

TIPS VENDOR AGREEMENT (JOC)

Between SPA Skateparks and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 200201 Trades, Labor and Materials (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.

A Purchase Order, Agreement or Contract 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 should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

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

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

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

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.

- 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 the TIPS program.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if 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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book

unless agreed by the TIPS Member. 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 and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees

are recoverable by the prevailing party in any dispute resulting in litigation.

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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

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 to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. 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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

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 costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation 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 Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional 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 or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by 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/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor 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) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. 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 per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same 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.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles

for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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 three business days 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, bypassing the TIPS Agreement when the Member has requested the 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.

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name SPA Skateparks

Address 1301 Orlando Rd


City Austin State TX Zip 78733

Phone 512-203-5445 Fax 512-236-5272

Email of Authorized Representative info@spaskateparks.com

Name of Authorized Representative Yann Curtis

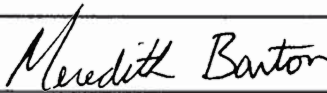
Title Vice President


Signature of Authorized Representative 

Date 3/9/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200201 Addendum 3 SPA Skateparks Supplier Response

Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Contact: Jensen Mabe, Construction Program Manager

Address: Region VIII Education Service Center

4845

Pittsburg, TX 75686

Phone: +1 (903) 438-6237

Fax: +1 (866) 839-8472

Email: bids@tips-usa.com

SPA Skateparks Information

Address: 1301 Orlando Rd
Austin, TX 78733

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

Yann Curtis

Signature

Submitted at 3/10/2020 1:25:42 PM

info@spaskateparks.com

Email

Requested Attachments

Vendor Agreement

2020 03 09 Vendor Agreement JOC - filled.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

2020 03 09 Agreement Signature Form - signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet

No response

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

RS Means Pricing Form JOC

2020 03 09 RS Means JOC Pricing Form - signed.pdf

The vendor must download the "RS Means JOC PRICING_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.
DO NOT UPLOAD encrypted or password protected files.

Xactimate Pricing JOC Form

No response

Should you choose to provide optional Xactimate pricing on you should upload that form here

References

2020 03 09 Reference Form JOC - filled.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

2020 03 09 SPA Skateparks TIPS Info - Supplementary - compiled.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

Warranty

2020 03 09 Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

SPAskateparksInfoPackFall2017NR.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

spa_square_white.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

2020 03 09 CONFIDENTIALITY_CLAIM_FORM - signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

2020 03 10 Good Guy Letter - SPA Skateparks.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Bid Attributes

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
Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>
or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>
Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

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.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="5122365272"/>

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="No response"/>

12	Secondary Contact Name Secondary Contact Name
	<input type="text" value="Erica Curtis"/>

13	Secondary Contact Title Secondary Contact Title
	<input type="text" value="Office Manager"/>

14	Secondary Contact Email Secondary Contact Email
	<input type="text" value="erica@spaskateparks.com"/>

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="5122933352"/>

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="No response"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="No response"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.
	<input type="text" value="Yann Curtis"/>

19	Admin Fee Contact Email Admin Fee Contact Email
	<input type="text" value="info@spaskateparks.com"/>

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5122035445"/>	

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="Yann Curtis"/>	

22	Purchase Order Contact Email Purchase Order Contact Email
<input type="text" value="info@spaskateparks.com"/>	

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5122035445"/>	

24	Company Website Company Website (Format - www.company.com)
<input type="text" value="www.SPAskateparks.com"/>	

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="03-0379743"/>	

26	Primary Address Primary Address
<input type="text" value="1301 Orlando Rd"/>	

27	Primary Address City Primary Address City
<input type="text" value="Austin"/>	

28	Primary Address State Primary Address State (2 Digit Abbreviation)
<input type="text" value="TX"/>	

29	Primary Address Zip Primary Address Zip
<input type="text" value="78733"/>	

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.)
<input type="text" value="skate, park, skate park, skatepark, contractor, construction, bike, bmx, pump track, shotcrete"/>	

**3
1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

**3
2** Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

**3
3** Company Residence (City)

Vendor's principal place of business is in the city of?

**3
4** Company Residence (State)

Vendor's principal place of business is in the state of?

**3
5** TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**3
6** Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7

Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3
8

After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3
9

Non-Pre-Priced Markup

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

4
0

Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1

Years Experience

Company years experience in this category?

4
2

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

3 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.

4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

4 Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 **Filing of Form CIQ**

5 If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 **Regulatory Standing**

6 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.

4 **Regulatory Standing**

7 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies 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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein 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.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the 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.

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)

All U.S. Departments, including the USDA are 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 and all other applicable laws and regulations.

5 2 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

5 3 2 CFR PART 200 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 the 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?

5 4 2 CFR PART 200 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)

Pursuant to the 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?

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2 CFR PART 200 Clean Air Act

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).

Pursuant to the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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6

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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.

Pursuant to the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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7

2 CFR PART 200 Federal Rule

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)

Pursuant to the 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).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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.

60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6
2

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

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3

Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

6 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

6 **Indemnification**

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."

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?

6 Remedies

6

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 MAY 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.

Do you agree to these terms?

6 Remedies Explanation of No Answer

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6 Choice of Law

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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?

69 Jurisdiction and Service of Process

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

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?

70 Alternative Dispute Resolution Explanation of No Answer

71 Infringement(s)

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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

72 Infringement(s) Explanation of No Answer

73 Acts or Omissions

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

Do you agree to these terms?

74 Acts or Omissions Explanation of No Answer

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Contract Governance

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

Yes

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6

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

7 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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

9 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 Verification Form**

0 Texas Government Code 2270 Verification Form
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 1 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8 2 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Attribute deleted as part of an Addendum

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
0

Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
1

Solicitation Deviation/Compliance

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

Yes

9
2

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.

No response

9
3

Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

9
4

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.

No response

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.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Sherman	Jimmy Mrozinski	jimmym@ci.sherman.tx.us	903-892-7350
City of Watauga	Salvador Torres	STorres@wataugatx.org	817.514.5828
City of Granbury	Aaron McLain	amclain@granbury.org	817-573-7275
City of Seguin	Jack Jones	jjones@seguintexas.gov	(830) 401-2482
Wells Branch MIUD	Matt Fuller	mfuller@wellsbranchmud.com	512-251-9814

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

SPA Skateparks

Name of company

Yann Curtis, Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

1301 Orlando Rd	Austin	TX	78733	5122035445
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 3/9/20

OR -----

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

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.

Signature  Date 3/9/20



March 10, 2020

TIPS

Re: Transcend, Inc. dba SPA Skateparks
Vendor Prequalification

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client Transcend, Inc. dba SPA Skateparks.

We have written bonds for Transcend, Inc. dba SPA Skateparks and have approved numerous requests for bid and performance bonds. While we do not have a formal bond limit for Transcend, Inc. dba SPA Skateparks, we would consider any reasonable requests for surety credit. In the past, we have considered bonds in the \$600,000+ single range with an aggregate limit in the \$1,000,000 range.

Any arrangement for bonds is a matter between Transcend, Inc. dba SPA Skateparks and the surety and we assume no liability to you or third parties if for any reason we do not execute bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me.

Sincerely,

Matthew Machacek

Matthew Machacek
Underwriter
SureTec Insurance Company

Warranty Information

SPA Skateparks is proud to lead the industry in innovative, custom concrete skateparks. Below is SPA's standard warranty terminology. These terms may be subject to change during client negotiations.

Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year.

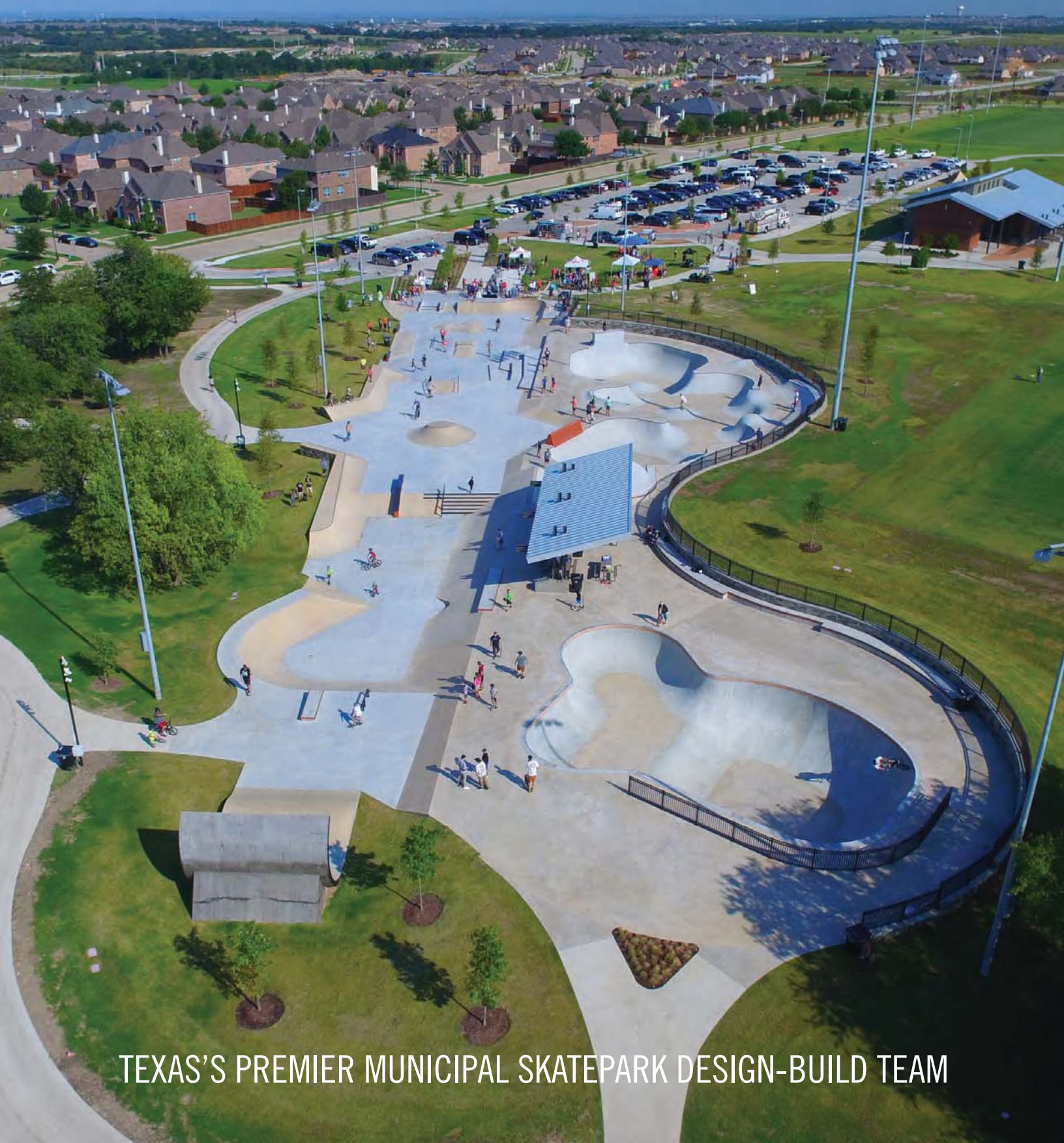
Part of SPA's post-project customer service program is the issuance of a Skatepark Maintenance Handover pamphlet. Throughout subsequent years after construction takes place, SPA Skateparks regularly visits past projects to monitor the health and safety of each facility. All site visit reports are kept on file and distributed to the client.

SPA
SKATEPARKS

with



NEWLINE
SKATEPARKS



TEXAS'S PREMIER MUNICIPAL SKATEPARK DESIGN-BUILD TEAM

ABOUT US





Let Us Introduce Ourselves

SPA Skateparks with New Line Skateparks is a full service design and construction team specializing in integrated concrete skateparks and other progressive wheeled sports environments. With nearly 300 highly recognized projects around the globe, we are proud to serve as one of the world’s longest running and most experienced skatepark specific design-build teams.

Our staff is comprised of registered landscape architects, engineering experts, graphic designers and construction professionals who are passionate active skateboarders. This passion inspires us to deliver cutting edge designs and authentic finished environments that create a meaningful connection between youth and the communities in which they live.

We love what we do. When we engage a community in the development process we bring a professional, organized, and fun attitude. The design journey is important and our approach is inclusive. We spare no resource to ensure youth and affected stakeholders truly become part of each project solution.



“The SPA/New Line approach to the public input process was very thorough, inclusive and interactive. City staff felt the public input meetings were ran very professionally and efficiently. Feedback from the stakeholders included positive comments and appreciation for allowing them to be ‘a part of the project’ as well as an increased feeling of ownership because this was ‘their design’. We feel the final design is the best possible fit for the user needs as well as the available space and budget.”

Curt Randa, Director
Parks and Recreation
City of Cedar Park, TX



Plaza at the Forks, Winnipeg, MB

“The Plaza at the Forks is proving to be one of the top skateboard facilities known to man. This project had the right decisions made from top to bottom: siting, budget, design and construction.”
Chad Balcom, SPS Regional Director

Skaters for Public Skateparks
Public Space Award



What We Believe...

SPA / New Line is committed to the improvement of natural and built environments for all generations. Our goal is to promote environmental quality as a way to protect what we value in our unique region. We carry this philosophy through in skatepark development. Through listening, watching and testing ideas, we create skatepark solutions that work in harmony with existing environments and ultimately lead to fully integrated places.

Skateparks are changing. The days of the stereotypical ‘grey square’ have long passed as a new era of concrete facility design responds to much more than purely function. When designed and constructed with strong community input and sensitivity to the surrounding context, skateparks not only become beloved destinations for local youth but celebrated public spaces for all to enjoy!



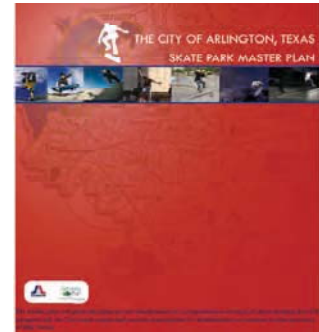
Services... The Art of Shaping Space

Planning- SPA/NLS provides planning expertise to municipal governments and community organizations for parks and recreation master planning as well as individual project developments. Over the last decade our team has participated in a number landmark planning studies for skatepark/wheeled sports networks across North America and Europe. Whether it be site selection, feasibility studies, fundraising programs, or long term facility development strategies, we strive to offer the best mix of qualified personnel and specialized resources for each unique planning challenge.



— Callingwood Youth Park
Concept Master Plan
Edmonton, AB

Site Selection Boards
Arlington, TX —



City-Wide Skatepark
Master Plan
Arlington, TX

Texas Recreation and Parks
Society
Planning Excellence Award



1st design workshop - Austin, TX
Pre-construction community info session - North Delta, BC —

Public Consultation - SPA/NLS provides comprehensive consultation services to facilitate community input in the design of skateparks and other progressive public spaces. As passionate skateboarders and avid park users ourselves, we know how important participation by youth and other members of the community will be to the long term success of each project. No matter what project size, we deliver a custom tailored program of hands-on, interactive design workshops and public presentations facilitated by principal members of our team. Outside of our scheduled meetings, youth and other stakeholders are encouraged to continue to submit written comments, sketches, pictures etc. through our specially developed custom web portal for immediate and ongoing feedback. Overall, we believe engaging the community in a meaningful way is the single most critical aspect of any skatepark design journey and a key factor to our team's continued success.



Services... The Art of Shaping Space

Design - SPA/NLS designs award winning municipal concrete skateparks and other wheeled sport environments that continually set the bar for international skatepark development. From day one, we have chosen to think outside the 'concrete square' by leading the industry in introducing a site and community-specific design approach, integrated art/sculptural installations, green/sustainable development initiatives, CPTED principles, innovative materials and aesthetic detailing, progressive lighting schemes, skateable donor recognition signage, and architecturally striking skatepark roof structures. We believe that every project and community has a unique 'story' that can be told through authentic and enduring skatepark architecture. To realize our unique designs, we take great pride in delivering photorealistic 3D facility modeling, animated project 'fly-through' experiences, and State-certified technical drawings to ensure complete project understanding and a thorough construction process for each park.

Construction - SPA Skateparks is Texas's most experienced provider of large-scale municipal skatepark construction services - serving as the General Contractor on a significant portion of the designs completed by our team. Whether it be complete turnkey project solutions or specialty services/products, we are recognized as a leader in the development of site-built concrete skatepark construction technology and practices. Our team has also worked hard to lead the industry in cost and schedule control, safety, and concrete quality accreditation - with a guarantee of design-build budget certainty, on-time project performance, and a ACI (American Concrete Institute) certified team members overseeing shotcrete operations. Finally, SPA Skateparks is fully bonded and insured and employs approximately 20 dedicated field staff leading municipal skatepark projects across the State.



NE Community Skatepark - Frisco, TX



Austin House Park Plaza - Austin, TX



Roanoke Skatepark - Roanoke, TX



Vandergriff Skate Plaza - Arlington, TX



McKinney Skatepark - McKinney, TX



Youth Park Design Philosophy...

SPA / NEW LINE has worked extensively in the planning, design and construction of concrete skateparks, BMX parks, mountain bike courses and other progressive 'casual recreation' facilities. Although this emerging area of recreation is not new, the participation levels associated with inline, BMX, mountain biking and skateboarding have climbed to exceptional levels over the last 15 years.

The inclusion of 'Action Sports' in the planning process benefits the whole community by making children, youth and adults that participate in these activities feel valued. Developing a youth park strategy that includes action sports programs and facilities will introduce new experiences and challenges for a broad demographic that is often difficult to engage and/or overlooked in community parks planning.



Developing a successful youth park design requires a consultant to think and act in a way that respects the desires of future park users. This respect must be balanced with an understanding of construction tolerances, safety standards, community needs, security, and budget. SPA / NLS has a diverse and qualified staff who consistently seek new ways to achieve the expectations of the target user group while setting realistic goals, limits and deadlines.

