



INNOVATIVE SPORT SURFACING CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is made and entered into on the 6/02/2025 by and between:

Owner:

Name: Willowick Recreation Dept. - Manry Park
Address: 30100 Arnold Rd, Willowick OH 44095
Phone Number: 440-479-2633
Email Address: jkless@cityofwillowick.com

AND

Contractor:

Name: Innovative Sport Surfacing
Address: 8425 Station St. Mentor, Ohio 44060
Phone Number: 440-205-0875
Email Address: nick@innovativesportsurfacing.com

The Owner and Contractor are collectively referred to as the "Parties" and agree as follows:

1. Scope of Work

The Contractor agrees to furnish all labor, materials, tools, equipment, and services necessary to complete the construction of 2 Existing Pickleball Courts: Fix Cracks and Resurface - Colors are Blue Kitchen and Volley, Medium Green outer and White Court Lines

- 1.) Court Patch Repair with cracks throughout surfacing
- 2.) 1 Coat of Acrylic Resurfacer
- 3.) 2 Coats of Acrylic Color located at 30100 Arnold Rd, Willowick OH 44095 (the "Project"). The Work shall be performed according to the following specifications and plans attached to this Contract as **Exhibit A**

The Contractor shall comply with all applicable federal, state, and local laws, including but not

2. Contract Price

The Owner agrees to pay the Contractor a total of \$20,000.00 (the "Contract Price") for the satisfactory completion of the Work as described in this Contract. The Contract Price may be adjusted for unknown factors by agreement of the parties and/or signed change orders.

Payment Schedule

Payment shall be made according to the following schedule:

- 70% Deposit (\$14,000.00) upon execution of this Contract.
- 30% Final Balance (\$6,000.00) upon completion of Project

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- Final payment of ~~\$\$\$~~6,000.00 upon satisfactory completion of the Project and final inspection approval, to be paid within 30 days of final inspection.

3. Time of Completion

The Contractor agrees to commence work no later than 7/28/2025 and complete the work in approximately 4—— days, unless delays are caused by weather, acts of God, changes in scope, lack of availability of materials or other conditions beyond the Contractor's control.

4. Change Orders

Any alterations or deviations from the plans, including extra costs for materials or labor, must be documented in a written change order signed by both Parties before the changes are made.

The change order will include:

- A detailed description of the changes.
- Any additional costs or savings.
- Any changes to the completion schedule.

5. Permits and Inspections

The Contractor shall be responsible for obtaining all necessary building permits, licenses, and approvals required by law to complete the Project. The Contractor shall coordinate and schedule any required inspections by local authorities and ensure that the Work conforms to local building codes and ordinances.

6. Insurance and Bonding

The Contractor shall maintain, during the term of this Contract, the following insurance policies:

- **General Liability Insurance** with limits of no less than \$[Amount] per occurrence for bodily injury, personal injury, and property damage.
- **Workers' Compensation Insurance** in compliance with the laws of the State of _____, covering all employees engaged in the Work.
- **Performance Bond** (if applicable), ensuring completion of the Project in compliance with this Contract.

7. Warranties

The Contractor warrants that all Work will be performed in a professional, workmanlike manner and will be free from defects for a period of **One Year (1)** after the Project's completion. All associated warranties for materials are those of the manufacturer and not provided for by Innovative Sport Surfacing, LLC.

The Contractor shall repair any defects in materials or workmanship at no additional cost to the Owner during this period, provided the issue is covered under warranty from the contractor and/or the manufacturer of the products. Any workmanship issues will be repaired at no additional cost during the One Year Period from date of completion. Any material/product repair shall be covered so long as the manufacturer's warranty is applicable.

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8. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the Work, provided that such claims, damages, or losses are caused in whole or in part by the Contractor's negligence or failure to comply with the terms of this Contract.

9. Termination

The Owner may terminate this Contract for cause if the Contractor:

- Fails to perform the Work as required.
- Becomes insolvent or declares bankruptcy.
- Fails to obtain or maintain required insurance or bonding.

In the event of termination, the Contractor shall be compensated for all work satisfactorily completed to the date of termination based upon the percentage of completion.

10. Dispute Resolution

In the event of a dispute, the Parties agree to submit the dispute to mediation in accordance with the rules of the **American Arbitration Association**(AAA) before resorting to legal action. Any legal action arising out of this Contract shall be brought in the appropriate court after submitting the dispute for arbitration.

11. Compliance with Ohio Law

The construction and enforceability of this Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

12. Notices

All notices required or permitted under this Contract shall be in writing and delivered to the Parties at the addresses provided above, either via electronic mail, by hand delivery of said notice to an authorized representative of either party, by certified mail at the address listed on page one of this contract, or by courier service.

13. Entire Agreement

This Contract, including the Exhibits and any attached documents, constitutes the entire agreement between the Parties and supersedes all prior discussions, agreements, or understandings related to the Project. No modification or amendment of this Contract shall be valid unless in writing and signed by both Parties.

14. Severability

If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

15. Assignment

Neither Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party.

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16. Terms and Conditions

This Contract is subject to the attached signed terms and conditions.

17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first above written.

[Owner's Authorized Representative]

Date

Nicholas Stockdale

6/02/2025

[Contractor's Authorized Representative]

Date

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Exhibit A - Specifications and Plans

[Attach all relevant plans and specifications for the construction project.]

Initials _____