

CONSTRUCTION CONTRACT

Project: Basketball Court Resurfacing

THIS CONSTRUCTION CONTRACT ("Contract"), is made and entered into this 19 day of February, 2025, by **Bell Tower Park Property Owners' Association, Inc.**, a Florida corporation not-for-profit, c/o Cardinal Management Group, 5100 Bell Tower Park Boulevard, Fort Myers, Florida 33912 ("Association"), responsible for the operation and maintenance of the **Bell Tower Park community**; and **Sport Surfaces, LLC**, a Florida limited liability company, 7011 Wilson Road, West Palm Beach, Florida 33413 ("Contractor").

1. DESCRIPTION OF WORK.

The Contractor shall perform all work required by this Contract, according to the Contractor's November 13, 2024 Proposal/Agreement attached hereto as **EXHIBIT "A"**, incorporated herein by reference, and referred to as Plans & Specifications". The Contractor's proposal is intended to supplement the terms of this typed Contract. In the case of any conflicting term or condition between the terms set out in the Plans & Specifications and those set out in the text of this typed Contract, the terms of this typed Contract shall prevail.

2. TIMELY COMPLETION.

Upon the full execution of the Contract, Contractor will diligently pursue permits and order materials, and regularly update the Association on the status of each. The work to be performed under this Contract shall **commence within ten (10) days from the date the permit is issued** and, subject to authorized adjustments, shall be completed no later than **eighty (80) days from commencement** ("Completion Date").

Time is of the essence of this Contract and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the work within the time herein mentioned, has taken into consideration, and made allowances for, all hindrances and delays incident to its work. Association shall not be liable to Contractor for any delays caused by any of Contractor's subcontractors, or for any other cause whatsoever.

Contractor agrees to commence the work when directed by Association, to perform such work diligently and continuously, and to coordinate the work with other work being performed on the project by other trades, so that Association shall not be delayed by any act or omission of Contractor in completion of the project within the time specified above. Contractor acknowledges that working hours are from 8:00 AM to 5:00 PM, Monday through Friday, excluding federal holidays. Exceptions to working hours must be pre-approved by the Association.

Contractor shall make payments promptly to its vendors and contractors, and for material used by it in the performance of the work.

Contractor shall diligently prosecute the work in a good and workmanlike manner and achieve completion of the entire work on or before the Completion Date. Contractor hereby accepts and confirms that the time allowed herein is reasonable and sufficient for completing the work within such time requirements and hereby agrees to dedicate such

personnel and other resources as may be necessary to assure that the work is continuously managed and performed in a diligent, skilled, and workmanlike manner.

IT IS AGREED BY THE CONTRACTOR AND ASSOCIATION THAT, BECAUSE IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO THE ASSOCIATION IF THE WORK WOULD FAIL TO BE COMPLETED BY THE COMPLETION DATE, THE FOLLOWING AMOUNTS SHALL BE ASSESSED AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, FOR DELAY IN ACHIEVING COMPLETION FROM THE COMPLETION DATE THROUGH THE DATE OF ACTUAL COMPLETION:

THE SUM OF TWO HUNDRED AND 00/100 DOLLARS (\$200.00) FOR EACH CALENDAR DAY AFTER THE COMPLETION DATE UP TO THE TENTH (10TH) CALENDAR DAY FOLLOWING THE COMPLETION DATE; AND, THEREAFTER, THE SUM OF FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) FOR EACH CALENDAR DAY AFTER THE TENTH (10TH) CALENDAR DAY FOLLOWING THE COMPLETION DATE UP TO THE DATE THE WORK IS ACTUALLY COMPLETED.

THE AFOREMENTIONED AMOUNTS REPRESENT THE PARTIES' REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES AND DOES NOT CONSTITUTE A PENALTY. THE PAYMENT OF SUCH AMOUNTS AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE ASSOCIATION RESULTING FROM THE DELAY IN ACHIEVING COMPLETION, PURSUANT TO APPLICABLE LAW.

