

Welch Tennis Courts, Inc.

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ALL-WEATHER (ASPHALT) TENNIS COURT CONSTRUCTION AND BASKETBALL RESURFACING PROPOSAL

Welch Tennis Courts, Inc., (hereinafter referred to as the “Contractor”) proposes to furnish the labor, materials, equipment, and services necessary to construct one (1) “All-Weather” Tennis Court and resurface one-half (½) “All-Weather” Basketball Court at: K Bar Ranch in Tampa, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the “Project.”

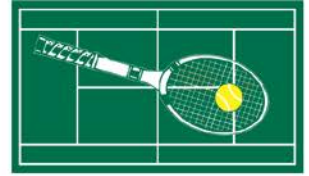
- 1) **CONSTRUCTION REQUIREMENTS:** The Owner shall be responsible for determining the physical location of the tennis court, assuring that the construction plans, and the work described in this proposal comply with all applicable zoning requirements, and deed restrictions, including, but not limited to all applicable set-back requirements.
 - a. Owner shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.
 - b. The Owner shall be responsible for all permit and engineering fees and related acquisition costs.
 - c. The Owner shall be responsible for providing the contractor an onsite dumpster during construction.
 - d. The Contractor shall provide the required contractor licensing to construct the Project, along with general liability and workers’ compensation insurance. If a waiver of subrogation is required by the Owner, an additional charge of \$250.00 will be added to the contract price. If the Owner requires bonding in the form of payment and performance bonds or insurance in excess of the limits of liability coverage usually carried by Contractor such additional coverage and bonding will be provided at the Contractor’s costs.

2. **SITE PREPARATION: Site preparation, including clearing, grubbing, tree and stump removal, debris removal and rock removal, are *not* included in the price of this proposal.** If large rocks, tree roots, tree stumps, debris or other impediments to routine grading of the site are encountered, the Owner shall be responsible for the cost of removing them. If extra fill material is required to achieve the desired finished elevation of the courts (6 inches above the building ground base extending out 3 feet from the perimeter of the court in all directions which is 66 feet x 126 feet), the costs of furnishing such additional fill material, as is needed, shall be borne by the Owner. Grading shall be done to a tolerance of plus or minus one (1) inch of the final sub-grade elevation. Rate and direction of slope shall be one (1) inch in ten (10) feet all in one plane. A compaction of 95% (Modified Proctor) is required and the soil shall be free of all roots and vegetation.

3. **TENNIS COURT CONSTRUCTION:** The Contractor shall construct one (1) all-weather tennis court measuring 60 feet by 120 feet.

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- a. Base: The base shall consist of six (6) inches of base material topped with one (1) inch of compacted asphalt hot mix. **Welch Tennis Courts, Inc. cannot guarantee that the asphalt hot mix and/or base material will be free of all impurities (iron, clay balls, wood bits and deleterious material). These materials can be present in the materials received from our suppliers. The presence of such deleterious materials can result in discoloration of the surface and/or raised bumps in the court surface.**
- b. Surface: After the asphalt has properly cured, the Contractor shall apply two (2) filler coats of Deco Acrylic Resurfacer material to the entire court surface. Then two (2) full coats of Deco Color MP on the entire court surface. The court shall be the Owner's choice of one standard color. No "birdbaths" deeper than 1/16 of an inch shall exist.
- c. Court Completion: Regulation playing lines shall be striped using masking tape and special white line paint. Net posts, nets (all synthetic WTC 3.5 or equivalent), synthetic center straps and anchors shall be installed.

4. **FENCING:** The Contractor shall provide and install approximately 176 lineal feet of ten-foot high and approximately 80 lineal feet of three-foot high green or black vinyl fencing.

- a. All terminal posts shall be 3 inch and all line posts will be 2½ inch PC-40 Ameristar Permacoat pipe and top rail will be 1⅝ inch PC Ameristar Permacoat pipe.
- b. All Ameristar Permacoat posts and top rail are high tensile steel, galvanized inside and out with pure zinc. The pipe is then electrostatically powder coated with polyester to provide a superior color coat finish. All fittings are PVC coated.
- c. Fence fabric will be 1¾ inch #9 gauge vinyl mesh on all ten-foot high fence and 2 inch #9 gauge vinyl mesh on all three-foot high fence.
- d. Bottom tension wire will be installed on all fence.

5. **WINDSCREEN CURTAINS:** The Contractor shall provide and install, in conjunction with construction, six foot high open mesh polyester windscreen curtains (WTC Premium) in either black or green on all ten foot high fence.