FEATURE PROJECTS



Community Skatepark Frisco, TX
Destination Park

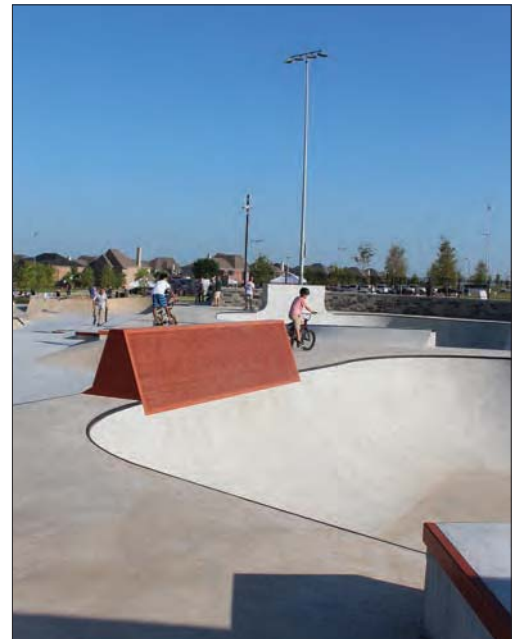
The Northeast Community Skatepark in Frisco, TX is a destination level, world-class all-wheeled mecca designed to accommodate users of all ages and skill levels. With over an acre of carefully detailed skateable terrain, this skatepark has A LOT OF EVERYTHING... FOR EVERYONE. The park consists of 3 main areas: the central Plaza, expansive modern Flow Complex, and competition-level Vert Bowl. The terrain experience is complimented by a state-of-the-art lighting system, significant integrated viewing and rest areas, custom sculptural features, stunning landscaping and mature oak trees, and a network of pedestrian linkages to the greater site's amenities (soccer fields, children's playscape, fishing pond etc). A big thank you and congratulations to the City of Frisco and their passionate residents for investing in this landmark community-driven project!

Project Budget \$1,450,000
Timeline Fall 2015 - Summer 2017
Client City of Frisco

- Team Responsibilities**
- site analysis and public process
 - conceptual and final design
 - full construction services



omnit Skatepark continue...



Cedar Park Skate Plaza Cedar Park, TX
Community Park

Located in the newly developed Brushy Creek Sports Park, the Cedar Park Skate Plaza offers a variety of modern plaza and bowl terrain woven seamlessly into the site's natural surroundings. The final design program was developed over a period of 4 months after an extensive outreach initiative with the public and key stakeholders from the local skate community. The result is a highly integrated skate facility that provides a distinct sense of place for local youth (and the young at heart) while also serving as an inviting destination for all park visitors.

Project Budget \$450,000
Timeline Spring 2008 - Fall 2008
Client City of Cedar Park

- Team Responsibilities**
- site analysis and public process
 - park programming
 - conceptual and final design
 - full construction



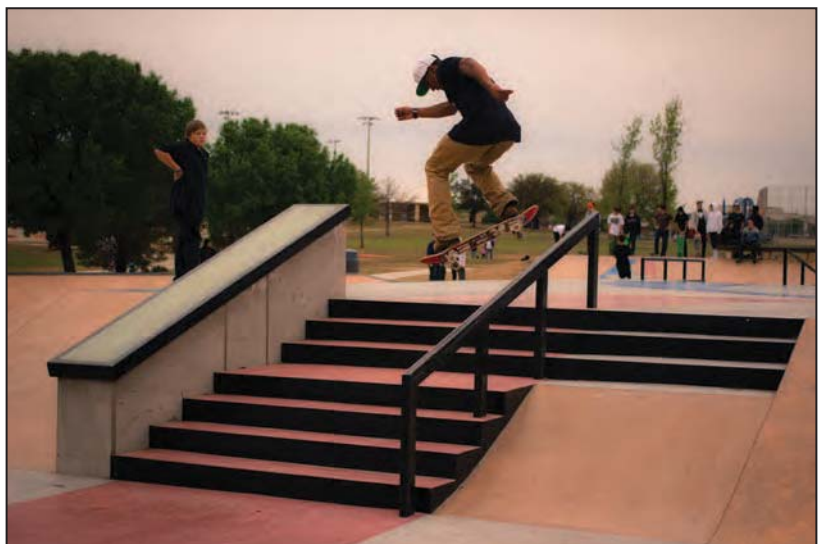
Vandergriff Skatepark Arlington, TX
Destination Park

Arlington, TX's Vandergriff Park Skatepark features three distinct areas of plaza, bowl and modern snake-run youth park terrain designed to be constructed in phases relative to project funding milestones. Skateable features take artistic cues from the iconic City of Arlington logo and the facility's overall layout harmonizes with existing mature trees found throughout the surrounding site. Now complete, the skatepark not only serves as the City's first modern concrete skateboarding facility but one of the largest and most compelling destination parks in the region.

Project Budget \$1,200,000 **Phases** 3
Timeline Summer 2012 - Spring 2014
Client City of Arlington

Team Responsibilities

- public process
- conceptual and final design
- speciality concrete construction (Phase 1)



Beautiful Mountain Skate Plaza Beaumont, TX
Neighborhood Park

SPA / New Line proudly presents the Beautiful Mountain Skate Plaza - located at the City of Beaumont's downtown intersection of Laurel Ave and Magnolia St. The distinctive circular plaza design features a wide selection of versatile urban terrain elements derived from architectural cues found within the adjacent city Events Center Campus and a series of input meetings with local skateboarders and surrounding community members. Since opening, the Plaza has proven to be hugely popular with not only skateboarders, but a greater community of downtown residents and visitors who share Beaumont's evolving urban landscape!



Project Budget \$422,000
Timeline Summer 2013
Client Beaumont

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - full construction services



Ruben Pier Skate Plaza Odessa, TX
Community Park

The long anticipated Ruben Pier Skate Plaza is now a reality for the growing community of Odessa. Located within the City's expansive Sherwood Park, the Plaza was designed to not only provide local skateboarders with a safe and compelling environment to call their own but to also serve as a place to engage the entire community in the celebration of youth and the life of local skateboarder, Ruben Pier. Along with an assortment of unique 'real street' elements and a one of a kind stand alone bowl unit, the plaza features a combination of locally inspired sculptural features, integrated natural 'green' islands, shaded viewing areas, and a marquee skateable entry sign recognizing the Plaza's namesake.

Project Cost \$355,000
Timeline Spring 2008 - Fall 2008
Client City of Odessa

Team Responsibilities
 - site analysis and public process
 - conceptual and final design
 - full construction



McKinney Skatepark McKinney, TX
Destination Park

Through a 6 month collaborative development process with local youth, surrounding community members, and our design-build team, the City of McKinney has created one of the most progressive youth park developments in the Country. Located in the City's prized Gabe-Nesbitt Park, the skatepark offers over 30,000 sqft of 'Unique by Nature' plaza, obstacle, bowl, and ditch-inspired terrain designed for all ages, abilities, and riding styles.

Project Budget \$1,800,000

Timeline 2013

Client City of McKinney

Team Responsibilities

- site analysis and public process
- conceptual and final design
- full skatepark construction (aside from bulk earthworks)



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Granbury Skate Park Granbury, TX
Neighborhood Park

At approximately 6,000 square feet, and for all ages and skill levels, the Granbury skate park design takes the general shape of a triangle, consisting of three plaza lanes and a fully encapsulated bowl. The center of the triangle is a large landscaped area, breaking up what would otherwise be an expanse of concrete. The plaza elements include several rails and ledges, a 4 stair set, bank to bank, quarter pipe, and a unique Granbury-themed skateable signage feature closest to the parking lot. The profile of the signage symbolizes the mesa locally named Comanche Peak. Just a few miles from Granbury, this peak is the highest in Hood County and was the meeting ground for Comanche Indians. The words "Granbury Skate Park Dedicated to Keith W. Callahan" on the sign facing the parking lot is a show of thanks for Mr. Callahan's many years as the City's Director of City Services.

The skate park bowl has three pockets with depths from 3.5 feet to 5.5 feet. The metal skate park coping blends into concrete at the shallow section, allowing skaters to roll in to begin their runs. The skate park is connected to the existing walking path that encircles Granbury City Park, allowing skaters easy and safe access.

Project Budget \$250,000 **Phase** 1
Timeline Summer 2014
Client City of Granbury

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - full construction



Roanoke Skate Plaza | Roanoke, TX
Community Park

Roanoke TX, the 'Unique Dining Capital of Texas', continues to make its mark in the DFW Metroplex with the creation of a one of a kind skateable art plaza and pool style bowl in phase 2 of the City's popular Cannon Parkway Park. Nearly 20,000 sqft of meticulously detailed terrain offers opportunities for virtually all ages, skill levels, and riding styles, while the park's skateable 'dinnerware' sculptures guarantee a truly unforgettable visitor experience for users and spectators alike.