3. **ASSOCIATION'S REPRESENTATIVE.**

The **Property Manager** for Bell Tower Park will act as Association's representative, assume all duties and responsibilities, and have the rights and authority assigned by Association to ensure the completion of the work in accordance with the Contract. Association may change its representative at any time, which will be effective upon notice to Contractor.

4. **CONTRACT PRICE AND PAYMENTS.**

Association shall pay Contractor in current funds for the performance of the work, subject to additions and deductions by written Change Order agreed to by Association, the Contract sum in the amount of **Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00)**. Payment shall be made according to the following payment schedule:

50% – Upon acceptance of Proposal	\$6,250.00
30% – Upon commencement; court preparation; fence installation	\$3,750.00
20% – Upon completion	<u>\$2,500.00</u>
	\$12,500.00

Payments for completed work will be disbursed upon the inspection and approval of the Association.

No additional work or extras shall be performed unless the same shall be authorized in writing by the Association.

Upon completion by Contractor of any stage of the work requiring payment under this Contract, all work will be inspected by Association or consultant selected by the Association to supervise the project. Any objections to work performed shall be given in writing to Contractor within ten (10) days of the Contractor's written notice to Association that the work has been completed. If no objections are made within this period, then payment shall be tendered to Contractor, and Contractor shall submit simultaneously a Progress Payment Affidavit, a Partial Release of Lien, a Partial Release of Lien from all Lienors (as defined in Section 713.01(18), Florida Statutes) that have served a Notice to Owner pursuant to Section 713.06, Florida Statutes, or, if completion is final, a Contractor's Final Payment Affidavit, on forms that the Association may provide, indicating that all subcontractors, laborers, materialmen, and suppliers have been paid for the work completed.

All work under this Contract shall be subject to the approval of the Association, and no payment shall be due under the Contract if Association does not approve of the work completed under the Contract. In the event of a dispute arising between Association and Contractor, under this provision the parties shall agree upon and appoint a third party expert to determine whether or not the work meets the specifications set out in the Contract. If the work meets said specifications, Association shall make the payment due, whereas if the specifications are not met, all work necessary to meet the specifications shall be done by Contractor to the satisfaction of the third party expert before payment is due under the Contract, or Association may exercise such other rights as are provided herein. All costs associated with the retaining of the third party expert shall be divided equally between the Association and the Contractor.

Payments due to Contractor may be withheld by Association on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments properly to subcontractors or for material or labor, or the reasonable belief of Association that the work to be performed under this Contract that remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing causes are not removed, or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient, properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the work hereunder, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after seven (7) days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor. In addition to the foregoing rights and remedies, Association shall be at liberty to terminate the employment of Contractor under this Contract and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon and to employ any other person or persons to finish the work and to provide the materials therefor, and in case of such discontinuance of the employment of Contractor, then Contractor shall not be entitled to receive any payment under this Contract that might be due to Contractor, except for those sums incurred by Contractor for labor and materials, minus set offs of the Association for defective workmanship or other breaches

by Contractor. When said work shall be finished and payment in full therefor shall be made by Association, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by Association in finishing Contractor's work, such excess shall be paid by Association to Contractor, but if such expenses shall exceed such unpaid balance Contractor shall pay the difference to Association. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other provisions of this Contract.

5. CONTRACT COSTS.

The work includes all transportation, storage, equipment, supplies, labor and materials, and Plans & Specifications, necessary for a complete and functional installation, and the work shall comply with all applicable codes and inspection requirements.

If a survey is required, Contractor shall provide same and bill the Association separate from the Contract price. Otherwise, all work performed by the Contractor or by others to make the Contractor's work comply with applicable building codes, or interpretations thereof, shall be performed at no additional cost to the Association.

The work shall also include all labor, materials, and everything required or claimed by Contractor's materialmen, suppliers, or laborers to complete the work in accordance with the Plans & Specifications, notwithstanding that such labor, materials, or other things may not be designated in the Plans & Specifications.

