



***TROUT CREEK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Workshop***

***Tuesday  
June 9, 2026  
10:00 a.m.***

***Location:  
Kayak Club,  
100 Kayak Way,  
St. Augustine, FL 32092***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Trout Creek Community Development District

c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132

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Board of Supervisors  
**Trout Creek Community Development District**

Dear Board Members,

The Workshop of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Tuesday, June 9, 2026, at 10:00 a.m.** at the **Kayak Club, 100 Kayak Way, St. Augustine, FL 32092**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or [Howard@cddmanagers.com](mailto:Howard@cddmanagers.com). We look forward to seeing you at the meeting.

Sincerely,

*Howard McGaffney*

Howard McGaffney  
District Manager

Cc: Attorney  
Engineer  
District Records

# Trout Creek Community Development District

Meeting Date: Tuesday, June 9, 2026

Time: 10:00 AM

Location: Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

## *Revised Workshop Agenda*

### **I. Roll Call**

### **II. Audience Comments – (limited to 3 minutes per individual for agenda items)**

Residents, please note that if you are unable to attend the meeting you may send your questions to the District Manager, Howard McGaffney at [howard@cddmanagers.com](mailto:howard@cddmanagers.com), up until the day before the meeting.

(Live streaming & previously recorded meetings can be found here - <https://www.youtube.com/@TroutCreekCDD>)

### **III. Discussion Topics**

A. O&M Projections for Future Amenity Improvements

[Exhibit 1](#)

[Pgs. 6-11](#)

B. Bond Sizing Report

[Exhibit 2](#)

[Pgs. 13-14](#)

C. Survey Questions for Future Capital Projects

[Exhibit 3](#)

[Pgs. 16-91](#)

D. Proposal to Separate from the HOA and 360 Community Irrigation Clocks in Phase 2

[Exhibit 4](#)

[Pgs. 93-96](#)

E. Swim Team Proposal Options

[Exhibit 5](#)

1. Sporting Jax

[Exhibit 5A](#)

[Pgs. 99-114](#)

2. Swim Rise Aquatics

[Exhibit 5B](#)

[Pgs. 116-127](#)

F. Shaffer Engineering Electrical Engineering Design – Night Swimming Proposal

### **IV. General Manager's Update**

### **V. Supervisors' Requests**

### **VI. Audience Comments – (limited to 3 minutes per individual for non-agenda items)**

**VII. Next Meeting Quorum Check: June 25 at 6:00PM**

Clint Wright	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Heather Loffredo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Jim Breslin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Ronnie Murphy	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Vincent Sajkowski	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

**VIII. Next Workshop Reminder: July 7 at 10:00AM**

**IX. Adjournment**

# EXHIBIT 1

# Trout Creek CDD – Possible Community Amenity Expansion Survey

The CDD Board of Supervisors is exploring potential future amenity improvements to better serve your growing community. Many of the potential amenities being discussed and shown in this survey are based on requests, feedback and 2025 survey results received from residents. Only two responses per household, one per person, are permitted. The CDD is utilizing the property tax roll to confirm unique users.

These projects are **conceptual planning ideas only** and may take several years to plan, design, permit, and construct if pursued. Your feedback will help the Board better understand which amenities residents value most and what level of community investment residents may support.

Please note that the cost ranges presented in this survey are **very preliminary planning estimates** intended only to provide a general idea of potential project/ budget scale. Actual costs could change over time depending on a variety of factors, including but not limited to inflation, project scope, engineering requirements, permitting, market conditions, interest rates, funding sources and the timing of construction.

Current preliminary planning range construction costs for the potential projects include:

- **Pickleball Courts (4):** approximately \$260,000 – \$450,000
- Full size **Basketball Court:** approximately \$200,000 – \$400,000
- **Café / Pool Pavilion Snack Bar Expansion:** approximately \$945,000 – \$1.74 million
- **Second Pool w/ inclusion of adult swimming only hours(Located near Outpost):** \$3 million to \$3.5 million

These amounts are exclusive of operational costs. List funding info/ options here from DC & DM

Improvement	Construction Cost Estimate Range	Annual Debt Assessment (long-term assessment used to finance proposed improvement)*	Annual Operation and Maintenance (“O&M Assessment”) Increase Estimate**
Pickleball Courts			
Basketball Courts			
Food and Beverage Expansion			
Additional Pool			

\*Assumes a 30 year tax exempt bond at a X% interest rate, subject to change.

\*\* Assumptions based on similar size projects for ongoing O&M Assessment impacts.

Please note that no decisions have been made and the Board has not approved the construction of any of these projects at this time. The purpose of this survey is solely to gather resident input to help guide future discussions and planning efforts.

**Your input matters, this is your community!** Thank you for taking a few minutes to share your feedback and help shape the future of your amenities.

## Section 1 — Resident Information

### 1. Are you a current resident of Trout Creek CDD?

- Yes – Homeowner
- Yes – Renter
- No

### 2. How many people live in your household?

- 1–2
- 3–4
- 5+

### 3. Age groups in your household (select all that apply).

- Children under 12
- Teens (13–17)
- Adults (18–54)
- Adults 55+

## Section 2 — Potential New Amenities

**4. Which potential amenity additions would you most like to see?** Please rank your top choices in order of preference (1 = most desired).

- Pickleball courts
- Basketball court
- Expanded Kayak Café with hot food, outdoor pavilion bar, and expanded seating
- Second community pool (adult pool near Outpost)
- None of the above
- All of the above

**5. If pickleball courts were added, how often would your household likely use them?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**6. If a basketball court were added, how often would your household likely use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**7. If the Kayak Café was expanded to include hot food and more seating, how often would you use it?**

- Weekly
- Monthly
- Occasionally
- Rarely / never

**7a. If the Kayak Café were expanded, would you support offering beer and wine service, provided appropriate licensing and safeguards were in place?**


- Yes
- No
- No opinion

**8. If a second pool were added to reduce crowding, how valuable would this be to your household? (adult pool near Outpost)**

- Very valuable
- Somewhat valuable
- Neutral
- Not valuable

## **Section 3 — Community Investment**

**9. If new amenities require additional community/ resident funding, are you willing to pay in a combination of construction costs and then ongoing operational costs PER YEAR: (select what applies)**

- \$0
- \$1 - \$250
- \$251 - \$500
- \$501 - \$750
- \$750 - \$1000
- Whatever it takes
- 

**10. Please rank each project in order of priority ?**

- Pickleball courts
- Basketball court
- Café expansion
- Second pool
- None
- Other (see Section 4)

## **Section 4 — Final Feedback**

**12. Any additional comments for the Board?**

(Open response)

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT ALLOCATION**

TOTAL EQUALIZED O&M BUDGET	\$4,034,893
COUNT COLLECTION COSTS (2%)	\$85,849
EARLY PAYMENT DISCOUNT (6%)	\$171,698
<b>TOTAL EQUALIZED ASSESSMENT</b>	<b>\$4,292,439</b>

TOTAL STRATIFIED O&M BUDGET	\$391,500
COUNT COLLECTION COSTS (2%)	\$8,330
EARLY PAYMENT DISCOUNT (6%)	\$16,660
<b>TOTAL STRATIFIED ASSESSMENT</b>	<b>\$416,489</b>

TOTAL CAPITAL RESERVE FUND BUDGET	<b>\$1,252,000.00</b>
COUNT COLLECTION COSTS (2%)	\$26,638.30
EARLY PAYMENT DISCOUNT (6%)	\$53,276.60
<b>TOTAL CAPITAL RESERVE FUND ASSESSMENT</b>	<b>\$1,331,914.89</b>

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF O&M EQUALIZED COSTS				
	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL EQUALIZED BUDGETED	EQUALIZED PER LOT
<b>SERIES 2025 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$365,345.95	\$1,503.48
SINGLE FAMILY 40'	1.00	288.00	10.09%	\$433,002.61	\$1,503.48
SINGLE FAMILY 50'	1.00	410.00	14.36%	\$616,427.32	\$1,503.48
SINGLE FAMILY 60'	1.00	231.00	8.09%	\$347,304.18	\$1,503.48
SINGLE FAMILY 70'	1.00	185.00	6.48%	\$278,144.04	\$1,503.48
SINGLE FAMILY 80'	1.00	69.00	2.42%	\$103,740.21	\$1,503.48
<b>SERIES 2018 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$365,345.95	\$1,503.48
SINGLE FAMILY 40'	1.00	222.00	7.78%	\$333,772.84	\$1,503.48
SINGLE FAMILY 40' - Phase 3J	1.00	73.00	2.56%	\$109,754.13	\$1,503.48
SINGLE FAMILY 50'	1.00	153.00	5.36%	\$230,032.64	\$1,503.48
SINGLE FAMILY 60'	1.00	170.00	5.95%	\$255,591.82	\$1,503.48
SINGLE FAMILY 70'	1.00	57.00	2.00%	\$85,698.43	\$1,503.48
<b>SERIES 2020 ASSMT AREA</b>					
TOWNHOMES	1.00	235.00	8.23%	\$353,318.10	\$1,503.48
SINGLE FAMILY 40'	1.00	51.00	1.79%	\$76,677.55	\$1,503.48
<b>SERIES 2022 ASSMT AREA</b>					
TOWNHOMES	1.00	58.00	2.03%	\$87,201.91	\$1,503.48
SINGLE FAMILY 50'	1.00	167.00	5.85%	\$251,081.37	\$1,503.48
<b>CDD TOTAL</b>		<b>2,855.00</b>	<b>100%</b>	<b>\$4,292,439.05</b>	

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF O&M STRATIFIED COSTS				
	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL STRATIFIED BUDGETED	STRATIFIED PER LOT
<b>SERIES 2025 ASSMT AREA</b>					
TOWNHOMES	0.50	121.50	4.75%	\$19,789.39	\$81.44
SINGLE FAMILY 40'	0.80	230.40	9.01%	\$37,526.55	\$130.30
SINGLE FAMILY 50'	1.00	410.00	16.03%	\$66,779.02	\$162.88
SINGLE FAMILY 60'	1.20	277.20	10.84%	\$45,149.13	\$195.45
SINGLE FAMILY 70'	1.40	259.00	10.13%	\$42,184.80	\$228.03
SINGLE FAMILY 80'	1.60	110.40	4.32%	\$17,981.47	\$260.60
<b>SERIES 2018 ASSMT AREA</b>					
TOWNHOMES	0.50	121.50	4.75%	\$19,789.39	\$81.44
SINGLE FAMILY 40'	0.80	177.60	6.95%	\$28,926.72	\$130.30
SINGLE FAMILY 40' - Phase 3J	0.80	58.40	2.28%	\$9,511.94	\$130.30
SINGLE FAMILY 50'	1.00	153.00	5.98%	\$24,919.98	\$162.88
SINGLE FAMILY 60'	1.20	204.00	7.98%	\$33,226.64	\$195.45
SINGLE FAMILY 70'	1.40	79.80	3.12%	\$12,997.48	\$228.03
<b>SERIES 2020 ASSMT AREA</b>					
TOWNHOMES	0.50	117.50	4.60%	\$19,137.89	\$81.44
SINGLE FAMILY 40'	0.80	40.80	1.60%	\$6,645.33	\$130.30
<b>SERIES 2022 ASSMT AREA</b>					
TOWNHOMES	0.50	29.00	1.13%	\$4,723.39	\$81.44
SINGLE FAMILY 50'	1.00	167.00	6.53%	\$27,200.24	\$162.88
<b>CDD TOTAL</b>		<b>2,557.10</b>	<b>100%</b>	<b>\$416,489.36</b>	

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF CAPITAL RESERVE FUND (CRF)				
	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CRF BUDGETED	CRF PER LOT
<b>SERIES 2025 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$113,364.38	\$466.52
SINGLE FAMILY 40'	1.00	288.00	10.09%	\$134,357.79	\$466.52
SINGLE FAMILY 50'	1.00	410.00	14.36%	\$191,273.24	\$466.52
SINGLE FAMILY 60'	1.00	231.00	8.09%	\$107,766.14	\$466.52
SINGLE FAMILY 70'	1.00	185.00	6.48%	\$86,306.22	\$466.52
SINGLE FAMILY 80'	1.00	69.00	2.42%	\$32,189.89	\$466.52
<b>SERIES 2018 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$113,364.38	\$466.52
SINGLE FAMILY 40'	1.00	222.00	7.78%	\$103,567.46	\$466.52
SINGLE FAMILY 40' - Phase 3J	1.00	73.00	2.56%	\$34,055.97	\$466.52
SINGLE FAMILY 50'	1.00	153.00	5.36%	\$71,377.58	\$466.52
SINGLE FAMILY 60'	1.00	170.00	5.95%	\$79,308.42	\$466.52
SINGLE FAMILY 70'	1.00	57.00	2.00%	\$26,591.65	\$466.52
<b>SERIES 2020 ASSMT AREA</b>					
TOWNHOMES	1.00	235.00	8.23%	\$109,632.22	\$466.52
SINGLE FAMILY 40'	1.00	51.00	1.79%	\$23,792.53	\$466.52
<b>SERIES 2022 ASSMT AREA</b>					
TOWNHOMES	1.00	58.00	2.03%	\$27,058.17	\$466.52
SINGLE FAMILY 50'	1.00	167.00	5.85%	\$77,908.86	\$466.52
<b>CDD TOTAL</b>		<b>2,855.00</b>	<b>100%</b>	<b>\$1,331,914.89</b>	

ASSESSMENT AREA & LOT SIZE	TOTAL O&M PER LOT	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE	ESTIMATED TOTAL ASSESSMENT PER UNIT
<b>SERIES 2025 ASSMT AREA</b>						
TOWNHOMES	\$2,051.44	\$754.48				<b>\$2,805.92</b>
SINGLE FAMILY 40'	\$2,100.30	\$840.26				<b>\$2,940.56</b>
SINGLE FAMILY 50'	\$2,132.88	\$926.05				<b>\$3,058.93</b>
SINGLE FAMILY 60'	\$2,165.45	\$1,011.83				<b>\$3,177.28</b>
SINGLE FAMILY 70'	\$2,198.03	\$1,097.62				<b>\$3,295.65</b>
SINGLE FAMILY 80'	\$2,230.60	\$1,183.40				<b>\$3,414.00</b>
<b>SERIES 2018 ASSMT AREA</b>						
TOWNHOMES	\$2,051.44		\$879.50			<b>\$2,930.94</b>
SINGLE FAMILY 40'	\$2,100.30		\$979.50			<b>\$3,079.80</b>
SINGLE FAMILY 40' - Phase 3J	\$2,100.30					<b>\$2,100.30</b>
SINGLE FAMILY 50'	\$2,132.88		\$1,079.50			<b>\$3,212.38</b>
SINGLE FAMILY 60'	\$2,165.45		\$1,179.50			<b>\$3,344.95</b>
SINGLE FAMILY 70'	\$2,198.03		\$1,279.50			<b>\$3,477.53</b>
<b>SERIES 2020 ASSMT AREA</b>						
TOWNHOMES	\$2,051.44			\$879.50		<b>\$2,930.94</b>
SINGLE FAMILY 40'	\$2,100.30			\$979.50		<b>\$3,079.80</b>
<b>SERIES 2022 ASSMT AREA</b>						
TOWNHOMES	\$2,051.44			\$879.50		<b>\$2,930.94</b>
SINGLE FAMILY 50'	\$2,132.88			\$1,079.50		<b>\$3,212.38</b>

FY 2027 APPROVED PROPOSED PER UNIT	\$ VARIANCE	% VARIANCE
\$2,536.89	\$269.03	10.6%
\$2,671.53	\$269.03	10.1%
\$2,789.90	\$269.03	9.6%
\$2,908.25	\$269.03	9.3%
\$3,026.62	\$269.03	8.9%
\$3,144.97	\$269.03	8.6%
\$2,661.91	\$269.03	10.1%
\$2,810.77	\$269.03	9.6%
\$1,831.27	\$269.03	14.7%
\$2,943.35	\$269.03	9.1%
\$3,075.92	\$269.03	8.7%
\$3,208.50	\$269.03	8.4%
\$2,661.91	\$269.03	10.1%
\$2,943.35	\$269.03	9.1%

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT ALLOCATION**

TOTAL EQUALIZED O&M BUDGET	\$4,034,893
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<b>TOTAL EQUALIZED ASSESSMENT</b>	<b>\$4,292,439</b>

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COUNT COLLECTION COSTS (2%)	\$8,330
EARLY PAYMENT DISCOUNT (6%)	\$16,660
<b>TOTAL STRATIFIED ASSESSMENT</b>	<b>\$416,489</b>

TOTAL CAPITAL RESERVE FUND BUDGET	\$1,521,000.00
COUNT COLLECTION COSTS (2%)	\$32,361.70
EARLY PAYMENT DISCOUNT (6%)	\$64,723.40
<b>TOTAL CAPITAL RESERVE FUND ASSESSMENT</b>	<b>\$1,618,085.11</b>

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF O&M EQUALIZED COSTS				
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<b>CDD TOTAL</b>		<b>2,855.00</b>	<b>100%</b>	<b>\$4,292,439.05</b>	

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF O&M STRATIFIED COSTS				
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SINGLE FAMILY 40'	0.80	40.80	1.60%	\$6,645.33	\$130.30
<b>SERIES 2022 ASSMT AREA</b>					
TOWNHOMES	0.50	29.00	1.13%	\$4,723.39	\$81.44
SINGLE FAMILY 50'	1.00	167.00	6.53%	\$27,200.24	\$162.88
<b>CDD TOTAL</b>		<b>2,557.10</b>	<b>100%</b>	<b>\$416,489.36</b>	

ASSESSMENT AREA & LOT SIZE	ALLOCATION OF CAPITAL RESERVE FUND (CRF)				
	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CRF BUDGETED	CRF PER LOT
<b>SERIES 2025 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$137,721.43	\$566.75
SINGLE FAMILY 40'	1.00	288.00	10.09%	\$163,225.40	\$566.75
SINGLE FAMILY 50'	1.00	410.00	14.36%	\$232,369.49	\$566.75
SINGLE FAMILY 60'	1.00	231.00	8.09%	\$130,920.37	\$566.75
SINGLE FAMILY 70'	1.00	185.00	6.48%	\$104,849.65	\$566.75
SINGLE FAMILY 80'	1.00	69.00	2.42%	\$39,106.08	\$566.75
<b>SERIES 2018 ASSMT AREA</b>					
TOWNHOMES	1.00	243.00	8.51%	\$137,721.43	\$566.75
SINGLE FAMILY 40'	1.00	222.00	7.78%	\$125,819.58	\$566.75
SINGLE FAMILY 40' - Phase 3J	1.00	73.00	2.56%	\$41,373.10	\$566.75
SINGLE FAMILY 50'	1.00	153.00	5.36%	\$86,713.49	\$566.75
SINGLE FAMILY 60'	1.00	170.00	5.95%	\$96,348.33	\$566.75
SINGLE FAMILY 70'	1.00	57.00	2.00%	\$32,305.03	\$566.75
<b>SERIES 2020 ASSMT AREA</b>					
TOWNHOMES	1.00	235.00	8.23%	\$133,187.39	\$566.75
SINGLE FAMILY 40'	1.00	51.00	1.79%	\$28,904.50	\$566.75
<b>SERIES 2022 ASSMT AREA</b>					
TOWNHOMES	1.00	58.00	2.03%	\$32,871.78	\$566.75
SINGLE FAMILY 50'	1.00	167.00	5.85%	\$94,648.06	\$566.75
<b>CDD TOTAL</b>		<b>2,855.00</b>	<b>100%</b>	<b>\$1,618,085.11</b>	

ASSESSMENT AREA & LOT SIZE	TOTAL O&M PER LOT	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE	ESTIMATED TOTAL ASSESSMENT PER UNIT
<b>SERIES 2025 ASSMT AREA</b>						
TOWNHOMES	\$2,151.67	\$754.48				\$2,906.15
SINGLE FAMILY 40'	\$2,200.54	\$840.26				\$3,040.80
SINGLE FAMILY 50'	\$2,233.11	\$926.05				\$3,159.16
SINGLE FAMILY 60'	\$2,265.69	\$1,011.83				\$3,277.52
SINGLE FAMILY 70'	\$2,298.26	\$1,097.62				\$3,395.88
SINGLE FAMILY 80'	\$2,330.84	\$1,183.40				\$3,514.24
<b>SERIES 2018 ASSMT AREA</b>						
TOWNHOMES	\$2,151.67		\$879.50			\$3,031.17
SINGLE FAMILY 40'	\$2,200.54		\$979.50			\$3,180.04
SINGLE FAMILY 40' - Phase 3J	\$2,200.54					\$2,200.54
SINGLE FAMILY 50'	\$2,233.11		\$1,079.50			\$3,312.61
SINGLE FAMILY 60'	\$2,265.69		\$1,179.50			\$3,445.19
SINGLE FAMILY 70'	\$2,298.26		\$1,279.50			\$3,577.76
<b>SERIES 2020 ASSMT AREA</b>						
TOWNHOMES	\$2,151.67		\$879.50			\$3,031.17
SINGLE FAMILY 40'	\$2,200.54		\$979.50			\$3,180.04
<b>SERIES 2022 ASSMT AREA</b>						
TOWNHOMES	\$2,151.67			\$879.50		\$3,031.17
SINGLE FAMILY 50'	\$2,233.11			\$1,079.50		\$3,312.61

FY 2027 APPROVED PROPOSED PER UNIT	\$ VARIANCE	% VARIANCE
\$2,536.89	\$369.27	14.6%
\$2,671.53	\$369.27	13.8%
\$2,789.90	\$369.27	13.2%
\$2,908.25	\$369.27	12.7%
\$3,026.62	\$369.27	12.2%
\$3,144.97	\$369.27	11.7%
\$2,661.91	\$369.27	13.9%
\$2,810.77	\$369.27	13.1%
\$1,831.27	\$369.27	20.2%
\$2,943.35	\$369.27	12.5%
\$3,075.92	\$369.27	12.0%
\$3,208.50	\$369.27	11.5%
\$2,661.91	\$369.27	13.9%
\$2,810.77	\$369.27	13.1%
\$2,661.91	\$369.27	13.9%
\$2,943.35	\$369.27	12.5%

## EXHIBIT 2

**TROUT CREEK CDD  
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
<b>SERIES 2025 ASSMT AREA</b>							
TOWNHOMES	243	0.5	121.5	\$103.95	\$25,259	\$1,545	\$375,367
SINGLE FAMILY 40'	288	0.8	230.4	\$166.32	\$47,899	\$2,472	\$711,806
SINGLE FAMILY 50'	410	1.0	410.0	\$207.90	\$85,238	\$3,089	\$1,266,669
SINGLE FAMILY 60'	231	1.2	277.2	\$249.48	\$57,629	\$3,707	\$856,392
SINGLE FAMILY 70'	185	1.4	259.0	\$291.06	\$53,845	\$4,325	\$800,164
SINGLE FAMILY 80'	69	1.6	110.4	\$332.64	\$22,952	\$4,943	\$341,074
<b>SERIES 2018 ASSMT AREA</b>							
TOWNHOMES	243	0.5	121.5	\$103.95	\$25,259	\$1,545	\$375,367
SINGLE FAMILY 40'	295	0.8	236.0	\$166.32	\$49,064	\$2,472	\$729,107
SINGLE FAMILY 50'	153	1.0	153.0	\$207.90	\$31,808	\$3,089	\$472,684
SINGLE FAMILY 60'	170	1.2	204.0	\$249.48	\$42,411	\$3,707	\$630,245
SINGLE FAMILY 70'	57	1.4	79.8	\$291.06	\$16,590	\$4,325	\$246,537
<b>SERIES 2020 ASSMT AREA</b>							
TOWNHOMES	235	0.5	117.5	\$103.95	\$24,428	\$1,545	\$363,009
SINGLE FAMILY 40'	51	0.8	40.8	\$166.32	\$8,482	\$2,472	\$126,049
<b>SERIES 2022 ASSMT AREA</b>							
TOWNHOMES	58	0.5	29.0	\$103.95	\$6,029	\$1,545	\$89,594
SINGLE FAMILY 50'	167	1.0	167.0	\$207.90	\$34,719	\$3,089	\$515,936
<b>TOTAL</b>	<b>2,855</b>		<b>2,557.1</b>		<b>\$531,613</b>		<b>\$7,900,000</b>

**Bond Assumptions**

Assessments	\$531,613
CAPI Term (Months)	6
Interest Rate	5.30%
Term	30
DSRF (% of MADS)	100%

**Par \$7,900,000**

Less:

DSRF	\$531,613
CAPI	\$209,350
COI	\$158,000

**Net Bond Proceeds \$7,001,037**

**TROUT CREEK CDD  
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
<b>SERIES 2025 ASSMT AREA</b>							
TOWNHOMES	243	0.5	121.5	\$148.49	\$36,083	\$2,207	\$536,204
SINGLE FAMILY 40'	288	0.8	230.4	\$237.58	\$68,423	\$3,531	\$1,016,802
SINGLE FAMILY 50'	410	1.0	410.0	\$296.98	\$121,760	\$4,413	\$1,809,413
SINGLE FAMILY 60'	231	1.2	277.2	\$356.37	\$82,322	\$5,296	\$1,223,340
SINGLE FAMILY 70'	185	1.4	259.0	\$415.77	\$76,917	\$6,178	\$1,143,019
SINGLE FAMILY 80'	69	1.6	110.4	\$475.16	\$32,786	\$7,061	\$487,218
<b>SERIES 2018 ASSMT AREA</b>							
TOWNHOMES	243	0.5	121.5	\$148.49	\$36,083	\$2,207	\$536,204
SINGLE FAMILY 40'	295	0.8	236.0	\$237.58	\$70,087	\$3,531	\$1,041,516
SINGLE FAMILY 50'	153	1.0	153.0	\$296.98	\$45,437	\$4,413	\$675,220
SINGLE FAMILY 60'	170	1.2	204.0	\$356.37	\$60,583	\$5,296	\$900,293
SINGLE FAMILY 70'	57	1.4	79.8	\$415.77	\$23,699	\$6,178	\$352,174
<b>SERIES 2020 ASSMT AREA</b>							
TOWNHOMES	235	0.5	117.5	\$148.49	\$34,895	\$2,207	\$518,551
SINGLE FAMILY 40'	51	0.8	40.8	\$237.58	\$12,117	\$3,531	\$180,059
<b>SERIES 2022 ASSMT AREA</b>							
TOWNHOMES	58	0.5	29.0	\$148.49	\$8,612	\$2,207	\$127,983
SINGLE FAMILY 50'	167	1.0	167.0	\$296.98	\$49,595	\$4,413	\$737,005
<b>TOTAL</b>	<b>2,855</b>		<b>2,557.1</b>		<b>\$759,399</b>		<b>\$11,285,000</b>

**Bond Assumptions**

Assessments	\$759,399
CAPI Term (Months)	6
Interest Rate	5.30%
Term	30
DSRF (% of MADS)	100%

