PRO
TRACK AND TENNIS
A NEBRASKA OWNED CORPORATION



PROJECT PROPOSAL

LPGE Schools
Long Prairie, MN

402-238-2900 protrackandtennis.com info@protrackandtennis.com

PROPOSED SYSTEM

OPTION #1: COLOR COAT TENNIS COURTS

Install NOVA Sports Color Coating System to eight (8) tennis courts. Areas needed will be patched and cracks filled.
Note: No guarantee that all negative drainage/low lying areas can be eliminated.

OPTION #2: CRACK REPAIR SYSTEM

Install 3,829 LF of Crack Repair System with a 5-year warranty. Cracks will be remeasured upon arrival and any additional LF will be priced at $20.00 PER LF.

OPTION #3: ADDITIONAL GAME LINES

Stripe additional game lines (10 & Under/Pickleball). Per Court Striped

PART 1: GENERAL

- Pro Track and Tennis, Inc. ("PTT") shall furnish all labor, materials, tools, and equipment necessary for the installation of the sport surfacing system.
- Game lines will be laid out in accordance with the United States Tennis Association (USTA) regulations.

Governing Bodies

Codes and standards shall follow the current guidelines set forth by the United States Tennis Association (USTA) and the American Sports Builders Association (ASBA). The USTA governs the specifications and layout for tennis and pickleball lines. The ASBA, a professional organization dedicated to promoting excellence in sports facility construction, provides industry-recognized construction standards for court building and resurfacing. All construction and surfacing shall adhere to these governing documents.

Submittals

PTT shall provide the following upon request:

1. Manufacturer's product specification sheet
2. One surface color sample
3. MSDS for each product used
4. Certificate verifying ASBA membership in good standing

Concealed Conditions

The Owner represents that the underlying court surface and related areas are suitable for resurfacing. If concealed or unknown conditions are

encountered that differ materially from those normally expected, PTT will notify the Owner, and any additional work needed will be handled through mutual agreement and a change order.

PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 Apparatus Removal

- All athletic and site equipment must be removed or relocated out of the work zone. This includes but is not limited to nets, benches, bleachers, divider nets, and any other movable objects.

2.02 Groundskeeping

- Vegetation must be treated—all edges of surface areas, including cracks, must be sprayed with an appropriate weed killer. Repeat as necessary to eliminate regrowth.
- Drainage issues should be resolved before work begins. This includes eliminating areas where water and dirt accumulate after rainfall.
- Caked dirt or debris must be removed thoroughly. Any areas with built-up grime may take days to dry properly before coating can begin.
- Sprinklers must be shut off at least four (4) days prior to arrival. Water should not spray on the court during the entire renovation process. Wind drift of irrigation should be accounted for.
- Grass surrounding the court must be mowed prior to PTT's arrival to reduce airborne debris during the coating process.
- Absolutely no fertilizer is to be used near the court prior to resurfacing. Fertilizer can cause staining, discoloration, and chemical

damage to acrylic coatings. Even trace amounts can lead to permanent surface blemishes. The use of fertilizer in adjacent areas will void sections of warranty.

- A water source must be available within 100 feet of the work area.

2.03 Security

- The Owner is solely responsible for securing the work area during the installation period.
- PTT strongly recommends notifying all staff and users of the facility—including gym classes, athletic teams, maintenance personnel, and the community—of the project timeline.
- Signage must be placed around the perimeter warning that the court is closed during renovation.
- All gates that are not required for contractor access should be locked.
- PTT shall not be held responsible for any damage caused by unauthorized entry or use of the court during the project. Trespassing during installation can permanently damage work in progress.

2.04 Permitting and Licensing

- Secure any necessary licenses, permits, approvals or other required authroiziations for the design, construction and certification of the Project.

PART 3: PRODUCTS

3.01 Color Coating Application

- The acrylic color coating system shall be the NOVA Sports 100% acrylic coating system designed specifically for asphalt and concrete sport court applications.
- Silica sand shall be added to the coatings for the desired speed of play.
- Unless otherwise specified by the Owner, speed of play shall be "medium."

