

RESOLUTION NO. 2021 - 2751

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING DIAMOND BRITE POOL RESURFACING WORK FOR THE TOWN'S COMMUNITY CENTER MAIN POOL AND SPA FROM ALL FLORIDA DISTRIBUTORS, INC. D/B/A ALL FLORIDA POOLS & SPA CENTER; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town") is in need of Diamond Brite pool resurfacing and maintenance work for the Town's Community Center Main Pool and Spa (the "Work"); and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town's Code, public works or utilities maintenance and repair work for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town solicited three (3) quotes for the Work and received the lowest quote from All Florida Distributors, Inc. d/b/a All Florida Pools & Spa Center ("Vendor"), which Proposal is attached hereto as Exhibit "A" at a cost of \$45,650.00 ("Proposal"); and

WHEREAS, the Town Commission wishes to approve and authorize the Work pursuant to the Vendor's Proposal, and authorize the Town Manager to enter into a Purchase Order and/or other agreement with the Vendor, in substantially the form as the Proposal attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that the Work and the engagement of the Vendor is in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Work Approved; Exemption from Competitive Bidding. The Work as set forth in the Proposal in the amount of \$45,650.00 from the Vendor is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)(f) of the Town's Code, the Work is exempt from competitive bidding. The Proposal, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is authorized to execute a Purchase Order and/or other agreement for the Work in substantially the form of the Proposal attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Work and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of January, 2021.

Motion By: Commissioner Kesl
Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>Yes</u>
Commissioner Eliana R. Salzhauer	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>



Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Exhibit "A"

(Proposal from All Florida Distributors, Inc. d/b/a All Florida Pools & Spa Center)



Licensed & Insured
State: CPC 024450



Keeping Customers Happy For Over 50 Years

Miami Dade Office & Showroom: 11720 Biscayne Boulevard, North Miami, Florida 33181 | Phone: (305) 893-4036 | Fax: (305) 895-4557
Broward Office: 12555 Orange Dr. Ste. #107, Davie, FL 33330 | Phone: (954) 446-6838
www.allfloridapool.com | service@allfloridapool.com

Attn: Elizabeth

CONTRACT

Date: 10-13-20

Property Owner

Name Surfside Community Center

Address 9301 Collins Ave.

City, Zip Surfside Fla. 33154

PHONE #

(H) _____ (O) _____
(C) (305) 606-0452 Fax _____

E-mail _____

Job Site

Address _____

City _____

Size of Pool 355'

Spa Yes

Special Instructions _____

All Florida Pool & Spa Center will be responsible for the following checked items:

- Emptying of the pool/spa water using our submersible pumps.
- Sandblast pool/spa walls and floor – sandblasting is needed to remove old painted surfaces. We will spread the sand on the premises unless otherwise noted. Remarks: _____
- Soundproof Pool/Spa – chipping out all loose and hollow areas to allow for a solid application of new pool surface. Up to 10% of surface area included in price.
- Acid Wash Pool/Spa – Acid washing is needed to clean and etch pool surface.
- Multicoat bonding applied as a preparation to resurfacing pool/spa. This step insures a good bond of the new surface to the existing structure and prevents delamination.
- Pool, Spa to be resurfaced using Exposed Aggregate Premium Surface
Type: Diamond Brite Color: CoolBlue New surface is applied with the steel trowel method to insure smoothness and consistency. Exposed Aggregate and some premium surfaces are slightly rougher and have shade variations, but are much more durable and long lasting. All Florida Pool & Spa Center and the material manufacturer guarantees new pool surface application for 10 years material 5 years labor (residential) and 5 years material and labor (commercial). The guarantee is for delaminations and does not include cracks or stains. Stains can be caused by improper water balance. Material included from standard color selection. Guarantee is not transferable.
Remarks: _____
- Tile – a new _____ inch tile line will be installed around the interior perimeter of the pool/spa. Tile included from our wide standard selection.
Remarks: Supply And Install 2"x2" Tiles For All Swim Lanes And Shallow End Steps: None Skid
- Brick & Coping – The existing coping will be taken off and hauled away. The bricks will be installed perpendicular to the pool. Bricks included unless noted.
Remarks: _____
- Decking – _____
- Piping - All piping work is done with schedule 40 P.V.C. All below-ground plumbing is guaranteed for 1 year.

