coverage under this Warranty. HGC's previous acceptance of any such pre-existing base or surface coating for installation of the Surface shall not be deemed to constitute a warranty or other guaranty thereof. Depressions ("bird baths") in any pre-existing base or surface coating have been patched by HGC only as specified in the written plans and specifications for the Surface. Owner acknowledges and agrees that HGC does not guarantee that water will not collect or "pond" on the Surface after it is installed on the pre-existing base or surface coating. Owner further acknowledges and agrees that any damage caused to the Surface by (a) any pre-existing base or surface coating and (b) any cracks which are now in or which may develop hereafter in the pre-existing base or surface coating are specifically excluded from any coverage under this Warranty.

MAINTENANCE INSTRUCTIONS: HGC has supplied Owner with a copy of the written Instructions containing directions for the care and maintenance of the Surface. Owner acknowledges receipt of said Instructions and agrees to comply with and carry out the directions contained in it as a condition of this Warranty. The terms of the Instructions are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator, (Track/Tennis), Hellas Guarantee Corp., 12710 Research Blvd., Ste. 240, Austin, TX 78759.

INSPECTION AND TESTS: HGC shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HGC in its discretion may deem advisable. Owner shall promptly furnish HGC with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HGC shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HGC shall pay for the costs of all tests and analyses conducted or directed by HGC's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is SAMPLE - **TBD**.

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

HELLAS GUARANTEE CORP.

(Owner)

By: _____

By: _____

Title: _____

Reed J. Seaton
Title: President

Date: _____

Date: _____

Attachment: Instructions for Care and Maintenance of
Your Hellas Construction Tennis Court Surface

**Instructions For
Care and Maintenance
Of Your Hellas Construction Tennis Court Surface**

1. The surface is for tennis use only. No skateboards, roller blades or skates, bicycles, etc.
2. Use proper footwear -- white-soled tennis shoes only. No black-soled shoes should be worn. Black-soled shoes will leave black streaks or marks on the court surface.
3. No hard-soled shoes or shoes with spikes.
4. Do not take glass bottles or cups or other breakable containers onto the courts. Broken glass can damage the surface.
5. No chairs, benches, heavy objects or equipment should be allowed on the courts. They can damage the court surface.
6. Hellas Construction strongly recommends washing the courts at least once per month to remove dirt and dust from the surface of the court. Use water only or water with a small amount of mild detergent for stained areas. Do not use harsh detergents or cleaning agents. Do not use high pressure-zero degree nozzles. Note: If it rains frequently and the courts drain quickly, extra cleaning may not be necessary.
7. Any areas that hold puddles after a rain or after washing should be swept or squeegeed. Standing water can cause bubbling and premature delamination of the color system.
8. For player safety, keep the surface clear of leaves, branches and other debris. Do not allow play when the surface is wet.
9. Inspect the surface monthly for damage, wear or vandalism. Make repairs promptly using appropriate materials. Cracks should be filled annually or as necessary.



WARRANTY

SYNTHETIC TRACK SURFACE

INSTALLED AT

SAMPLE

OWNER

SAMPLE

IMPORTANT: PLEASE SIGN AND RETURN ONE COPY OF THIS WARRANTY TO THE ADDRESS BELOW IN ORDER FOR US TO REGISTER YOUR TRACK / TENNIS WARRANTY IN OUR SYSTEM.

FAILURE TO DO THIS MAY RESULT IN DELAYS OR DENIAL IN CASE OF A CLAIM !

HELLAS GUARANTEE CORP
12710 Research Blvd., Suite 240
Austin, TX 78759

512/250-2910
Fax 512/250-1960

THREE-YEAR WARRANTY

WARRANTOR: Hellas Guarantee Corp. (HGC)

OWNER: **SAMPLE**

PROJECT: LATEX – SAMPLE Synthetic Track Surface ("Surface")
Installed at SAMPLE.

WARRANTY: HELLAS GUARANTEE CORP warrants to Owner, subject to the terms and conditions contained in this Warranty, that the above-described Surface is free from defects in materials and workmanship under normal use and service, and that the Surface was installed in accordance with the drawing, plans and specifications for the Surface.