**Par \$11,285,000**

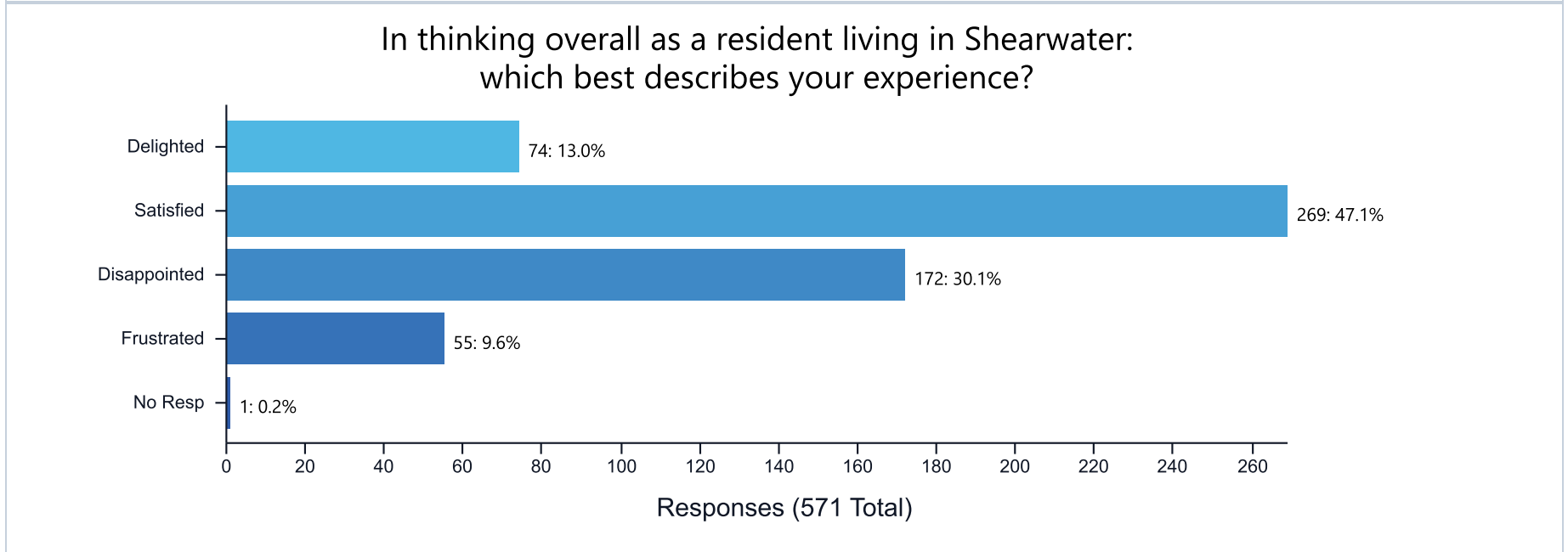
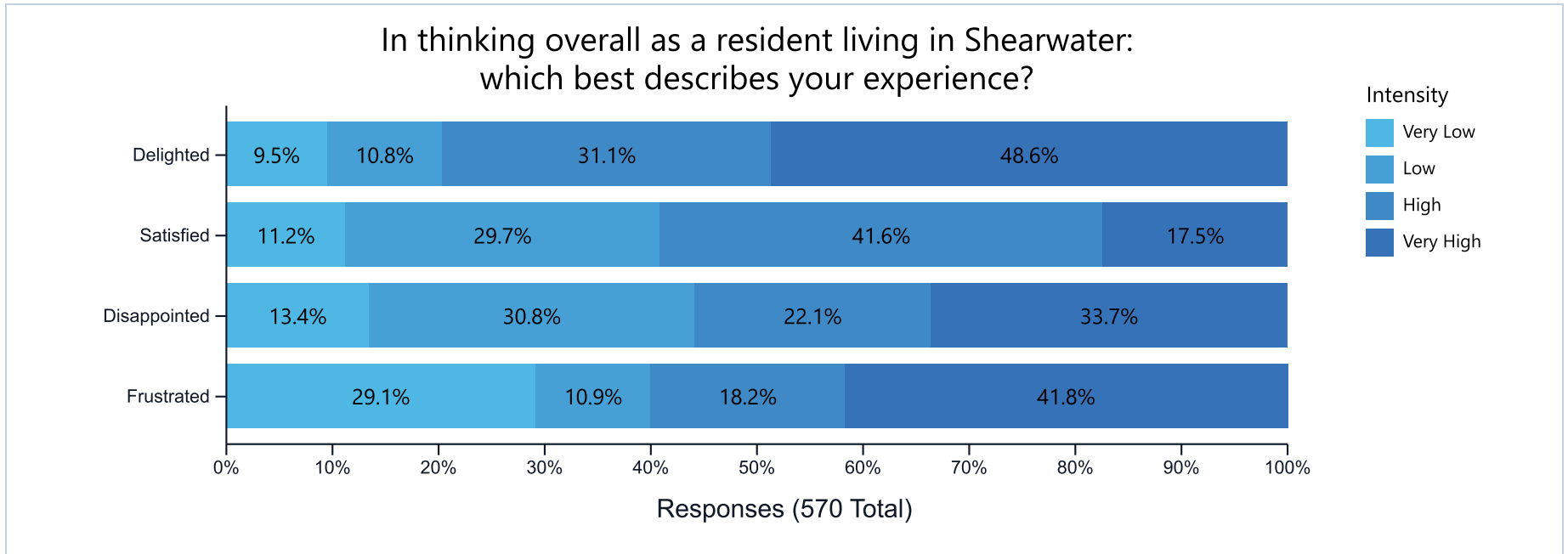
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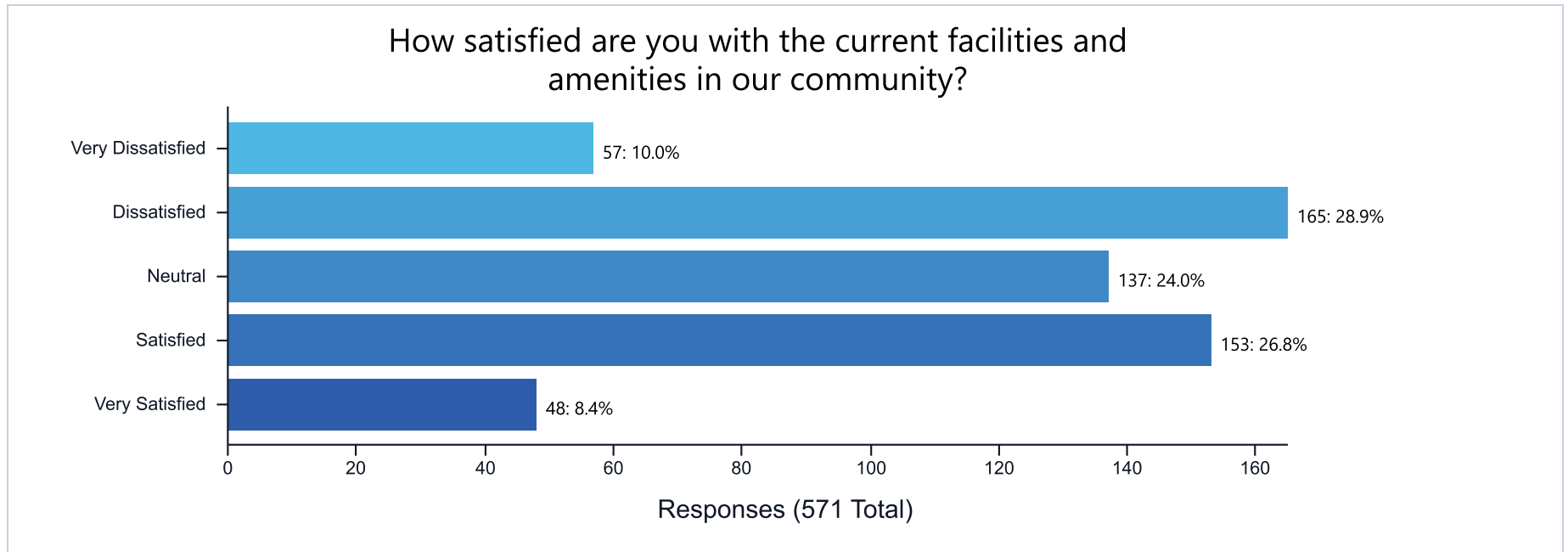
DSRF	\$759,399
CAPI	\$299,053
COI	\$225,700

**Net Bond Proceeds \$10,000,848**

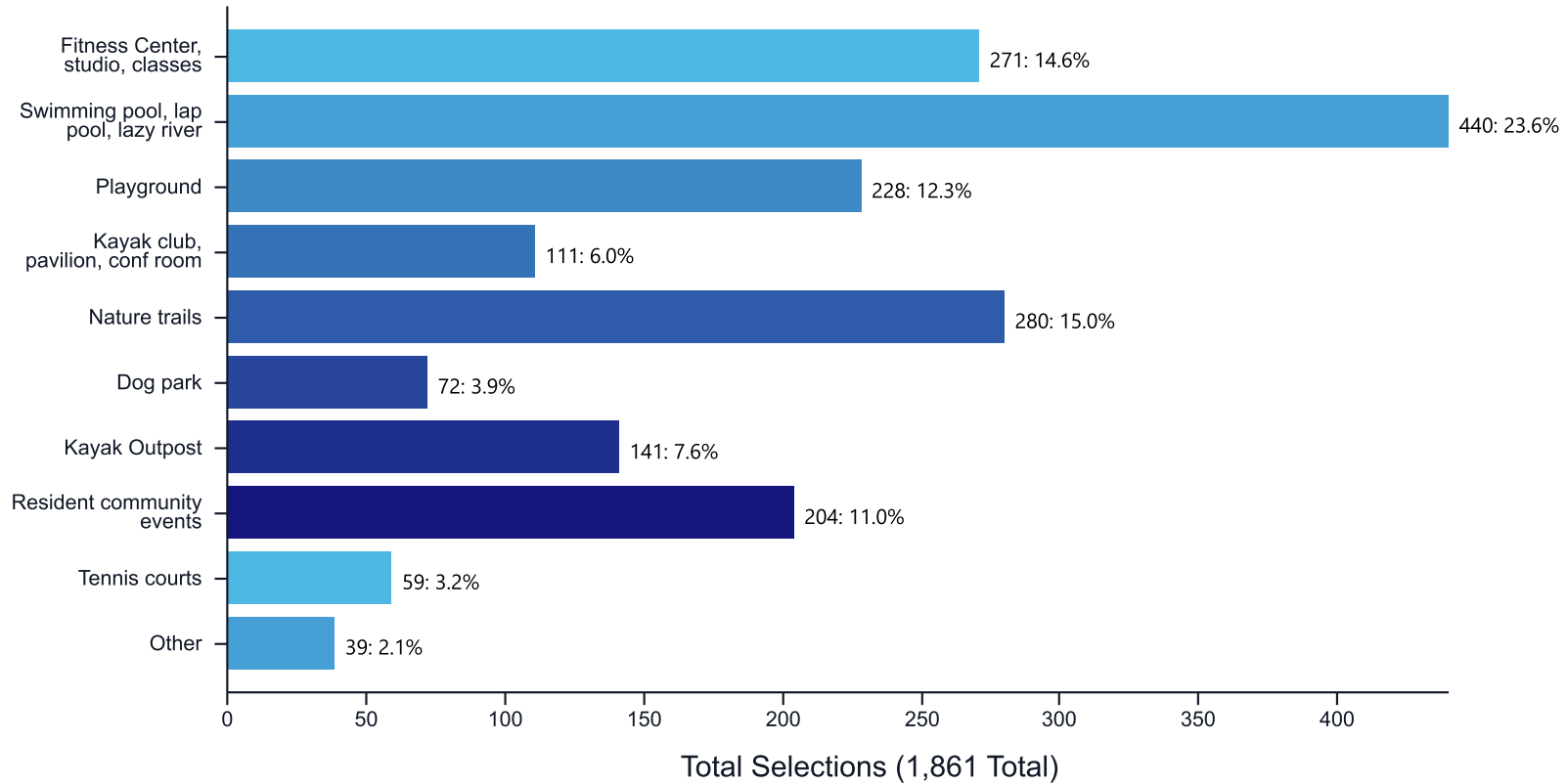
# EXHIBIT 3

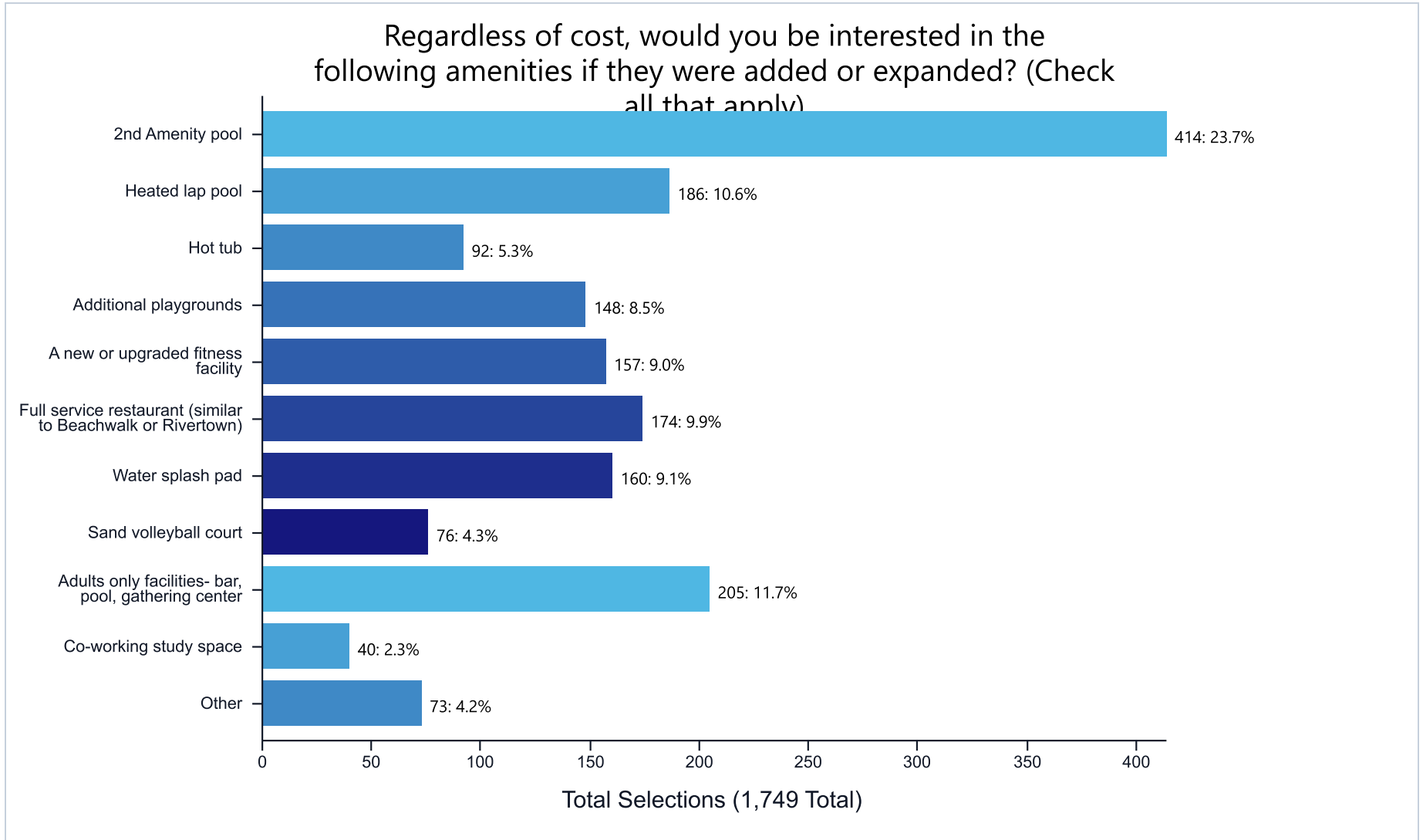
Survey: Community Pulse Survey - Shearwater  
Report Profile: Shearwater



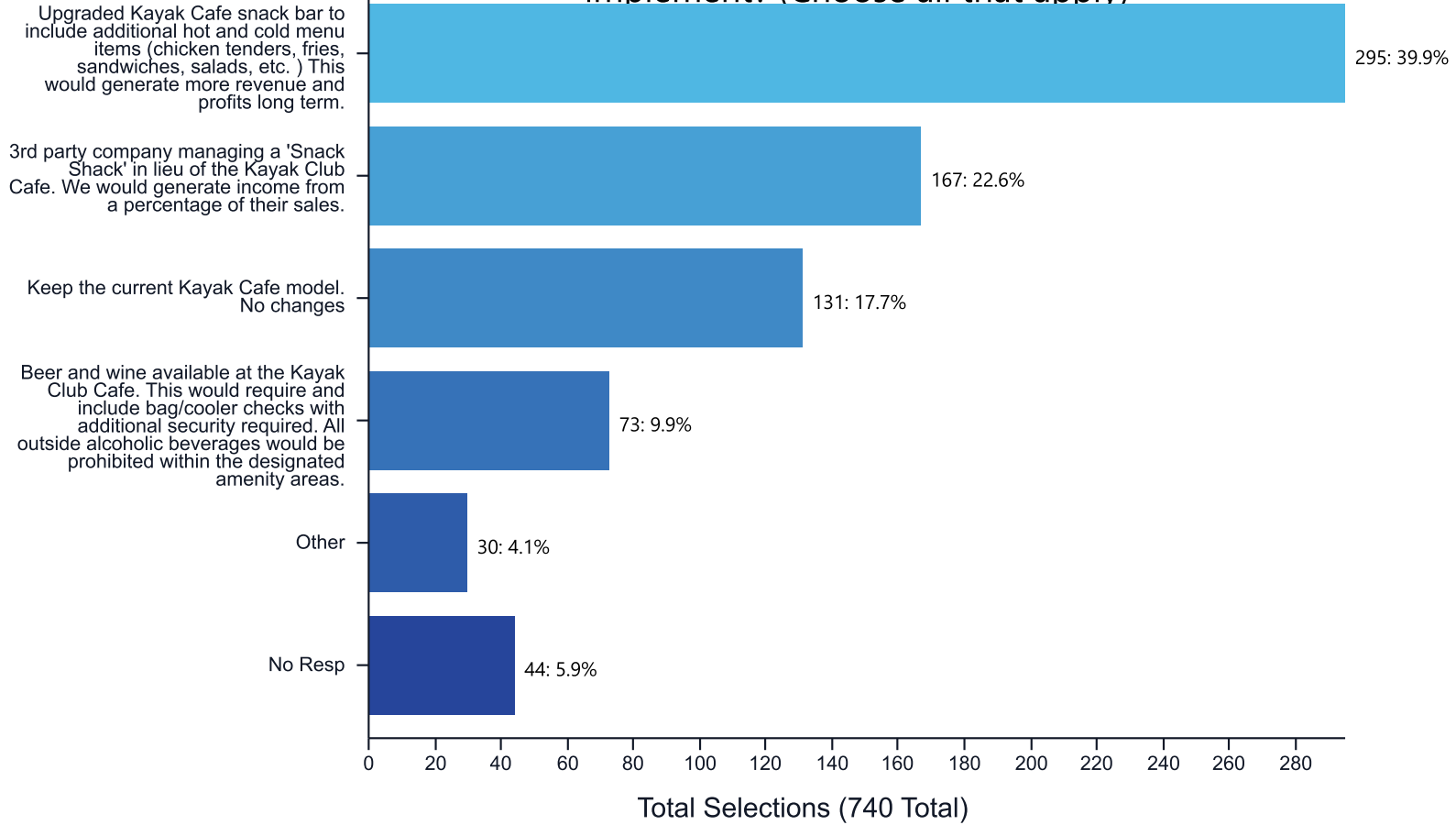


### Which of the following amenities do you use regularly? (Check all that apply)

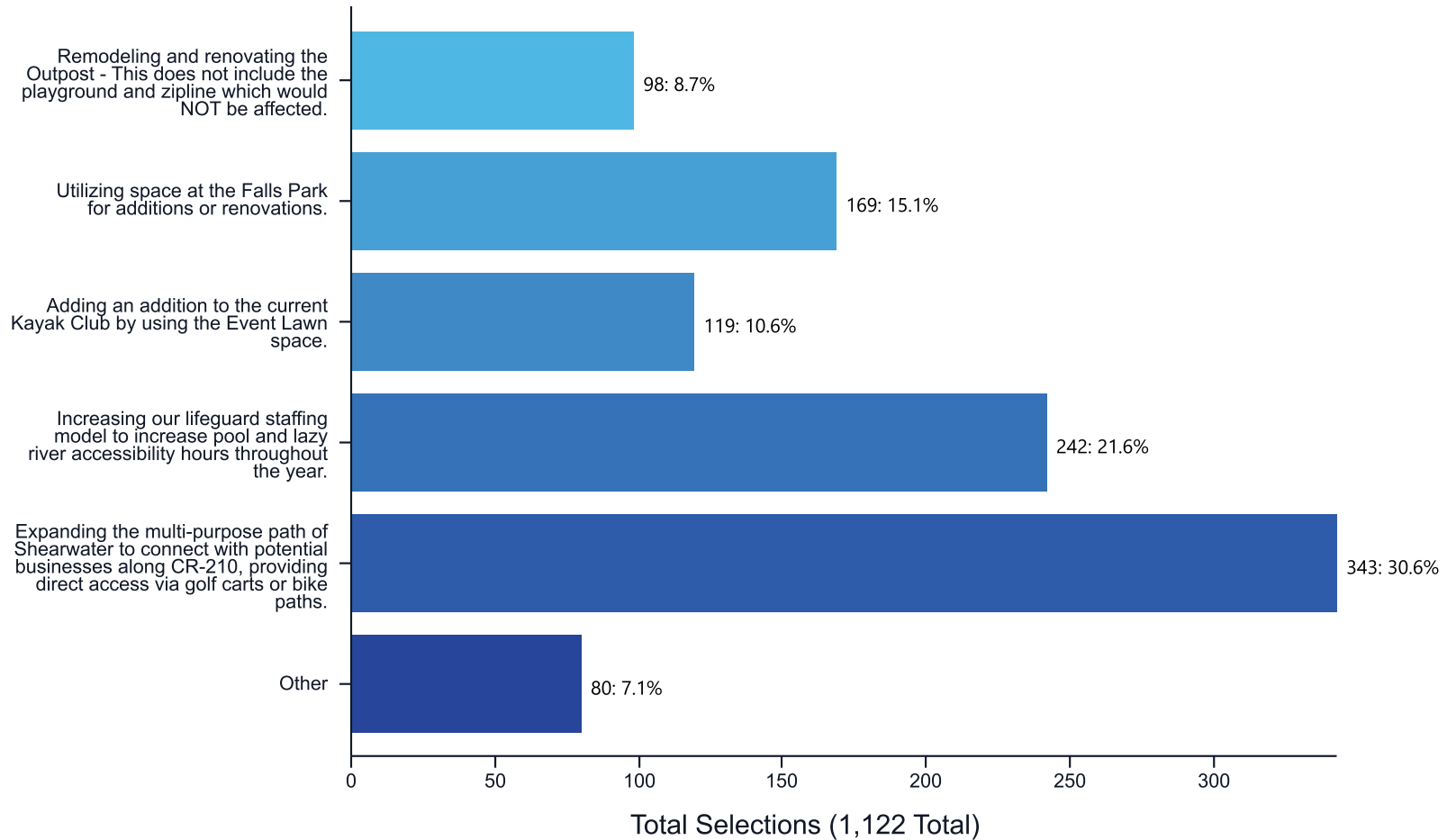


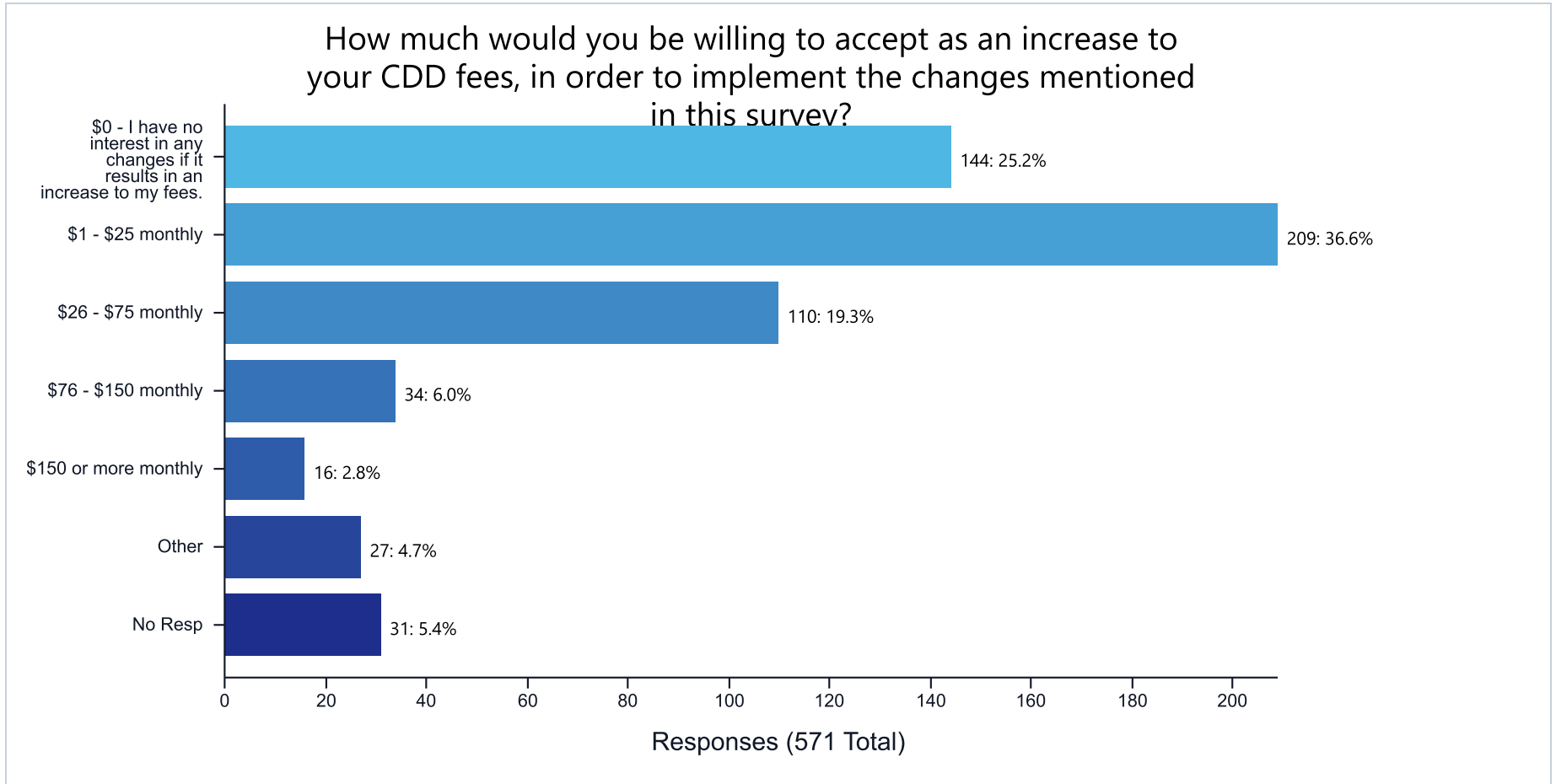


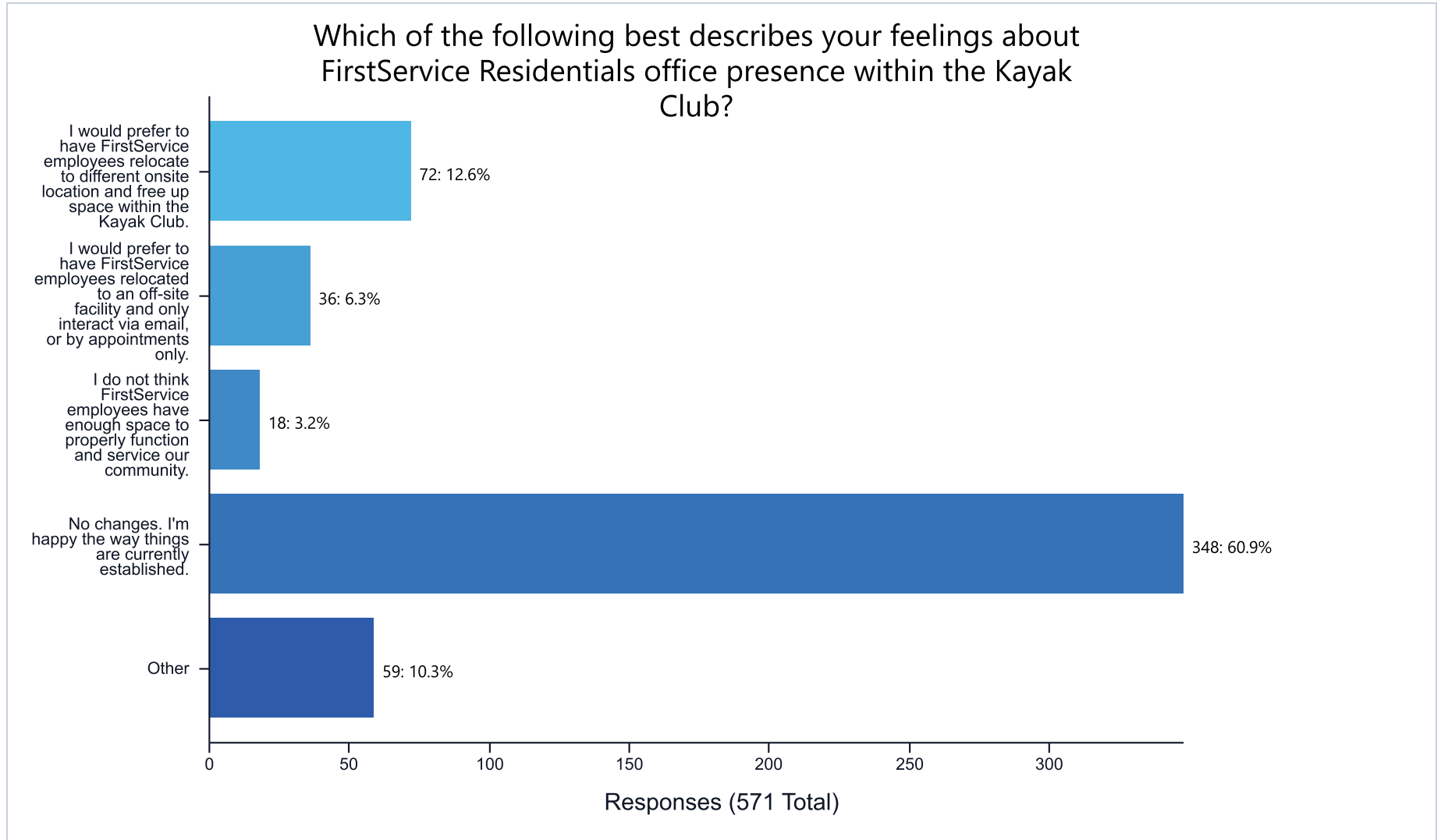
### As we look to improve the Kayak Club Cafe, which of the following would you be interested in seeing our community implement? (Choose all that apply)