3.02 System Components

- **Vegetation Sterilant** – Roundup or equivalent to control vegetation in cracks and edges.
- **Crack Sealers** – NOVA Sports Crack Flex and acrylic patch binder, determined by lead technician based on crack type, surface temperature, and weather.
- **Patch Binder** – Acrylic patch binder for birdbaths, surface irregularities, and large thermo/structural cracks.
- **Primer** – NOVA concrete primer for any bare or newly poured concrete.
- **Acrylic Resurfacer** – NOVA acrylic resurfacer to level and unify surface before top coats.
- **Color Coating** – 100% acrylic NOVA color coating diluted with potable water and silica sand added.
- **Line Sharp** – Clear sealant applied to tape edges before line striping to prevent bleed-through.

- **Line Paint** – Textured 100% latex paint for all game lines.

3.03 Materials

- All materials provided by PTT will substantially conform to materials stated herein. Notwithstanding the foregoing, products and materials may be substituted for equivalent products, as determined by PTT in its sole discretion.

PART 4: SYSTEM INSTALLATION PROCESS

4.01 Quality Assurance

- The Owner must designate a single point of contact for all communication throughout the project.
- A pre-construction meeting will be held on-site between the Owner's representative and the PTT lead technician. The full scope of work will be reviewed, and a production sheet must be signed by the Owner to confirm the meeting.
- Daily progress reports will be provided by the lead technician.
- A post-construction walk-through will be completed before demobilization. A final production sheet will be signed to verify project acceptance and allow the Owner to evaluate PTT's performance.

4.02 Vegetation and Cleaning

- Vegetation trimmed as necessary around court perimeter.
- Entire surface will be blown off using industrial high-pressure blowers.

- Areas needing further prep will be scrubbed with wire brushes.
- Power washing performed with 4000 psi rotary surface cleaner to clean and scarify for optimal mechanical bonding.

4.03 Crack Sealing

- Cracks will be thoroughly cleaned with compressed air and water.
- Major cracks filled using a combination of sealers and patch binder.
- **Note:** Cracks are not guaranteed to remain closed. Only the Crack Repair System carries a warranty against crack reflection.

4.04 Low Spot Repair

- Birdbaths and irregularities will be filled with patch binder mix.
- Patched areas will be sanded for uniformity.
- **Note:** Not all low spots can be eliminated. Negative drainage and planarity issues are not corrected by this system.

4.05 Acrylic Resurfacer and Color Coating

- One coat of acrylic resurfacer with silica sand applied over the entire surface.
- Two coats of fortified acrylic color coating applied perpendicular to each other.
- Colors selected from available NOVA palette.
- Fortified mixture applied to high-traffic or water-prone areas.

4.06 Line Striping and Final Prep

- Game lines will be laid out using USTA specifications.

- Line sharp applied before painting to ensure clean lines.
- Courts will be left “play ready.”
- All job-related debris removed. Excess materials taken off-site and recycled.

PART 5: WARRANTY

Limited Warranty Coverage

Pro Track and Tennis, Inc. ("PTT") warrants its labor and materials for a period of two (2) years from the date of completion. Any installed crack repair system (i.e. Armor or Riteway) includes a five (5) year warranty.

All work is warranted against peeling, chipping, and flaking under normal use for a period of two (2) years. Paint used for striping is warranted for two (2) years from the application date.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects.

Warranty Exclusions

This warranty excludes:

- Pre-existing substrate cracks, patches, or unevenness.
- Reopened or expanding cracks.
- Peeling or bubbling from debris, vegetation, dirt, or customer neglect.
- The appearance of new cracks caused by the natural movement, shifting, or settling of the underlying slab or sub-base. Such movement is beyond the control of Pro Track and Tennis, Inc. and is considered a natural characteristic of concrete and asphalt surfaces subject to thermal expansion, contraction, and ground movement
- Damage, cracking, discoloration, or surface failure caused by underlying structural movement, improper drainage, tree roots, flooding, standing water, or any other environmental or geotechnical conditions beyond the control of PTT
- Issues caused by subsurface moisture or hydrostatic pressure.
- Delamination or other issues due to absence of a vapor barrier.
- Weather, drainage failures, structural movement, or soil conditions.

Hydrostatic Pressure & Moisture Disclaimer

Hydrostatic pressure occurs when trapped subsurface moisture rises and disrupts coatings. It is a natural, site-specific condition documented by industry experts and is not a defect in workmanship or materials.