WARRANTY PERIOD: This Warranty shall be in force for a period of 36 months from the Effective Date as defined below; provided, however, that all stripes and markings on the Surface are warranted for a period of twenty-four months from the Effective Date.

RESPONSE FOR WARRANTY REPAIRS: HGC agrees to perform all repairs required by this Warranty within a reasonable time upon receiving proper written notice from Owner as proved below and after HGC carries out all inspections and tests, which it may deem necessary or advisable. Any required repair work shall be initiated by HGC within thirty calendar days from HGC's receipt of Owner's written notice requesting such repairs, or within such other time in excess of thirty calendar days as Owner and HGC may mutually agree in writing.

LIMITATIONS AND EXCLUSIONS: This Warranty does not apply to any defect, failure, damage, or undue wear in or to the Surface caused by or connected with: (a) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (b) an inadequate or defective pre-existing base or surface; (c) the inherent characteristics of the earth or surface upon which the Surface is installed; (d) misuse, abuse, or deliberate acts of vandalism; (e) accident, negligence, or acts of God; (f) static or dynamic loads exceeding HGC recommendations; (g) use of improper cleaning methods; or (h) Owner's failure to care for and maintain the Surface in accordance with HGC's written instructions. HGC does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by HGC and which are used in connection with installing the Surface.

This Warranty shall not apply to the Surface, or any part thereof, which has been repaired or altered without HGC's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Surface made by Owner except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON HGC'S PART. HGC

SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ALLEGING DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY.

HGC'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE SURFACE WHICH MAY BE DETERMINED TO BE DEFECTIVE. HGC'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE SURFACE WHICH IS REPAIRED OR REPLACED.

HGC neither assumes nor authorizes any person to assume for it any other liability in connection with the sale, installation or use of the Surface. This Warranty shall not be construed to be an obligation of any performance or other bond furnished by any party in connection with HGC's contract for the Surface and shall not be enforceable against any such party. All pre-existing base or surface upon which the Surface has been installed is specifically excluded from any coverage by this Warranty. HGC's previous acceptance of any such pre-existing base or surface for installation of the Surface shall not be deemed to constitute a warranty or other guarantee thereof.

MAINTENANCE INSTRUCTIONS: HGC has supplied Owner with a copy of a Maintenance Manual containing written instructions for the care and maintenance of the Surface. Owner acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference.

CLAIMS: All claims by Owner under this Warranty must be made in writing to the following address within thirty calendar days after Owner learns of any defect giving rise to the claim: Contract Administrator (Track), Hellas Guarantee Corp., 12710 Research Blvd., Suite 240, Austin, TX 78759.

INSPECTION AND TESTS: HGC shall be allowed to inspect the Surface during reasonable business hours regarding any claim, which Owner makes under this Warranty; to be present at and to analyze the results of all tests conducted by Owner or others; and to conduct such tests as HGC in its discretion may deem advisable. Owner shall promptly furnish HGC with a copy of all written reports of any tests performed by Owner or on Owner's behalf. HGC shall not be responsible for any costs or expenses incurred by Owner or others with respect to such tests, except that HGC shall pay for the costs of all tests and analyses conducted or directed by HGC's representatives.

EFFECTIVE DATE: The Effective Date of this Warranty is _____.

GOVERNING LAW: This Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas.

OWNER

HELLAS GUARANTEE CORP.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Instructions for Care and Maintenance
of Your Hellas Track Surface