6. **COURT EQUIPMENT:** The Contractor shall provide the following:

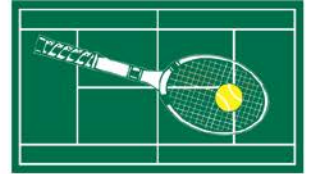
- (1) Clean Court Units
- (1) CourtPro Score Post Units
- (1) Miracle Sweep or Court Sponge Units

7. **BASKETBALL COURT RESURFACING:** The Contractor shall resurface a half (½) all-weather basketball court measuring approximately 50 feet by 50 feet.

- a. **COURT PREPARATION:** Contractor shall remove all loose dirt, mildew, oil spots and foreign matter from court.
- b. **VEGETATION REMOVAL:** Remove all grass or other vegetation growing on the court surface, sterilize and patch with acrylic patch binder as necessary.

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- c. **CRACK REPAIR:** Patch cracks wider than 1/16 inch with acrylic crack filler. All filled cracks will be sanded level with surrounding court surface. **Contractor cannot guarantee that new cracks will not appear in the future. Contractor cannot guarantee that repaired cracks will not reappear in the future. Cracks that are substantially through the asphalt are structural. The only way to correct structural cracks is to replace the asphalt. The Owner may prefer to pay a smaller amount to repair these cracks rather than suffer the cost of asphalt replacement. Expansion and contraction on each side of a structural crack will result in the reappearance of the crack, based on temperature change of the asphalt. This will occur in several days, weeks or months, but the cracks will reappear.**
- d. **PATCHING:** All areas holding 1/8 inch of water for more than one hour after flooding shall be patched with acrylic patch binder. All patches will be sanded level with surrounding court area. **Due to settling of the court regulation slope of 1" in every 10' for proper drainage my not be attainable regardless of the patching specified.**
- e. **ACRYLIC RESURFACER COURSE:** Over the entire court area, apply **one (1) coat** of Deco Acrylic Resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a leveling and filler coat for succeeding color applications.
- f. **ACRYLIC TEXTURE COURSE:** Apply **two (2) coats** of Deco Color MP with silica sand to provide a tough, durable, textured playing surface in the Owner's choice of one standard color.
- g. **PLAYING LINES:** Accurately locate, mark, and paint two inch wide playing lines, using white stripping heavy bodied acrylic latex compound with pigments and mineral filler to form a high hiding line for application of asphalt or acrylic color coated surfaces.

8. **CONTRACT PRICE:** The Contractor shall complete the work specified in this proposal/contract for the following contract prices:

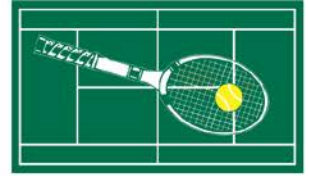
TENNIS COURT	\$46,400.00
WINDSCREE NS	\$1,390.00
COURT EQUIPMENT	\$330.00
BASKETBALL RESURFACING	\$4,700.00
TOTAL	\$52,820.00

9. **PAYMENT TERMS:** Contract amount shall be billed based on AIA Progress Payments and Schedule of Values. **NOTE:** Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

10. **ESCALATION CLAUSE:** If, for any reason, construction of the work contemplated by this agreement does not begin within sixty (60) days from the date this proposal is accepted or signed by the Owner, or if there is a significant price increase in the cost of materials, equipment or energy, through no fault of the Contractor, the contract price(s) specified herein, the time for completion, and any other

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contract requirements impacted by such price increases or delays in commencement of the work, will be adjusted by written change order modifying this proposal/contract. A price change shall be deemed to be 'significant' if the price of any material, equipment, or unit of energy increases by 5% or more between the date that this proposal/contract is accepted by the Owner and the date that the work under this contract is commenced.

11. BUILDING REQUIREMENTS. The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons; **provide staked corners of the tennis court**, provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example; damage to sod, landscaping, sprinkler lines, pavement access, etc.).

The Owner shall notify, locate and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the court beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

The Owner shall provide an onsite dumpster for the Contractor's use during construction. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a construction dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

The Owner shall also be responsible for sodding (or other suitable provisions for preventing erosion) around the perimeter of the court. If sod is used, it should be placed approximately one inch below the surface level of the court to allow for adequate court drainage.

12. WARRANTY: Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable).

Cracking in court surface is not warranted.

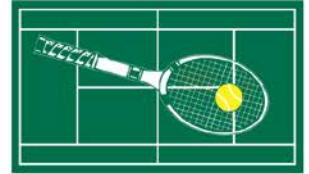
13. BINDING CONTRACT: This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs and successors assigns of either party.

14. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE: In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance(s) due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees,

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regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

15. TIME FOR ACCEPTANCE OF PROPOSAL: This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

16. ENTIRE AGREEMENT/CHANGES TO AGREEMENT: This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

ACCEPTED BY:

_____ (OWNER)

DATE: _____

Type/Print Name & Title

Accepted and Approved By:

WELCH TENNIS COURTS, INC.

George Todd, Jr., President

DATE: _____