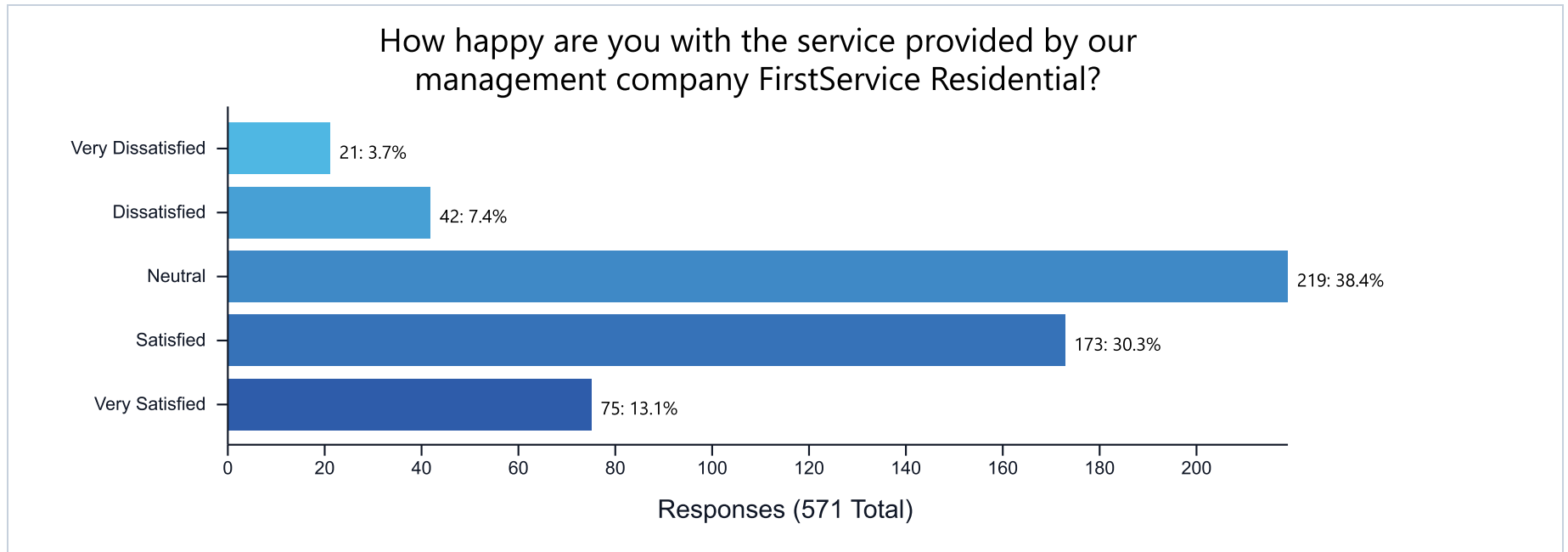


### For future amenity changes and improvements, would you be interested in the following:



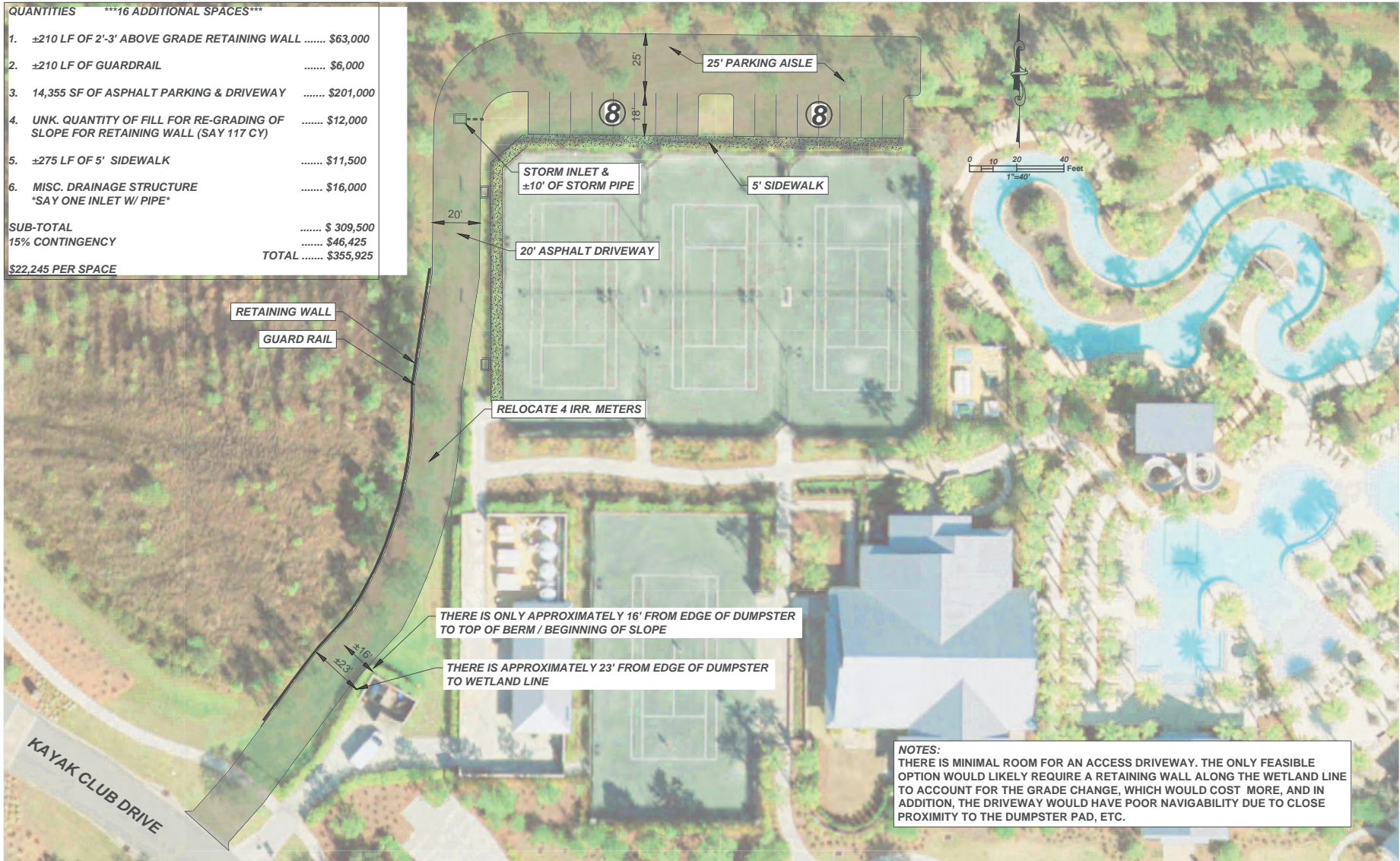








QUANTITIES ****16 ADDITIONAL SPACES****	
1. ±210 LF OF 2'-3' ABOVE GRADE RETAINING WALL .....	\$63,000
2. ±210 LF OF GUARDRAIL .....	\$6,000
3. 14,355 SF OF ASPHALT PARKING & DRIVEWAY .....	\$201,000
4. UNK. QUANTITY OF FILL FOR RE-GRADING OF SLOPE FOR RETAINING WALL (SAY 117 CY)	\$12,000
5. ±275 LF OF 5' SIDEWALK .....	\$11,500
6. MISC. DRAINAGE STRUCTURE 'SAY ONE INLET W/ PIPE'	\$16,000
<b>SUB-TOTAL</b> .....	<b>\$ 309,500</b>
15% CONTINGENCY .....	\$46,425
<b>TOTAL</b> .....	<b>\$355,925</b>
<b>\$22,245 PER SPACE</b>	

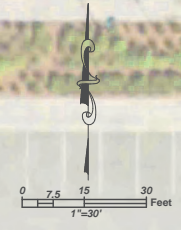


THERE IS ONLY APPROXIMATELY 16' FROM EDGE OF DUMPSTER TO TOP OF BERM / BEGINNING OF SLOPE

THERE IS APPROXIMATELY 23' FROM EDGE OF DUMPSTER TO WETLAND LINE

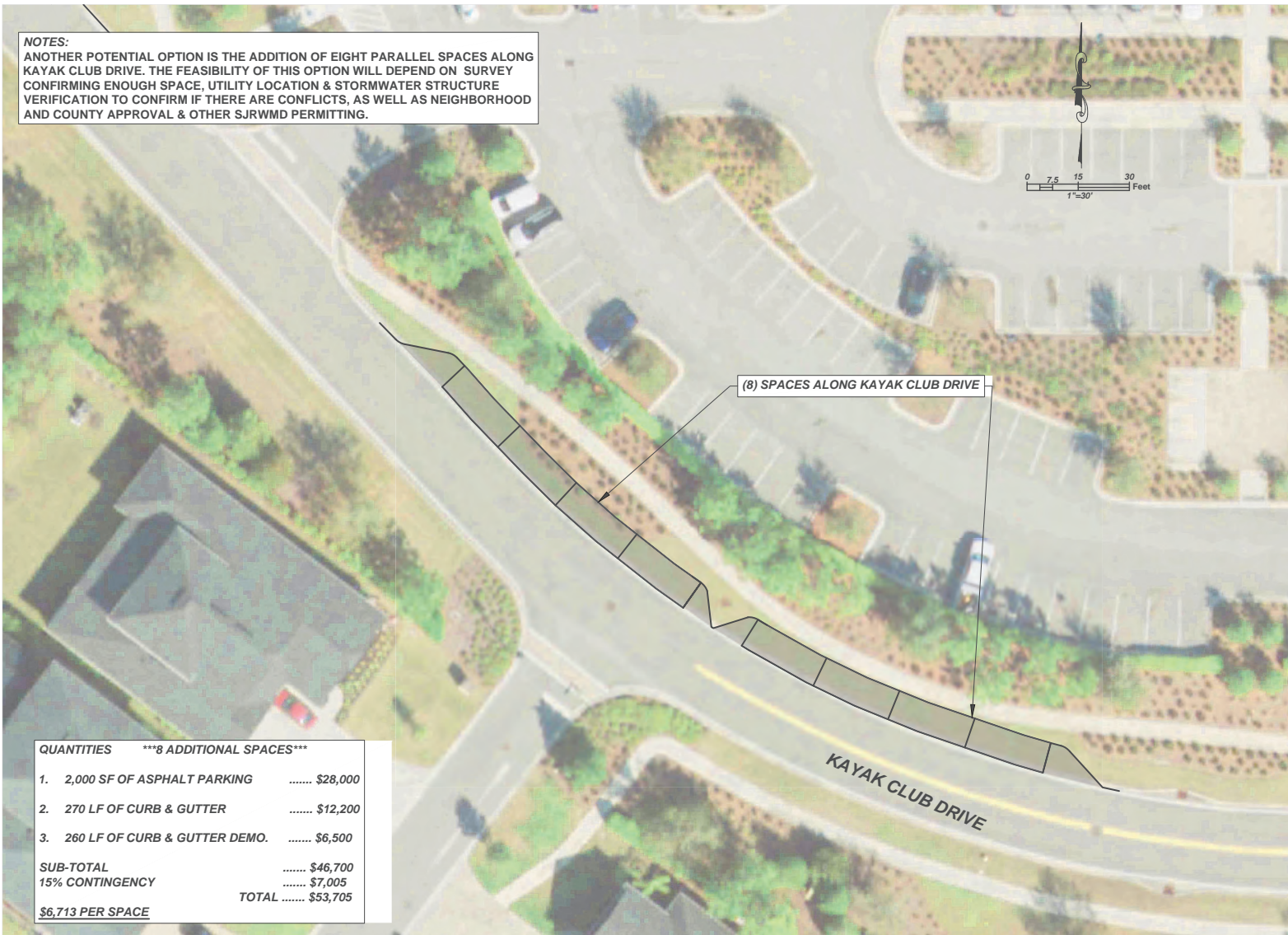
**NOTES:**  
 THERE IS MINIMAL ROOM FOR AN ACCESS DRIVEWAY. THE ONLY FEASIBLE OPTION WOULD LIKELY REQUIRE A RETAINING WALL ALONG THE WETLAND LINE TO ACCOUNT FOR THE GRADE CHANGE, WHICH WOULD COST MORE, AND IN ADDITION, THE DRIVEWAY WOULD HAVE POOR NAVIGABILITY DUE TO CLOSE PROXIMITY TO THE DUMPSTER PAD, ETC.

**NOTES:**  
 ANOTHER POTENTIAL OPTION IS THE ADDITION OF EIGHT PARALLEL SPACES ALONG KAYAK CLUB DRIVE. THE FEASIBILITY OF THIS OPTION WILL DEPEND ON SURVEY CONFIRMING ENOUGH SPACE, UTILITY LOCATION & STORMWATER STRUCTURE VERIFICATION TO CONFIRM IF THERE ARE CONFLICTS, AS WELL AS NEIGHBORHOOD AND COUNTY APPROVAL & OTHER SJRWMD PERMITTING.



(8) SPACES ALONG KAYAK CLUB DRIVE

QUANTITIES	***8 ADDITIONAL SPACES***	
1.	2,000 SF OF ASPHALT PARKING	..... \$28,000
2.	270 LF OF CURB & GUTTER	..... \$12,200
3.	260 LF OF CURB & GUTTER DEMO.	..... \$6,500
<b>SUB-TOTAL</b>		..... \$46,700
15% CONTINGENCY		..... \$7,005
<b>TOTAL</b>		..... \$53,705
<b><u>\$6,713 PER SPACE</u></b>		



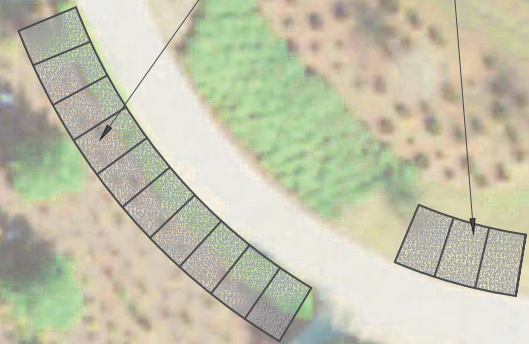
**NOTES:**  
 ANOTHER POTENTIAL OPTION IS ELIMINATING 13 GOLF CART PARKING TO PUT IN 11 CAR PARKING SPACES. THE GOLF CART PARKING COULD POTENTIALLY BE RELOCATED ALONG THE MAIN ACCESS



ELEVEN(11) ADDITIONAL CAR SPACES  
 THIRTEEN(13) CART SPACES TAKEN OUT



THIRTEEN(13) CART SPACES



KAYAK CLUB DRIVE

QUANTITIES	***11 ADDITIONAL SPACES***	
1.	1860 SF OF ASPHALT PARKING	..... \$ 26,000
2.	175 LF OF CURB & GUTTER	..... \$ 8,000
3.	103 LF OF CURB & GUTTER DEMO.	..... \$2,500
4.	900 SF OF CONCRETE/PAVER DEMO.	..... \$ 5,000
5.	823 SF OF NEW CONCRETE CART PARKING	..... \$7,000
SUB-TOTAL:		..... \$48,500
15% CONTINGENCY:		..... \$7,275
TOTAL		..... \$55,775
<u>\$5,070 PER SPACE</u>		



FIELD DRIVE

PROPOSED 10' x 6' GOLF  
CART PARKING SPOTS

PARK / PLAYGROUND



NO GOLF CART  
ALLOW

EXIST. VALVE

PROPOSED 10' x 6' GOLF  
CART PARKING SPOTS

PROPOSED 10' x 6' GOLF  
CART PARKING SPOTS

PROPOSED 10' x 6' GOLF  
CART PARKING SPOTS

EXIST. VALVE

NO GOLF CART  
ALLOW

OUTPOST PARKING LOT

±9'

±16'







# HEB Services, Inc.

P.O. Box 8430  
Fleming Island, FL 32006

CUC 1225170  
DBE/MBE Certified

Phone (904) 333-8064  
[hollybucci@yahoo.com](mailto:hollybucci@yahoo.com)

February 12, 2025

Trout Creek CDD at Shearwater  
100 Kayak Way  
St. Augustine, FL 32092  
Attn: Jessica Knutelsky

RE: Clearing at 2 locations

Pickelball Court Location:

-Remove approximately (18) pines trees and stumps and haul off-site

TOTAL PRICE: \$13,825.00

Outpost Location:

-Remove the live oaks and small palms in the basketball/pool location and haul off-site.

TOTAL PRICE: \$12,960.00

If both areas are done together we can deduct \$1,325.00 from the total cost.

Note:

-Not responsible for broken wires for the power outlet near the trees to be removed at the outpost location, we will also need the power off to the outlet during tree removal if possible as well.

-Prices do not include stripping the areas of grass and haul off, as this will grow back and have to restrip again before construction. We will scratch the ground around where the trees are removed to fill in the holes

-Does not include removing hedges around tennis court.

Thank You,  
Holly Bucci

ALL MATERIALS IS GUARANTEED TO BE SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.  
ACCEPTANCE OF PROPOSAL:

Land Clearing  
Quotes for  
Outpost 2<sup>nd</sup>  
Pool

# ESTIMATE

AL Dirtworks, LLC  
5128 Gracewood Ln  
Saint Augustine, FL 32092

AL.Dirtworks2022@gmail.com  
+1 (904) 826-5667



Bill to  
Jessica Knutelsky  
Shearwater/FS Residential  
Outpost

Ship to  
Jessica Knutelsky  
Shearwater/FS Residential

## Estimate details

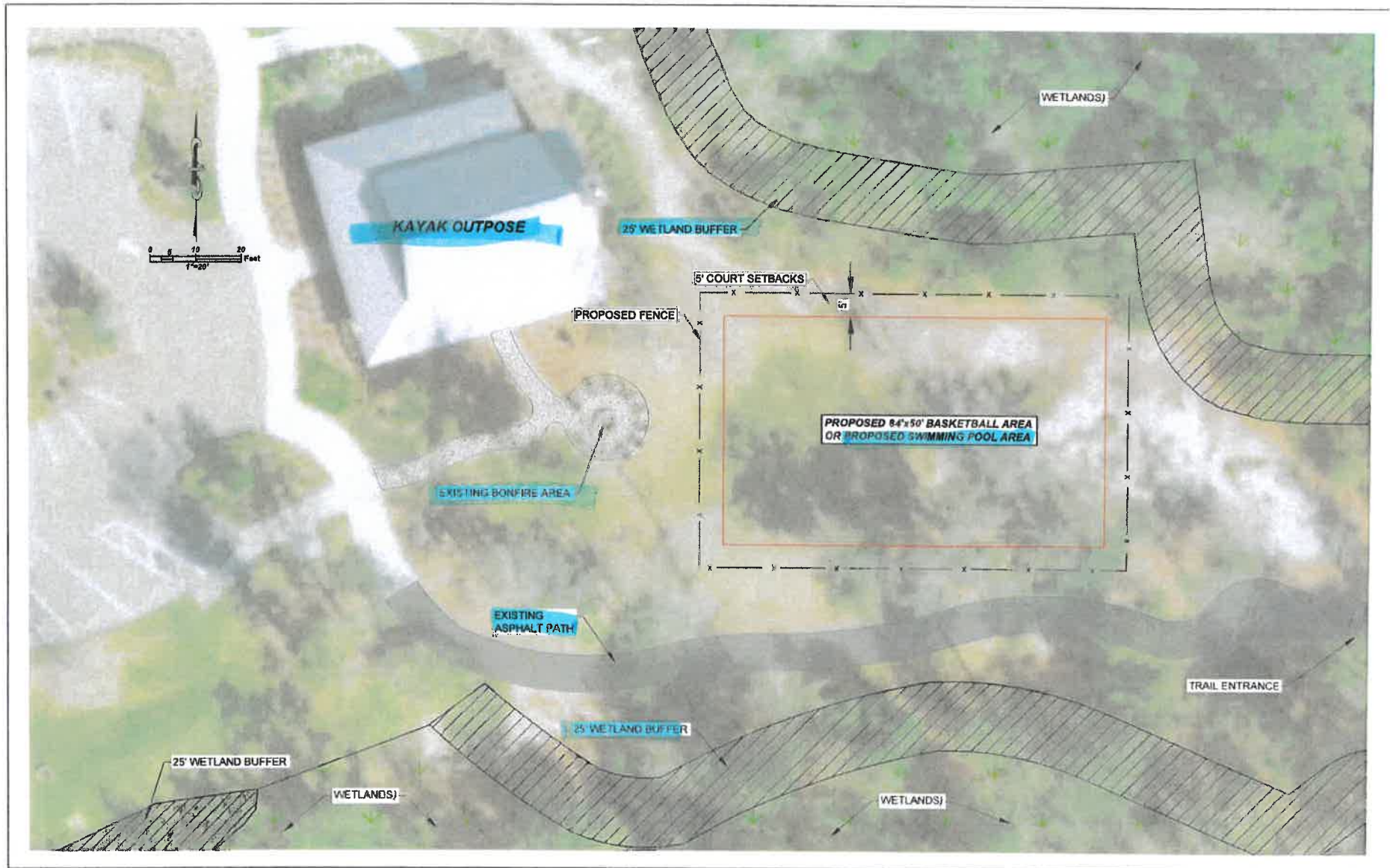
Estimate no.: 1101  
Estimate date: 02/16/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Clearing</b>	Remove roughly 25 small oaks Root rake and strip entire area	1	\$6,500.00	\$6,500.00
2.		<b>Fill Dirt</b>	10 loads of fill to level out area to prep for pool or new court.	10	\$325.00	\$3,250.00
<b>Total</b>						<b>\$9,750.00</b>

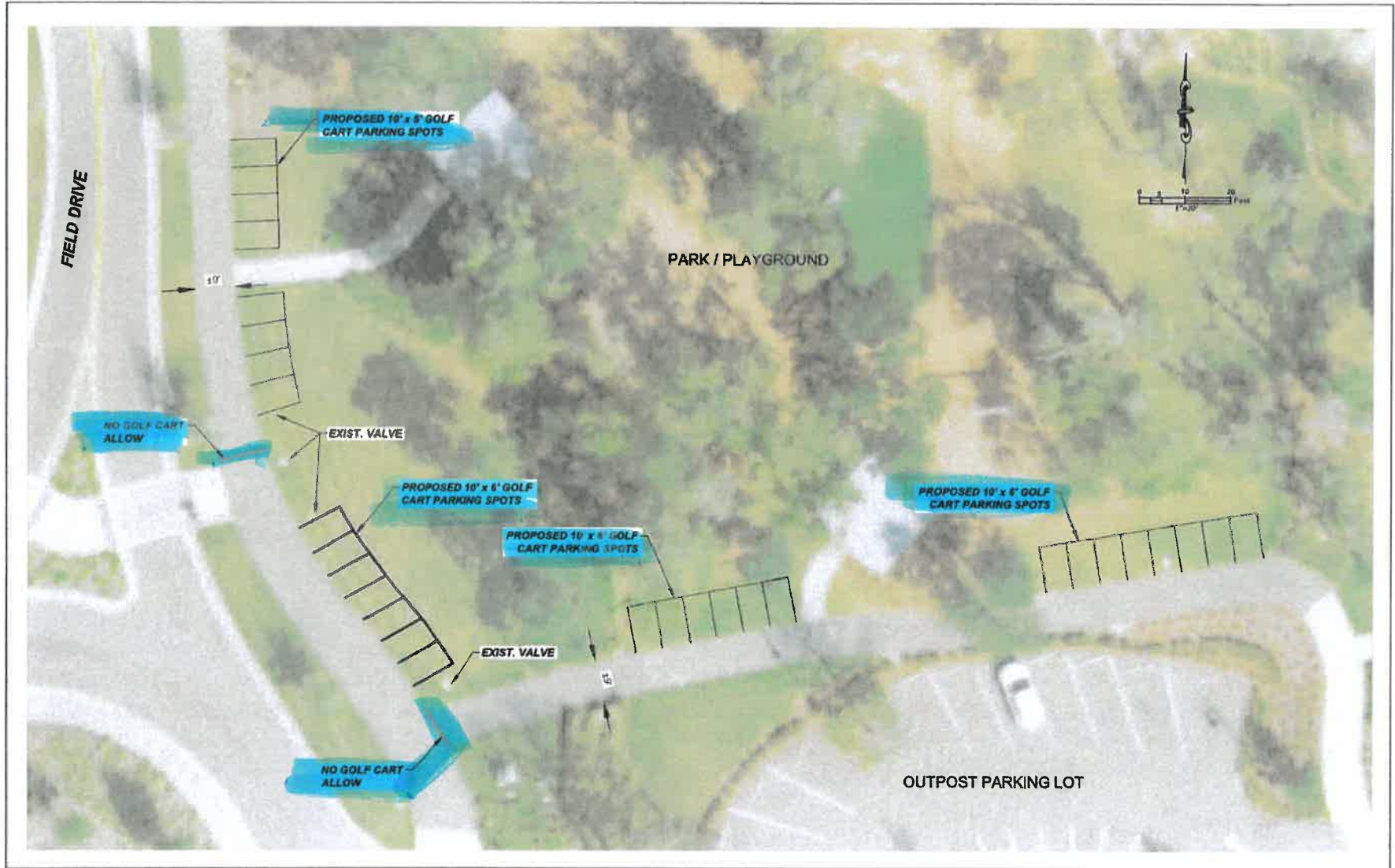
Accepted date

Accepted by

Provided by District Engineer



Provided by District Engineer



# HYDRA POOLS AND PAVERS

## Concrete Swimming Pool Installation Proposal

Lisc. # CPC1458924

Hydra Pools and Pavers (HPP) proposes to install the following pool  
The following is only a proposal and is subject to change.

Name Belynda Tharpe Phone 904-342-3739  
Address TCCCD Outpost Email \_\_\_\_\_  
City/Zip St Johns, Florida 32092

**Section I. Pool & Equipment Specifications**

1	Pool Model ( <del>Freedom</del> )	45x25
2	Pebble Finish	Aqua Cool
3	waterline, splashline, breakline tile	Style TBD
4	Plumbing	
5	Main Drain, skimmer, returns, plumbing	incl. waterproofing
6	Paver Coping & Deck	
7	safety pool alarm (2)	
8	Pool Equipment - Sand Filter, VS Pump, Chem Feeders	
9	Electrical to pool equipmet & connect	
10	Gravity Tank and Equipt Pack	
11	Pool school and start up	
12	4 pool Light and Transformers	
13	Permitting and Engineering	
<b>Base price Installation</b>		<b>\$ 350,826</b>

**Section II. Options**

1	<del>Stem Wall on lower end of pool deck</del>	\$ 9,360.00
2	<del>Fence Installation 6" aluminum</del>	\$ 12,350.00
3	<del>Fire Pits (3 locations in pool area)</del>	\$ 16,500.00
4	<del>Pool Heater</del>	\$ 7,500.00
5	Deck Jets	
6	<del>Sod/Landscape</del>	\$ 15,000.00
7	Gas Connections	TBD
8		
9		
10		
11		
12		
<b>Total</b>		<b>\$ 411,536</b>

**Section III. Construction Responsibilities**

- 1 Pool plans and permits provided by contractor
- 2 Pool stake out prior to excavation: contractor
- 3 Plat survey provided by Owner
- 4 Fence removal provided by Owner
- 5 Tree/Stump removal not included
- 6 Fence replaced after construction by owner
- 7 Normal excavation by contractor.  
normal excavation means no rock, water, trash unsuitable soil, or any other conditions that require debris removal from the excavation site. If any of these items are encountered, then it shall be the responsibility of the owner to pay for any additional charges that may be incurred during the removal of these or other items and conditions, as well as necessary backfill to correct the excavation for proper support of the pool shell.
- 8 Soil removed from excavation is to be placed on customer's site. Any soil removal and hauling will be done as a change order.
- 9 Removal of all construction debris by contractor
- 10 Septic tank location by Customer
- 11 Variances, if required by customer
- 12 220 Volt electrical service provided by customer
- 13 Rerouting any and all utilities including irrigation to be done by owner. Contractor not responsible for damage to underground utilities, landscaping, or irrigation.
- 14 Customer agrees to allow HPP to use photos of the of the project for marketing purposes in print and online

Customer acknowledges that all dirt excavated may not be suitable to use as backfill. Purchasing suitable backfill is the responsibility of the customer and will be approved in a change order. Price is \$650/load

Initials \_\_\_\_\_

If ground water is found during excavation, and a "de-watering" system is need then an additional cost may be incurred. This will be done as a change order after approval by the customer. Minimum price is \$2800

Initials \_\_\_\_\_

Additional rock may be needed due to unsuitable soils and will be billed as a change order at \$150 per ton

Initials \_\_\_\_\_

Owner understands that he must maintain pool and proper water chemistry after pool is installed.