**Suggestions for
Care and Maintenance
Of A "Hellas" Track**

1. Limit vehicular traffic to only lightweight maintenance equipment and mowers. Mower operators must elevate mowers to maximum height and all equipment should cross-areas on plywood-protected paths.
2. If other vehicles MUST use the track:
 - A. Avoid standing still and operating power steering.
 - B. Avoid gasoline and oil spillage and drippings from all motorized Equipment and vehicles.
 - C. Avoid jack rabbit starts.
 - D. Avoid slamming of brakes.
3. Team crossing areas - heavy foot traffic areas:
 - A. Lay crossing mats.
 1. Indoor - outdoor carpet.
 2. Rubber Belting.
 3. Artificial Grass.
 - B. Each of the above is preferable to plywood
4. ***No roller blades, roller-skates, skateboards, bicycles, tricycles, wheelchairs or any other self-propelled, or otherwise-propelled wheeled apparatus shall be allowed on the facility.***
5. Apply a six-inch spray of water base vegetation killer on all edges where grass abuts. (i.e. Round-Up by Monsanto)
 - A. Once Monthly during growing season.
 - B. Every 60 days during dormant periods.
6. When and if **ant infestation** becomes apparent, and this typically appears at the edges, curbing, and/or in existing cracks, we suggest that a powder application of Orthene (byOrtho) be immediately applied. A comparable type of insecticide may be as effective. Always follow the written manufacturer's directions.
 - This problem should be addressed at earliest recognition.
7. Use weed eaters only if extreme caution is taken not to allow cutting line to contact surfaced area.
8. **Do not use any fertilizers at all near the track or spill it on the track. It will stain your track. (If container warns of concrete staining, it will also stain your track.) In addition, do not get any grass seed on the track, as it will grow.**

9. It is difficult to broom a surfaced area.
 - A. Use water nozzle and hose
 - B. Use blower.
10. Do not use surfaced area for storage.
 - A. Irrigation equipment and pipes.
 - B. Hurdles - high jump or pole vault standards - pits.
11. Lift and carry equipment for placement. - DO NOT DRAG - (i.e. hurdles).
12. Coaches: Try to provide even wear on each lane.
 - A. Alternate lanes for practice, daily.
 1. Starts
 2. Hurdles
 3. Hand - offs
 4. Distance work
 - B. Keep an alert eye out for individuals intentionally damaging the surface with spikes, vandalism, etc.
 - C. Maximum spike length: 1/4"
Preferred: 3/16"
13. Signs can be helpful.
Examples:
 - A. No wheeled vehicles nor pets allowed on track.
 - B. No roller blades, roller-skates, skateboards, etc. permitted.
 - C. Joggers - Please use outside 3 lanes only.

These suggestions can possibly aid you in extending the life of your track and its appearance.

Your track is tough and can withstand hard use; but please, always exercise common sense and your best judgment.

SYNTHETIC TURF

MANUFACTURER'S LIMITED WARRANTY

HELLAS CONSTRUCTION INC., HEREBY WARRANTS THAT ITS SYNTHETIC TURF SURFACE, SUBJECT TO THE LIMITATIONS AND CONDITIONS SET FORTH BELOW, WILL FOR A PERIOD OF EIGHT YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, REMAIN SERVICEABLE AS A SPORTS FIELD SUITABLE FOR SOCCER, FOOTBALL AND OTHER SPORT RELATED ACTIVITIES APPROVED IN WRITING BY HELLAS CONSTRUCTION INC.

THIS WARRANTY COVERS: *DEFECTS IN EITHER MATERIALS OR WORKMANSHIP* RESULTING IN PREMATURE WEAR, DURING NORMAL AND ORDINARY USE OF THE PRODUCT WITHIN EIGHT YEARS FROM THE DATE OF COMPLETION OF THE INSTALLATION.

FURTHER, THE TURF FIBERS SHALL NOT WEAR OR DEGRADE IN WEIGHT DUE TO ULTRAVIOLET LIGHT EXPOSURE BY MORE THAN AN AVERAGE 12 % (TWELVE PERCENT) PER YEAR DURING THE AFOREMENTIONED TIME PERIOD NOR WILL THE COLOR OF THE TURF FIBERS FADE IN A NON-UNIFORM MANNER (EXCEPT AS AFFECTED BY CHANGES IN TEXTURE RESULTING FROM NORMAL MATTING, COMPRESSION, TRAFFIC PATTERNS, MISUSE, FAILURE TO PROPERLY MAINTAIN OR FROM SOILING/STAINING). COLORS COVERED UNDER WARRANTY INCLUDE HELLAS CONSTRUCTION INC., STANDARD COLORS (GREEN, WHITE, GOLD, AND BLUE).

