

PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement ("Agreement") is entered into on June 20, 2025, by and between Heatherwood Construction Company ("Contractor"), 8880 Terrene Court, Bonita Springs, FL 34135, License #: CGC055863, and the Worthington Country Club ("Owner"), 13550 Worthington Way, Bonita Springs, FL 34135

This Agreement shall constitute authorization by Owner for Contractor to proceed with the pre-construction services set forth below as to the following project: Pool Cabana, parking lot and sport court renovations (the "Project"). The Project consists of: Pool Cabana renovation and expansion, the removal and replacement of the clubhouse parking lot and the removal and replacement of the sports courts as identified by the architect and the Owner.

The scope of pre-construction services to be provided by Contractor as to the Project pursuant to this Agreement solely includes the following:

1. Preliminary evaluation of the construction schedule and Owner's construction budgetary requirements as to the Project, upon receipt of same from Owner;
2. Assist Owner in the development of a conceptual budget and a CPM construction schedule for the Project with the assistance of Owner's architect, engineer and/or consultants. Owner shall be responsible to coordinate any and all meetings requested by Contractor to discuss with Owner and its architect(s), engineer(s) and/or consultants such matters as procedures, progress, site logistics, cost estimating, budget, value management, long-lead procurement, bidding process, and schedule for construction;
3. Assist Owner in obtaining building permits for the Project once all plans, specifications, drawings and other permitting documents are completed by Owner and/or its architect(s), engineer(s) and consultants;
4. Based upon the plans, specifications and drawings provided by Owner to Contractor, provide recommendations to Owner as to constructability; availability of materials and labor; time requirements for procurement, installation and construction; long-lead items; and factors related to construction cost including costs of alternative designs or materials and possible value engineering efforts to meet Owner's budgetary requirements, for Owner's review and approval; and

The Contractor shall receive compensation from Owner for the above pre-construction services in the amount of the \$12,000.

Contractor shall not be required to perform any additional pre-construction services as to the Project unless the parties enter into a written change order summarizing the additional services to be performed by Contractor and the amount to be paid to Contractor by Owner for such services. The amount of any such agreed-upon additional services performed by Contractor as to the Project shall be paid by Owner immediately upon completion of such additional services.

Notwithstanding anything in this Agreement to the contrary, Contractor shall also not be required by this Agreement to: (i) perform any construction work at the Project, or perform any architecture, engineering, interior decorating or similar services for the Project; or (ii) ascertain that any drawings, plans or specifications pertaining to the Project are in accordance with applicable laws, statutes,

ordinances, codes, rules and regulations, or lawful orders of public authorities. Contractor is solely performing the pre-construction services provided herein, and shall not be considered a design professional. Owner and Owner's architect(s), engineer(s) and consultants shall be solely responsible for the above.

Upon a mutually agreeable pre-construction period, the parties may agree to move forward with construction based upon a mutually agreeable contract price and terms which will be set forth in a separate agreement.

The parties shall be entitled to terminate this Agreement for cause, convenience or for no reason at all upon providing the other party with five (5) days' written notice (without timely cure in the event of a termination for cause). In the case of termination of this Agreement for any reason whatsoever, Contractor shall be entitled to receive from Owner payment for all pre-construction services performed by Contractor prior to the date of termination.

Both Parties shall indemnify, defend and hold harmless the other Party and its shareholders, officers, directors, employees, agents, subsidiaries, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs incurred by Indemnified Party (collectively, "Losses"), from any claim of a third party or Indemnified Party arising out of the Indemnifying Party's negligence, willful misconduct or breach of this Agreement, and breach of representations and warranties.

During the term of this Agreement, Contractor shall, at its own expense, maintain and carry insurance in full force and effect, that includes, but is not limited to Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Workers Compensation insurance with statutory limits under the laws of the state where the work may be performed, or \$1,000,000 if no statutory requirement; Automobile Liability insurance with limits no less than \$1,000,000 per occurrence; and Umbrella insurance in excess and no less broad than the liability coverages required herein.

Upon Owner's request, Contractor shall provide Owner with a certificate of insurance from Contractor's insurer evidencing the insurance coverage specified in this Agreement. All insurance required shall (1) contain a waiver of subrogation, where permitted by law and (2) provide that such insurance is primary, non-contributory, and not excess coverage to that of the Owner. If Contractor maintains higher limits than the minimums limits required herein; Owner shall be entitled to the higher limits. Additionally, Commercial General Liability, Automobile Liability and Umbrella/Excess Liability shall name Owner as an additional insured, or equivalent.

This Agreement represents the entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral, concerning such subject matter. This Agreement may not be assigned, and the terms herein may not be modified, amended or waived, except by written agreement executed by all parties hereto. In the event any ambiguity or question of intent or interpretation arises with respect to this Agreement or any of its terms or conditions, the parties agree that the Agreement and its terms and conditions shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof will arise favoring any party by virtue of the authorship of any of the

provisions of this Agreement or by virtue of such party drafting or providing the draft of this Agreement. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY LITIGATION IN ANY COURT ARISING OUT OF OR RELATED TO THE AGREEMENT, OR THE VALIDITY, PROTECTION, INTERPRETATION OR ENFORCEMENT THEREOF. THIS WAIVER IS INFORMED AND FREELY MADE. THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN COLLIER COUNTY, FLORIDA FOR ANY ACTIONS, SUITS, CONTROVERSIES OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TERMS HEREOF. The prevailing party in any action brought pursuant to the terms of this Agreement or arising out of or relating in any way to this Agreement or the pre-construction services to be performed hereunder shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including, but not limited to, attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs and the amounts to be awarded, all through any level of appeal. This Agreement may be signed in counterparts by the parties, each of which shall be deemed an original and all of which together shall constitute one and same instrument. This Agreement may be executed by signatures provided by facsimile or e-mail, and such signatures shall be as binding and effective as original signatures.

To the extent applicable, the following disclosures are included in this Agreement:

Chapter 558 Disclosure. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. CHAPTER 558 NOTICE OF CLAIM -- CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.**

Section 489.1425 Disclosure. **PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industry Licensing Board, 2601 Blairstone Road, Tallahassee, Florida 32399-1039, Telephone: 850-487-1395.**

Chapter 713 Disclosure. **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT,**

EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Owner:

By: _____ Its: _____ Date: _____

Contractor:

By: _____ Its: _____ Date: _____