Project Budget \$750,000

Timeline Spring 2015

Client City of Roanoke

Team Responsibilities

- conceptual and final design
- construction

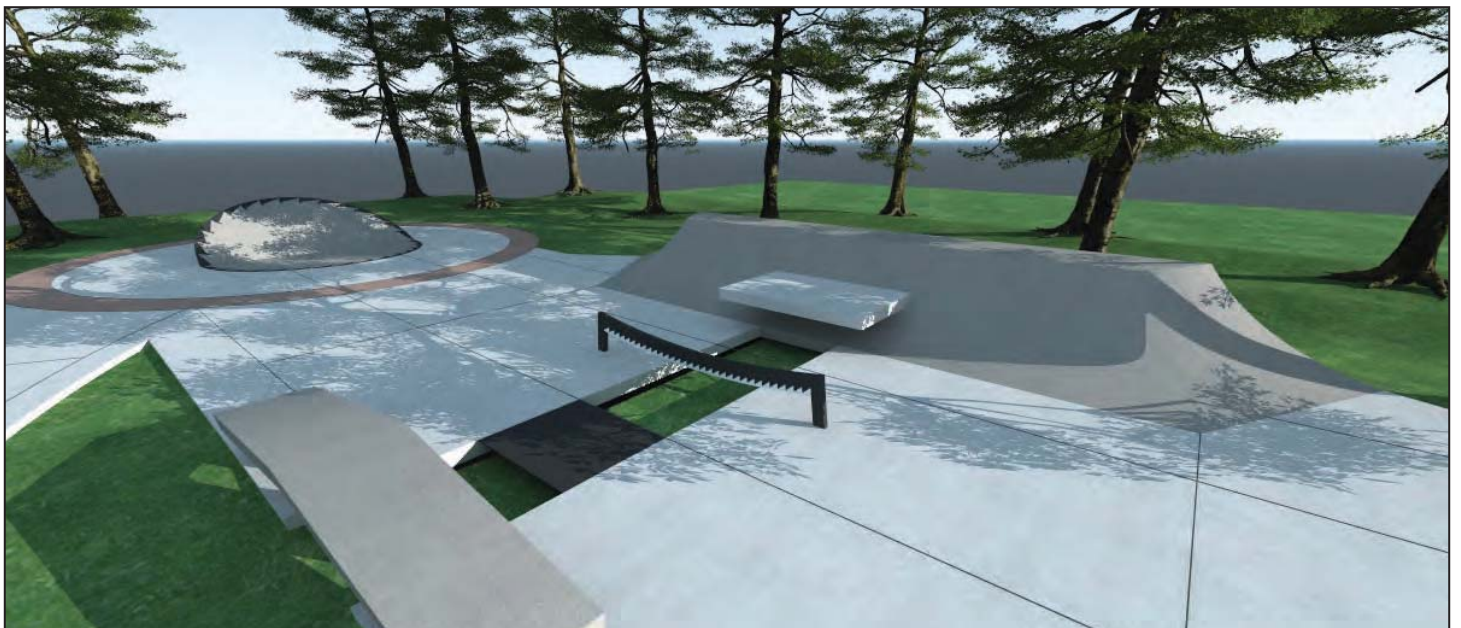
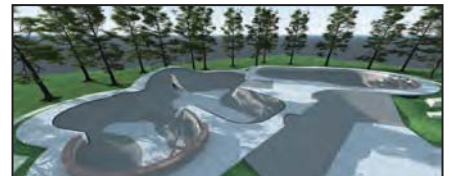
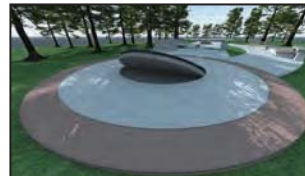


Kasmierski Park A Wheel Sports Plaza Conroe, TX
Community Park

Once again, SPA Skateparks, in collaboration with New Line took input from Conroe skaters and the local community to develop this unique and innovative design for the Kasmierski Park Wheel Sports Plaza. The skatepark will feature integral color concrete, integrated lighting and special viewing areas amongst an exciting collection of street elements, bowl units, and custom sculptural obstacles that reference various local landmarks as well as the rich forestry/timber and rail-way history of the Piney Woods area.

Project Budget \$650,000
Timeline Summer 2011 - Spring 2012
Client City of Conroe

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - full construction



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Alvin Skatepark Alvin, TX
Neighborhood Park

Boasting over 6,000 square feet of modern plaza and transitional terrain, the Alvin Skatepark truly represents a site-tailored facility that enhances an already-popular City park. SPA/New Line responded to the City's vision of creating a safe, sanctioned skateboarding/wheeled sports venue that would integrate with an established passive green space, children's playscape, performance area, and picnic shelter. This includes the implementation of 'skateable' seating/site furnishings, central 'green' area, and architectural detailing that references the colors and signage found in the park's historic rail-way building. Now open, the park serves as one of the area's most popular community recreation attractions.

Project Budget \$250,000
Timeline Fall 2011 - Spring 2012
Client City of Alvin

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - full construction



Boerne Skate Plaza Boerne, TX
Community Park

The Boerne Skate Plaza features approximately 14,000 sqft of custom skateable terrain split within 3 distinct zones: Plaza, Fun Track, and Bowl Complex. With a visual pattern reminiscent of the patch work of a quilt, the plaza area offers a multitude of unique street skating features inspired by the rectilinear forms found within the natural urban environment. This is contrasted by the flowing organic lines seen within the clover bowl and fun track that reference the City's famed Ciblow River. The entire development is finished with a selection of viewing areas and internal green islands designed to provide a pleasant and subtle integration with the surrounding site area.

Project Budget \$300,000 Phase 1
Timeline Spring 2008 - Fall 2008
Client City of Boerne

Team Responsibilities

- site analysis and public process
- conceptual and final design
- full construction

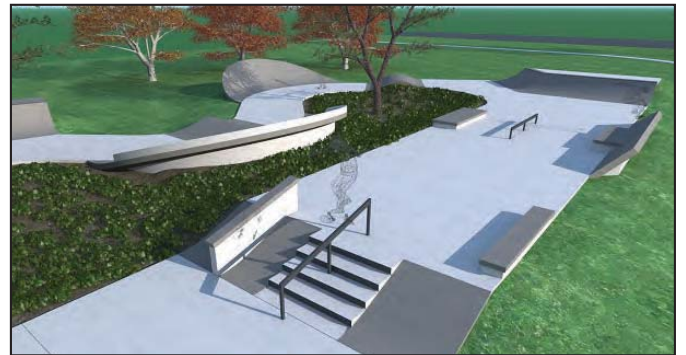


Beeville Skatepark Beeville, TX
Neighborhood Park

With a diverse combination of stairs, banks, ledges and a snake run inspired in a unique 'B' shaped footprint, the Beeville Skatepark is a smaller-scale neighborhood skatepark promises to deliver LARGE. The final design was developed closely with local youth and other interested community members over a 6 week period. Construction of the facility is now complete.

Project Budget \$200,000
Timeline Fall 2011 - Spring 2012
Client City of Beeville

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - full construction



Watauga Skatepark Watauga, TX
Community Park - Existing Slab Retrofit Project

Before its renovation, the Watauga skatepark consisted of a flat slab and metal prefabricated ramps that were surrounded by an unsightly chain link fence. Over the years the City recognized a steady decline in the utilization of the facility. In 2014, the City took input from local skaters who requested a custom poured in place concrete skatepark that they could call their own. Our team is honored to have been called upon to rejuvenate the skatepark as the City's design-build contractor. Our Design-Build Team, City staff and a focus group of local skaters began the process of collaborating on what the desired skatepark should look like, and over the course of the next several months, the City disposed of the metal ramps and removed the fence. As a value engineering item, the skatepark still includes much of the already-existing flat slab, which is still in great shape. Geofoam (structural foam) was used as a base in the creation of a number of the plaza features within the park. This type of form fill was strategically used in order to reduce excessive weight on the subsurface. The new facility is now truly inviting to skaters and the public alike, and actually enhances the existing surroundings within the park. The project is a great case study for communities looking to re-purpose an underutilized tennis court slab or rehab an existing metal ramp skatepark.



Project Budget \$225,000
Timeline Spring 2015
Client Watauga

Team Responsibilities
 - conceptual and final design
 - construction



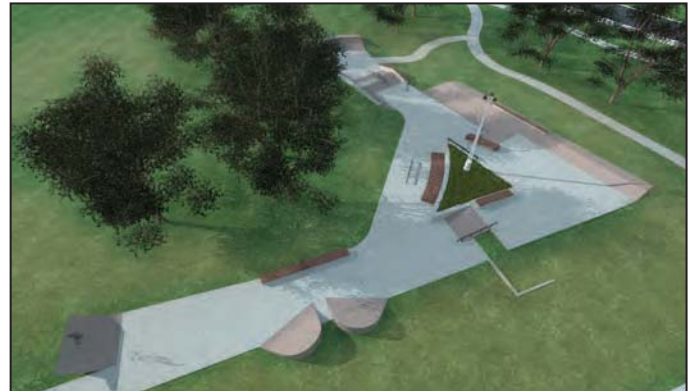
Texas City Skatepark Texas City, TX
Neighborhood Park

Located in the heart of Nessler Park, the Texas City Skatepark epitomizes the design-build skate park process. Our services began by assisting the City with site selection. Alongside Parks Department staff, an identified list of potential skatepark sites was analyzed and scored based on a list of factors including, but not limited to, existing on-site amenities and community accessibility. Next, skaters and other community members presented their preferences for skate features and other site-contextual items through a series of interactive design workshops led by our principal staff.