LIMITATIONS OF WARRANTY:

- THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY WAIVED AND DISCLAIMED.
- IN NO EVENT SHALL HELLAS CONSTRUCTION INC., BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- IN NO EVENT SHALL HELLAS CONSTRUCTION INC., BE LIABLE UNDER THIS WARRANTY FOR ANY REMEDY BUT TO REPLACE THAT PORTION OF THE SYNTHETIC TURF FOUND TO BE DEFECTIVE.
- THIS WARRANTY DOES NOT COVER DEFECT, FAILURE, DAMAGE OR WEAR IN OR TO THE TURF CAUSED BY OR CONNECTED WITH THE FOLLOWING:
- DAMAGE BY USE OF IMPROPER FOOTWEAR SUCH AS LONG SPIKED TRACK SHOES AND REGULAR USE OF STEEL CLEATS. STANDARD FOOTBALL AND SOCCER CLEATS ARE RECOMMENDED.
- ABUSE, NEGLECT, VANDALISM, DELIBERATE ACTS, OR ACCIDENTS OR FROM OTHER THAN NORMAL AND ORDINARY USE OF THE PRODUCT. THE BASEBALL/SOFTBALL HIGH-USE AREAS ARE UNDER WARRANTY FOR 2 YEARS WHERE THE REMAINDER OF THE FIELD IS UNDER WARRANTY FOR 8 YEARS.
- ACT OF GOD, ACCIDENT OR CASUALTY, INCLUDING BUT NOT LIMITED TO: ACTS OF CIVIL OR MILITARY AUTHORITY INCLUDING GOVERNMENT PRIORITIES, STRIKES OR OTHER LABOR DISTURBANCES, FIRES, FLOODS, EPIDEMICS, WARS AND RIOTS, ETC.
- USE FOR ANY PURPOSE OTHER THAN THOSE APPROVED IN WRITING BY HELLAS CONSTRUCTION INC.,
- FAILURE TO COMPLY WITH HELLAS CONSTRUCTION INC.'S RECOMMENDATIONS OF THE MAINTENANCE MANUAL.
- LOADS EXCEEDING THE LIMITS DETAILED IN THE HELLAS CONSTRUCTION INC., MAINTENANCE MANUAL
- IMPROPER TREATMENT SUCH AS EXCESSIVE VEHICULAR TRAFFIC, GOLF CLUB USE ON THE SURFACE, FIREWORKS DISPLAYS, CONCERTS AND OTHER IMPROPER USE PATTERNS.
- DURABILITY OF EITHER ANY PAINTED LINE STRIPING OR, PAINTED FIELD DECORATION.

HELLAS CONSTRUCTION INC
12710 RESEACH BLVD. SUITE #240
AUSTIN, TEXAS 78759

SYNTHETIC TURF

MANUFACTURER'S LIMITED WARRANTY

OBLIGATIONS OF PURCHASER/CONDITIONS COVERAGE:

THE ABOVE WARRANTIES AND HELLAS CONSTRUCTION INC., OBLIGATIONS HEREUNDER ARE EXPRESSLY CONDITIONED UPON:

- HELLAS CONSTRUCTION INC., MUST BE IN RECEIPT OF PAYMENT IN FULL OF THE PURCHASE PRICE.
- THE PURCHASERS MAKING OF ALL MINOR REPAIRS TO THE UNIT, PROPERLY AND PROMPTLY, UPON DISCOVERY OF THE NEED FOR SUCH REPAIRS, INCLUDING THE CARE AND MAINTENANCE OF THE INFILL SYSTEM
- THE PURCHASERS MAINTAINING AND CARING FOR THE UNIT IN ACCORDANCE WITH HELLAS CONSTRUCTION INC., INSTRUCTIONS AND RECOMMENDATIONS, INCLUDING THE CARE AND MAINTENANCE OF THE UNIT
- THE RETENTION OF THE TURF AND/OR ACCESSORIES AT THE ORIGINAL PLACE OF INSTALLATION.
- THIS WARRANTY IS NON-TRANSFERABLE AND IS EXTENDED ONLY TO THE ORIGINAL PURCHASER.