In most cases, symptoms resolve with time and warm temperatures. Premature removal or repair may not be effective. PTT takes reasonable precautions, but moisture behavior post-installation is beyond our control.

Warranty Period

Coverage begins upon final completion and ends at the conclusion of the applicable term. No repairs extend the original warranty term.

Transferability of Warranty

The warranty is transferable once during its term to a new owner upon written notice to PTT. No extensions or changes in terms apply upon transfer.

Events That Shall Void This Warranty

Warranty becomes void if:

- Claims are not submitted during the warranty period.
- Customer denies PTT access to inspect within 10 business days.
- Unauthorized modifications are made without PTT's written approval.
- If the surface is subjected to misuse, heavy equipment, vehicular traffic (unless designed for such use), or improper maintenance, including use of harsh chemicals or failure to clean and maintain the surface as recommended.
- Customer fails to pay in full.
- Customer refuses to pursue or assign product manufacturer warranties.

Miscellaneous

Unenforceable provisions will be severed or modified to remain enforceable.

No additional warranties apply beyond those stated. Implied warranties are limited to the warranty duration.

PTT is not liable for incidental or consequential damages. Total liability is limited to the amount billed.

ADDITIONAL TERMS

Additional Payment Terms

PTT will not begin work until the agreed-upon down payment is received. If payment is delayed during the course of work, PTT reserves the right to pause the project until payment is brought current. Customer will be responsible for any reasonable costs incurred due to shutdown and restart of the project.

Limitations of Liability

PTT will not be responsible for any damage to areas outside the designated work zone or damages resulting from the acts of other contractors, vendors, or trades. PTT's maximum liability shall not exceed the amount billed for the work. PTT shall not be liable for indirect, incidental, or consequential damages.

Diligence and Unforeseen Events

PTT will perform the work in a timely and professional manner. However, delays due to weather, labor or material shortages, acts of God, or other unforeseen circumstances beyond our control will not constitute a breach of contract.

Claims and Disputes

Both parties agree to first attempt to resolve any disputes through good faith discussions. If unresolved, the dispute shall proceed to mediation. If mediation fails, either party may seek resolution through litigation in the jurisdiction where the property is located. Each party shall bear its own legal fees unless otherwise determined. This clause shall not limit either party's right to file lien claims as provided by law.

Liens

In the event Customer fails to make payments in accordance with this Proposal, PTT or any subcontractor or material supplier may have the right to place a lien on the Property in accordance with applicable law, in which event Customer shall be responsible for all costs associated with the filing of the lien, including attorneys' fees. After receipt of the final payment, PTT shall deliver a lien waiver to Customer. The making of the final payment shall constitute a waiver of all claims by Customer against PTT, except for claims made under the warranty as set forth herein.

Photograph Release

Customer grants PTT the right to take and use photographs of the work during and after completion for marketing and portfolio purposes. All photographs remain the property of PTT and may be used without additional permission.

ACCEPTANCE OF PROPOSAL

Pro Track and Tennis, Inc. proposes to furnish all labor and materials in accordance with the specifications outlined for the total sum below:

Please initial the appropriate boxes below to designate acceptance of the following options.

☐ **OPTION #1:**
Color Coat Eight (8) Tennis Courts **$67,700.00**
Sixty-seven thousand, seven hundred dollars

☐ **OPTION #2: Add to Option #1**
Crack Repair System- 3,829 LF **$76,580.00**
Seventy-six thousand, five hundred eighty dollars

☐ **OPTION #3: Add to Option #1**
Additional Game Lines: Per Court Striped **$500.00**
Five hundred dollars Per Court Striped

Note: Prices are subject to surcharge due to market conditions. This proposal is valid for 60 days from July 1, 2026.

Payment Terms:

- **40% down** due upon acceptance.
- **Balance** due upon completion and acceptance by the Owner.

By signing below, the Customer accepts this proposal and authorizes PTT to proceed with the work as outlined above.

_____	_____
Signature	Signature
_____ _____	_____ _____
Print Date	Print Date
LPGE Schools-Long Prairie, MN	Pro Track and Tennis, Inc.