Contractor shall give all notices and comply with all local ordinances, requirements of city and county building codes and of federal and state authorities which are applicable to the work, local sanitary laws and rules and regulations and all orders both present and future, and interpretations of such ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Contract, or the Plans & Specifications. Contractor shall furnish without any extra charge any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules, and regulations. Contractor shall secure, in its own name and right, and pay for all permits, inspections, fees, licenses and royalties necessary for the execution of the work to be performed.

Contractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid.

Contractor shall pay all applicable health and welfare charges, local, state, and federal taxes, including sales and use taxes, and union fees in connection with its work. All Contract costs paid by Contractor shall be at the expense of Contractor.

6. SUPERVISION.

Contractor shall supervise and direct the work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the Contract. Contractor's resident superintendent, foreman, and all supervisors shall speak English fluently and shall be able to communicate with all workers present on site. Contractor shall at all times

enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him or her.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. It shall take all reasonable protections to prevent damage, injury, or loss to (1) all employees on the work, occupants and all other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority, including, but not limited to, O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury, or loss. Prior to starting any work, Contractor will implement a safety plan detailing how it will protect Unit occupants during the project.

Further, it is the sole responsibility of Contractor to secure, safeguard and protect its material and operation from damage or theft until formally accepted by Association.

Contractor shall promptly remedy all damage or loss to any property (including any damage to any grass or landscaping) caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Association for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor, including with regard to damages to any persons or property. The foregoing obligations of the Contractor are in addition to its obligations under Section 11 of this Contract.

7. INSURANCE.

The Contractor agrees to furnish worker's compensation and liability insurance with limits of at least \$1,000,000.00 for each occurrence. Contractor's insurance shall be primary and non-contributory, and shall name the Association as an additional insured, include completed operations and product liability coverage, and eliminate exclusion with respect to property under care, custody, or control of Contractor. All insurance must be underwritten by a company with A.M. Best's Guide rating level of a "A-" or better, and a financial size category of Class VII or higher. The policies shall be on standard, unmodified ISO forms and the limits shall be as follows:

a. General Aggregate:	\$2,000,000.00
b. Products – Completed Operations Aggregate:	\$2,000,000.00
c. Personal and Advertising Injury:	\$1,000,000.00
d. Bodily Injury and Property Damage (each occurrence):	\$1,000,000.00
e. Medical Expense Limit	\$ 5,000.00
f. Excess / Umbrella Liability	
1. General Aggregate:	\$2,000,000.00
2. Each Occurrence:	\$1,000,000.00

Contractor shall also maintain automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations are by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by either

of them. The amounts of automobile insurance shall be not less than \$1,000,000.00 combined limit for bodily injury and property damage per occurrence.

In addition, Contractor shall procure Builder's Risk insurance to protect against damage to improvements during construction due to acts of casualty and/or vandalism.

The Contractor agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the work to be performed. It is the understanding that if any insurance cancellation notice is received by the Contractor, it will immediately notify Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no work under this Contract during such time as said insurance policies are not in full force and effect.

The Contractor shall ensure that all subcontractors meet the insurance requirements of this Section.

The Association and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) separate contractors, if any, and any of their subcontractors and sub-subcontractors, agent, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the project, except such rights as they have to proceeds of such insurance. The Association or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from any separate contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this paragraph shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

8. **BOND. (Choose One)**

_____ Contractor shall furnish performance and unconditional payment bonds, each in an amount at least equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract. These bonds shall remain in effect until the later of one (1) year after the date when final payment becomes due or until the completion of any correction period in the Contract.

 X Contractor shall not be required to furnish performance and payment bonds.

9. **CLEAN-UP.**

Contractor shall cause no waste to the condominium property or adjoining property in the performance of this Contract and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work, Contractor shall remove all of its waste materials and rubbish from and about the work site, as well as its tools, construction equipment, machinery, and surplus materials, and return all affected areas of the property to a broom clean condition.

If, after three (3) days' notice by Association's representative to Contractor's representative at the site of the work, Contractor has not diligently proceeded with the clean-up as outlined in this provision, then Association has the right to proceed with the clean-up work at Contractor's costs and expense.

Free, clear, and unobstructed egress and ingress with respect to the community shall be maintained by Contractor.