DURATION OF COVERAGE

HELLAS CONSTRUCTION INC., MUST RECEIVE ALL WARRANTY CLAIMS IN WRITING AT ITS CORPORATE HEADQUARTERS. FAILURE TO DO SO WILL RENDER SUCH CLAIM INVALID. ALL CLAIMS MUST BE RECEIVED WITHIN EIGHT (8) YEARS WARRANTY PERIOD AFTER THE SUBSTANTIAL COMPLETION, OR WITHIN THIRTY (30) DAYS AFTER BUYER LEARNS OF THE CAUSE GIVING RISE TO ITS CLAIM, WHICHEVER SHALL OCCUR FIRST. NO CLAIM CAN BE MADE IN THE LAST 30 DAYS OF THE 8 YEARS.

HELLAS CONSTRUCTION INC., WILL EXAMINE ALL EVIDENCE SUBMITTED OR OBTAINED CONCERNING ANY CLAIM AND WILL DETERMINE THE VALIDITY OF AND DECIDE HOW TO RESPOND TO THE CLAIM. HELLAS CONSTRUCTION INC., WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE ANY VALID CLAIM.

PROJECT NAME: _____

DATE OF COMPLETION: _____

ACCEPTANCE BY BUYER: _____

ACCEPTANCE BY HELLAS CONSTRUCTION INC: _____



January 4, 2016

This will verify that Brian Jorgensen currently employed by Hellas Construction, Inc. with offices at 12710 Research Blvd., #240, Austin, TX 78759 has been awarded the designation of Certified Tennis Court Builder (CTCB) in the American Sports Builders Association (ASBA).

The Certified Builder Program was developed by the ASBA to help raise professional standards and to improve the practice of tennis court and running track construction. In order to obtain the certification designation, Mr. Jorgensen has passed a comprehensive written examination on construction and maintenance, and has fulfilled prescribed standards of experience to demonstrate a high level of expertise in construction.

The certification of Mr. Jorgensen was awarded in 2015, and remains in effect as long as the individual maintains the designation. The designation is maintained by compiling a prescribed number of activity points for work done within the industry, or by re-taking the exam. Certification is valid for three years following the original date and is maintained in three-year increments thereafter.

Certification is an individual designation, and is not awarded to, nor applicable to, the company for whom the certified individual works.

Should there be any question about the certification program, or about Mr. Jorgensen's designation, please contact ASBA at 866-501-ASBA (2722).



January 4, 2016

This will verify that Matt Schnitzler currently employed by Hellas Construction, Inc. with offices at 12710 Research Blvd., #240, Austin, TX 78759 has been awarded the designation of Certified Tennis Court Builder (CTCB), Certified Track Builder (CTB) and Certified Field Builder (CFB) in the American Sports Builders Association (ASBA).

The Certified Builder Program was developed by the ASBA to help raise professional standards and to improve the practice of tennis court and running track construction. In order to obtain the certification designation, Mr. Schnitzler has passed comprehensive written examinations on construction and maintenance, and has fulfilled prescribed standards of experience to demonstrate a high level of expertise in construction.

The track certification was awarded in 2004, the field certification was awarded in 2011 and the tennis certification was awarded in 2015 and remains in effect as long as the individual maintains the designations. The designations are maintained by compiling a prescribed number of activity points for work done within the industry, or by re-taking the exam. Certification is valid for three years following the original date and is maintained in three-year increments thereafter.

Certification is an individual designation, and is not awarded to, nor applicable to, the company for whom the certified individual works.

Should there be any question about the certification program, or about Mr. Schnitzler's designations, please contact ASBA at 866-501-ASBA (2722).



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Matt Schnitzler

The Designation

CERTIFIED FIELD BUILDER



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 3rd day of December, 2014

Certification valid for a period of 3 years.

Executive Vice-President

Certification Chairman