Initials \_\_\_\_\_

Owner will replace any and all irrigation lines and/or Sod that **WILL** be damaged due to the construction of the pool

Initials \_\_\_\_\_

**Payment Schedule:**

Payment schedule is as follows:

- Customer shall pay 25% \$ \_\_\_\_\_ non refundable deposit to contractor upon execution of the agreement
- Customer shall pay 35% \$ \_\_\_\_\_ non refundable payment to contractor upon steel inspection
- Customer shall pay 25% \$ \_\_\_\_\_ non refundable payment upon completion of pool decking
- Customer shall pay 10% \$ \_\_\_\_\_ non refundable payment upon completion of plaster
- Customer shall pay 5% \$ \_\_\_\_\_ non refundable payment upon complete operations of the pool

\*\* We suggest keeping a 10% contingency fund on hand for unforeseen items.

Upon acceptance of this proposal and receipt of the nonrefundable deposits, Customer and Contractor shall enter into a contract to begin the construction process.

HPP will provide standard drawings required for permitting, properly set and stabilize pool within +/- 1 inch, supply all plumbing, pressure test, provide initial start up, and water balance for the above proposed price. Please sign, date, and provide the proper deposit upon approval of this proposal. By signing below, I agree that I fully understand the pricing, payment schedule. All items and scope of work have been discussed and agreed upon. If a larger crane is needed, additional cost may be incurred. The price provided in this proposal is good for 30 days. Final price will be determined upon the receipt of final engineered plans

\*\*\* Proposal exclusions

Dewatering the site for ground water - \$3500 up to 6 well points

Price includes electrical costs to connect equipment and run adequate power service to the pool equipment from house panel

Price does not include electrical service upgrade or panel upgrade (additional electrical costs may apply)

Backfill soil shall be imported if excavated material is not suitable for backfill

Gas/Propane lines, tanks, and gas connections to equipment (must be done by licensed gas contractor w/ permit)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nicholas McAbee  
Owner BR Jax (Db: Hydra Pools and Pavers)

\_\_\_\_\_  
Date

# HYDRA POOLS AND PAVERS

## Concrete Swimming Pool Installation Proposal

Lisc. # CPC1458924

Hydra Pools and Pavers (HPP) proposes to install the following pool  
The following is only a proposal and is subject to change.

Name Belynda Tharpe Phone 904-342-3739  
Address TCCCD Outpost Email \_\_\_\_\_  
City/Zip St Johns, Florida 32092

**Section I. Pool & Equipment Specifications**

1	Pool Model (Rectangular)	45x25
2	Pebble Finish	Aqua Cool
3	waterline, splashline, breakline tile	Style TBD
4	Plumbing	
5	Main Drain, skimmer, returns, plumbing	incl. waterproofing
6	Paver Coping & Deck	
7	safety pool alarm (2)	
8	Pool Equipment - Sand Filter, VS Pump, Chem Feeders	
9	Electrical to pool equipmet & connect	
10	Gravity Tank and Equipt Pack	
11	Pool school and start up	
12	4 pool Light and Transformers	
13	Permitting and Engineering	
<b>Base price Installation</b>		<b>\$ 352,089</b>

**Section II. Options**

1	Stem Wall on lower end of pool deck	\$ 9,360.00
2	Fence Installation 6' aluminum	\$ 12,350.00
3	Fire Pits (3 locations in pool area)	\$ 16,500.00
4	Pool Heater	\$ 7,500.00
5	Deck Jets	
6	Sod/Landscape	\$ 15,000.00
7	Gas Connections	TBD
8		
9		
10		
11		
12		
<b>Total</b>		<b>\$ 412,799</b>

**Section III. Construction Responsibilities**

- 1 Pool plans and permits provided by contractor
- 2 Pool stake out prior to excavation: contractor
- 3 Plat survey provided by Owner
- 4 Fence removal provided by Owner
- 5 Tree/Stump removal not included
- 6 Fence replaced after construction by owner
- 7 Normal excavation by contractor.  
normal excavation means no rock, water, trash unsuitable soil, or any other conditions that require debris removal from the excavation site. If any of these items are encountered, then it shall be the responsibility of the owner to pay for any additional charges that may be incurred during the removal of these or other items and conditions, as well as necessary backfill to correct the excavation for proper support of the pool shell.
- 8 Soil removed from excavation is to be placed on customer's site. Any soil removal and hauling will be done as a change order.
- 9 Removal of all construction debris by contractor
- 10 Septic tank location by Customer
- 11 Variances, if required by customer
- 12 220 Volt electrical service provided by customer
- 13 Rerouting any and all utilities including irrigation to be done by owner. Contractor not responsible for damage to underground utilities, landscaping, or irrigation.
- 14 Customer agrees to allow HPP to use photos of the of the project for marketing purposes in print and online

Customer acknowledges that all dirt excavated may not be suitable to use as backfill. Purchasing suitable backfill is the responsibility of the customer and will be approved in a change order. Price is \$650/load

Initials \_\_\_\_\_

If ground water is found during excavation, and a "de-watering" system is need then an additional cost may be incurred. This will be done as a change order after approval by the customer. Minimum price is \$2800

Initials \_\_\_\_\_

Additional rock may be needed due to unsuitable soils and will be billed as a change order at \$150 per ton

Initials \_\_\_\_\_

Owner understands that he must maintain pool and proper water chemistry after pool is installed.

Initials \_\_\_\_\_

Owner will replace any and all irrigation lines and/or Sod that **WILL** be damaged due to the construction of the pool

Initials \_\_\_\_\_

**Payment Schedule:**

Payment schedule is as follows:

- Customer shall pay 25% \$ \_\_\_\_\_ non refundable deposit to contractor upon execution of the agreement
- Customer shall pay 35% \$ \_\_\_\_\_ non refundable payment to contractor upon steel inspection
- Customer shall pay 25% \$ \_\_\_\_\_ non refundable payment upon completion of pool decking
- Customer shall pay 10% \$ \_\_\_\_\_ non refundable payment upon completion of plaster
- Customer shall pay 5% \$ \_\_\_\_\_ non refundable payment upon complete operations of the pool

**\*\* We suggest keeping a 10% contingency fund on hand for unforeseen items.**

Upon acceptance of this proposal and receipt of the nonrefundable deposits, Customer and Contractor shall enter into a contract to begin the construction process.

HPP will provide standard drawings required for permitting, properly set and stabilize pool within +/- 1 inch, supply all plumbing, pressure test, provide initial start up, and water balance for the above proposed price. Please sign, date, and provide the proper deposit upon approval of this proposal. By signing below, I agree that I fully understand the pricing, payment schedule. All items and scope of work have been discussed and agreed upon. If a larger crane is needed, additional cost may be incurred. The price provided in this proposal is good for 30 days. Final price will be determined upon the receipt of final engineered plans

\*\*\* Proposal exclusions

Dewatering the site for ground water - \$3500 up to 6 well points

Price includes electrical costs to connect equipment and run adequate power service to the pool equipment from house panel

Price does not include electrical service upgrade or panel upgrade (additional electrical costs may apply)

Backfill soil shall be imported if excavated material is not suitable for backfill

Gas/Propane lines, tanks, and gas connections to equipment (must be done by licensed gas contractor w/ permit)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nicholas McAbee  
Owner BR Jax (Dba: Hydra Pools and Pavers)

\_\_\_\_\_  
Date

# HYDRA POOLS AND PAVERS

## Concrete Swimming Pool Installation Proposal

Lisc. # CPC1458924

Hydra Pools and Pavers (HPP) proposes to install the following pool  
The following is only a proposal and is subject to change.

Name Belynda Tharpe Phone 904-342-3739  
Address TCCCD Outpost Email \_\_\_\_\_  
City/Zip St Johns, Florida 32092

**Section I. Pool & Equipment Specifications**

1	Pool Model (Rectangle)	45x25
2	Pebble Finish	Aqua Cool
3	waterline, splashline, breakline tile	Style TBD
4	Plumbing	
5	Main Drain, skimmer, returns, plumbing	incl. waterproofing
6	Paver Coping & Deck	
7	safety pool alarm (2)	
8	Pool Equipment - Sand Filter, VS Pump, Chem Feeders	
9	Electrical to pool equipmet & connect	
10	Gravity Tank and Equipt Pack	
11	Pool school and start up	
12	4 pool Light and Transformers	
13	Permitting and Engineering	
<b>Base price Installation</b>		<b>\$ 352,089</b>

**Section II. Options**

1	Stem Wall on lower end of pool deck	\$ 9,360.00
2	Fence Installation 6' aluminum	\$ 12,350.00
3	Fire Pits (2 locations in pool area)	\$ 11,000.00
4	Pool Heater	\$ 7,500.00
5	Deck Jets	
6	Sod/Landscape	\$ 15,000.00
7	Gas Connections	TBD
8	Inground 10' Spa in pool fence area Includes gas heater	\$ 69,865.00
<b>Total</b>		<b>\$ 477,164</b>

**Section III. Construction Responsibilities**

- 1 Pool plans and permits provided by contractor
- 2 Pool stake out prior to excavation: contractor
- 3 Plat survey provided by Owner
- 4 Fence removal provided by Owner
- 5 Tree/Stump removal not included
- 6 Fence replaced after construction by owner
- 7 Normal excavation by contractor.  
normal excavation means no rock, water, trash unsuitable soil, or any other conditions that require debris removal from the excavation site. If any of these items are encountered, then it shall be the responsibility of the owner to pay for any additional charges that may be incurred during the removal of these or other items and conditions, as well as necessary backfill to correct the excavation for proper support of the pool shell.
- 8 Soil removed from excavation is to be placed on customer's site. Any soil removal and hauling will be done as a change order.
- 9 Removal of all construction debris by contractor
- 10 Septic tank location by Customer
- 11 Variances, if required by customer
- 12 220 Volt electrical service provided by customer
- 13 Rerouting any and all utilities including irrigation to be done by owner. Contractor not responsible for damage to underground utilities, landscaping, or irrigation.
- 14 Customer agrees to allow HPP to use photos of the of the project for marketing purposes in print and online

Customer acknowledges that all dirt excavated may not be suitable to use as backfill. Purchasing suitable backfill is the responsibility of the customer and will be approved in a change order. Price is \$650/load

Initials \_\_\_\_\_

If ground water is found during excavation, and a "de-watering" system is need then an additional cost may be incurred. This will be done as a change order after approval by the customer. Minimum price is \$2800

Initials \_\_\_\_\_

Additional rock may be needed due to unsuitable soils and will be billed as a change order at \$150 per ton

Initials \_\_\_\_\_

Owner understands that he must maintain pool and proper water chemistry after pool is installed.

Initials \_\_\_\_\_

Owner will replace any and all irrigation lines and/or Sod that **WILL** be damaged due to the construction of the pool

Initials \_\_\_\_\_

**Payment Schedule:**

Payment schedule is as follows:

- Customer shall pay 25% \$ \_\_\_\_\_ non refundable deposit to contractor upon execution of the agreement
- Customer shall pay 35% \$ \_\_\_\_\_ non refundable payment to contractor upon steel inspection
- Customer shall pay 25% \$ \_\_\_\_\_ non refundable payment upon completion of pool decking
- Customer shall pay 10% \$ \_\_\_\_\_ non refundable payment upon completion of plaster
- Customer shall pay 5% \$ \_\_\_\_\_ non refundable payment upon complete operations of the pool

**\*\* We suggest keeping a 10% contingency fund on hand for unforeseen items.**

Upon acceptance of this proposal and receipt of the nonrefundable deposits, Customer and Contractor shall enter into a contract to begin the construction process.

HPP will provide standard drawings required for permitting, properly set and stabilize pool within +/- 1 inch, supply all plumbing, pressure test, provide initial start up, and water balance for the above proposed price. Please sign, date, and provide the proper deposit upon approval of this proposal. By signing below, I agree that I fully understand the pricing, payment schedule. All items and scope of work have been discussed and agreed upon. If a larger crane is needed, additional cost may be incurred. The price provided in this proposal is good for 30 days. Final price will be determined upon the receipt of final engineered plans

\*\*\* Proposal exclusions

Dewatering the site for ground water - \$3500 up to 6 well points

Price includes electrical costs to connect equipment and run adequate power service to the pool equipment from house panel

Price does not include electrical service upgrade or panel upgrade (additional electrical costs may apply)

Backfill soil shall be imported if excavated material is not suitable for backfill

Gas/Propane lines, tanks, and gas connections to equipment (must be done by licensed gas contractor w/ permit)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nicholas McAbee  
Owner BR Jax (Db: Hydra Pools and Pavers)

\_\_\_\_\_  
Date



Propose  
#2

December 5, 2025

Att: Belynda Tharpe  
Shearwater HOA  
100 Kayak Way  
St Augustine, FL. 32092

Please call 800-331-1723 or send email to [info@courtsurfacesfla.com](mailto:info@courtsurfacesfla.com) should you have any questions.

Following are the specifications and four prices to #1. Build one half-basketball court (50' x 60') new asphalt with one First Team Slam III Basketball Goal System, #2. Build one full basketball court (94' x 60') new asphalt with two First Team Slam III Basketball Goal Systems, #3. Build two asphalt (60' x 60') pickleball courts with fence and #4. Build four asphalt (120' x 60') pickleball courts with fence at Shearwater HOA, St Augustine, FL. This is quoted without site visit, locations for courts TBD. Quote includes the application of colored acrylic surfacing on the courts with white lines according to our specifications. Basketball goals, pickleball nets and posts. Colors TBD. We require room around site for equipment and water on site. Property should be cleared of any trees or brush and ready for base materials. **If accepted, there will need to be pre-construction meeting for locations of any courts built.**

**#1. Scope of Work**  
**New Build – One-Half Basketball Court – Asphalt**  
**(50' x 60') 3,000 sq ft**

1. **Mobilization to site**
2. **Locates** - All electrical and water to be clearly marked 48 hours before work commences. Water must be available on site.
3. **Grade Ground** - The site will be cleared by others and delivered at subgrade. **Area for new court in existing site (50' x 60') 3,000 sq ft DOES NOT INCLUDE ADDITIONAL FILL, IF REQUIRED.**
4. **Install 6" Base Course** - A base course of lime rock having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following a 1" in 10' slope.
5. **Laser grade and roll for compaction**
6. **Asphalt** - A one and one-half (1 ½) inch thick surface course of HMA hot-mix asphalt (Type III) shall be placed over the base course. *(The paved area will be several inches larger than finished asphalt dimensions so that all sides of the courts can be sawed to straight and square edges with an asphalt saw.)*
7. **Saw Cut** - Courts will be saw cut along perimeter to have clean cut edge.



- 8. **Equipment** - Install one First Team Slam III Adjustable Basketball Goal priced as Add-On below. *Our recommendation.*
- 9. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
- 10. **Pressure wash** new asphalt and flood.
- 11. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
- 12. **Patching** - Using outdoor court grade patch compounds:
  - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b) Cover and fill any rough areas of asphalt.
  - c) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d) Light sanding on edges to smooth down
- 13. **Leveling Course** - Apply two coats of sand - acrylic resurfacer mix over the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
- 14. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the court with a broad squeegee according to manufacturer's coverage rates.
- 15. **Finished colors** - Will be owner's choice of any two standard colors.
- 16. **Lines** - Paint one (1) half-set of regulation two-inch-wide white playing lines.
- 17. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**#1. Pricing**

The total price for the above outlined work is **\$39,300.00**, payable in three draws:

First Draw: Due upon acceptance	\$ 13,100.00
Second Draw: Due upon completion of asphalt	\$ 13,100.00
Final Draw: Due upon completion of job	\$ 13,100.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

For: \_\_\_\_\_ Bryan McMandon  
 Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*



**Add-On #1. – Basketball Goal - Provide and install One First Team Slam III Adjustable Basketball Goal System with pole pad. This will be installed direct in concrete base.**

**Add \$3,986.00 to above base bid Initial \_\_\_\_\_**

**#2. Scope of Work  
New Build – One Full Basketball Court – Asphalt  
(94' x 60') 5640 sq ft**

1. **Mobilization to site**
2. **Locates** - All electrical and water to be clearly marked 48 hours before work commences. Water must be available on site.
3. **Grade Ground** - The site will be cleared by others and delivered at subgrade
4. **Area for new court (94' x 60') 5640 sq ft** DOES NOT INCLUDE ADDITIONAL FILL, IF REQUIRED.
5. **Install 6" Base Course** - A base course of lime rock having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following a 1" in 10' slope.
6. **Laser grade and roll for compaction**
7. **Asphalt** - A one and one-half (1 ½) inch thick surface course of HMA hot-mix asphalt (Type III) shall be placed over the base course. *(The paved area will be several inches larger than finished asphalt dimensions so that all sides of the courts can be sawed to straight and square edges with an asphalt saw.)*
8. **Saw Cut** - Courts will be saw cut along perimeter to have clean cut edge.
9. **Equipment** - **Install two** First Team Slam III Adjustable Basketball Goal priced as Add-On below. *Our recommendation.*
10. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
11. **Pressure wash** new asphalt and flood.
12. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
13. **Patching** - Using outdoor court grade patch compounds:
  - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b. Cover and fill any rough areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. Light sanding on edges to smooth down
14. **Leveling Course** - Apply two coats of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.



- 15. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
- 16. **Finished colors** – Will be owner's choice of any two standard colors.
- 17. **Lines** - Paint one (1) full set of regulation two-inch-wide white playing lines.
- 18. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**#2. Pricing**

The total price for the above outlined work is **\$64,425.00**, payable in three draws:

First Draw: Due upon acceptance	\$ 21,475.00
Second Draw: Due upon completion of asphalt	\$ 21,475.00
Final Draw: Due upon completion of job	\$ 21,475.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

\_\_\_\_\_  
For: Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*

**Add-On #2. – Basketball Goals** - Provide and install **Two First Team Slam III Adjustable Basketball Goal Systems with pole pad. This will be installed direct in concrete base.**

**Add \$7,573.00 to above base bid Initial** \_\_\_\_\_



**#3. Scope of Work**  
**New Build – Two Pickleball Courts – Asphalt**  
**(60' x 60') 3,600 sq ft**

1. **Mobilization to site**
2. **Locates** - All electrical and water to be clearly marked 48 hours before work commences. Water must be available on site.
3. **Grade Ground** - The site will be cleared by others and delivered at subgrade
4. **Area for new court (60' x 60') 3,600 sq ft** DOES NOT INCLUDE ADDITIONAL FILL, IF REQUIRED.
5. **Install 6" Base Course** - A base course of lime rock having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following a 1" in 10' slope.
6. **Laser grade and roll for compaction**
7. **Asphalt** - A one and one-half (1 ½) inch thick surface course of hot-mix asphalt (Type III) shall be placed over the base course. *(The paved area will be several inches larger than finished asphalt dimensions so that all sides of the courts can be sawed to straight and square edges with an asphalt saw.)*
8. **Saw Cut** - Courts will be saw cut along perimeter to have clean cut edge.
9. **8' black fence perimeter of courts with one 4' x 7' gate.**
10. **Price** DOES NOT INCLUDE ADDITIONAL FILL IF REQUIRED.
11. **Equipment Standard** – Provide and install two (2) pickleball nets, two (2) sets of pickleball net posts in sleeves.
12. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
13. **Pressure wash** new asphalt and flood.
14. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
15. **Bird baths** - Apply outdoor court grade patching materials to all patch areas to bring each area flush with surrounding asphalt.
16. **Patching** - Using outdoor court grade patch compounds:
  - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b. Cover and fill any rough areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. Light sanding on edges to smooth down.
17. **Leveling Course** - Apply two coats of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
18. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.



- 19. **Finished colors** – Two colors will be owner's choice of any manufacturer's standard colors.
- 20. **Lines** - Paint two (2) sets of regulation two-inch-wide white playing lines for pickleball.
- 21. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**#3. Pricing**

The total price for the above outlined work is **\$64,050.00**, payable in three draws:

First Draw: Due upon acceptance	\$ 21,350.00
Second Draw: Due upon completion of asphalt	\$ 21,350.00
Final Draw: Due upon completion of job	\$ 21,350.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

\_\_\_\_\_  
For: Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*



**#4. Scope of Work**  
**New build – Four Pickleball Courts– Asphalt**  
**(120' x 60') 7,200 sq ft**

1. **Mobilization to site**
2. **Locates** - All electrical and water to be clearly marked 48 hours before work commences. Water must be available on site.
3. **Grade Ground** - The site will be cleared by others and delivered at subgrade
4. **Area for new court (120' x 60') 7,200 sq ft** DOES NOT INCLUDE ADDITIONAL FILL, IF REQUIRED.
5. **Install 6" Base Course** - A base course of lime rock having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following a 1" in 10' slope.
6. **Laser grade and roll for compaction**
7. **Asphalt** - A one and one-half (1 ½) inch thick surface course of HMA hot-mix asphalt (Type III) shall be placed over the base course. *(The paved area will be several inches larger than finished asphalt dimensions so that all sides of the courts can be sawed to straight and square edges with an asphalt saw.)*
8. **Saw Cut** - Courts will be saw cut along perimeter to have clean cut edge.
9. **8' black fence perimeter of courts with two 4' x 7' gates.**
10. **Equipment** – Four (4) pickleball nets, four sets of net posts.
11. **Dig and set net posts sleeves in concrete.**
12. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
13. **Pressure wash** new asphalt and flood.
14. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
15. **Bird baths** - Apply outdoor court grade patching materials to all patch areas to bring each area flush with surrounding asphalt.
16. **Patching** - Using outdoor court grade patch compounds:
  - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b. Cover and fill any rough areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. Light sanding on edges to smooth down.
17. **Leveling Course** - Apply two coats of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
18. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.



- 19. **Finished colors** – Two colors will be owner's choice of any manufacturer's colors.
- 20. **Lines** - Paint four (4) sets of regulation two-inch-wide white playing lines.
- 21. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**#4. Pricing**

The total price for the above outlined work is **\$104,400.00**, payable in three draws:

First Draw: Due upon acceptance	\$ 34,800.00
Second Draw: Due upon completion of Asphalt	\$ 34,800.00
Final Draw: Due upon completion of job	\$ 34,800.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: Court Surfaces

For: \_\_\_\_\_  
Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*



### **Terms and Conditions**

**Scope of Work.** The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

**Damages/Delays.** Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

**Permitting.** Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

**Warranty.** All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

**Exception to warranty.** Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

**Payment.** Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:  
30 days after Completion date OF 2.5% applied to bill balance  
60 days after Completion date OF 5% applied to bill balance  
90 Days after Completion date OF 7% applied to bill balance  
120 days after Completion date OF 10% applied to bill balance  
At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

**Failure to pay on time will result in the forfeiture of Warranty.**



**Work Site.** *Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.*

**Irrigation.** *Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.*

**Weather.** *Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.*

**Landscaping.** *All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.*

**Cancellation.** *Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.*

**Entrance/Exit.** *Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.*

**Change Orders.** *All Change Orders will be discussed by all parties and signed upon before changes can be made.*

**Digging and Setting Sleeves.** *Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.*

**Remobilization.** *Our remobilization fee is \$1,500.00.*

Proposal  
#1



DATE: November 10, 2025

Bill To: Same as Project Location  
ATTN: Belynda Tharpe  
Ph#: 904-342-3739  
Email: belynda.tharpe@fsresidential.com

Project Estimated By: Tyler Holland  
Address: 4221 Southpoint Blvd  
Jacksonville, FL. 32216  
Ph. #: 904-718-2625  
Email: tyler.holland@prosealedasphalt.com

RE: Shearwater, 100 Kayak Way, St. Augustine, FL 32092- (Resurface 1 court with 4 pickleball courts striped on it.)

Pro Sealed Asphalt, Inc. proposes to resurface the pickleball courts per the following specifications:

- Core drill 4 sets of holes to set pickleball posts in concrete.
- Clean surface of all dirt, debris, and loose material.
- Flood the courts and patch areas holding water to 1/16" tolerance after draining according to the USTA guidelines. (If required)
- Run patch mix into any cracking or major pits that have occurred on the courts.
- Machine sand the entire courts to remove minor irregularities in the asphalt and remove some of the high aggregate. (If required-the whole court may not require sanding and will be assessed at the start of the project).
- Squeegee two coats of Acrytech or Plexipave Resurfacer over the court.
- Squeegee two coats of Acrytech or Plexipave sand-filled paint (owner's choice of color) over the playing surface.
- Stripe the courts for pickleball, with white lines.
- Supply and install 4 sets of posts and 4 nets for pickleball.

**\*\*PLEASE NOTE THAT SUPPLY PRICES WILL NEED TO BE SET FOR 14 OR 28 DAYS PRIOR TO BEGINNING MULTIPLE COURTS\*\***

**Pro Sealed Asphalt, Inc. proposes to do the following for the price of \$3,875.00**

**\*This price is subject to change after the court is flooded\***

**\*\*PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.\*\***

**\*\* 50% Deposit-BALANCE DUE UPON COMPLETION. 100% OF BALANCE MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED FURTHER IN THE CONTRACT. \*\***

**PLEASE NOTE THAT FAILURE TO PAY ON TIME WILL RESULT IN THE FORFEITURE OF WARRANTY.**

**Please note that pricing and BID scope of work subject to management and/or ownership approval and review of plans/BID documents PRIOR to contract and BID pricing being approved.**

**\*\*PLEASE ALLOW (4-6) WEEKS AFTER DEPOSIT PAYMENT FOR SCHEDULING. COULD BE LONGER BASED ON WEATHER AND PREVIOUSLY SCHEDULED PROJECTS. \*\***

**\*\*2.5% Finance Fee Added to Invoices not Paid by the 15<sup>th</sup> Day After Completion\*\***

Job is priced to be completed in approx. 5 mobilizations (could be more on less depending on weather, material availability, etc). \$2,500.00 mobilization fee applied to each additional mobilization. This fee applies as well if PSA comes out on agreed upon start date and we are unable to begin. Down-time due to customer responsibility will be an additional fee. This pricing only includes weekday, daytime work. Weekend and night work will incur an additional fee. Fee to be determined at time of request. Work is always completed weather permitting.

**\*\*Court gates will need to remain locked, and not used during resurfacing and drying time. PSA is not responsible for damage as are result of persons breaking through barricades or entering the courts without permission.\*\***

**ADDITIONAL OPTIONS:**

- \_\_\_\_\_ Supply and install new outdoor (in-ground) gooseneck basketball hoop systems-\$3,500.00 each
- \_\_\_\_\_ Supply and install new tennis or pickleball net-\$250.00 each
- \_\_\_\_\_ Supply and install new set of tennis or pickleball posts-\$385 per set (add \$3,000 to core drill holes to set sleeves in concrete)

**WARRANTY:**

**Pro Sealed Asphalt, Inc.** guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return. Squeegee lines will also be present after resurfacing but will fade over time. This cannot be prevented due to industry standard application of material to the court. Temperature must be above 50°F both during application and for a period of at least 24 hours after application. PSA will not warranty against product failure as a result of application in less than ideal conditions. If nails were placed in the court by previous contractor and created rust spots in the courts surface. PSA will recover these areas but cannot guarantee they will not show through newly painted surface. PSA is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, inc.

**Exception to Warranty:** Any of the cracks in existing courts surface and/or any new cracks may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Since Pro Sealed Asphalt was not the original contractor to pave/resurface court we are not responsible for peeling/cracking of paint due to incompatible or previously used non-professional grade material. We will also not warranty against paint/material peeling as a result of a moisture barrier not being applied during pouring of new concrete material. PSA also not responsible for unraveling of mesh material applied on court. This can happen for many reasons and does not constitute a defect in material or workmanship. Appropriate tennis shoes are to be used during court play and no bikes, roller blades, skateboards etc. are to be used on the court. Doing this will void the warranty as well.

Please initial here for understanding of warranty: \_\_\_\_\_

**Terms & Conditions:**

- 1.) This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether written or oral, concerning the subject matter of this Agreement. It will supersede any other contract or subcontract to which this proposal is attached. Any previous agreements or understandings between the parties are hereby rendered null and void.
- 2.) The Contractor agrees not to disclose any confidential information obtained during the course of this agreement, including but not limited to proposals, contract amounts, terms and conditions, pricing structures, project specifications, and any other proprietary information related to this agreement.
- 3.) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 4.) Pro Sealed Asphalt (PSA) requires access to water hose bibs for filling the roller and other equipment necessary for base preparation while on-site. It is the client's responsibility to ensure that water access is available to us during the project. If water access is not provided and PSA is required to employ a water truck or transport water to the site, this will result in a change order and an additional fee, which will be charged to the client.
- 5.) It is recommended that the owner should spray insects and vegetation on or around courts (2) weeks prior to work



DATE: November 10, 2025

Bill To: Same as Project Location  
ATTN: Belynda Tharpe  
Ph#: 904-342-3739  
Email: belynda.tharpe@fsresidential.com

Project Estimated By: Tyler Holland  
Address: 4221 Southpoint Blvd  
Jacksonville, FL. 32216  
Ph. #: 904-718-2625  
Email: tyler.holland@prosealedasphalt.com

RE: Shearwater, 100 Kayak Way, St. Augustine, FL 32092- (Resurface 1 basketball court.)