The resulting ~ 8,000 sqft skatepark includes a host of key 'street' skating elements such as rails, stairs, quarter pipes and ledges, but also a number of signature features referencing Texas City's aviation and nautical history. Terra-cotta and beige integral colored concrete finish-off the facility to match the neighboring City High School's colors. A system of walking trails, a basketball court and baseball field, and a recently renovated state-of-the-art water park all reside in the surrounding area. The greater site also holds a collection of mature oak trees that provide excellent shade in the Summer months and served to inform our "L" shaped facility layout.

Project Budget \$300,000
Timeline Summer 2013
Client City of Texas City

Team Responsibilities
 - site analysis
 - conceptual and final design
 - full construction



Vogel Creek Skate Spot *Houston, TX*
Skate Spot

The Vogel Creek Skate Spot (just outside Houston in Jersey Village, TX) truly represents a positive, cooperative effort between a local Water Utility District, their selected Engineering firm and a neighboring subdivision. At roughly 3,000 square feet, the skate spot resembles a skateable pathway connecting an existing jogging trail to the area's water utility district. Suspended artistic features, manual pads, rails, ledges, and the use of integral concrete color create a visually inspiring public space under the shade of mature oak trees. Skaters are active in the middle of the park while allowing other visitors to spectate, play, or jog safely around the facility's perimeter.

Project Budget \$100,000
Timeline Summer 2013

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - specialty concrete construction



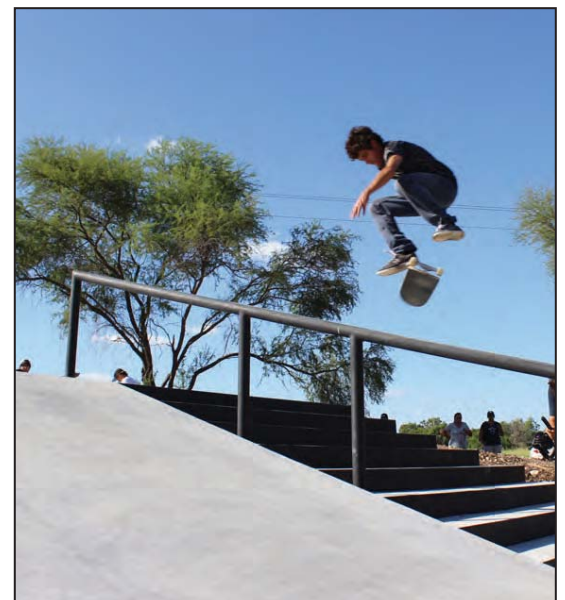
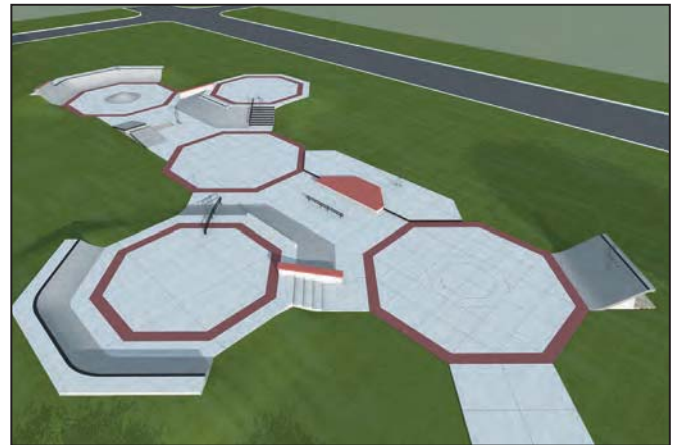
Seguin Community Park Skatepark Seguin, TX
Community Park

The highly anticipated Michael Thomas Raetzsch (MTR) Skatepark in Seguin, Texas has received rave reviews from local skaters and the greater region. Located only minutes from San Antonio, New Braunfels and San Marcos, the City of Seguin's MTR Skatepark will most certainly become a regular stop for Texas skaters.

The MTR Skatepark consists of a main line connected by three octagonal plaza areas. On both ends, and caddy corner from each other, are two more elevated octagonal areas. The result is a street skater's dream. Designed for all ages and skill levels, skatepark features include multiple stair cases, down and flat rails, London and China Bank type gaps, boulder detailed ledges, and banked and transitional walls just to name a few. The park's namesake is dominantly installed on the outside of a banked skate feature facing the park's entry.

Project Budget \$450,000
Timeline Summer 2015
Client City of Seguin

- Team Responsibilities**
- site analysis
 - conceptual and final design
 - construction administration





Case Park Plaza Austin, TX
Destination Park

After years of lobbying and planning, the City of Austin is now home to the state's premier downtown plaza and bowl complex. Through a series of interactive workshops with Austin's diverse skate and BMX community, a final design program was developed to include a near full spectrum of terrain types, integrated socializing/viewing areas, and an art/sculpture theme centered on the City's iconic live music reputation.

Project \$1,200,000
Timeline Jan 2008 - Apr 2011
Client City of Austin

- Key Responsibilities**
- public process
 - conceptual and final design
 - contract administration





NE Metro Skatepark Pflugerville, TX
Destination Park

Travis County's new destination skatepark serves as the highlight of the third and final phase of the area's widely popular NE Metro Regional Park. With approximately 30,000 sqft of highly detailed skateable terrain spread across nearly an acre of green space, the park offers a full spectrum skateboarding/bmx experience in an inviting natural setting characteristic of the Blackland Prairie region.

Timeline Summer 2010 - Summer 2012
Client Travis County

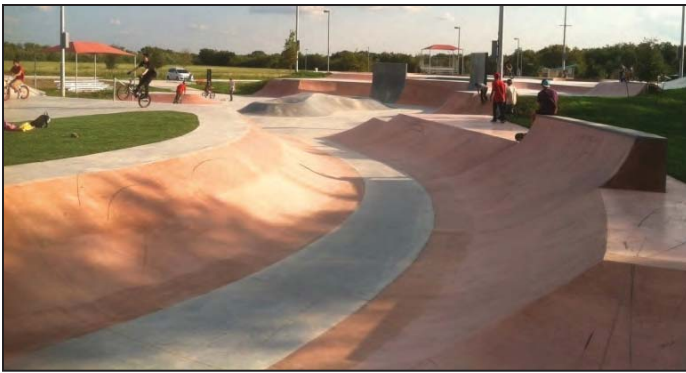
Team Responsibilities

- site analysis
- public process
- conceptual design
- final design





retro Skatepark continue...



REFERENCES





October 16, 2017

Project Management Team
SPA Skateparks, Inc.
2310 Rogge Lane
Austin, Texas 78723

RE: Northeast Community Park Skate Park

Gentlemen,

On behalf of the City of Frisco Parks & Recreation Department, I would like to thank you all for your tremendous effort and hard work on the Northeast Community Skate Park. The project was a very successful project that was delivered on time and within budget. The construction methodology and meticulous details exceeded our expectations and helped this project truly shine. The residents of Frisco and visitors from the surrounding Metroplex have been raving about this wonderful skate park. This project could not have been as successful without the level of commitment and effort from SPA Skateparks.

The project team's communication and foresight kept the project on track without any major delays. They were able to showcase their ingenuity by proposing alternative construction methods on Frisco's signature piece within the park. Due to their dedication to deliver above and beyond, and excellent craftsmanship, our park now displays a 16 foot tall concrete wave. Their hard work and dedication can be seen anywhere throughout our 47,000 square foot park. We thank SPA Skateparks for the tremendous job they were deliver here in Frisco, and we look forward to future opportunities.

Sincerely,

A handwritten signature in blue ink that reads "Shannon Keleher". The signature is fluid and cursive.

Shannon Keleher
Director of Parks & Recreation
City of Frisco Texas



May 16, 2013

SPA Skateparks
Attn: Mr. Curtis
1301 Orlando Road
Austin, TX 78733

Dear Mr. Curtis:

With our recently completed project, I wanted to thank you for the professional manner in which your company performed its responsibilities relative to design and construction. The city had significant ambition and expectations related to this project and your team consolidated that direction into a cohesive and tremendous asset for our community.

This was the city's first skatepark; therefore, the level of city staff experience with these types of facilities was limited. The level of expertise and education imparted by the SPA Skatepark staff was crucial in getting the city staff comfortable with and conversant on the intricacies of skatepark utility.