10. WARRANTIES.

Contractor warrants to Association that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents, including, but not limited to, the specifications and building code requirements. All work not conforming to these standards may be considered defective.

Further, Contractor expressly warrants and guarantees all work and materials provided under this Contract to be fit for the purposes intended for a period of **two (2) years** from date of final acceptance, and Contractor hereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to Association. In the event of Contractor's refusal to so restore same as aforesaid, Association may do said work and/or secure additional material after three (3) days' notice to Contractor, and Contractor shall reimburse Association for such sum.

Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials takes place or, alternatively, will assume responsibility for any such warranty that might otherwise have been provided.

11. HOLD HARMLESS.

To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense), and hold harmless the Association and its officers, directors, members, agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 11. In any and all claims against the Association or any of its members, agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

Section 11 shall be limited to the greater of \$1,000,000.00 per occurrence or the aggregate policy limits of all applicable insurance policies. The parties hereto specifically acknowledge and agree that the above-mentioned limitation is included pursuant to the requirements of Section 725.06(1), Florida Statutes.

However, such indemnification shall not include claims of, or damages resulting from, gross negligence; or willful, wanton or intentional misconduct of the Association or its Officers, Directors, agents, and employees; or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

The terms of this Section 11 shall survive termination of the Contract.

12. **LIENS.**

Contractor will save and keep the improvements referred to in this Contract or the lands upon which they are situated free from all construction liens and all other liens by reason of its work or any materials or other things used by Contractor therein. If Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the property referred to in this Contract prior to the time when the amount claimed is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor, to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are or which may become due to Contractor and which are at any time in the possession of Association. Invoices shall be accompanied by a detailed breakdown of the allocation of the amount required together with copies of lien releases.

13. **WAIVER.**

No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms, and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers, and personal representatives of the parties hereto.

No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of its obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof.

14. **ALTERATIONS.**

No alterations shall be made in the work as shown or described in the Plans & Specifications as modified by applicable ordinances, requirements, laws, rules and regulations as set forth herein, except on the written authorization of Association; and, when so made, the value of the work or materials added or omitted, any extension or

deduction from the time of completion necessitated thereby shall be computed and determined by Contractor, subject to the written approval and acceptance by Association, and the amount so determined shall be added to (if Contractor has not previously agreed to perform the additional work under the terms of this Contract) or deducted from the Contract price or prices and time of completion. Contractor shall have no claim for the cost of additional work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written Change Order and approved and accepted by the Association on such written Change Order. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written Change Order approved and accepted by Association shall be null and void. All Change Orders issued under this Contract shall be subject to all of the terms of this Contract.

15. **ASSIGNMENT.**

Contractor shall not let, assign, or transfer this Contract or any part thereof, or any interest therein, without the written consent of Association.

16. **DISCLOSURES.**

Florida Homeowners' Construction Industries Recovery Fund

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE A LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Telephone: (850) 487-1395

Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399

Radon Disclosure

Radon is a naturally occurring radioactive gas that, when it accumulates in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

Construction Lien Disclosure

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR

PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED YOU WITH A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

17. CHAPTER 558 NOTICE OF CLAIM.

Contractor and Association agree that this Contract shall be exempt from the provisions of Chapter 558 of the Florida Statutes, and further agree to opt out of the provisions and notice requirements contained in Chapter 558, Florida Statutes, pursuant to Section 558.005(1), Florida Statutes.

18. NOTICES.

Notices to the parties as provided herein shall be by certified mail/return receipt requested to the following addresses:

As to Association:

Bell Tower Park Property Owners Association, Inc.
Attn: President
c/o Cardinal Management Group
5100 Bell Tower Park Boulevard
Fort Myers, Florida 33912

-and-

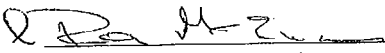
Pope Mazzara & Menendez, PLLC
Attn: Christopher L. Pope, Esquire
5252 Summerlin Commons Way, #104
Fort Myers, Florida 33907

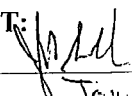
As to Contractor:

Sport Surfaces, LLC
Attn: Sandra Gold
7011 Wilson Road
West Palm Beach, Florida 33413

Association and Contractor hereby agree to the foregoing terms and conditions as of the date first set forth above. The individuals, by signing below, represent that they have the authority to bind the party on whose behalf they are signing.

**BELL TOWER PARK PROPERTY
OWNERS' ASSOCIATION, INC.**
a Florida not-for-profit corporation

By: 
Print: RONALD H. ZEMAN
Title: President

ATTEST: 
Sign: X
Print: JOHN P. SCARNEGLIA
Title: Secretary

SPORT SURFACES, LLC
a Florida limited liability company

By: Paul Gold
Print: _____
Title: 2/19/25

19. **ATTORNEY FEES AND VENUE.**

In any adversarial proceeding, including breach, enforcement, or interpretation arising out of this Contract, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs, including such fees and costs regarding all aspects of the litigation, including any appeals, and any fees and costs pertaining to the determination of the amount of attorney fees. This Contract is made in the State of Florida and shall be governed by Florida law. The State Courts of Lee County, Florida shall be the proper venue for any litigation involving this Contract.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"



7011 Wilson Rd.
West Palm Beach Fl. 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

COURT SURFACE REPAIR PROPOSAL/AGREEMENT

November 13th 2024

CUSTOMER: Bell Tower Park, 5100 Bell Tower Park Blvd. Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Bell Tower Park hereinafter called the Customer for resurfacing of (1) basketball court with respect to the following terms and specifications:

COURT PREPARATION: Court Size: 95' x 50'

Contractor will pressure clean & power blow court(s) as necessary to remove loose dirt, mildew and oil. Contractor will patch depressions greater than 1/16" after 1 hour drying time in sunlight, grind down any ridges as necessary. Depressions are low spots that hold water on the court. Up to 15 gallons of patching material included. Contractor will install full fiberglass mesh membrane over entire court area to repair excessive cracking. Note: Court must have a minimum of 1% slope in one plane to guarantee removal of water.

SURFACING OF BASKETBALL COURT(S):

Contractor will apply **(2) Coats of Acrylic Resurfacer** over entire court to fill voids & provide smooth surface.

The Contractor will apply **(2) Coats of Acrylic Color Concentrate** (two-tone), To provide in depth color over court surface. Color Choice _____ (Colors may be selected by visiting <https://sportsurfaces.com/design/surface-color-selector/>).

Contractor will accurately locate, mark, and paint two inch wide playing lines in accordance with NBA and USPA regulations using white textured heavy bodied acrylic latex paint. Lines for (1) Basketball Court and (2) pickleball courts. The Contractor will remove waste off site.

FEE: **\$12,500**

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of **TWELVE THOUSAND FIVE HUNDRED DOLLARS**

PROVISIONS:

~~Customer agrees to pay a 50% due upon acceptance of proposal.~~

~~Customer agrees to pay a 30% due upon commencement/court preparation/fence installation.~~

~~Customer agrees to balance upon completion of the above proposed work.~~

~~*All prices are in US Dollars. Prices are subject to change after fourteen (14) days. Our bid prices are based upon you providing adequate access and storage areas.~~

PROVISIONS:

~~Customer agrees to pay a 50% due upon acceptance of proposal.~~

~~Customer agrees to pay a 30% due upon commencement/court preparation/fence installation.~~

~~Customer agrees to balance upon completion of the above proposed work.~~

GUARANTEE

Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may



7011 Wilson Rd.
West Palm Beach Fl. 33413
561-964-2001 | Fax: 561-964-5009
www.sportsurfaces.com

reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. ~~Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.~~

TERMS & CONDITIONS

~~CUSTOMER AGREES THAT BY SIGNING THE BELOW CONTRACT THEY AGREE TO ABIDE BY OUR TERMS AND CONDITIONS WHICH CAN BE FOUND BY CLICKING THIS LINK OR CUTTING AND PASTING THIS LINK ONTO THEIR BROWSER: <https://sportsurfaces.com/terms-and-conditions/>~~

Respectfully submitted by:

Sandra Gold - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____