Pro Sealed Asphalt, Inc. proposes to resurface the basketball court per the following specifications:

- Clean surface of all dirt, debris, and loose material.
- Flood the courts and patch areas holding water to 1/16" tolerance after draining according to the USTA guidelines. (If required)
- Run patch mix into any cracking or major pits that have occurred on the courts.
- Machine sand the entire courts to remove minor irregularities in the asphalt and remove some of the high aggregate. (If required-the whole court may not require sanding and will be assessed at the start of the project).
- Squeegee two coats of Acrytech or Plexipave Resurfacer over the court.
- Squeegee two coats of Acrytech or Plexipave sand-filled paint (owner's choice of color) over the playing surface.
- Stripe the courts for basketball, with white lines.

**\*\*PLEASE NOTE THAT SEVERAL PATCHES WILL NEED TO BE DONE FOR 14-20 DAYS PRIOR TO RESURFACING\*\*** **DELETE IF EXISTING COURT**

**Pro Sealed Asphalt, Inc. proposes to do the following for the price of \$22,000.00**

**\*This price is subject to change after the court is flooded\***

**\*\*PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.\*\***

**\*\* 50% Deposit-BALANCE DUE UPON COMPLETION. 100% OF BALANCE MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED FURTHER IN THE CONTRACT. \*\***

**PLEASE NOTE THAT FAILURE TO PAY ON TIME WILL RESULT IN THE FORFEITURE OF WARRANTY.**

**Please note that pricing and BID scope of work subject to management and/or ownership approval and review of plans/BID documents PRIOR to contract and BID pricing being approved.**

**\*\*PLEASE ALLOW (4-6) WEEKS AFTER DEPOSIT PAYMENT FOR SCHEDULING. COULD BE LONGER BASED ON WEATHER AND PREVIOUSLY SCHEDULED PROJECTS.\*\***

**WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER/CLIENT HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 4221 Southpoint Blvd, Jacksonville, FL 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

**COLOR SELECTION (UP TO 2 INCLUDED):** \_\_\_\_\_

Accepted by: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Pro Sealed Asphalt, Inc.

for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal

18.) Quote assumes digging and setting of sleeves or posts will be in normal tennis spec asphalt/limerock or that posts can be lifted and replaced on court. There will be an additional charge if we have to dig through multiple layers of asphalt, rebar, concrete, or any other material that requires more time and equipment.

1. STOP WORK FOR NON-PAYMENT:

a. If the Owner fails to make any payment due under this Agreement within the time specified, or otherwise breaches the agreed payment schedule, Contractor (Pro Sealed Asphalt, hereinafter "PSA") may, upon providing the Owner with written notice of such default and a seven (7) calendar day opportunity to cure, immediately suspend all work until payment is received in full.

b. Suspension of work under this provision shall not constitute a breach of contract by PSA, and PSA shall be entitled to:

c. Full Payment for Work Performed - Payment for all work performed and materials furnished up to the date of suspension, including stored materials, mobilization, demobilization, and any other costs incurred;

d. Extension of Time - An equitable extension of the project schedule to account for the period of suspension, plus reasonable remobilization time;

e. Interest and Collection Costs - Interest on unpaid amounts at the maximum rate allowed under Florida law (currently 18% per annum unless otherwise specified), plus reasonable attorney's fees and costs of collection; and

f. Termination for Cause - If payment is not made within the cure period, PSA may, upon an additional three (3) calendar days' written notice, terminate this Agreement for cause, cease all performance, remove its equipment and materials, and pursue all remedies available at law or in equity, including but not limited to lien rights under Chapter 713, Florida Statutes.

g. Owner acknowledges that PSA has the right to record a Claim of Lien against the property for any unpaid balance, in accordance with Florida's Construction Lien Law, and that suspension of work due to non-payment shall not be considered a delay caused by PSA.

**CONDITION OF SALE:**

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

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller 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 action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse **Pro Sealed Asphalt, Inc.** the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
- 5) Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.
- 6) Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal/patching of asphalt/concrete areas.
- 7) If there is a work order change at any time during this project a work order change sheet will be submitted for signature and approval. Once accepted payment for new change order is due prior to commencement of new work.
- 8) Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA's work schedule.

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 and 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 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in **Pro Sealed Asphalt, Inc.** 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 coverage at additional cost.

commencement. All landscaping work is the responsibility of the customer. We will do our best to minimize any damage to surrounding areas landscaping, grass, plants, hedges, etc., they still may be damaged during the completion of your project. PSA is not responsible for this damage and will not be responsible for adding landscaping around new construction.

- 6.) Concrete surfaces should have a medium broom finish or similar roughened texture as well as a moisture barrier applied before pouring.
- 7.) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 8.) Owner to provide suitable access for equipment, water, and electric as required. We will not be able to begin without suitable water access from a spigot or other source as provided by owner.
- 9.) Please note that scheduling and completion are all weather and schedule permitting. We do not work the typical 9:00AM – 5:00 PM schedule. Please set this expectation in advance. Scheduling can change based on weather delays and delays in other scheduling. This will all be communicated to you in advance. Please allow at least 4-6 weeks from deposit payment for scheduling. Could be longer depending on weather and previously scheduled projects. Please note that aggregate and material shortages, along with delayed shipping times will affect scheduling as well. No deposit refunds or contract cancellation fees will be waived because of this as these are situations out of PSA's control.
- 10.) Should owner request additional material applied, or other work performed to the surface of court which is not outlined above it will be at an additional cost to the owner.
- 11.) Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the customer to ensure that all these areas are surveyed and clearly marked prior to commencement of work. Please note that PSA is also not responsible for damage to wiring/utilities that are damaged because of it not being completed to code or per industry standard. Any damages to any underground equipment will be the responsibility of the owner.
- 12.) When removing tree roots in any area, Pro Sealed Asphalt Inc is not liable if a tree dies or if roots grow back in any manner that will damage the asphalt and/or concrete curb and gutter. PSA Inc will not be liable for a tree falling over due to tree root removal. It is our recommendation that the tree be removed completely by a professional tree removal company to avoid any tree or root issues in the future.
- 13.) Down time due to customer responsibilities will be an additional charge of \$125 per half hour and \$250 per full hour. The area is to be cleared and closed prior to work commencing, if items/people not moved once PSA is on site an additional mobilization fee will be applied. If PSA must come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/people still on the court once PSA is on site a mobilization fee will be applied.
- 14.) Permitting, Testing, Surveys, Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees because of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager. If the city or authorized authority directs us to stop working because of needed permits, PSA will charge a mobilization fee, plus the cost of any wasted material and additional costs to remobilize. If contracted party refuses to pay, this will release PSA from all liability of completing project and full/final payment of contract will be due at that time.
- 15.) Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of PSA and will result in additional charges if further repairs are necessary because of the damage. We are also not responsible for loss of material left at the court during completion. If material is spilt or vandalized it will be the responsibility of the customer to purchase more for their court. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism, etc.
- 16.) Irrigation systems will need to be turned off for the job duration. Direct irrigation will cause damage to surfacing and is not recommended. We will not warranty against this.
- 17.) This proposal assumes that concrete, asphalt, or other material ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalk or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of \$200 per S.F. to repair but we have no obligation to contract or perform such repairs. PSA, Inc. is not responsible for damage to construction entrance or exits. We are also not responsible

**\*\*2.5% Finance Fee Added to Invoices not Paid by the 15<sup>th</sup> Day After Completion\*\***

Job is priced to be completed in approx. 5 mobilizations (could be more on less depending on weather, material availability, etc). \$2,500.00 mobilization fee applied to each additional mobilization. This fee applies as well if PSA comes out on agreed upon start date and we are unable to begin. Down-time due to customer responsibility will be an additional fee. This pricing only includes weekday, daytime work. Weekend and night work will incur an additional fee. Fee to be determined at time of request. Work is always completed weather permitting.

**\*\*Court gates will need to remain locked, and not used during resurfacing and drying time. PSA is not responsible for damage as are result of persons breaking through barricades or entering the courts without permission.\*\***

**ADDITIONAL OPTIONS:**

- \_\_\_\_\_ Supply and install new outdoor (in-ground) gooseneck basketball hoop systems-\$3,500.00 each
- \_\_\_\_\_ Supply and install new tennis or pickleball net-\$250.00 each
- \_\_\_\_\_ Supply and install new set of tennis or pickleball posts-\$385 per set

**WARRANTY:**

**Pro Sealed Asphalt, Inc.** guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return. Squeegee lines will also be present after resurfacing but will fade over time. This cannot be prevented due to industry standard application of material to the court. Temperature must be above 50°F both during application and for a period of at least 24 hours after application. PSA will not warranty against product failure as a result of application in less than ideal conditions. If nails were placed in the court by previous contractor and created rust spots in the courts surface. PSA will recover these areas but cannot guarantee they will not show through newly painted surface. PSA is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, inc.

**Exception to Warranty:** Any of the cracks in existing courts surface and/or any new cracks may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Since Pro Sealed Asphalt was not the original contractor to pave/resurface court we are not responsible for peeling/cracking of paint due to incompatible or previously used non-professional grade material. We will also not warranty against paint/material peeling as a result of a moisture barrier not being applied during pouring of new concrete material. PSA also not responsible for unraveling of mesh material applied on court. This can happen for many reasons and does not constitute a defect in material or workmanship. Appropriate tennis shoes are to be used during court play and no bikes, roller blades, skateboards etc. are to be used on the court. Doing this will void the warranty as well.

Please initial here for understanding of warranty: \_\_\_\_\_

**Terms & Conditions:**

- 1.) This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether written or oral, concerning the subject matter of this Agreement. It will supersede any other contract or subcontract to which this proposal is attached. Any previous agreements or understandings between the parties are hereby rendered null and void.
- 2.) The Contractor agrees not to disclose any confidential information obtained during the course of this agreement, including but not limited to proposals, contract amounts, terms and conditions, pricing structures, project specifications, and any other proprietary information related to this agreement.
- 3.) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 4.) Pro Sealed Asphalt (PSA) requires access to water hose bibs for filling the roller and other equipment necessary for base preparation while on-site. It is the client's responsibility to ensure that water access is available to us during the project. If water access is not provided and PSA is required to employ a water truck or transport water to the site, this will result in a change order and an additional fee, which will be charged to the client.
- 5.) It is recommended that the owner should spray insects and vegetation on or around courts (2) weeks prior to work commencement. All landscaping work is the responsibility of the customer. We will do our best to minimize any damage to surrounding areas landscaping, grass, plants, hedges, etc., they still may be damaged during the completion of your project. PSA is not responsible for this damage and will not be responsible for adding landscaping around new construction.
- 6.) Concrete surfaces should have a medium broom finish or similar roughened texture as well as a moisture barrier applied

before pouring.

- 7.) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 8.) Owner to provide suitable access for equipment, water, and electric as required. We will not be able to begin without suitable water access from a spigot or other source as provided by owner.
- 9.) Please note that scheduling and completion are all weather and schedule permitting. We do not work the typical 9:00AM – 5:00 PM schedule. Please set this expectation in advance. Scheduling can change based on weather delays and delays in other scheduling. This will all be communicated to you in advance. Please allow at least 4-6 weeks from deposit payment for scheduling. Could be longer depending on weather and previously scheduled projects. Please note that aggregate and material shortages, along with delayed shipping times will affect scheduling as well. No deposit refunds or contract cancellation fees will be waived because of this as these are situations out of PSA's control.
- 10.) Should owner request additional material applied, or other work performed to the surface of court which is not outlined above it will be at an additional cost to the owner.
- 11.) Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the customer to ensure that all these areas are surveyed and clearly marked prior to commencement of work. Please note that PSA is also not responsible for damage to wiring/utilities that are damaged because of it not being completed to code or per industry standard. Any damages to any underground equipment will be the responsibility of the owner.
- 12.) When removing tree roots in any area, Pro Sealed Asphalt Inc is not liable if a tree dies or if roots grow back in any manner that will damage the asphalt and/or concrete curb and gutter. PSA Inc will not be liable for a tree falling over due to tree root removal. It is our recommendation that the tree be removed completely by a professional tree removal company to avoid any tree or root issues in the future.
- 13.) Down time due to customer responsibilities will be an additional charge of \$125 per half hour and \$250 per full hour. The area is to be cleared and closed prior to work commencing, if items/people not moved once PSA is on site an additional mobilization fee will be applied. If PSA must come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/people still on the court once PSA is on site a mobilization fee will be applied.
- 14.) Permitting, Testing, Surveys, Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees because of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager. If the city or authorized authority directs us to stop working because of needed permits, PSA will charge a mobilization fee, plus the cost of any wasted material and additional costs to remobilize. If contracted party refuses to pay, this will release PSA from all liability of completing project and full/final payment of contract will be due at that time.
- 15.) Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of PSA and will result in additional charges if further repairs are necessary because of the damage. We are also not responsible for loss of material left at the court during completion. If material is spilt or vandalized it will be the responsibility of the customer to purchase more for their court. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism, etc.
- 16.) Irrigation systems will need to be turned off for the job duration. Direct irrigation will cause damage to surfacing and is not recommended. We will not warranty against this.
- 17.) This proposal assumes that concrete, asphalt, or other material ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalk or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of \$200 per S.F. to repair but we have no obligation to contract or perform such repairs. PSA, Inc. is not responsible for damage to construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal
- 18.) Quote assumes digging and setting of sleeves or posts will be in normal tennis spec asphalt/limerock or that posts can be

lifted and replaced on court. There will be an additional charge if we have to dig through multiple layers of asphalt, rebar, concrete, or any other material that requires more time and equipment.

1. STOP WORK FOR NON-PAYMENT:

- a. If the Owner fails to make any payment due under this Agreement within the time specified, or otherwise breaches the agreed payment schedule, Contractor (Pro Sealed Asphalt, hereinafter "PSA") may, upon providing the Owner with written notice of such default and a seven (7) calendar day opportunity to cure, immediately suspend all work until payment is received in full.
- b. Suspension of work under this provision shall not constitute a breach of contract by PSA, and PSA shall be entitled to:
- c. Full Payment for Work Performed - Payment for all work performed and materials furnished up to the date of suspension, including stored materials, mobilization, demobilization, and any other costs incurred;
- d. Extension of Time - An equitable extension of the project schedule to account for the period of suspension, plus reasonable remobilization time;
- e. Interest and Collection Costs - Interest on unpaid amounts at the maximum rate allowed under Florida law (currently 18% per annum unless otherwise specified), plus reasonable attorney's fees and costs of collection; and
- f. Termination for Cause - If payment is not made within the cure period, PSA may, upon an additional three (3) calendar days' written notice, terminate this Agreement for cause, cease all performance, remove its equipment and materials, and pursue all remedies available at law or in equity, including but not limited to lien rights under Chapter 713, Florida Statutes.
- g. Owner acknowledges that PSA has the right to record a Claim of Lien against the property for any unpaid balance, in accordance with Florida's Construction Lien Law, and that suspension of work due to non-payment shall not be considered a delay caused by PSA.

**CONDITION OF SALE:**

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

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller 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 action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Pro Sealed Asphalt, Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
- 5) Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.
- 6) Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal/patching of asphalt/concrete areas.
- 7) If there is a work order change at any time during this project a work order change sheet will be submitted for signature and approval. Once accepted payment for new change order is due prior to commencement of new work.
- 8) Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA's work schedule.

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 and 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 1½% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Polk 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 coverage at additional cost.

**WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER/CLIENT HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 4221 Southpoint Blvd, Jacksonville, FL 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

**COLOR SELECTION (UP TO 2 INCLUDED):** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Pro Sealed Asphalt, Inc.**



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**General Contractor/Owner:**  
Same as Project Location

**Project Location:**  
Shearwater  
100 Kayak Way  
St. Augustine, FL 32092

**Point of Contact:**  
Belynda Tharpe  
Email: belynda.tharpe@fsresidential.com  
Phone: 904-342-3739  
Date: November 10, 2025

**Project Estimated By:**  
Tyler Holland / Project Manager  
tyler.holland@prosealedasphalt.com  
Phone: 904-718-2625

**2" New Install- HD 9.5 Asphalt (800 SY) Quad Pickleball Court Approx 60x120**

**\*\*NO BASE WORK IS INCLUDED\*\***

**- Tack Coat & Install +/- 7,200 SF (800 SY)**

**Project is proposed to be completed in (1) Mobilization; Job calls for approximately (90) tons of asphalt.**

**Project is proposed to be completed in (1) day.**

**Asphalt Paving (Overlay)-**

1. Apply RS-1H trackless tack coat to base material prior to asphalt install. Base Install (Subgrade and Final Grade) to be installed by others. No base work is included in this proposal. Please note that each lift is BID to be performed in succession with one another. If asked to perform in separate mobilizations an additional mobilization fee will apply per mobilization.
2. Install and compact SP-9.5 surface course at approx. 2" depth before compaction (approximately 800 square yards: 90 tons) with paving machine.

**Bid Total \$25,881.00**

**\*\*Asphalt Install is priced for 1-day mobilization cost. Additional Mobilizations will be billed at \$7,000.00 per mobilization. This project will require approximately 90 tons of asphalt. Any additional material required due to settling of sub-base, leveling, or increased Scope of Work, will be billed at \$200.00 per ton. This project calls for up to 2 trucks delivering asphalt material on a rotation for 1 day. Additional trucking requirements due to additional material as stated above, will be billed at \$900.00 per truck.\*\***

Note: Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. It is the responsibility of the owner or contractor to apply and obtain these. PSA is not responsible for providing a QC representative or company. This will be the responsibility PSA is not responsible for any required traffic control (MOT) or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (limerock, crush crete, asphalt millings, dirt etc.) Asphalt takes 20-30 days to fully cure. The customer may see some light peeling during this time.

**Authorization to Proceed**

**Payment Terms:**

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Payment terms are as follows: (PLUS ANY ADD ONS) 50% of Contract Amount TO BE PAID one (1) week prior to first mobilization or scheduling. 25% OF BALANCE DUE AT FIRST MOBILIZATION, REMAINING 25% due immediately after paving is complete: If balance exceeds 15 days past completion a 2.5% finance fee will apply to final payment invoice. **Payments over 15 days are subject to late fees outlined below:**

- 30 days after completion date- 5% Fee applied to bill balance
- 60 days after completion date- 7% applied to bill balance
- 90 days after completion date- 10% applied to bill balance

**\*\*AT 90 DAYS LIENS WILL BE PLACED ON SAID PROPERTY AND WILL NOT BE RELEASED UNTIL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED. \*\***

Terms: Invoices not paid in full when due will be subject to surcharge of 1.5% per month (18% per annum). If the account is delinquent and sent to an attorney or agency for collection, the customer shall be liable for all costs of collection; including, but not limited to reasonable attorney fees or collection agency fees. **PLEASE NOTE THAT FAILURE TO PAY ON TIME WILL RESULT IN THE FORFEITURE OF WARRANTY.**

**100% OF CONTRACT AMOUNT AND ANY CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED ABOVE.**

If there is a change order at any point during this contract, a change order form will be submitted for approval and signature. Once executed, payment for the specified change order will be due to PSA, Inc. prior to commencement of work outlined in the change order.

**Should the customer cancel or reschedule this project before work has started, within 24 hours of projected start date, a \$5,000.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA, Inc.'s work schedule. If PSA, Inc. is required to employ an attorney to enforce any provision of this contract or invoice to follow, or to defend action brought by the customer, its agents, or employees against PSA, Inc. or to collect any payment due to PSA, Inc. from Customer, whether or not suit is instituted, PSA, Inc. will be entitled to recover from customer all costs and expenses incurred, including all reasonable attorney's fees.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above-mentioned specifications involving extra costs over approved estimate, must be submitted in writing, and executed by an authorized representative of both parties. Neither party will be liable for performance delays nor for non-performance due to causes beyond our reasonable control, except for payment obligations. Owner shall carry fire, tornado, and other necessary insurance. All employees on site are fully covered by Workers Compensation Insurance.

The above prices, specifications and conditions are hereby accepted. You hereby authorize Pro Sealed Asphalt, Inc and any of its subcontractors to do the work as specified. Payment will be made as outlined above. When signed, this document becomes a binding contract. Any additional work required that is different from the scope of work described in this contract must be communicated and agreed upon in writing by authorized representatives of both parties. Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal must be signed & returned by email to schedule this project. Notice to Owner Information must be received two weeks prior to commencement of work on the project.

\_\_\_\_\_  
PSA, Inc. Signature

\_\_\_\_\_  
Authorized Customer Signature:

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

**General Contract Terms & Conditions- What to Expect**

1. All parties agree that work to be performed is "Weather Permitting." Please allow at least 4-6 weeks from deposit payment for scheduling. Could be longer depending on weather, material availability, and previously scheduled projects. Please note that  
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aggregate and material shortages, along with delayed shipping times will affect scheduling as well. No deposit refunds or contract cancellation fees will be waived because of this as these are situations out of PSA's control.

2. Work in this proposal is priced to be performed together or in conjunction with one another. All work presented in this proposal is to be accepted together or the proposal will need to be revised. No other work besides what is stated in the above scope of work section is included in this proposal.
3. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA's work schedule.
4. Owner/Authorized Agent/Manager responsible for notifying Pro Sealed Asphalt, Inc. Of any prevailing wage, certified payroll and EEO circumstances, if applicable. Failure to disclose any prevailing wage rate requirements may result in the difference between Pro Sealed Asphalt, Inc pay rates and regulated pay rates being added to the invoice at time of billing.
5. Contractor to be notified of any additional construction work taking place on property simultaneously and PSA has the right to modify the schedule accordingly. Additional mobilization fees may apply if touch-ups are required because of construction work occurring simultaneously.
6. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the customer to ensure that all these areas are surveyed and clearly marked prior to commencement of work. Please note that PSA is also not responsible for damage to wiring/utilities that are damaged because of it not being completed to code or per industry standard. Any damage to any underground equipment will be the responsibility of the owner.
7. All irrigation/sprinkler systems must be turned off 48 hours prior to work commencing and 48 hours after work completion. PSA is not responsible for washing away of sealant, paint, failure of base or asphalt or concrete, material/patch because of this not being done. If sprinklers were left on or come on prematurely a mobilization fee will apply per the contract and will vary based on scope of work being performed.
8. Downtime due to customer responsibilities will be an additional charge of \$125 per half hour and \$250 per full hour. The area is to be cleared prior to work commencing, the customer is responsible for moving items/vehicles and ensuring the area we will be working in is blocked off and free from vehicles. Owner/Authorized Agent is responsible for having a tow truck company on stand-by a minimum of 72 hours prior to work commencing. If items/vehicles not moved once PSA is on site an additional mobilization fee will be applied. If PSA must come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/vehicles still being in place once PSA is on site a mobilization fee will be applied.
9. Any additional days due to vehicles being left unattended, irrigation systems on, tenants not cooperating, dumpsters, roll off cans, etc. will be photo documented and sent to management. If additional days are required to complete the project or other reasons for mobilization fees to be applied as outlined in this contract; services will be billed as follows:  
**Sealcoating -\$3,750 per day / Striping \$1,500.00 per day / Asphalt Repair \$2,500.00**  
**This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.**
10. Owner/Authorized Agent are responsible for notifying all tenants/property owners of work to be performed at least one week prior to work commencing.
11. Permitting, Testing, Surveys, Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager. PSA is not responsible for obtaining any permits, testing, surveying, or as built drawings. Exclusions also include performance and payment bonds, maintenance of traffic and MOT equipment, traffic officers, testing of asphalt to include cores, surveying and/or staking, or light towers.
12. If there is a work order change at any time during the project, a work change order sheet will be submitted for signature and approval. Once accepted, payment for the specified work order must be paid in full PRIOR to the start of new requests. NOTE: Invoices must be paid UPON RECEIPT. Workers' comp and general liability certificates are available upon request.
13. **Deposits are NON-REFUNDABLE once paid. Please make sure that once you sign the contract and pay your deposit that the project is secure. PSA may employ subcontractors, purchase materials ahead of time, secure equipment, etc. and will NOT return any deposit payments once payment has been accepted and received in our office.**
14. Job is priced for daytime/week-day work only unless specified in scope of work above. If night-time or weekend work is required there will be an additional fee.
15. Job Site will be blocked off using safety cones and, or caution tape. PSA is not responsible for people breaking through barricades or damages/injuries because of negligence by others.
16. Completion timeframe is always "weather permitting." PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.



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17. PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc.) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.
18. PLEASE ALLOW (4-6) WEEKS AFTER DEPOSIT PAYMENT FOR SCHEDULING. COULD BE LONGER BASED ON WEATHER AND PREVIOUSLY SCHEDULED PROJECTS.
19. Please note that pricing and BID scope of work subject to management and/or ownership approval and review of plans/BID documents PRIOR to contract and BID pricing being approved.
20. PSA requires that a representative authorized to make decisions on owner or contractors behalf be onsite or readily available during project completion in order to resolve any project related issues or change orders needed.
21. Force Majeure Delays: PSA, Inc. will not mobilize on the scheduled date of construction if inclement weather is either occurring or forecast as imminent. PSA, Inc. will contact the client to reschedule as soon as possible. If inclement weather occurs within 24 hours of construction completion, please contact your representative. Force Majeure Event means an event, or a series of related events, that are outside the reasonable control of the party affected (including inclement weather, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than payment obligations), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.
22. All areas to be agreed upon and identified prior to commencement of work. PSA, Inc. may ask the customer to walk area included in the Scope of Work at Pre-construction meeting and again prior to commencement of work to verify scope of work.
23. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$7,000.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.
24. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether written or oral, concerning the subject matter of this Agreement. It will supersede any other contract or subcontract to which this proposal is attached. Any previous agreements or understandings between the parties are hereby rendered null and void.
25. The Contractor agrees not to disclose any confidential information obtained during the course of this agreement, including but not limited to proposals, contract amounts, terms and conditions, pricing structures, project specifications, and any other proprietary information related to this agreement.
26. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
27. STOP WORK FOR NON-PAYMENT:
  - a. If the Owner fails to make any payment due under this Agreement within the time specified, or otherwise breaches the agreed payment schedule, Contractor (Pro Sealed Asphalt, hereinafter "PSA") may, upon providing the Owner with written notice of such default and a seven (7) calendar day opportunity to cure, immediately suspend all work until payment is received in full.
  - b. Suspension of work under this provision shall not constitute a breach of contract by PSA, and PSA shall be entitled to:
  - c. Full Payment for Work Performed - Payment for all work performed and materials furnished up to the date of suspension, including stored materials, mobilization, demobilization, and any other costs incurred;
  - d. Extension of Time - An equitable extension of the project schedule to account for the period of suspension, plus reasonable remobilization time;
  - e. Interest and Collection Costs - Interest on unpaid amounts at the maximum rate allowed under Florida law (currently 18% per annum unless otherwise specified), plus reasonable attorney's fees and costs of collection; and
  - f. Termination for Cause - If payment is not made within the cure period, PSA may, upon an additional three (3) calendar days' written notice, terminate this Agreement for cause, cease all performance, remove its equipment and materials, and pursue all remedies available at law or in equity, including but not limited to lien rights under Chapter 713, Florida Statutes.
  - g. Owner acknowledges that PSA has the right to record a Claim of Lien against the property for any unpaid balance, in accordance with Florida's Construction Lien Law, and that suspension of work due to non-payment shall not be considered a delay caused by PSA.
28. Pro Sealed Asphalt (PSA) requires access to water hose bibs for filling the roller and other equipment necessary for base preparation while on-site. It is the client's responsibility to ensure that water access is available to us during the project. If water



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access is not provided and PSA is required to employ a water truck or transport water to the site, this will result in a change order and an additional fee, which will be charged to the client.

### Asphalt or Concrete Repair/Paving Terms & Conditions

1. Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt /concrete. Due diligence will be taken to blow any dust/debris away from cars. PSA is not responsible for damages to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
2. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. PSA cannot warranty new asphalt or concrete for cracking, crumbling, or product failure if the asphalt or concrete around potholes or damaged areas are not being replaced. These areas can intrude into the new patch causing product failure and is not a warrantable item.
3. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation.
4. When removing tree roots in any area, Pro Sealed Asphalt Inc is not liable if a tree dies or if roots grow back in any manner that will damage the asphalt and/or concrete curb and gutter. PSA Inc will not be liable for a tree falling over due to tree root removal. It is our recommendation that the tree be removed completely by a professional tree removal company to avoid any tree or root issues in the future. PSA is not a professional tree removal company and as such will not be liable for damages caused by tree root removal in any area.
5. Unless otherwise specified, PSA is using standard FDOT recycled asphalt mixes.
6. Quantities referred to in this proposal are estimates only and payment subject to increase based on in-field measurements.
7. PSA's asphalt billing will be invoiced and processed separately from other scopes of work and is due immediately upon completion. Thus, all compensation or draws for asphalt repair or paving will be due upon asphalt completion and the draws will not be dependent on the completion, or billing, of sealcoating, striping, signage, or any other scope of work specified above.
8. If a tack or prime coat is included in the scope of work or specified by a written contract, a minimum of 2,000 square yards is required when a DOT-calibrated distributor truck is necessary. It should be understood that Pro Sealed Asphalt (PSA) may utilize a pull-behind distributor or apply the coating manually using bucket distribution methods. The choice of method may also be determined by the capabilities of the truck and distributor, but the final decision on the application method will remain at PSA's discretion.
9. Please note that this repair is limited to the specific area identified and does not include the replacement of surrounding asphalt. Because the adjacent areas are not being replaced, there is an increased likelihood that the edges of the new patch may deteriorate or experience premature wear over time due to the condition of the surrounding asphalt.
10. Additionally, Pro Sealed Asphalt does not warranty against new patch failure resulting from cracks or deterioration in the surrounding asphalt that may intrude into or impact the newly patched area. This includes any separation, cracking, or additional wear caused by existing conditions beyond the repaired section.

