

ATHLETIC SURFACES / CONCRETE POLISHING

Mr. Marcus Davila, Director Community Service City of Key West 1300 White Street Key West, Florida 33040 305-809-3765 June 7, 2023

madavila@cityofkeywest-fl.gov

Premier Surface Solutions Inc. proposes to resurface three (3) tennis courts at Bayview Park per the following:

Property Location/Description: 1320 Truman Ave, Key West, Fl 33040

Contractor = Premier Surface Solutions Inc.

AEPA-Florida Buy Cooperative Contract #020-A (authorization letter attached) Sourcewell Cooperative Contract #060518-AST (authorization letter attached)

Scope of Work:

- Prepare Court(s) for new surfacing with methods deemed necessary by the contractor to include machine sanding,
 pressure washing, grinding and patching.
- Apply patch mix into any cracking or major pits that have occurred on the courts.
- Sand and paint existing tennis net posts.
- Supply and install fiberglass mesh over the entire surface of the tennis courts.
- Apply by Squeegee two coats of sand-filled re-surfacer over the entire court.
- Apply by Squeegee two coats of sand-filled acrylic coatings over the entire playing area.
- Apply regulation playing lines for tennis in accordance with the USTA guidelines.
- Supply and install new professional grade tennis net and center strap.
- Clean up area and dispose of trash before leaving.

Premier Surface Solutions Inc. proposes to complete the above scope of work for the total price of \$62,500.00 ______ initial

Authorized signature: Rodney & Reams Date: June 7, 2023

Rodney Reams for Contractor

<u>Inclusions:</u> All prices include materials, expenses, prevailing wage labor (applicable travel and subsistence pay), freight, sales tax, liability insurance and state required worker's compensation.

<u>Exclusions:</u> Design work, grading, corrective work to sub grade or existing surface, builder's risk insurance, all bonds, jobsite security, temporary fencing and permits.

Owner or Owner's Agent's responsibilities:

- 1. Provide suitable access to water and electricity.
- 2. Provide Restroom Access



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CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- That Purchaser will pay to contractor or its assigns the Total Contract Price in accordance with the terms set forth.
- That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the contractor or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other 2) action, enter the premises where said property may be repossess and remove same.
- That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.

 Buyer hereby assigns without recourse Premier Surface Solutions, inc. the right and interests of the material and equipment in the above Contract and in the 4) property described therein until paid in full.
- Premier Surface Solutions will exercise reasonable care, but will not be held responsible for damage caused by normal construction operations (damage to sod, 5) landscaping, sprinkler lines, pavement access, etc.)

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written. The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 %% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Leon County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.
Insurance Certificates and Licenses Provided upon request

*any changes or additions to standard insurance coverage are subject to additional cost.

Accepted and signed by:	Date:
Print Name:	Print Title: