

CONTRACT AGREEMENT

The Contract Agreement ("Agreement") is entered into on this 9th day of June 2026, by and between:

Break-N-Ground LLC ("Contractor")

And

City of Chipley ("City")

1. Scope of Work

Contractor agrees to furnish all labor, supervision, equipment, and incidental materials necessary to perform the following work (see attached for breakdown):

Project Name: Shivers Park Pickleball

Project Location: 757 4th Street, Chipley, Florida

The Contractor's scope of work is defined as:

- Construction Layout
- Grade Smooth (exclude seeding)
- Earthwork
- 6' W sidewalk 230 linear feet minimum 2" compaction
- (29'x20') 2" compacted asphalt for parking area
- 2" Asphalt pavement court surface for 3 courts each 20'Wx44'L
- 2 Coats acrylic surfacing and court striping
- 7' Black vinyl coated chain link fence
- Gate
- Provide and install net assembly
- 10" Limerock base Extend 1' outside of court area LBR 100 minimum
- Density testing PER ASTM D6938-17a (Two test per lift of import fill and base material)

Any work outside the scope described above shall require written authorization and may constitute a change order subject to additional compensation.

2. Contract Sum

City agrees to pay Contractor the total lump sum of \$116,569.00 for completion of the work described herein, subject to approved additions or deductions by written change order.

3. Term of Contract

Once the city issues the Notice to Proceed the contractor will have 120 days to complete the project.

4. Payment Terms

Payment shall be made by the City to the Contractor within forty-five (45) days of invoice submission unless otherwise agreed to in writing.

5. Schedule and Performance

Contractor agrees to perform the work in a timely and workmanlike manner consistent with industry standards and in coordination with the project schedule provided by City.

City shall provide reasonable access to the project site and shall ensure that preceding work necessary for Contractor's performance is complete prior to mobilization.

6. Change Orders

Any alteration or deviation from the scope of work involving additional costs shall be executed only upon written change order signed by both parties. Contractor shall not be obligated to perform additional work without written authorization.

7. Insurance and Compliance

Contractor shall maintain commercially reasonable insurance coverage, including workers' compensation and general liability insurance, as required by applicable law.

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and safety requirements relating to the work.

8. Independent Contractor

Contractor is and shall remain an independent contractor and not an employee, partner, or agent of the City.

9. Default

If either party materially breaches this Agreement and fails to cure such breach within a reasonable period after written notice, the non-breaching party may pursue any remedies available under applicable law.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, or understandings, whether oral or written.

Any modifications to this Agreement must be in writing and signed by both parties.

11. Attorneys' fees and Costs.

In the event of any dispute, enforcement action(s), or litigation arising out of or related to this Agreement or the Project, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred, pre-suit, during litigation, through trial, through appeal(s), and any post-judgment **action(s).**

a. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

CITY:

By: _____

Name: Tracy L. Andrews

Title: Mayor

Date: June 9, 2026

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____