### Sealcoating Terms & Conditions:

1. It is recommended to saw cut and remove asphalt or concrete with heavy oil stains. The pavement will be cleaned of all debris and vegetation. PSA cannot warranty these areas against premature wear, peeling, cracking, or product failure.
2. PSA cannot guarantee life span of sealer where water ponding is occurring and/or excessive asphalt cracking or high aggregate currently exists. Sealant will not stick to areas of high aggregate or where there is missing/broken asphalt. You may also see premature wear in the drive lanes of the lot. This is to be expected due to increased traffic area and PSA cannot warranty against this. An additional mobilization fee plus the cost of repair will be charged if we are called out because of this.
3. PSA recommends that customer/tenants refrain from driving on freshly sealed asphalt for at least 24 hours to allow proper curing time. Pro Sealed Asphalt is not responsible for product failure because of early drive time or opening of quarantined areas prematurely. Not responsible for sealer tracking on sidewalks & curbing for areas compromised.
4. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation but sealcoating material is not guaranteed to stick in these areas.
5. Asphalt Sealer will be applied only when pavement and ambient temperatures are continuously above 55°F during application, for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times. PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.
6. Minor scuffing or tearing may occur on fresh sealcoat. Repair of these areas is not a warrantable item or included.
7. No thermoplastic striping included in this proposal.
8. If customer wants sealant placed under dumpsters, they must be removed from pavement at least 24 hours before completion. If this is not done PSA will sealcoat around dumpster left in place. If we are called to come out during a separate mobilization to complete the area under dumpster a mobilization fee will be applied. Garbage pickup must be coordinated for pick up around newly sealed services.

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9. Sealcoating is considered a regular maintenance service and need for asphalt. It will not repair any asphalt defects and the aesthetics are not considered to be part of the contract and is not a warrantable item.
10. Sealcoating does not fill cracks and will not fix water ponding.
11. Crack sealing is not included unless specified in the scope of work above.
12. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$3,750.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.

**Line Striping Terms & Conditions:**

1. PSA cannot guarantee paint adhesion on wheel stops and/or curbing where paint is cracked, peeling, and/or delaminated paint. Pressure washing services are available at an additional cost. Please note that pressure washing is not guaranteed to remove all paint and the non-guarantee would still be in effect.
2. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to existing parking lot layout unless new layout is specified under the scope of work. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to review and be hired at owner's expense. Engineering is quoted on a case-by-case basis and an ADA Consultation with a State Certified Civil engineer will need to be consulted. PSA is not responsible for doing this. If Pro Sealed Asphalt, Inc was not the company that provided the initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If we are the company to provide initial new lay out, we still cannot warranty against product failure on surfaces not compatible with the acrylic based paint that we use. If Pro Sealed Asphalt, Inc is called out because of these additional charges will occur.
3. PLEASE NOTE THAT STENCILS WILL BE PROVIDED BASED ON PSA STOCK SUPPLY. ANY SPECIALIZED CUTS OR SIZES THAT DIFFER FROM PSA'S INVENTORY WILL BE A DIRECT FEE BILLED TO THE CLIENT.
4. Line striping may appear to be light or translucent on newly installed asphalt. PSA, Inc. will mobilize after the additional cure time of 30 days for a mobilization fee as specified above under scope of work. This cost is in addition to the bid price included in this proposal. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to the existing parking lot layout unless new layout is specified above. New install or mill and paves are considered new layout and will be painted to current DOT specs and stall dimensions. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to be employed by client and review. Engineering is quoted on a case-by-case basis and an ADA Consultation with a State Certified Civil. If Pro Sealed Asphalt, Inc was not the company that provided initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If Pro Sealed Asphalt, Inc is called out because of these additional charges will occur. Line striping is not included in this proposal unless notated in the proposal line-item descriptions.
5. Line paint will be applied only when pavement and ambient temperatures are continuously above 55°F during application, for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times. PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.
6. Paint used is a DOT approved traffic paint, sprayed in one coat unless different scope is specified above.
7. Price excludes the application of glass beads-this service will be extra.
8. No thermoplastic striping included unless specified in scope of work above.
9. Pricing includes one coat of paint unless something different is specified in scope of work above.

**Asphalt Paving (New Install, Mill & Pave, Overlay, etc)**

1. Quarantine Construction Area: It is essential that all vehicles are removed from the area included in the Scope of Work no later than 7:00 am, unless otherwise agreed. Project costs are based on the property being clear of all vehicles, people, and objects. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any vehicles or objects are left in the area included in the Scope of Work, PSA, Inc will not be held responsible for any damage to the vehicles or objects remaining in the area. There will be additional costs if our personnel are unable to access the area included in the Scope of Work. A mobilization fee of \$7,000.00 will be applied if the area included in the Scope of Work is not cleared, or if we are required to mobilize on a day other than the agreed upon start date. Prior to mobilization, PSA, Inc requires 50% of the bid total to cover material costs. A minimum of (4-6) weeks is requested for scheduling. Faster scheduling may be accommodated, at the sole discretion of PSA, Inc., and only as the current workload allows. PSA and any of its sub-contractors



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- have no obligation to perform in increments, quantities, or portions of the work that we plan to perform in a single operation; nor shall PSA or its subcontractors have any obligation to perform work in a different sequence than planned by us.
2. PSA's asphalt billing will be invoiced and processed separately from other scopes of work and is due immediately upon completion. Thus, all compensation or draws for asphalt repair or paving will be due upon asphalt completion and the draws will not be dependent on the completion, or billing, of sealcoating, striping, signage, or any other scope of work specified above.
  3. Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. It is the responsibility of the owner or contractor to apply and obtain these. PSA is not responsible for providing a QC representative or company. This will be the responsibility of the General Contractor or Owner. PSA is not responsible for any required traffic control (MOT) or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (tinterock, crush crete, asphalt millings, dirt etc.) Asphalt takes 20-30 days to fully cure. The customer may see some light peeling during this time.
  4. Owner/Management shall make tenants aware of possible dusting/damage to vehicles due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from vehicles. PSA, Inc. is not responsible for damage to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
  5. Reflective Cracking: Due to paving on existing surfaces Pro Sealed Asphalt, Inc. and its subcontractors do not accept responsibility for water ponding or reflective cracking of new asphalt. We will also not be responsible for tire tears and the breaking of asphalt at existing transitions and different elevations. This also includes cracking of milled areas reflecting through residual asphalt or base. Drainage is not guaranteed on asphalt patching or asphalt overlays. Saw cutting is not included unless otherwise specifically stated in Scope of Work. PSA, Inc. and its subcontractors are not responsible for the failure of final products due to yielding, uneven base or irregularities in the base. Milling of the asphalt in many cases will not fully cure existing water ponding and may even create new areas of ponding. We will attempt to alleviate as reasonably as possible, however, cannot guaranteed unless base conditions and additional drainage areas are considered. No guarantee of drainage can be given. Mobilization & installation are conditional upon review and acceptance by PSA and its subcontractors of base at the area included in the Scope of Work. Proposed work will be performed & accepted according to industry standards. Client is advised that without a storm water drainage system, water could potentially collect against grass edges. PSA and its subcontractors will reasonably attempt to blend all seams and eliminate standing water as best as possible however, this cannot be guaranteed due to differences in asphalt mix, material laydown, and environmental factors and is considered aesthetic and is not a warrantable item.
  6. De-mucking and removal of unsuitable materials is not included. Work is subject to delay, pending vendor availability, material availability; these items will be explained to the customer at pre-construction meeting. Spraying of herbicide or weed killer is not included in this proposal and should be done by others if required.
  7. Pre-construction meetings may be required at a minimum of one (1) week prior to scheduled mobilization. The purpose of this meeting is to discuss any of the following: issues we may foresee, any changes to site since date of proposal, Customer issues, possible schedule delays, time frames of closures, etc. Customer shall allow at least (4-6) weeks from deposit payment for mobilization. Mobilization is subject to change based on weather and material availability.
  8. Asphalt is flexible payment, please note that minor scuffing may occur on fresh asphalt. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. Crack sealing is not included prior to paving. Please allow at least 24 hours before driving on freshly paved asphalt. We do not recommend sealcoating freshly paved asphalt for at least 6-12 months or longer. If asked to sealcoat freshly paved asphalt sooner than 12 months, or sooner than PSA's recommendation, PSA will be unable to warranty work as it could cause the asphalt to become mushy and unfavorable in areas. Asphalt needs to be allowed to breathe during cure time and materials will oxidize over time. Sealing too early traps the vapors and causes failure in the asphalt.
  9. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the Customer to ensure that the areas included in the Scope of Work are surveyed and clearly marked prior to commencement of work. This proposal further assumes there are no buried slabs or other obstacles that may interfere with excavation. If such items are encountered, additional charges may apply. Pricing excludes any testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt leveling, saw cutting, asphalt milling, asphalt removal, maintenance or traffic, temporary/permanent striping, unless otherwise written in the proposal line-item description.
  10. No landscaping or sod is included in this proposal. Trucks and equipment will have to enter Project Site through grass/landscaping. Pro Sealed Asphalt and any of its subcontractors are NOT responsible for repair of these areas or any landscaping effected. PSA will reasonably attempt to blend all seams and eliminate standing water as best as possible, however, this cannot be guaranteed due to differences in asphalt mix, material, laydown, and environmental factors and is considered aesthetic and is not a warrantable item.
  11. This proposal assumes that concrete/ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalks or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of

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\$100 per S.F. to repair but we have no obligation to contract or perform such repairs. PSA, Inc. is not responsible for damage to the construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal.

12. ALL REQUIRED ENGINEERING, PERMITS, INSPECTIONS, AND FEES ARE THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR PRIOR TO PRO SEALED ASPHALT, INC. OR ANY OF ITS SUBCONTRACTORS STARTING OR PERFORMING ANY SAID CONSTRUCTION. PRO SEALED ASPHALT, INC IS NOT RESPONSIBLE FOR ANY PERMITS THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
13. If a tack or prime coat is included in the scope of work or specified by a written contract, a minimum of 2,000 square yards is required when a DOT-calibrated distributor truck is necessary. It should be understood that Pro Sealed Asphalt (PSA) may utilize a pull-behind distributor or apply the coating manually using bucket distribution methods. The choice of method may also be determined by the capabilities of the truck and distributor, but the final decision on the application method will remain at PSA's discretion.
14. Please be advised that no heavy items or equipment should be placed on freshly paved asphalt. Asphalt requires up to 90 days to fully cure, and during this time, especially in high temperatures, it remains vulnerable to damage. The placement or storage of heavy equipment can lead to surface depressions, tire impressions, or even potholes.
15. To protect the integrity of the new surface, PSA strongly recommends placing mats or wooden boards under any wheels, racks, or equipment. Avoid allowing heavy loads to remain stationary on the surface—particularly during periods of high heat. This area is intended for normal vehicle or foot traffic only once opened, not for storage or staging of materials or equipment. Please note that PSA does not provide warranty coverage for damage caused by:
  - a) Stationary heavy loads
  - b) Tire tearing due to rotating wheels in place
  - c) Any failure resulting from improper use during the curing period
  - d) Following these guidelines will help ensure the long-term durability of your newly paved surface.

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 ¼% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER/CLIENT HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Insurance Certificates and Licenses Provided upon request \*any changes or additions to standard coverage at additional cost. Pro Sealed Asphalt, Inc. and its material suppliers follows Florida Lien procedures as set forth by Florida Statutes Sections 713.001-713.37. A Notice to Owner (NTO) will be filed to ownership within 30 days after first day on job. A lien will be filed if payment is not received after work is completed, excluding any warranty work (if applicable).

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 4221 Southpoint Blvd, Jacksonville, FL 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

**To accept this quotation, sign here and return:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_



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**General Contractor/Owner:**  
Same as Project Location

**Project Location:**  
Shearwater  
100 Kayak Way  
St. Augustine, FL 32092

**Point of Contact:**  
Belynda Tharpe  
Email: belynda.tharpe@fsresidential.com  
Phone: 904-342-3739  
Date: November 10, 2025

**Project Estimated By:**  
Tyler Holland / Project Manager  
tyler.holland@prosealedasphalt.com  
Phone: 904-718-2625

**2" New Install- HD 9.5 Asphalt (627 SY) Basketball Court Approx 60x94**

**"NO BASE WORK IS INCLUDED"**

**- Tack Coat & Install +/- 5,640 SF (627 SY)**

**Project is proposed to be completed in (1) Mobilization; Job calls for approximately (70) tons of asphalt.**

**Project is proposed to be completed in (1) day.**

**Asphalt Paving (Overlay)-**

1. Apply RS-1H trackless tack coat to base material prior to asphalt install. Base Install (Subgrade and Final Grade) to be installed by others. No base work is included in this proposal. Please note that each lift is BID to be performed in succession with one another. If asked to perform in separate mobilizations an additional mobilization fee will apply per mobilization.
2. Install and compact SP-9.5 surface course at approx. 2" depth before compaction (approximately 627 square yards: 70 tons) with paving machine.

**Bid Total \$23,350.00**

**\*\*Asphalt Install is priced for 1-day mobilization cost. Additional Mobilizations will be billed at \$7,000.00 per mobilization. This project will require approximately 70 tons of asphalt. Any additional material required due to settling of sub-base, leveling, or increased Scope of Work, will be billed at \$200.00 per ton. This project calls for up to 2 trucks delivering asphalt material on a rotation for 1 day. Additional trucking requirements due to additional material as stated above, will be billed at \$900.00 per truck. \*\***

Note: Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. It is the responsibility of the owner or contractor to apply and obtain these. PSA is not responsible for providing a QC representative or company. This will be the responsibility PSA is not responsible for any required traffic control (MOT) or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (limerock, crush crete, asphalt millings, dirt etc.) Asphalt takes 20-30 days to fully cure. The customer may see some light peeling during this time.

**Authorization to Proceed**

**Payment Terms:**

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Payment terms are as follows: (PLUS ANY ADD ONS) 50% of Contract Amount TO BE PAID one (1) week prior to first mobilization or scheduling. 25% OF BALANCE DUE AT FIRST MOBILIZATION, REMAINING 25% due immediately after paving is complete: If balance exceeds 15 days past completion a 2.5% finance fee will apply to final payment invoice. Payments over 15 days are subject to late fees outlined below:

30 days after completion date- 5% Fee applied to bill balance  
60 days after completion date- 7% applied to bill balance  
90 days after completion date- 10% applied to bill balance

**\*\*AT 90 DAYS LIENS WILL BE PLACED ON SAID PROPERTY AND WILL NOT BE RELEASED UNTIL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED. \*\***

Terms: Invoices not paid in full when due will be subject to surcharge of 1.5% per month (18% per annum). If the account is delinquent and sent to an attorney or agency for collection, the customer shall be liable for all costs of collection; including, but not limited to reasonable attorney fees or collection agency fees. **PLEASE NOTE THAT FAILURE TO PAY ON TIME WILL RESULT IN THE FORFEITURE OF WARRANTY.**

**100% OF CONTRACT AMOUNT AND ANY CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED ABOVE.**

If there is a change order at any point during this contract, a change order form will be submitted for approval and signature. Once executed, payment for the specified change order will be due to PSA, Inc. prior to commencement of work outlined in the change order.

**Should the customer cancel or reschedule this project before work has started, within 24 hours of projected start date, a \$5,000.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA, Inc.'s work schedule. If PSA, Inc. is required to employ an attorney to enforce any provision of this contract or invoice to follow, or to defend action brought by the customer, its agents, or employees against PSA, Inc. or to collect any payment due to PSA, Inc. from Customer, whether or not suit is instituted, PSA, Inc. will be entitled to recover from customer all costs and expenses incurred, including all reasonable attorney's fees.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above-mentioned specifications involving extra costs over approved estimate, must be submitted in writing, and executed by an authorized representative of both parties. Neither party will be liable for performance delays nor for non-performance due to causes beyond our reasonable control, except for payment obligations. Owner shall carry fire, tornado, and other necessary insurance. All employees on site are fully covered by Workers Compensation Insurance.

The above prices, specifications and conditions are hereby accepted. You hereby authorize Pro Sealed Asphalt, Inc and any of its subcontractors to do the work as specified. Payment will be made as outlined above. When signed, this document becomes a binding contract. Any additional work required that is different from the scope of work described in this contract must be communicated and agreed upon in writing by authorized representatives of both parties. Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal must be signed & returned by email to schedule this project. Notice to Owner Information must be received two weeks prior to commencement of work on the project.

\_\_\_\_\_  
PSA, Inc. Signature

\_\_\_\_\_  
Authorized Customer Signature:

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

**General Contract Terms & Conditions- What to Expect**

1. All parties agree that work to be performed is "Weather Permitting." Please allow at least 4-6 weeks from deposit payment for scheduling. Could be longer depending on weather, material availability, and previously scheduled projects. Please note that  
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aggregate and material shortages, along with delayed shipping times will affect scheduling as well. No deposit refunds or contract cancellation fees will be waived because of this as these are situations out of PSA's control.

2. Work in this proposal is priced to be performed together or in conjunction with one another. All work presented in this proposal is to be accepted together or the proposal will need to be revised. No other work besides what is stated in the above scope of work section is included in this proposal.
3. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA's work schedule.
4. Owner/Authorized Agent/Manager responsible for notifying Pro Sealed Asphalt, Inc. Of any prevailing wage, certified payroll and EEO circumstances, if applicable. Failure to disclose any prevailing wage rate requirements may result in the difference between Pro Sealed Asphalt, Inc pay rates and regulated pay rates being added to the invoice at time of billing.
5. Contractor to be notified of any additional construction work taking place on property simultaneously and PSA has the right to modify the schedule accordingly. Additional mobilization fees may apply if touch-ups are required because of construction work occurring simultaneously.
6. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the customer to ensure that all these areas are surveyed and clearly marked prior to commencement of work. Please note that PSA is also not responsible for damage to wiring/utilities that are damaged because of it not being completed to code or per industry standard. Any damage to any underground equipment will be the responsibility of the owner.
7. All irrigation/sprinkler systems must be turned off 48 hours prior to work commencing and 48 hours after work completion. PSA is not responsible for washing away of sealant, paint, failure of base or asphalt or concrete, material/patch because of this not being done. If sprinklers were left on or come on prematurely a mobilization fee will apply per the contract and will vary based on scope of work being performed.
8. Downtime due to customer responsibilities will be an additional charge of \$125 per half hour and \$250 per full hour. The area is to be cleared prior to work commencing, the customer is responsible for moving items/vehicles and ensuring the area we will be working in is blocked off and free from vehicles. Owner/Authorized Agent is responsible for having a tow truck company on stand-by a minimum of 72 hours prior to work commencing. If items/vehicles not moved once PSA is on site an additional mobilization fee will be applied. If PSA must come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/vehicles still being in place once PSA is on site a mobilization fee will be applied.
9. Any additional days due to vehicles being left unattended, irrigation systems on, tenants not cooperating, dumpsters, roll off cans, etc. will be photo documented and sent to management. If additional days are required to complete the project or other reasons for mobilization fees to be applied as outlined in this contract; services will be billed as follows:  
Sealcoating -\$3,750 per day / Striping \$1,500.00 per day / Asphalt Repair \$2,500.00  
This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.
10. Owner/Authorized Agent are responsible for notifying all tenants/property owners of work to be performed at least one week prior to work commencing.
11. Permitting, Testing, Surveys, Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager. PSA is not responsible for obtaining any permits, testing, surveying, or as built drawings. Exclusions also include performance and payment bonds, maintenance of traffic and MOT equipment, traffic officers, testing of asphalt to include cores, surveying and/or staking, or light towers.
12. If there is a work order change at any time during the project, a work change order sheet will be submitted for signature and approval. Once accepted, payment for the specified work order must be paid in full PRIOR to the start of new requests. NOTE: Invoices must be paid UPON RECEIPT. Workers' comp and general liability certificates are available upon request.
13. Deposits are NON-REFUNDABLE once paid. Please make sure that once you sign the contract and pay your deposit that the project is secure. PSA may employ subcontractors, purchase materials ahead of time, secure equipment, etc. and will NOT return any deposit payments once payment has been accepted and received in our office.
14. Job is priced for daytime/week-day work only unless specified in scope of work above. If night-time or weekend work is required there will be an additional fee.
15. Job Site will be blocked off using safety cones and, or caution tape. PSA is not responsible for people breaking through barricades or damages/injuries because of negligence by others.
16. Completion timeframe is always "weather permitting." PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.



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17. PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc.) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.
18. PLEASE ALLOW (4-6) WEEKS AFTER DEPOSIT PAYMENT FOR SCHEDULING. COULD BE LONGER BASED ON WEATHER AND PREVIOUSLY SCHEDULED PROJECTS.
19. Please note that pricing and BID scope of work subject to management and/or ownership approval and review of plans/BID documents PRIOR to contract and BID pricing being approved.
20. PSA requires that a representative authorized to make decisions on owner or contractors behalf be onsite or readily available during project completion in order to resolve any project related issues or change orders needed.
21. Force Majeure Delays: PSA, Inc. will not mobilize on the scheduled date of construction if inclement weather is either occurring or forecast as imminent. PSA, Inc. will contact the client to reschedule as soon as possible. If inclement weather occurs within 24 hours of construction completion, please contact your representative. Force Majeure Event means an event, or a series of related events, that are outside the reasonable control of the party affected (including inclement weather, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than payment obligations), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.
22. All areas to be agreed upon and identified prior to commencement of work. PSA, Inc. may ask the customer to walk area included in the Scope of Work at Pre-construction meeting and again prior to commencement of work to verify scope of work.
23. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$7,000.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.
24. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether written or oral, concerning the subject matter of this Agreement. It will supersede any other contract or subcontract to which this proposal is attached. Any previous agreements or understandings between the parties are hereby rendered null and void.
25. The Contractor agrees not to disclose any confidential information obtained during the course of this agreement, including but not limited to proposals, contract amounts, terms and conditions, pricing structures, project specifications, and any other proprietary information related to this agreement.
26. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
27. STOP WORK FOR NON-PAYMENT:
  - a. If the Owner fails to make any payment due under this Agreement within the time specified, or otherwise breaches the agreed payment schedule, Contractor (Pro Sealed Asphalt, hereinafter "PSA") may, upon providing the Owner with written notice of such default and a seven (7) calendar day opportunity to cure, immediately suspend all work until payment is received in full.
  - b. Suspension of work under this provision shall not constitute a breach of contract by PSA, and PSA shall be entitled to:
  - c. Full Payment for Work Performed - Payment for all work performed and materials furnished up to the date of suspension, including stored materials, mobilization, demobilization, and any other costs incurred;
  - d. Extension of Time - An equitable extension of the project schedule to account for the period of suspension, plus reasonable remobilization time;
  - e. Interest and Collection Costs - Interest on unpaid amounts at the maximum rate allowed under Florida law (currently 18% per annum unless otherwise specified), plus reasonable attorney's fees and costs of collection; and
  - f. Termination for Cause - If payment is not made within the cure period, PSA may, upon an additional three (3) calendar days' written notice, terminate this Agreement for cause, cease all performance, remove its equipment and materials, and pursue all remedies available at law or in equity, including but not limited to lien rights under Chapter 713, Florida Statutes.
  - g. Owner acknowledges that PSA has the right to record a Claim of Lien against the property for any unpaid balance, in accordance with Florida's Construction Lien Law, and that suspension of work due to non-payment shall not be considered a delay caused by PSA.
28. Pro Sealed Asphalt (PSA) requires access to water hose bibs for filling the roller and other equipment necessary for base preparation while on-site. It is the client's responsibility to ensure that water access is available to us during the project. If water



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access is not provided and PSA is required to employ a water truck or transport water to the site, this will result in a change order and an additional fee, which will be charged to the client.

### Asphalt or Concrete Repair/Paving Terms & Conditions

1. Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt /concrete. Due diligence will be taken to blow any dust/debris away from cars. PSA is not responsible for damages to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
2. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. PSA cannot warranty new asphalt or concrete for cracking, crumbling, or product failure if the asphalt or concrete around potholes or damaged areas are not being replaced. These areas can intrude into the new patch causing product failure and is not a warrantable item.
3. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation.
4. When removing tree roots in any area, Pro Sealed Asphalt Inc is not liable if a tree dies or if roots grow back in any manner that will damage the asphalt and/or concrete curb and gutter. PSA Inc will not be liable for a tree falling over due to tree root removal. It is our recommendation that the tree be removed completely by a professional tree removal company to avoid any tree or root issues in the future. PSA is not a professional tree removal company and as such will not be liable for damages caused by tree root removal in any area.
5. Unless otherwise specified, PSA is using standard FDOT recycled asphalt mixes.
6. Quantities referred to in this proposal are estimates only and payment subject to increase based on in-field measurements.
7. PSA's asphalt billing will be invoiced and processed separately from other scopes of work and is due immediately upon completion. Thus, all compensation or draws for asphalt repair or paving will be due upon asphalt completion and the draws will not be dependent on the completion, or billing, of sealcoating, striping, signage, or any other scope of work specified above.
8. If a tack or prime coat is included in the scope of work or specified by a written contract, a minimum of 2,000 square yards is required when a DOT-calibrated distributor truck is necessary. It should be understood that Pro Sealed Asphalt (PSA) may utilize a pull-behind distributor or apply the coating manually using bucket distribution methods. The choice of method may also be determined by the capabilities of the truck and distributor, but the final decision on the application method will remain at PSA's discretion.
9. Please note that this repair is limited to the specific area identified and does not include the replacement of surrounding asphalt. Because the adjacent areas are not being replaced, there is an increased likelihood that the edges of the new patch may deteriorate or experience premature wear over time due to the condition of the surrounding asphalt.
10. Additionally, Pro Sealed Asphalt does not warranty against new patch failure resulting from cracks or deterioration in the surrounding asphalt that may intrude into or impact the newly patched area. This includes any separation, cracking, or additional wear caused by existing conditions beyond the repaired section.

### Sealcoating Terms & Conditions:

1. It is recommended to saw cut and remove asphalt or concrete with heavy oil stains. The pavement will be cleaned of all debris and vegetation. PSA cannot warranty these areas against premature wear, peeling, cracking, or product failure.
2. PSA cannot guarantee life span of sealer where water ponding is occurring and/or excessive asphalt cracking or high aggregate currently exists. Sealant will not stick to areas of high aggregate or where there is missing/broken asphalt. You may also see premature wear in the drive lanes of the lot. This is to be expected due to increased traffic area and PSA cannot warranty against this. An additional mobilization fee plus the cost of repair will be charged if we are called out because of this.
3. PSA recommends that customer/tenants refrain from driving on freshly sealed asphalt for at least 24 hours to allow proper curing time. Pro Sealed Asphalt is not responsible for product failure because of early drive time or opening of quarantined areas prematurely. Not responsible for sealer tracking on sidewalks & curbing for areas compromised.
4. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation but sealcoating material is not guaranteed to stick in these areas.
5. Asphalt Sealer will be applied only when pavement and ambient temperatures are continuously above 55°F during application, for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times. PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.
6. Minor scuffing or tearing may occur on fresh sealcoat. Repair of these areas is not a warrantable item or included.
7. No thermoplastic striping included in this proposal.
8. If customer wants sealant placed under dumpsters, they must be removed from pavement at least 24 hours before completion. If this is not done PSA will sealcoat around dumpster left in place. If we are called to come out during a separate mobilization to complete the area under dumpster a mobilization fee will be applied. Garbage pickup must be coordinated for pick up around newly sealed services.

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9. Sealcoating is considered a regular maintenance service and need for asphalt. It will not repair any asphalt defects and the aesthetics are not considered to be part of the contract and is not a warrantable item.
10. Sealcoating does not fill cracks and will not fix water ponding.
11. Crack sealing is not included unless specified in the scope of work above.
12. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$3,750.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with our normal operational schedule.