As we progressed into the actual construction, our assessment of SPA Skateparks' competency increased. The level of pride and craftsmanship was evident on a daily basis with our city staff project team marveling at the quality of the steel work. Staff comments including, 'work of art', 'these guys should expand their business to include large commercial sculptures', and 'what great attention to detail' were often overheard.

We are proud of the significant resource that McKinney now has and confident that any other community that chooses SPA Skateparks will be equally impressed.

Regards,

Lemuel P. Randolph
Director
Parks, Recreation and Open Space
City of McKinney, Texas

Parks, Recreation and Open Space

P.O. Box 517 • McKinney, Texas 75070 • Metro 972-562-6080



October 25, 2013

Jamie Curtis, President
SPA Skateparks
2310 Rogge Lane
Austin, TX 78723

Re: Beautiful Mountain Skate Plaza
Beaumont, TX

Dear Jamie,

Since the Grand Opening of our new skate plaza in August, dozens of skaters are onsite daily to experience the great design and quality of Beaumont's one and only skate plaza. You and your team listened to the local skaters and developed a skating plaza that incorporated everything they wanted within our budget.

It was a pleasure working with you and your team. Your commitment to make sure that every aspect of the project met your standards of quality and your attention to detail resulted in a one of a kind skateable streetscape far exceeding our expectations.

We thank you for your professionalism and look forward to working with you again in the future.

Sincerely

A handwritten signature in blue ink that reads "Brenda Beadle". The signature is written in a cursive, flowing style.

Brenda Beadle
Capital Projects Manager



www.alvin-tx.gov

CITY OF ALVIN

309 W. Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4299 ♦ FAX (281) 388-4367

Parks & Recreation Department

June 11, 2012

To whom it may concern,

It is with great pleasure and enthusiasm that I am writing to endorse SPA Skateparks for their industry leading expertise and delicate attention to detail regarding the design/build Alvin Skate Park Project. I am Daniel Kelinske, Director of Parks and Recreation for the City of Alvin and the project manager on behalf of the City of Alvin.

From the inception, SPA's level of professionalism, enthusiasm and overall passion for our project was paramount at all levels. The design team took a true interest, from final site selection to sampling our local flavor of skating and BMX freestyle, then sprinkling in a bit of rich history about our City, all brought to life in the overall design. For my opinion, SPA has created a masterpiece of color, texture and a richness that can only be found in Alvin, Texas. They are truly artisans of conception and concrete, taking our budget and maximizing it in a way that adds significant community pride, quality of place and so much more.

I urge you to consider SPA Skateparks when your community calls on you.

Regards,


Daniel Kelinske
Director Parks and Recreation

June 30, 2010

Project Management Team
SPA Skateparks, Inc.
2310 Rogge Lane
Austin, Texas 78723


Re: Cedar Park Skate Park Project

Gentlemen:

On behalf of the City of Cedar Park - Parks & Recreation Department, I would like to take this opportunity to congratulate you on the completion of a very successful project. SPA Skateparks has certainly exceeded our expectations by delivering the project on time, within budget and with a wow factor that has everyone in the community talking about it! SPA Skateparks is also to be commended for their unyielding commitment to safety and the very impressive safety record with this project.

Throughout the project, the positive attitude, communication and teamwork from the SPA Team allowed us to meet the challenges presented and to ultimately have a new 15,000 square foot Skate Park that the community can take pride in for many years to come. We thank you all for the professionalism and enthusiasm shown during this project and look forward to the next project opportunity with SPA Skateparks.

Sincerely,



Curt Randa, Director
Parks & Recreation Department
Cedar Park, Texas, 78613



CITY OF ODESSA

PARKS & RECREATION DEPARTMENT

December 11, 2009

To Whom It May Concern:

SPA Skateparks constructed the new Ruben Pier Memorial Skate Park at Sherwood Park, in Odessa, Texas. The Skate Park has been a huge success and truly a "gem" in the City of Odessa Parks system. SPA Skateparks provided a superb quality concrete "in-ground" Skate Park that consists of just over 10,000 square feet concrete with 80% of the Skate Park being plaza style and 20% of the Skate Park being a series of bowls. The Skate Park has approximately 70% of the concrete that is integral colored, providing a series of complimentary color schemes that not only makes the Skate Park aesthetically pleasing, but also provides a safety measure as the color changes note transitional areas. The attention to detail, professionalism, quality assurance, pride and enthusiasm that SPA Skateparks provided resulted in a Skate Park second to none. As a final note, the team members of SPA Skateparks performed an incredible demonstration to the 100-plus crowd in attendance at the opening day ceremony.

If you have any questions or need additional information, please contact me.

Sincerely,

Steve Patton
Director of Parks and Recreation
City of Odessa

SP:mmm



*Parks and Recreation
Department*

CITY OF CONROE

March 6, 2012

Yann Curtis
SPA Skateparks
2310 Rogge Ln.
Austin, TX 78723

Re: City of Conroe
Kasmiersky Park
Wheeled Sports Plaza

Dear Yann:

I want to thank you, Jamie and your team for providing a quality product regarding the phenomenal new Wheeled Sports Plaza at Kasmiersky Park. I was very pleased with the cooperation between SPA, Burditt, and the City. The project was completed on time and within the construction budget. I also appreciate the "extras" your firm provided to ensure the City was satisfied with the end product.

I look forward to SPA Skateparks bidding on future projects. Please don't hesitate to use me as a reference for future projects.

Sincerely,

Mike Riggins
Director of Parks and Recreation



City of Austin

Parks and Recreation Department
200 South Lamar Blvd, Austin, TX 78704

November 5, 2012

To Whom It May Concern:

In 2007, the City of Austin engaged New Line Skateparks, Inc. to design a world-class skate and BMX plaza and bowl complex within the city's urban core. The project included a complex site area, significant budget, and high expectations from local user-groups, City staff, and political constituents.

From start to finish New Line provided responsive, professional service that balanced budget limits and important urban design guidelines with the desires of the local skateboarding/BMX community as well as other citizens and visitors who share Austin's vibrant downtown area. New Line's ability to effectively engage the community and translate their input into the final design was especially impressive and the resulting completed facility is exceptional in terms of creativity, functionality, and overall quality.

It was a pleasure to work with the New Line Skateparks team and I would highly recommend their services to other communities.

Sincerely,

Gary Gregson
Project Coordinator
Austin Parks and Recreation
919 West 28½ Street
Austin, Texas 78705
Phone: (512) 974-9475
E-mail: gary.gregson@austintexas.gov

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

November 14, 2012

To Whom This May Concern,

In 2009, Travis County engaged New Line Skateparks, Inc. to design a 'Destination-Level' Concrete Skatepark as part of the third phase of the County's expansive multi-use North East Metropolitan Park.

As part of the design process, New Line Skateparks participated in several community consultations, led the youth design workshops, and tactfully incorporated the input and responses into the final design, to the satisfaction of the many interested user groups, local community, and County staff. The result is a one-of-a-kind, world-class Skateboarding/BMX facility that is exceptional in design and function, well integrated into the larger surrounding park area, and serves a wide range of users, abilities and ages. This skatepark is also unique in that it's currently the largest skatepark in Texas.

We found the staff at New Line Skateparks to be very professional, responsive, and dedicated towards the successful design and completion of this important project, and would have no hesitation working with them again in the future.

Sincerely,



Charles Bergh
Director
Travis County Parks

The Interlocal Purchasing System
4845 Highway 271 North,
Pittsburg, TX, 75686

March 9, 2020

Re: 200201 Addendum 2 (Trades, Labor and Materials
(JOC))



Thank you for considering SPA Skateparks as an approved TIPS vendor. SPA Skateparks is pleased to submit this qualification information to supplement the required RFP documents. Within this submission you'll find key personnel resumes, project experience and other relevant qualifications.

Company Summary and Qualifications

SPA Skateparks is a Texas- based construction firm specializing in custom designed concrete skate parks. Since our beginnings in 2006, our goal has been to provide unparalleled service by completing projects of the highest standards on time and within budget. We are proud to carry a 100% success record in this regard. Of the 35+ skate parks SPA Skateparks has completed in the past 10 years, SPA has never initiated a change order resulting in an increased contract amount. We have been careful to monitor our workload and company growth over our history. Most of our professional construction crewmen have been working *together* as one unit for many years, resulting in an unparalleled collection of skate park construction talent. SPA Skateparks' owners are also active operators, supervising the entire construction process. SPA places particular importance on safety. Daily jobsite meetings, weekly safety meetings, a familiar safety manual, and OSHA and TEXO SafetyFirst training have resulted in a very safety-conscience environment with no notable incidents to date.

TIPS Involvement

As a current TIPS vendor, SPA Skateparks has and always will diligently inform and educate its potential clients on the TIPS purchasing system as an option for procurement. SPA has completed several projects over the past few years under TIPS authority. SPA Skateparks continues to succeed in large part due to its sterling reputation. As such, we experience clients wanting to work with SPA on new or subsequent phases of existing projects. An expedited procurement method of SPA's services through TIPS is certainly what SPA plans to continue to offer.

The TIPS leadership team has been a very knowledgeable, friendly and useful partner. This is a relationship SPA looks forward to continuing, and further building upon, in the years to come.