### Line Striping Terms & Conditions:

1. PSA cannot guarantee paint adhesion on wheel stops and/or curbing where paint is cracked, peeling, and/or delaminated paint. Pressure washing services are available at an additional cost. Please note that pressure washing is not guaranteed to remove all paint and the non-guarantee would still be in effect.
2. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to existing parking lot layout unless new layout is specified under the scope of work. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to review and be hired at owner's expense. Engineering is quoted on a case-by-case basis and an ADA Consultation with a State Certified Civil engineer will need to be consulted. PSA is not responsible for doing this. If Pro Sealed Asphalt, Inc was not the company that provided the initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If we are the company to provide initial new lay out, we still cannot warranty against product failure on surfaces not compatible with the acrylic based paint that we use. If Pro Sealed Asphalt, Inc is called out because of these additional charges will occur.
3. PLEASE NOTE THAT STENCILS WILL BE PROVIDED BASED ON PSA STOCK SUPPLY. ANY SPECIALIZED CUTS OR SIZES THAT DIFFER FROM PSA'S INVENTORY WILL BE A DIRECT FEE BILLED TO THE CLIENT.
4. Line striping may appear to be light or translucent on newly installed asphalt. PSA, Inc. will mobilize after the additional cure time of 30 days for a mobilization fee as specified above under scope of work. This cost is in addition to the bid price included in this proposal. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to the existing parking lot layout unless new layout is specified above. New install or mill and paves are considered new layout and will be painted to current DOT specs and stall dimensions. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to be employed by client and review. Engineering is quoted on a case-by-case basis and an ADA Consultation with a State Certified Civil. If Pro Sealed Asphalt, Inc was not the company that provided initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If Pro Sealed Asphalt, Inc is called out because of these additional charges will occur. Line striping is not included in this proposal unless notated in the proposal line-item descriptions.
5. Line paint will be applied only when pavement and ambient temperatures are continuously above 55°F during application, for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times. PSA at its discretion, may also opt to cancel any scheduled projects if feels unsuitable weather conditions exist that would compromise the integrity of the project.
6. Paint used is a DOT approved traffic paint, sprayed in one coat unless different scope is specified above.
7. Price excludes the application of glass beads-this service will be extra.
8. No thermoplastic striping included unless specified in scope of work above.
9. Pricing includes one coat of paint unless something different is specified in scope of work above.

### Asphalt Paving (New Install, Mill & Pave, Overlay, etc)

1. Quarantine Construction Area: It is essential that all vehicles are removed from the area included in the Scope of Work no later than 7:00 am, unless otherwise agreed. Project costs are based on the property being clear of all vehicles, people, and objects. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any vehicles or objects are left in the area included in the Scope of Work, PSA, Inc will not be held responsible for any damage to the vehicles or objects remaining in the area. There will be additional costs if our personnel are unable to access the area included in the Scope of Work. A mobilization fee of \$7,000.00 will be applied if the area included in the Scope of Work is not cleared, or if we are required to mobilize on a day other than the agreed upon start date. Prior to mobilization, PSA, Inc requires 50% of the bid total to cover material costs. A minimum of (4-6) weeks is requested for scheduling. Faster scheduling may be accommodated, at the sole discretion of PSA, Inc., and only as the current workload allows. PSA and any of its sub-contractors



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have no obligation to perform in increments, quantities, or portions of the work that we plan to perform in a single operation; nor shall PSA or its subcontractors have any obligation to perform work in a different sequence than planned by us.

2. PSA's asphalt billing will be invoiced and processed separately from other scopes of work and is due immediately upon completion. Thus, all compensation or draws for asphalt repair or paving will be due upon asphalt completion and the draws will not be dependent on the completion, or billing, of sealcoating, striping, signage, or any other scope of work specified above.
3. Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. It is the responsibility of the owner or contractor to apply and obtain these. PSA is not responsible for providing a QC representative or company. This will be the responsibility of the General Contractor or Owner. PSA is not responsible for any required traffic control (MOT) or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (limerock, crush crete, asphalt millings, dirt etc.) Asphalt takes 20-30 days to fully cure. The customer may see some light peeling during this time.
4. Owner/Management shall make tenants aware of possible dusting/damage to vehicles due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from vehicles. PSA, Inc. is not responsible for damage to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
5. Reflective Cracking: Due to paving on existing surfaces Pro Sealed Asphalt, Inc. and its subcontractors do not accept responsibility for water ponding or reflective cracking of new asphalt. We will also not be responsible for tire tears and the breaking of asphalt at existing transitions and different elevations. This also includes cracking of milled areas reflecting through residual asphalt or base. Drainage is not guaranteed on asphalt patching or asphalt overlays. Saw cutting is not included unless otherwise specifically stated in Scope of Work. PSA, Inc. and its subcontractors are not responsible for the failure of final products due to yielding, uneven base or irregularities in the base. Milling of the asphalt in many cases will not fully cure existing water ponding and may even create new areas of ponding. We will attempt to alleviate as reasonably as possible, however, cannot guaranteed unless base conditions and additional drainage areas are considered. No guarantee of drainage can be given. Mobilization & installation are conditional upon review and acceptance by PSA and its subcontractors of base at the area included in the Scope of Work. Proposed work will be performed & accepted according to industry standards. Client is advised that without a storm water drainage system, water could potentially collect against grass edges. PSA and its subcontractors will reasonably attempt to blend all seams and eliminate standing water as best as possible however, this cannot be guaranteed due to differences in asphalt mix, material laydown, and environmental factors and is considered aesthetic and is not a warrantable item.
6. De-mucking and removal of unsuitable materials is not included. Work is subject to delay, pending vendor availability, material availability; these items will be explained to the customer at pre-construction meeting. Spraying of herbicide or weed killer is not included in this proposal and should be done by others if required.
7. Pre-construction meetings may be required at a minimum of one (1) week prior to scheduled mobilization. The purpose of this meeting is to discuss any of the following: issues we may foresee, any changes to site since date of proposal, Customer issues, possible schedule delays, time frames of closures, etc. Customer shall allow at least (4-6) weeks from deposit payment for mobilization. Mobilization is subject to change based on weather and material availability.
8. Asphalt is flexible payment, please note that minor scuffing may occur on fresh asphalt. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. Crack sealing is not included prior to paving. Please allow at least 24 hours before driving on freshly paved asphalt. We do not recommend sealcoating freshly paved asphalt for at least 6-12 months or longer. If asked to sealcoat freshly paved asphalt sooner than 12 months, or sooner than PSA's recommendation, PSA will be unable to warranty work as it could cause the asphalt to become mushy and unfavorable in areas. Asphalt needs to be allowed to breathe during cure time and materials will oxidize over time. Sealing too early traps the vapors and causes failure in the asphalt.
9. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the Customer to ensure that the areas included in the Scope of Work are surveyed and clearly marked prior to commencement of work. This proposal further assumes there are no buried slabs or other obstacles that may interfere with excavation. If such items are encountered, additional charges may apply. Pricing excludes any testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt leveling, saw cutting, asphalt milling, asphalt removal, maintenance or traffic, temporary/permanent striping, unless otherwise written in the proposal line-item description.
10. No landscaping or sod is included in this proposal. Trucks and equipment will have to enter Project Site through grass/landscaping. Pro Sealed Asphalt and any of its subcontractors are NOT responsible for repair of these areas or any landscaping effected. PSA will reasonably attempt to blend all seams and eliminate standing water as best as possible, however, this cannot be guaranteed due to differences in asphalt mix, material, laydown, and environmental factors and is considered aesthetic and is not a warrantable item.
11. This proposal assumes that concrete/ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalks or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of

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- \$100 per S.F. to repair but we have no obligation to contract or perform such repairs. PSA, Inc. is not responsible for damage to the construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal.
12. ALL REQUIRED ENGINEERING, PERMITS, INSPECTIONS, AND FEES ARE THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR PRIOR TO PRO SEALED ASPHALT, INC. OR ANY OF ITS SUBCONTRACTORS STARTING OR PERFORMING ANY SAID CONSTRUCTION. PRO SEALED ASPHALT, INC IS NOT RESPONSIBLE FOR ANY PERMITS THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
  13. If a tack or prime coat is included in the scope of work or specified by a written contract, a minimum of 2,000 square yards is required when a DOT-calibrated distributor truck is necessary. It should be understood that Pro Sealed Asphalt (PSA) may utilize a pull-behind distributor or apply the coating manually using bucket distribution methods. The choice of method may also be determined by the capabilities of the truck and distributor, but the final decision on the application method will remain at PSA's discretion.
  14. Please be advised that no heavy items or equipment should be placed on freshly paved asphalt. Asphalt requires up to 90 days to fully cure, and during this time, especially in high temperatures, it remains vulnerable to damage. The placement or storage of heavy equipment can lead to surface depressions, tire impressions, or even potholes.
  15. To protect the integrity of the new surface, PSA strongly recommends placing mats or wooden boards under any wheels, racks, or equipment. Avoid allowing heavy loads to remain stationary on the surface--particularly during periods of high heat. This area is intended for normal vehicle or foot traffic only once opened, not for storage or staging of materials or equipment. Please note that PSA does not provide warranty coverage for damage caused by:
    - a) Stationary heavy loads
    - b) Tire tearing due to rotating wheels in place
    - c) Any failure resulting from improper use during the curing period
    - d) Following these guidelines will help ensure the long-term durability of your newly paved surface.

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 ½% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER/CLIENT HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Insurance Certificates and Licenses Provided upon request \*any changes or additions to standard coverage at additional cost. Pro Sealed Asphalt, Inc. and its material suppliers follows Florida Lien procedures as set forth by Florida Statutes Sections 713.001-713.37. A Notice to Owner (NTO) will be filed to ownership within 30 days after first day on job. A lien will be filed if payment is not received after work is completed, excluding any warranty work (if applicable).

Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 4221 Southpoint Blvd, Jacksonville, Fl. 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.

**To accept this quotation, sign here and return: \_\_\_\_\_**  
**Date of Acceptance: \_\_\_\_\_**

# Proposal #3



## Estimate

This is an estimate based on your blueprint or our layout. Once this estimate has been gone over, a proposal will be generated, based on your feedback, timing, and final scope of project, to get the final investment numbers.

<b>Customer name</b>	<b>Prepared by</b>	<b>Date</b>
FSR-Shearwater	Jeff Chambers	11/26/2025
<b>Job address</b>	<b>Billing address</b>	
St. Johns, Florida		
<b>Contact person</b>	<b>Contact email</b>	<b>Contact phone number</b>
Belynda, 904-342-3739		

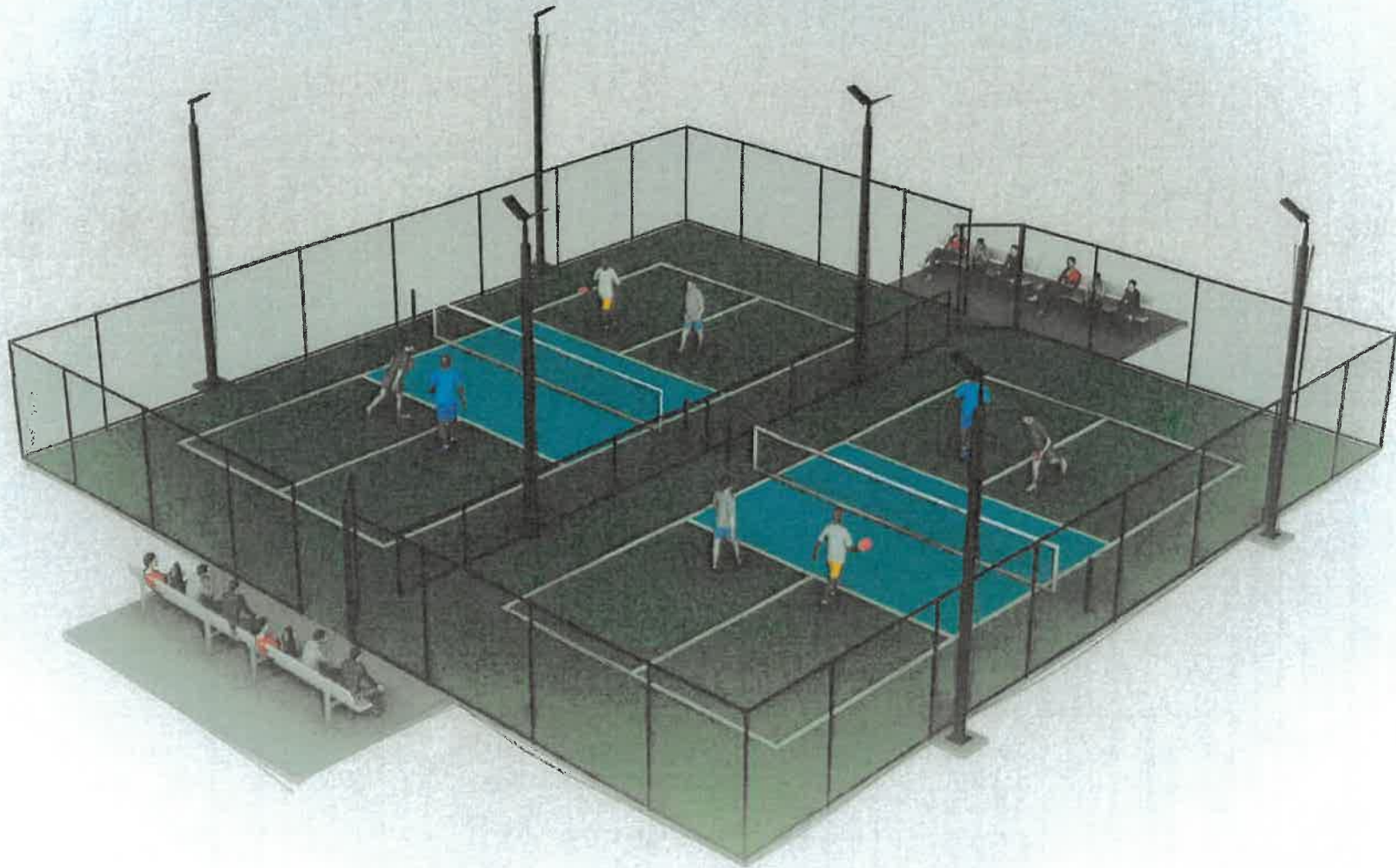
Products and services (prices include installation)	Description of Products or Services	Option	1/2 court basketball	Full court basketball	2 pickleball courts
		Size	30 x 48	68 x 94	60 x 60
		Square footage	1440	6452	3600
<b>Construction</b>					
Permits	By others		na	na	na
Excavation	By others		na	na	na
Concrete logistics					
Embeds (anchors, sleeves, posts)	need for basketball systems and lights, coordinated with us, 1,2,6		na	na	na
Sub base (normally concrete 4")	By others ————— we will supply layout and specifications		na	na	na
Landscaping/grass	By others		na	na	na
Construction coordination					
Retaining wall					
Vapor barrier	By others		na	na	na
<b>Products</b>					
Surface	NO coatings, only painting lines		\$0.00		
Surfacing	NO coatings, only painting lines			\$0.00	
Surfacing	Concrete coatings or modular surfacing, same price initially				\$19,800.00
Transitions or ramp edging					
Line painting	Yes		\$800.00	\$1,200.00	\$1,200.00
Logo					
Basketball system	No adjustable with 4' overhangs, glass backboards, base and pole pads		\$2,950.00	\$5,900.00	
Light system	6 poles, 8 heads (solar lighting)				\$17,000.00
Rebounder					
Fencing	6' perimeter, 4' in middle, black vinyl chain link, direct mounted to top of concrete				\$17,000.00
Bleachers					
Multi Sport Net System					
Pickleball Net System	2 bolt down to top of surface systems				\$1,500.00
Volleyball Net System					
Hockey goals					
Synthetic Turf					
<b>Total products and installation</b>			<b>\$3,550.00</b>	<b>\$7,100.00</b>	<b>\$56,500.00</b>
<b>Total construction</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Freight, delivery, and tax</b>			<b>\$650.36</b>	<b>\$1,300.72</b>	<b>\$7,000.35</b>
<b>Total estimate</b>			<b>\$4,200.36</b>	<b>\$8,400.72</b>	<b>\$63,500.35</b>

Tax will be removed  
if District proceeds  
w/ Contract

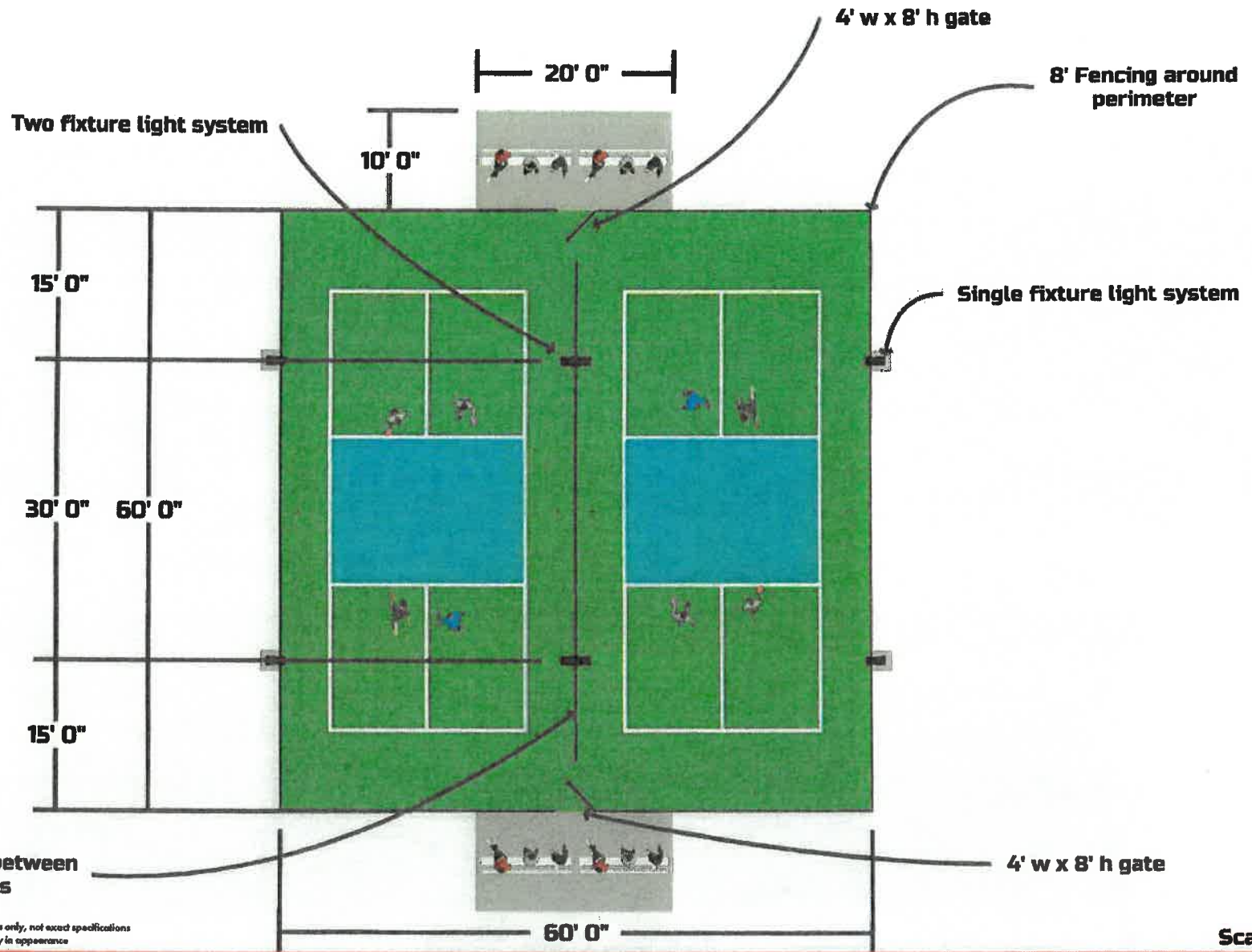
*BB*



**sportscape**  
**FSR-Shearwater Pickleball**  
**Nov 24, 2025**



Conceptual designs are for planning purposes only, not exact specifications.  
Actual size, components, and colors may vary in appearance.



Conceptual designs are for planning purposes only, not exact specifications  
Actual size, components, and colors may vary in appearance

Scale: 1" = 15'

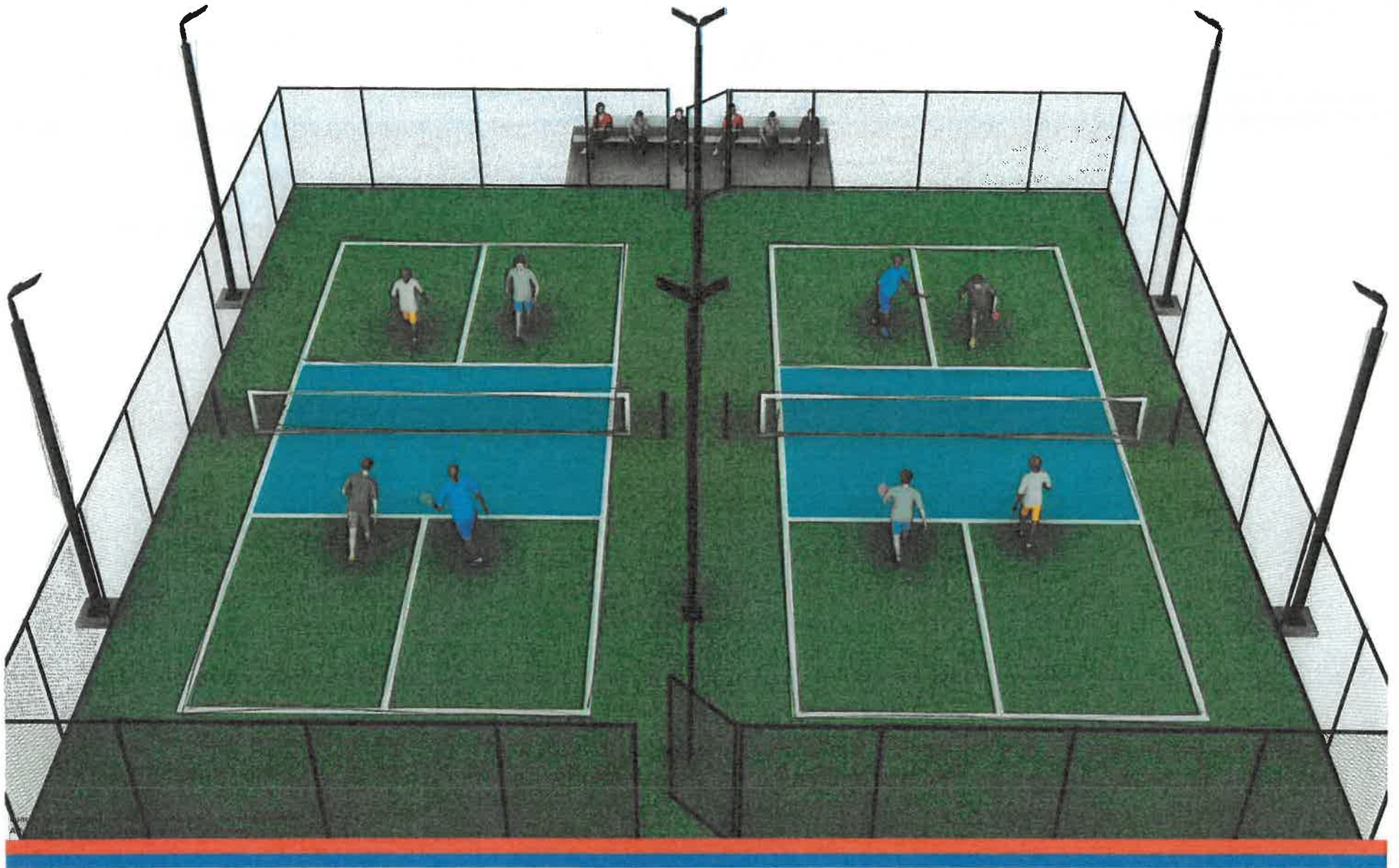


### FSR-Shearwater Pickleball Floorplan

Description	Components
Overall size: 60' x 60'	8' Fencing
Court size: 30' x 60'	4' Fencing
Main court color: Cobalt	4 - Single fixture light systems
Border color: Green	2 - Two fixture light systems
Border size: n/a	
Line color: n/a	
Primary line color: White	
Secondary line color: n/a	
Tertiary line color: n/a	

Version number: 1  
Illustrator: *[Signature]*

Date created: Sep 8, 2025  
Date edited: Nov 24, 2025



**sportscape**

**FSR-Shearwater Pickleball  
3D View 1**

**Date created: Sep 8, 2025  
Date edited: Nov 24, 2025**



Conceptual designs are for planning purposes only, not exact specifications  
Actual size, components, and colors may vary in appearance



**FSR-Shearwater Pickleball  
3D View 2**

**Date created: Sep 8, 2025  
Date edited: Nov 24, 2025**



Conceptual designs are for planning purposes only, not exact specifications  
Actual size, components, and colors may vary in appearance



**FSR-Shearwater Pickleball  
3D View 3**

**Date created: Sep 8, 2025  
Date edited: Nov 24, 2025**



**sportscape**  
**FSR-Shearwater Pickleball**  
**Nov 24, 2025**

## **Why Choose Us?**

### **People**

- We care
- We have certified installers
- We are purpose-driven

### **Products**

- We have the best selection of products
- We have products that are value driven
- We integrate products into packages

### **Packaging**

- We have completed over 2500 commercial projects
- We have completed over 5000 residential projects
- We are a one stop shop

Updated 9.20.24

**SPORTSCAPE BUILDERS**  
Required Concrete Specs Courts

---

**Sub Base:** Soil Compacted.

**Wire or fiber mesh must be used to strengthen the concrete.**

3/8" rebar should be used if backfilling has been done.

---

**Concrete Pad:**

4" of concrete.

3500 P.S.I. mix or more

2" minimum of gravel (number 57's compacted) in northern climates (Florida it is not required)

**Medium broom finish if Sport Court surfaces, Light broom finish if using concrete coatings**

Control joints: Saw cut every 10' or evenly spaced, 1/2" deep

Sloped 1" per 16' (Crowned at the net line, unless otherwise specified.)

A vapor barrier should be put under the concrete if concrete coating is going to be applied.

**Must use reinforced thickened edge (6" deep x 6" in) around the perimeter of the court**

---

**Contractor Must Have:** Insurance

Worker's Compensation

---

**Extras Could Include:** Vapor barrier.  
(On Quote Basis Only)

Major excavation.

Additional dirt.

Removal of dirt.

Additional gravel.

Removal of smaller trees.

Rebar, not mesh reinforcement.

# RED BALL

## Commercial-Grade BASKETBALL SYSTEMS

Pole Mounted Non-Adjustable



### THE **RED BALL** 4872 NON-ADJUST

The Red Ball 4872 Non-Adjustable Basketball System is a long-lasting, workhorse with little to no maintenance needed.

It is the perfect unit for public and competition courts because of the permanent 10' rim height—discouraging horseplay and hanging on the rim.

With a one-piece pole and arm construction, this unit is durable and rock-solid. No actuators and no moving parts.

And with the heavy-duty flex rim and direct-to pole mounting system you get consistent play and great backboard glass protection.

· 72" Glass Backboard

· 6" x 8" pole

· 7 gauge steel

· 48" overhang

· Single piece pole/arm structure

· Anchor bolt leveling adjustment

· Stainless steel hardware

· Standard 10' rim height

Also available and sold separately

· Pole pad (5' three sided pad )

· Backboard Pad    · Anchor Pad

· Actuator Pad        · Installation



#### Rigid One Piece Pole and Neck Design

With the pole and neck welded as one complete unit, the Red Ball Standard systems have reduced sway and vibration for more consistent play.



#### Arena View Glass Backboard

Tempered glass backboard comes with comes with fully supported outer frame eliminating the need for unsightly H-style steel bracing behind the backboard.



#### The Perfect Hoop for Public Courts

With the long 6' overhang this system is one of the safest available. And being non-adjustable with a permanent 10' rim height there is less rim hanging and injury risk.

RED BALL SPORTS

800-858-5446

WWW.REDBALLSPORTS.US

INFO@REDBALLSPORTS.US



# RED BALL



## SPECS

## 4872 NON-ADJUSTABLE BASKETBALL SYSTEM

### DIMENSIONS

**Maximum System Height (top of backboard):**  
12.5 ft  
**Non-Adjustable Rim Height:** 10 ft  
**Total System Weight:** 770 lbs  
**Total Width:** 72"  
**Overhang:** 48"

### SAFETY

#### **COLLEGIATE FLEX RIM**

Spring loaded, flex rim

#### **NO ACUATOR**

Safer play at consistent 10' height, and safer player and fan movement behind the pole.

#### **2" THICK PADDING**

Custom-fitted for pole and base

#### **1" THICK BACKBOARD PAD**

Protects heads for play underneath

### RIGIDITY

#### **7-GAUGE STEEL**

American-made steel

#### **6" X 8" MAIN POLE**

Monster-sized for every type of game

#### **DIRECT-CONNECT RIM**

Attaches directly to welded steel behind backboard

### PLAYABILITY

#### **BACKBOARD**

72" x 42"

½-inch regulation pro-style tempered glass  
Clear-view backboard design

#### **HEAVY DUTY FLEX RIM**

18" Diameter

25.3" Depth (from backboard)

1100 lbs of Torque

### DURABILITY

#### **RUST PREVENTING ALUMINUM CONSTRUCTION**

#### **STAINLESS STEEL**

Rust protection on nuts and bolts (anchor bolts are galvanized.)

#### **ADVANCED ARM ASSEMBLY**

Support bolt fits in reinforced main pole.

#### **CENTER BACKBOARD SUPPORT**

Direct to "arm" mounting for full support behind backboard glass

#### **GLASS PROTECTION FRAME**

2" diecast aluminum backboard frame

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RED BALL

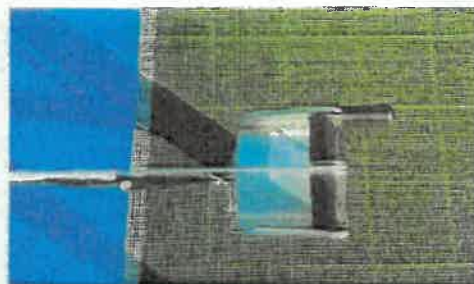
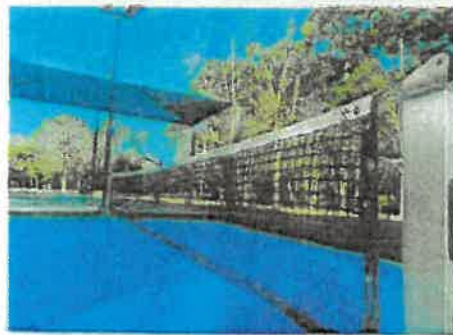
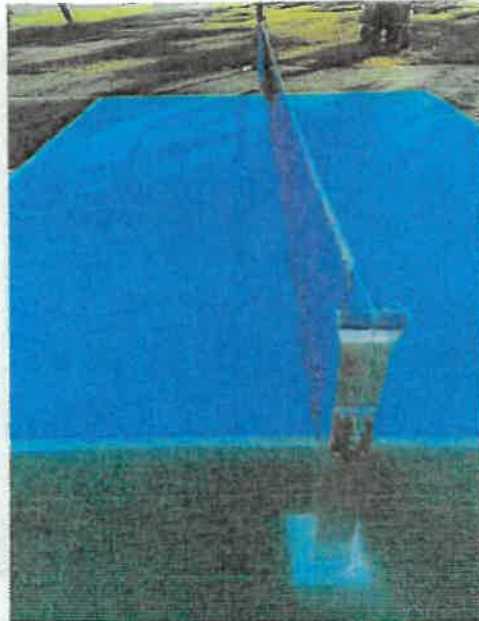
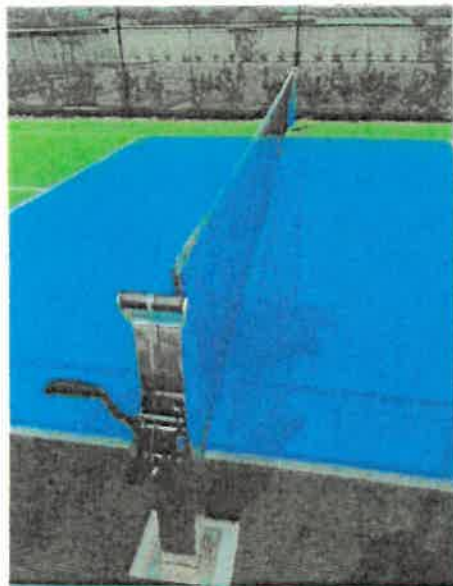


# RED BALL

## PICKLEBALL NET SYSTEM

### Commercial-Grade

High-quality, rustproof aluminum construction for professional look and performance

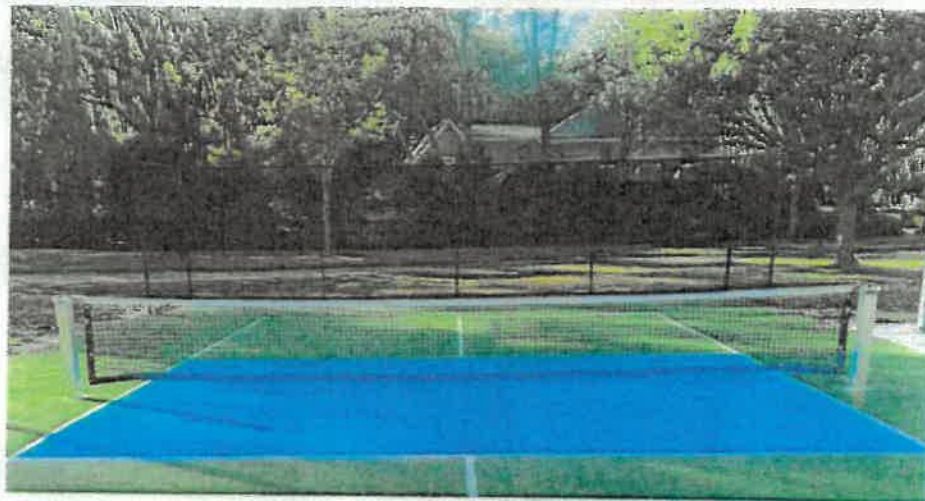


- Regulation Sized Net Included
- Completely Rust Proof
- Stainless steel hardware
- Semi-permanent installation
- No tricky sleeves or core drilling needed
- Lightweight, but as sturdy as steel
- Sleek design and look compared to other Pickle ball net systems
- Meets USAPA regs
- Lifetime Guarantee

**The Red Ball Pickleball Net System** includes two posts, an external winch system and one official pickleball net.

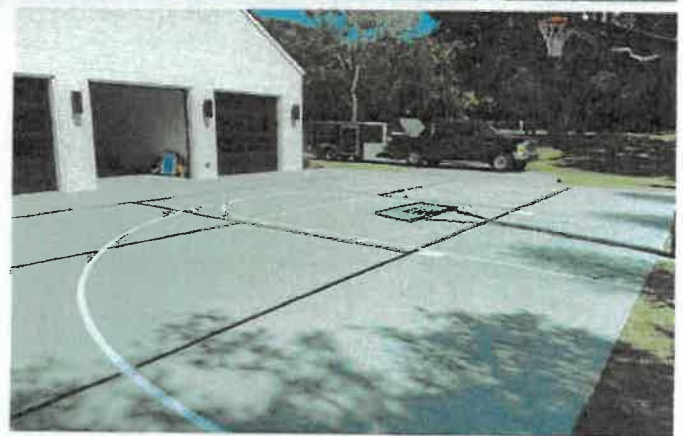
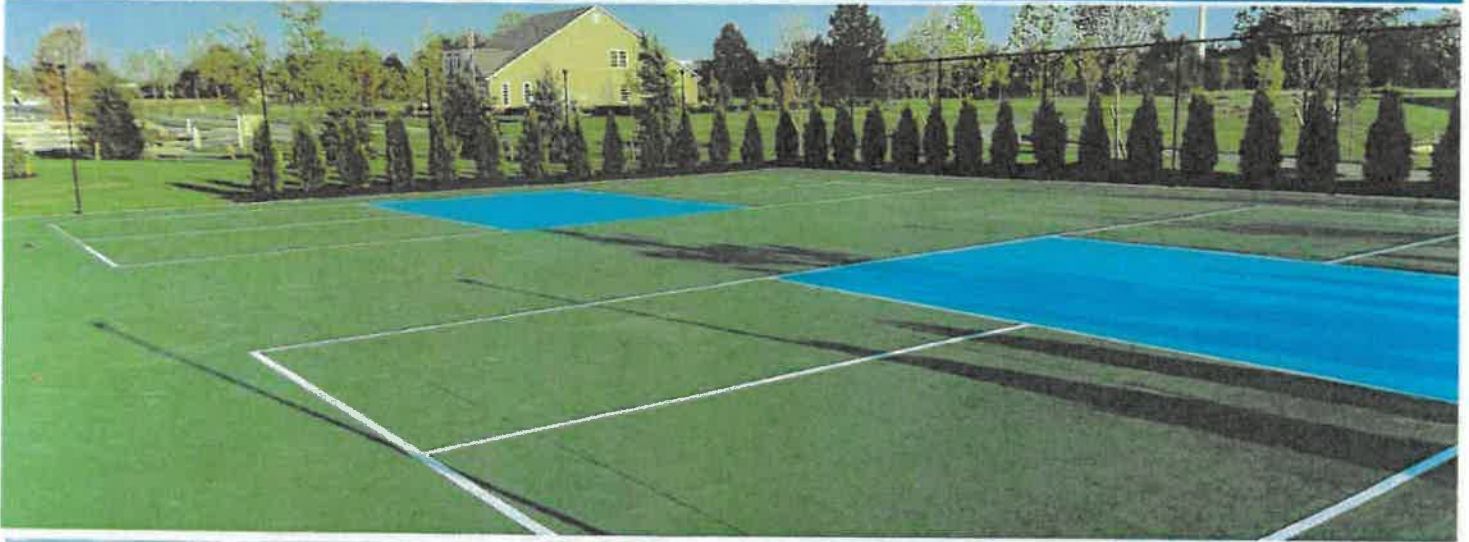
It operates easily by releasing tension on the winch which allows the net to be removed quickly. And the external winch allows for easy net replacement and reduces cable bunching and seizing

With the posts bolted to the surface of your court, this semi-permanent system can be removed by loosening four nuts on the base of each post.



## 200 Series

## Concrete with Colored Coatings



### Key Points:

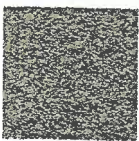
- Gives concrete and asphalt a bright, fun look
- Multi-purpose use
- Cost-effective
- Environmentally friendly coatings
- Good traction
- Quick installation time

### The Low Cost Way to Add Color

SportScape Builders' *Sure Grip* product provides a slip resistant surface that is specifically designed to beautify existing concrete, asphalt, and other surfaces. The 100% acrylic formulation provides increased performance and reduces oxidation and protects the surface below.

**What does that mean for you?**

A beautiful court needing little to no maintenance and long-lasting, vibrant colors. Best of all it comes at an affordable price at under \$4 a square foot.



CAMEL



COBALT



CRIMSON



EMERALD



SMOKE

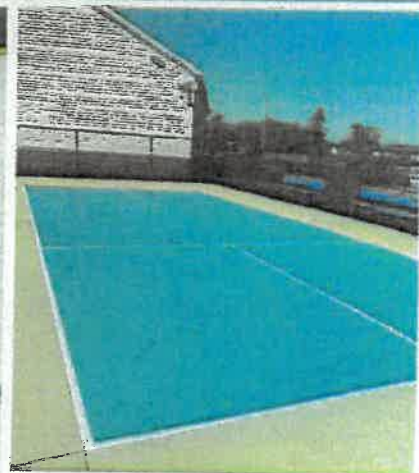
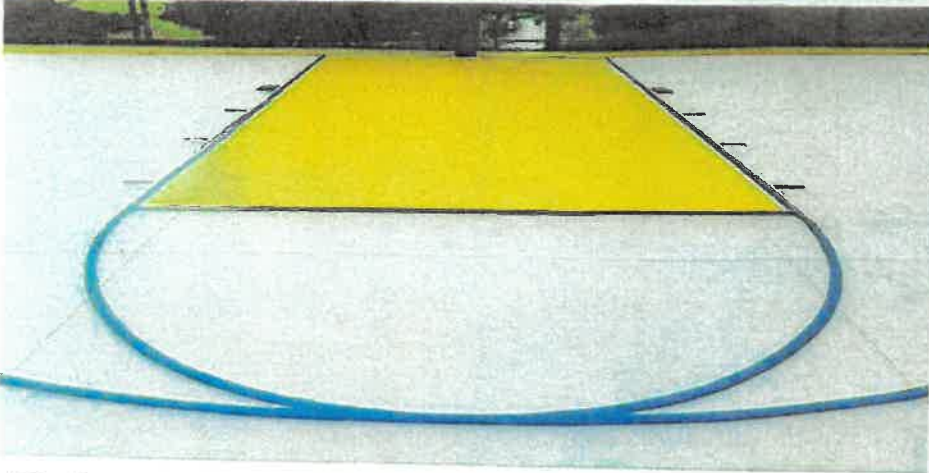


SLATE



JET

## Line Painting



## Bring Your Court to Life With The Help of Experts

**"The lines bring it all together!" is what we often hear from customers at the end of a project. After all, the stripes, no matter what the sport, make or break your court. So be sure to entrust your line painting to the professionals at SportScape Builders.**

**We can help you layout and design your court's lines to incorporate multiple sports, with regulation or modified dimensions, and provide a custom layout for you to fully visualize your court.**

- **Variety of Colors Available**
- **Match or Accent your court colors**
- **Available Custom Line Widths**
- **Provide maximum adhesion**
- **Procedures to ensure years of usage**
- **For professional look & multi-sport options**

# EXHIBIT 4



**May 13, 2026**

**322 Paseo Reyes Drive  
St. Augustine , FL 32095**

**Attn: Belynda Tharpe**

**Re: Controller Split HOA,CDD,360 (Value Engineered)**

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Irrigation Service at **Trout Creek CDD Phase 2**. Specifically, the scope of work shall be as described herein.

**Scope of Work**

**Work items:**

<b>Controller #</b>	<b>Zone #</b>	<b>Description</b>	<b>Qty</b>
1	0	Replace DC latching solenoid.	8
		Hunter BT One Station NODE battery controller.	8
		ACC2	
		expansion module	
		wire	
		junction boxes	8
		30' road bore	

**Total price\* :                      \$15,435 \_\_\_\_\_ Initial**

**Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion be due, in full, within thirty(30) days.

Ruppert Landscape LLC  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ www.ruppertlandscape.com

- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal may be withdrawn if not accepted within 30 days.
- Any damages done to private utilities not marked by miss utility will be the sole responsibility of the owner to repair.
- The Acceptance Signature below gives Ruppert Landscape or their authorized subcontractor permission to proceed with the services described.
- Please note that once repairs are made it is not uncommon to have additional repairs identified.

My contact information is shown below. If you have any questions please contact me.

Thank you.

**Acceptance of Proposal:**

**Belynda Tharpe**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Ruppert Landscape LLC**

**Oscar Miranda Jr.**

**904-312-0382 cell**

**OMirandaJr@ruppertcompanies.com**

Date: \_\_\_\_\_



**May 13, 2026**

**322 Paseo Reyes Drive  
St. Augustine , FL 32095**

**Attn: Jessica Knutelsky**

**Re: Controller split hoa,cdd, clock**

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Irrigation Service at **Trout Creek CDD Phase 2**. Specifically, the scope of work shall be as described herein.

**Scope of Work**

**Work items:**

<b>Controller #</b>	<b>Zone #</b>	<b>Description</b>	<b>Qty</b>
1		ACC2	1
1		expansion module	1
1		wire	1
1		junction boxes	16

**Total price\* :                      \$43,021 \_\_\_\_\_ Initial**

**Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion be due, in full, within thirty(30) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor’s processing of invoices through a third-party servicer, with any such

fees or costs being added to the Owner’s invoice as an additional sum owed to the contractor.

- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal may be withdrawn if not accepted within 30 days.
- Any damages done to private utilities not marked by miss utility will be the sole responsibility of the owner to repair.
- The Acceptance Signature below gives Ruppert Landscape or their authorized subcontractor permission to proceed with the services described.
- Please note that once repairs are made it is not uncommon to have additional repairs identified.

My contact information is shown below. If you have any questions please contact me.

Thank you.

**Acceptance of Proposal:**

**Jessica Knutelsky**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Ruppert Landscape LLC**  
**Oscar Miranda Jr.**  
**904-312-0382 cell**  
**OMirandaJr@ruppertcompanies.com**

Date: \_\_\_\_\_

# EXHIBIT 5

# EXHIBIT 5A



SHEARWATER

# WHO ARE WE?

Sporting Jax Aquatic Club is a competitive swim program based in Jacksonville and part of the broader Sporting Jax organization, dedicated to developing athletes and strengthening community connections. Our program serves swimmers of all ages and abilities, from developmental levels to nationally competitive athletes, with a strong emphasis on technical excellence, teamwork, and character development. Led by experienced coaches and administrators, Sporting Jax Aquatic Club is committed to providing safe, well-structured programming and building strong community partnerships that expand access to high-quality aquatic opportunities.



# WE ARE SPORTING JAX

- Sporting Jax Aquatic Foundation
- Not-for-profit organization
- 200+ swimmers
- 10 USA swimming certified coaches
- Safe sport certifications
- USA swimming Silver Medal Club





**9 TIME GOLD MEDALIST  
CAELEB DRESSEL  
IS A MEMBER OF OUR TEAM**



**CAELEB IS CURRENTLY  
TRAINING FOR  
THE 2028 SUMMER OLYMPICS  
IN  
LOS ANGELES**



Our goal would be to create a developmental and home school swim program partnering with the Shearwater Community

This initial proposal utilizes the facility that is already in place, with no additional investment from the Shearwater Community

Sporting Jax Aquatic Club is assuming the financial and operational risks



We're excited to announce a new partnership with Step Up for Students. This partnership allows families to use their state-approved funds to pay swim fees directly—eliminating the need to wait for reimbursements. With just a few simple clicks through the Step Up portal, families can easily manage their payments.

Our vision is to bridge the gap between summer swim and year-round competitive swimming. Our program would not only help swimmers retain what they learned during summer swim, but also build upon those skills. Swimmers would improve technique and endurance which will help them move toward their individual goals.

Swimmers will be invited to participate in Sporting Jax intrasquad meets (Ping-Pong Meets).

Our coaches will also advise when a swimmer is ready to participate in a USA Swimming Sanctioned Meet (if desired). Typically, there is one USA Swim Sanctioned meet each month hosted in the Jacksonville area (at Bolles, Episcopal, etc) attended by our team. Meet fees are set by the host and USA swimming and would be billed to the families that choose to participate.

If families desire to continue training with Sporting Jax over the summer (in lieu of or in addition to summer swim team), we could accommodate those swimmers in our existing programming at JCP. Or, if there is a strong demand, we are happy to work with Shearwater to schedule summer training around the summer swim team's schedule.

Program would run 8 months per year aligning with the  
traditional school calendar:

Mid Aug-Mid Dec & Early Jan-April

Week off for Spring Break and Thanksgiving Break  
(monthly fees take this into consideration)

We do not want to conflict with Shearwater's summer swim team,  
we are striving to complement it



# SHEARWATER

## Potential Practice Schedule:

4 days a week: Monday through Thursday

Utilizing 4 lanes of the lap pool

Horizon 1 (younger/least experienced).

3:15pm-3:30pm Dryland

3:30pm-4:10 In Water

Horizon 2 (older/more experienced).

4:10pm-5:10pm In Water

5:10pm-5:35pm Dryland



SHEARWATER

Proposed Fee Structure

\$150 annual registration fee

(includes team suit, swim cap, shirt, & car magnet)

\$135 monthly membership fee (8 months)

\$97 Annual USA Swimming fee

(paid directly to USA Swimming)



## Proposed Agreement

Sporting Jax will pay Shearwater a total of \$10,000 upfront in August 2026 - one time payment

Sporting Jax agrees to pay 10% of collected revenue to the CDD. Sporting Jax further agrees to pay to Shearwater 20% of collected monthly membership fee revenue exceeding the initial \$10,000



 SHEARWATER



<u># of Swimmers</u>	<u>Total</u>	<u>10% CDD</u>	<u>20% revenue share after \$10k</u>	<u>\$10k upfront</u>	<u>Total Annual Revenue to Shearwater (year 1).</u>
20	\$24,600	\$2,460	\$2,920	\$10,000	\$15,380
30	\$36,900	\$3,690	\$5,380	\$10,000	\$19,070
40	\$49,200	\$4,920	\$7,840	\$10,000	\$22,760
50	\$61,500	\$6,150	\$10,300	\$10,000	\$26,450



### Additional Notes/Requests

- Sporting Jax is willing to entertain a multiyear agreement
- Sporting Jax gets first right of refusal should any changes be made to pool availability.
- Ability to offer clinics/camps/one-on-ones (scheduled with Shearwater outside of designated practice times) 10% fee to the CDD, remainder would be retained by Sporting Jax to help cover overhead costs.
- If the program is successful, the ability to add a 3<sup>rd</sup> practice time slot from 2pm-3pm (continuing the 10% CDD fee and 20% Shearwater fee)
- We are open to other ways to structure the arrangement but felt this was a creative starting point that would be a low risk for the community as we start our partnership together

In order for our club to break even, we would need 30 residential swimmers  
to sign up

To create a financially sustainable program, the goal would be 40-50  
swimmers

If we were not able to initially register 30 residential swimmers, we would  
ask the CDD consider opening up to non-residents at a higher monthly fee  
(\$150/month)

If the CDD is open to non-residents participating, Sporting Jax would give  
all Shearwater families priority, and then open registration to non-residents  
two weeks prior to start of the program



*Questions?*



# EXHIBIT 5B

PARTNERSHIP PROPOSAL

# SwimRise Aquatics

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*A Year-Round Aquatic Programming Partnership  
for the Shearwater Community*



Prepared for the Shearwater HOA / District

Submitted by SwimRise Aquatics

# A Partnership for Year-Round Aquatic Excellence

SwimRise Aquatics proposes a formal partnership with the Shearwater community to deliver professional, year-round aquatic programming at the Shearwater Community Pool.

*Our mission is to enhance water safety, advance swimmer development, and strengthen community engagement through structured, inclusive, and professionally managed swim programs.*



## Water Safety

Professional instruction grounded in nationally recognized safety standards.



## Skill Development

A clear pathway from first lesson to elite-level competitive swimming.



## Community Engagement

Inclusive programming designed for all ages and ability levels.

# Proposed Schedule & Shared Access



LOCATION

Shearwater Community Pool

## SWIM TEAM

Homeschool Program

M / W / F

10:00 – 11:30 AM

Afterschool Program

Mon – Fri

3:30 – 7:00 PM

## LESSONS

Weekday Lessons


Mon – Fri

9:00 AM – 12:00 PM

Weekend Lessons

Saturday

9:00 AM – 12:00 PM

 *Shared Access Commitment — One lane will remain open at all times during programming for resident lap swimmers.*

# A Complete Spectrum of Aquatic Services



## Competitive Swim Team

- Year-round training program
- Certified USA Swimming coaches
- Athlete development from beginner to elite level



## Learn-to-Swim Program

- Beginner through advanced instruction
- Strong focus on water safety
- Confidence-building progression



## Adaptive Aquatics

- Specialized lessons for individuals of all abilities
- Instructors with adaptive training certifications
- Inclusive, supportive environment



## Stroke Lessons (Competitive)

- Detailed stroke analysis and refinement
- Video analysis for technical feedback
- Targeted improvement for racing performance

# Built on a Foundation of Trust and Compliance



Safety First.  
Always.

*Every coach, every swimmer, and every session is backed by professional certification and full insurance coverage.*



USA Swimming  
Certified

All coaches hold current USA Swimming certifications + CPR/AED Certifications



Background Checked

All staff complete background checks and SafeSport compliance.



Insured Participants

Every enrolled swimmer is insured through USA Swimming.



Liability Coverage

Additional liability insurance is carried by SwimRise Aquatics.

# An Established Relationship with Shearwater

SwimRise Aquatics is already a proud sponsor of the Shearwater Sharks summer team and has provided dedicated coaching support throughout the season.

*This existing relationship establishes a seamless year-round pathway for Shearwater swimmers to continue their development beyond the summer season.*



## THE SWIMMER PATHWAY

### Summer

1

Shearwater Sharks

Seasonal team participation

### Year-Round

2

SwimRise Programs

Continuous skill development

### Long-Term

3

Competitive & Elite

USA Swimming athlete pathway

# Inclusive Aquatics for Every Swimmer by The We Rise Foundation



## OUR MISSION

*Providing inclusive swimming programs that create opportunity, foster independence, and build lifelong skills for swimmers of all abilities.*



### Equitable Inclusion

Programming designed for swimmers of varying abilities, with thoughtful accommodations.



### Water Safety Education

Outreach and instruction that bring water safety to vulnerable and underserved communities.



### Lasting Impact

Building character, connection, and confidence that extend beyond the pool.

# Lasting Value for Shearwater Residents



## Year-Round Development

Continuous swimmer growth and progression beyond the summer season.



## Enhanced Water Safety

Professional instruction that strengthens safety across the community.



## Convenience at Home

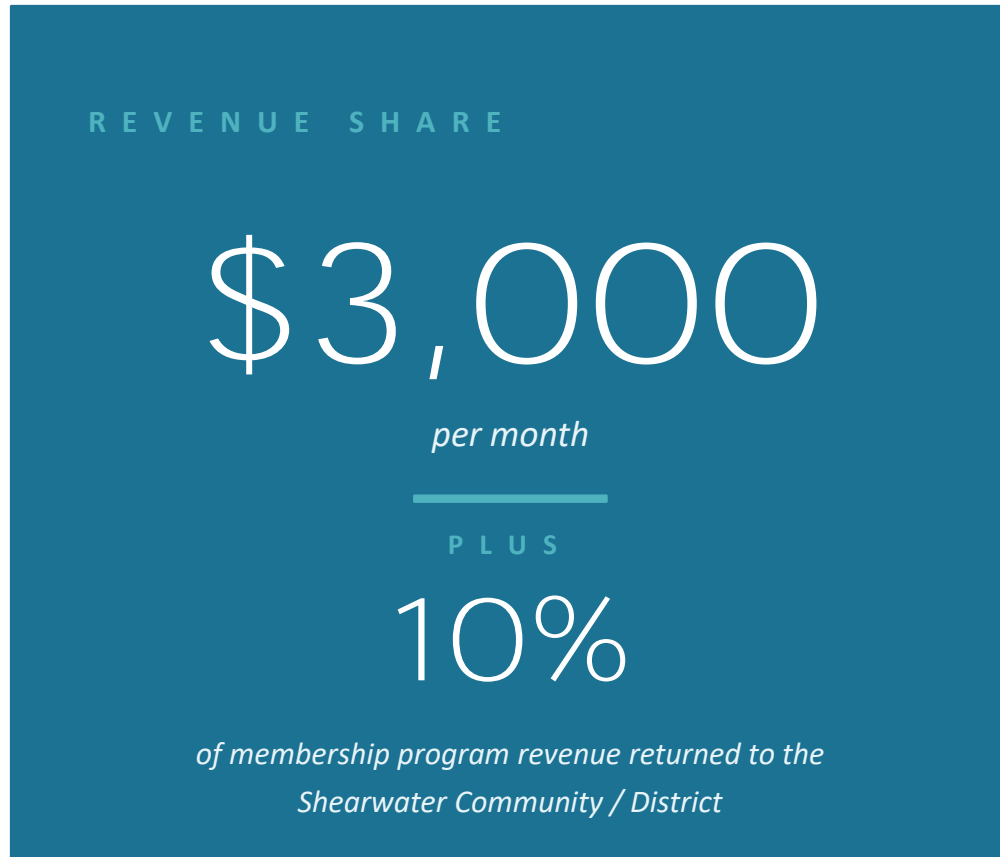
High-quality programming delivered within the neighborhood.



## All Ages, All Abilities

Inclusive offerings that serve every resident and skill level.

# A Simple, Transparent Partnership Model



## Full Operational Management

*SwimRise Aquatics manages every aspect of program delivery, ensuring zero administrative burden on the community.*

- ✓ Registration  
All swimmer registration and enrollment management
- ✓ Staffing  
Coach hiring, certification tracking, and supervision
- ✓ Scheduling  
Practice schedules, lesson coordination, and pool time
- ✓ Operations  
Insurance, billing, communications, and program logistics

# Investing in Long-Term Community Value

*SwimRise Aquatics is committed to supporting future facility improvements that enhance safety, expand programming, and create lasting value for residents.*



## Pool Deck Lighting

Collaborative funding for pool deck lighting improvements to enable safe, effective use of the facility during evening hours.

- ✓ Extended evening usability
- ✓ Improved visibility and safety
- ✓ Increased long-term facility value



## Competition Starting Blocks

Installation of two starting blocks to support practice starts and competitive training, with potential collaboration with Beachside High School for shared use.

- ✓ Supports competitive practice starts
- ✓ Enables training at race standard
- ✓ Potential partnership with Beachside HS

*We are committed to working collaboratively with the HOA / district and approved vendors to ensure all improvements meet community standards.*

ADDITIONAL OPPORTUNITIES

# Expanding the Partnership Together

*Beyond core programming, SwimRise Aquatics offers a range of additional collaboration opportunities to enrich life in Shearwater.*



## Summer Camps & Clinics

Seasonal swim camps and skill-focused clinics designed to keep swimmers engaged through every break.



## Technique Workshops

Specialty training sessions covering stroke mechanics, race strategy, and individual skill refinement.



## Community Events

Aquatic programming support for community events, swim meets, and resident-focused activities.

I N C L O S I N G

# A Lasting Partnership for Shearwater.

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*SwimRise Aquatics is committed to building a strong, long-term partnership with the Shearwater community — providing a safe, inclusive, and high-quality aquatic environment that contributes to the growth and value of the neighborhood.*

Thank you for your consideration.

We look forward to the opportunity to work together.