Thank you again for considering our involvement as an approved TIPS vendor. Please contact us with any questions or comments you may have.

Sincerely,

A handwritten signature in black ink that reads "Yann Curtis".

Yann Curtis
SPA Skateparks
Vice President and Co-Owner

Let us Introduce Ourselves...

SPA Skateparks is a design -build firm specializing in the design and construction of in-ground, custom, concrete skatepark facilities for municipalities across the United States. We pride ourselves in the development of innovative, progressive facilities that truly respond to the local youth, skateboarders, community, and stakeholders. SPA provides a streamlined development process which begins with unparalleled public input sessions, continues on with professional construction services, and results in an integrated, top-notch, facility.

SPA Skateparks is a group of talented, motivated individuals who thrive off the creation of world class parks and are animated about innovative skateboard design and construction. We are passionate about conducting highly interactive input sessions with local skaters and advocates. We engage the community and participants with an exciting approach to the design journey and develop a sense of stewardship amongst the future users from day one. SPA's creative designs are on the forefront of skateboarding nationwide.



"SPA Skateparks has certainly exceeded our expectations by delivering this project on time, within budget and with a wow factor that has everyone in the community talking. Throughout construction the positive attitude, communication and teamwork from the SPA team has allowed us to meet the challenges presented and to ultimately have a new 15,000 sq. ft. skate park that the community can take pride in for many years to come."

Cedar Park, TX Parks Director – Curt Randa



"SPA created a true gem for the City of Odessa Parks system. SPA provided a superb quality in ground custom concrete skatepark. The attention to detail, professionalism, quality assurance, pride and enthusiasm of SPA was second to none. "

Odessa, TX Parks Director – Steve Patton

SPA Skateparks approaches the construction process as creatively and professionally as we do the design development journey. Our firm is constantly pushing the envelope with state of the art construction techniques that not only result in world class facilities, but also allow for construction of the largest facility possible within the available budget and space. SPA's unique attention to detail is unsurpassed within the industry and culminates in heightened quality and customer service from start to finish.

SPA Skateparks invites you to browse our feature projects and unique designs. Allow our clientele and references to inform you of the superior development process they experienced with the selection of our firm. We aim to develop, design, manage and construct a beautiful facility which local youth and skaters will be proud to have in their neighborhood. We look forward to working with your community in making the new skatepark development a huge success for everyone.

Key Project Staff...

Jamie Curtis

SPA Skateparks - owner / president



Mr. Curtis serves as the co-founder and president of SPA Skateparks. Well known within the Texas skateboarding industry, Mr. Curtis has been actively involved in cutting edge skatepark design and construction for nearly 10 years and serves as one of the State's most experienced concrete skatepark contractors. Under Jamie's direction, all of SPA Skateparks projects have been completed on time and within budget. In addition to currently working on the highly anticipated \$1.8 Million McKinney Skatepark, Jamie has also recently directed design and construction operations on the Conroe, Cedar Park, Odessa and Boerne Skateparks, as well as full construction works on the expansive 17,000 sqft New Braunfels Skate Plaza and College Station Skatepark. Jamie will serve as our team's Project Director and oversee all project operations.

Yann Curtis

SPA Skateparks - owner / vice president



Formerly the owner of the nationally acclaimed indoor skatepark "Skatepark of Austin" and founder of the highly successful online skateboard retailer "Gallery Mailorder", Yann Curtis is an active skateboarder with nearly 10 years of professional skate industry business administration experience. In his role as Vice President, Yann will be responsible for all in-house project management including accounting, contract issues, project scheduling, bidding/proposals, billing and website communications. In addition to his office role, Yann will also assist with the public consultation process (as an experienced design workshop facilitator) and may even be seen catching some fresh air from time to time helping the crew as an experienced concrete finisher.

Erica Dasko

SPA Skateparks - owner / vice president



Erica Dasko is the key Administrator for SPA Skateparks. Her extensive background in business management ensures our firm operates in an efficient and manner. You can be assured service with instant support and open communication. Her rolls include business development, client support, marketing, communication, and scheduling.

Jon Aultman

SPA Skateparks - site foreman



Mr. Aultman serves as SPA Skateparks' lead site foreman. Jon brings over 21 years of skateboard park design and construction experience specializing in all types of construction situations: public, private, high profile, municipalities, events, portable and non-profit. He has a fundamental knowledge of design and construction for "transition skateparks" (bowls and custom cornering) as well as modern street/plaza terrain. Jon will be onsite daily leading the SPA crew during survey, drainage, site prep, excavation, grading, compaction, metal fabrication, forming, concrete placement and shotcrete placement procedures through to project completion. Jon is known for his professionalism while working diligently and considerately with the construction team and client.

Cedar Park Skate Plaza Cedar Park, TX Community Park

Located in the newly developed Brushy Creek Sports Park, the Cedar Park Skate Plaza offers a variety of modern plaza and bowl terrain woven seamlessly into the site's natural surroundings. The final design program was developed over a period of 4 months after an extensive outreach initiative with the public and key stakeholders from the local skate community. The result is a highly integrated skate facility that provides a distinct sense of place for local youth (and the young at heart) while also serving as an inviting destination for all park visitors.

Project Budget: \$450,000

Timeline: Spring 2009 - Fall 2009

Client: City of Cedar Park

Team Responsibilities:

- public process
- design
- full construction



Ruben Pier Skate Plaza - Odessa Odessa, TX Community Park

The long anticipated Ruben Pier Skate Plaza is now a reality for the growing community of Odessa. Located within the City's expansive Sherwood Park, the Plaza was designed to not only provide local skateboarders with a safe and compelling environment to call their own but also serve as a place to engage the entire community in the celebration of youth and the life of local skateboarder, Ruben Pier. Along with an assortment of unique 'real street' elements and a one of a kind stand alone bowl unit, the plaza features a combination of locally inspired sculptural features, integrated natural 'green' islands, shaded viewing areas, and a marquee skateable entry sign recognizing the Plaza's namesake.

Project Budget: \$355,000

Timeline: Spring 2009 - Fall 2009

Client: City of Odessa

Team Responsibilities:

- public process
- design
- full construction



Boerne Skate Plaza *Boerne, TX* *Community Park*

The Boerne Skate Plaza features approximately 14,000 sqft of custom skateable terrain split within 3 distinct zones: Plaza, Fun Track, and Bowl Complex. With a visual pattern reminiscent of the patch work of a quilt, the plaza area offers a multitude of unique street skating features inspired by the rectilinear forms found within the natural urban environment. This is contrasted by the flowing organic lines seen within the clover bowl and fun track that reference the City's famed Ciblow River. The entire development is finished with a selection of viewing areas and internal green islands designed to provide a pleasant and subtle integration with the surrounding site area.

Project Budget: \$300,000 (phase 1)

Timeline: Spring 2009 - Fall 2009

Client: City of Boerne

Team Responsibilities:

- public process
- design
- full construction



Kasmiersky Park All Wheel Plaza *Conroe, TX Community Park*

Once again, SPA Skateparks, in collaboration with New Line took input from Conroe skaters and the local community to develop this unique and innovative design for the Kasmiersky Park Wheeled Sports Plaza. The skatepark will feature integral color concrete, integrated lighting and special viewing areas amongst an exciting collection of street elements, bowl units, and custom sculptural obstacles that reference various local landmarks as well as the rich forestry/timber and rail-way history of the Piney Woods area.

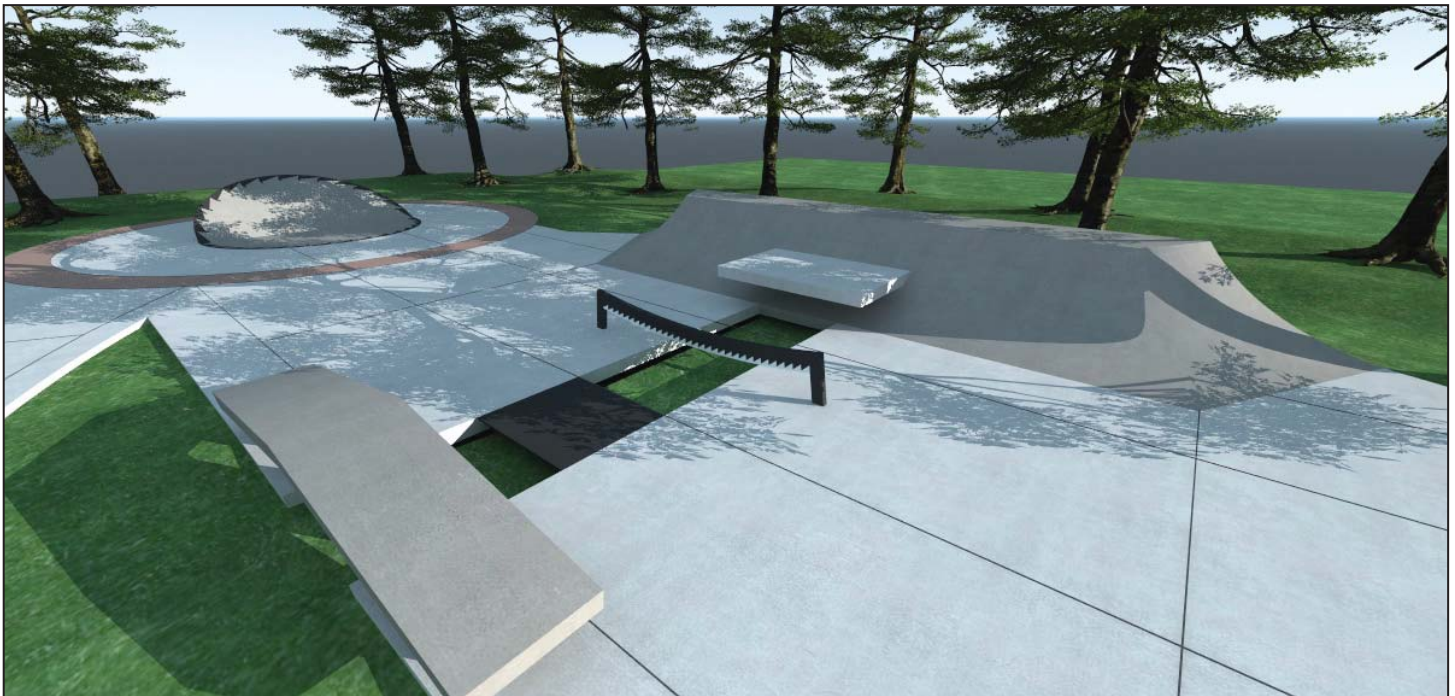
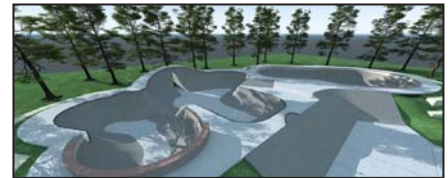
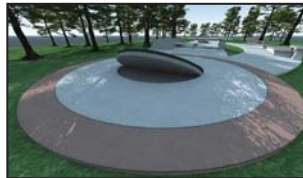
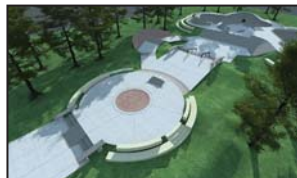
Project Budget: \$650,000

Timeline: Summer 2011 - Spring 2012

Client: City of Conroe

Team Responsibilities:

- site analysis
- design
- full construction



Kasmiersky Park All Wheel Plaza - Continued...



Alvin Skatepark *Alvin, TX* *Neighborhood Park*

Boasting over 6,000 square feet of modern plaza and transitional terrain, the Alvin Skatepark truly represents a site-tailored facility that enhances an already-popular City park. SPA/New Line responded to the City's vision of creating a safe, sanctioned skateboarding/wheeled sports venue that would integrate with an established passive green space, children's playscape, performance area, and picnic shelter. This includes the implementation of 'skateable' seating/site furnishings, central 'green' area, and architectural detailing that references the colors and signage found in the park's historic rail-way building. Now open, the park serves as one of the region's most popular community recreation attractions.

Project Budget: \$250,000

Timeline: Fall 2011 - May 2012

Client: City of Alvin,

Team Responsibilities:

- *site analysis*
- *design*
- *full construction*



McKinney Skatepark *McKinney, TX* *Destination Park*

The City of McKinney is embarking on the creation of one of the most ambitious youth park developments in the Country. Located in the community's prized Gabe-Nesbitt Park (complete with traditional sports fields, passive green space and walking trails), the facility will offer a world-class assortment of plaza, obstacle, bowl, and ditch-inspired terrain.

Project Budget: ~ \$1,800,000

Timeline: Spring 2011 - Current

Client: City of McKinney

Team Responsibilities:

- public process
- design
- full skatepark construction (aside from bulk earthworks)



Beeville Skatepark *Beeville, TX* *Neighborhood Park*

With a diverse combination of stairs, banks, ledges and a snake run inspired in a unique 'B' shaped footprint, the Beeville Skatepark is a smaller-scale neighborhood skatepark promises to deliver LARGE. The final design was developed closely with local youth and other interested community members over a 6 week period. Construction of the facility is now complete

Project Budget: \$200,000

Timeline: Fall 2011 - Spring 2012

Client: City of Beeville

Team Responsibilities:

- *site analysis*
- *design*
- *full construction*





Client: City of New Braunfels, Texas

Service: Full construction services

Team Responsibilities: site analysis, construction management, full construction services, amenity coordination, opening ceremonies

Size: 17,500 square feet

Budget: \$500,000

Timeline: February 2009 – June 2009

Reference: City of New Braunfels Parks and Recreation – Stacey Laird. 830-221-4350

SPA Skateparks completed the highly anticipated JAWS skatepark in the tourist driven town of New Braunfels, TX in June of 2009. The JAWS taskforce raised over \$400K from the Tony Hawk Foundation (THF), The Lower Colorado River Authority, The Rotary Club, the Wurstfest Association, the Community Development Block Grant and the New Braunfels Industrial Development Corporation. SPA Skateparks is proud to have developed the concept design which was presented to the THF, resulting in the largest THF grant issued to date! SPA Skateparks worked closely with city officials, engineers, and designer to make this project the biggest success story for public skateparks in the state. In a feature article, Skaters For Public Skateparks highlighted the JAWS project as an exemplary public skatepark process.





Construction of the College Station, Texas Skatepark in the Southwood Athletic Complex is now complete.

Located in the heart of Aggieland, the large park consists of a bowl section including a multi-level flow bowl and a replica swimming pool complete with authentic pool detailing. The street section consists of a long skate path connecting the parking lot to the bowl area. High end construction detailing including colored and stamped concrete accents, the use of different materials and textures make this park stand out. Amenities complete the park and include landscaping, lighting, a pavilion and water fountains.

Client: City of College Station, TX

Service: Construction Services

Team Responsibilities: Full construction services including metal fabrication, rebar, formwork, shotcrete and concrete installation/ finishing

Size: 14,500 square feet

Budget: \$950,000

Estimated Timeline: April 2011 – July 2011

Reference: Project Manager - Ed McDonald
(979) 764-3528 EMcDonald@cstx.gov



The transitional area of the College Station Skate Park consists of two unique bowls: a large, down-hill flow bowl and swimming pool replica. The flow bowl features a 10 ft deep end with a 14 ft extension, a bank wall, spine, and pool coping. The pool replica has an organic, free-flowing shape and features stairs, tile, and pool coping throughout.

The City of Victoria, Texas awarded SPA Skateparks the contract for their public skatepark as a design/build project. SPA Skateparks implemented a full public input process including multiple community meetings, site analysis, and conceptual designs. What sets this park apart from others in the state, is its authenticity of the street environment. Street skaters across the region praise this facility for its unique street plaza layout and its effective incorporation of transitional elements and a separate bowl unit. The park also boasts multiple art pieces with intricate concrete detail. Landscape areas and planter boxes compliment the lane style layout.

Client: City of Victoria, Texas

Service: Full Design/Build Services

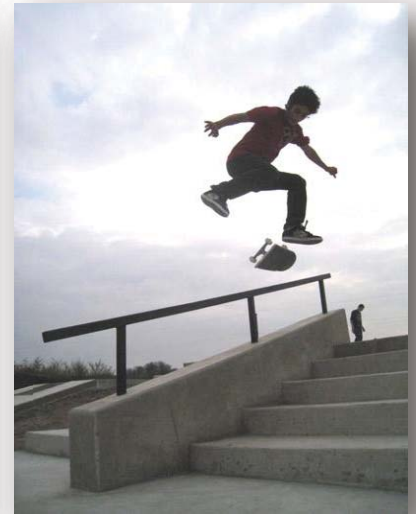
Team Responsibilities: site analysis, community input process, concept design, sealed plans, full construction services

Size: 13,500 square feet

Budget: \$260,000

Timeline: August 2008 – December 2008

Reference: City of Victoria Parks and Recreation
Doug Cochran 361-485-3200





Client: Floresville, Texas EDC

Service: Design - Build

Team Responsibilities: site analysis, community input process, conceptual design, construction documents, full construction

Size: 4,500 square feet

Budget: \$100,000

Estimated Timeline: Aug 2010 – Oct 2010

Reference: Floresville, TX Economic Development Corporation – Colonel Jesse Perez

fedc@floresville.net 830-534-9128 830-393-3965

Floresville, TX is a great example of even the smaller communities in Texas recognizing the importance of public activities available for their youth. Floresville Economic Development Corporation understood that even with a limited budget, getting a facility in the ground was imperative to maintaining the interest of the skaters and youth. The Floresville skate park has all the essential elements and awaits a phase II to increase its size and diversity. This beautiful park is nestled creatively into some recently acquired farm land in the center of town. The park, built Aug. – Oct. 2010, is now open to the public and is under heavy use. Local community is happy with their new neighbors, commenting on their respect of the facility.