- Complete balancing of new water with: 1. Chlorine 2. Sequestering Agent 3. Balance pH 4. Balance Stabilizer 5. Balance Total Alkalinity 6. Balance Calcium Hardness. (New water prefiltered to minimize initial mineral staining.)
- Other Work, Materials, or Equipment: _____

Terms of Payment: 50% deposit upon signing contract.

Deposit due upon signing contract	50% = \$ <u>22,825.00</u>	Sub Total \$ <u>45,650.00</u>
Due upon Bonding	25% = \$ <u>11,412.00</u>	Tax \$ _____
Due upon Diamond Brite	20% = \$ <u>9,130.00</u>	Total \$ <u>45,650.00</u>
Balance (due upon initial water chemistry balance)	5% = \$ <u>2,283.00</u>	COST OF PERMITS OR PLANS EXTRA Electrical Not Included.

ACCEPTANCE OF PROPOSAL – The prices and conditions set forth on front and back of this contract are hereby accepted.

Date of Acceptance: _____ I have received page 2 _____
Property Owner

All Florida Pool & Spa Center Representative _____
Buyer acknowledges that he/she has read and received a complete legible copy of this contract including terms and conditions contained therein.
Property Owner

ADDITIONAL TERMS AND PROVISIONS

1. Guarantee – All Florida Pool & Spa Center (AFPSC) surface, for delaminations, flaking off or peeling. The guarantee does not include cracks, stains, etching or spotting, as these can be caused by many conditions beyond our control. Proper water chemistry must be maintained with accepted industry standards. Warranty is not transferable.
2. Customer shall be responsible for keeping its employees, family, agents, guests and pets away from the pool location during period when work begins until the work is complete. Homeowner is responsible to leave pool lights, motors, etc. off during course of work and to secure the work area.
3. Adequate electric and water must be supplied by owner for AFPSC to accomplish its work.
4. This contract is considered as binding under Florida Law once signed by both parties. Cancellation will be considered a breach of contract. Warranties on the pool finish shall go into effect upon receipt of final payment by the customer. All Florida Pool warranties the Exposed Aggregate Material for ten (10) years (residential) five (5) years (commercial) AFPSC warranties labor for five (5) years respectively.
5. Additional scopes of work carries a 1 year warranty.
6. Electrical work is not included unless specified on the front of this Contract.
7. Removal of tile (if in the scope of work) is considered one layer only. Should other layers be encountered, then the price of the extra removal time plus materials will be billed as an extra cost to the contract price.
8. Structural cracks or problems caused by structural cracks in decks, walls, retaining walls, deck toppings or pool surface are not guaranteed. Deck toppings are not guaranteed against discoloration, staining, normal settling or expansion cracking, or checking. Repairs to pool structure warranted for one (1) year material and labor.
9. Pool finishes are not guaranteed against discoloration or staining since such discoloration generally results from local water conditions, improper use of chemicals, or improper pool maintenance. AFPSC assumes no liability for variation in color or mottling that may occur in the pool finish. Due to the raw products used to produce these materials, slight shaded differences are considered normal. Some cement cream spots or streaks may also be present upon completion. These marks should not be considered imperfections and usually dissipate over time. Due to the exposure process relying on ambient temperature, relative humidity, and other factors outside of AFPSC's control it should be understood that the final product will vary from the sample, and from pool to pool.
10. Any alterations or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the amount agreed to above. Payment of such change order will be due immediately.
11. Unless otherwise noted, the brick coping will be put level on top of the existing pool beam. Depending on the existing deck and the pool beam, you may see the side of the brick, the mortar under the brick, or a grout joint could be visible at the back of the brick. Depending on the new coping you select, it may not completely cover the area exposed by the removal of the old coping.
12. All monies are due upon initial pool water balancing. Any cost of collections, attorneys fees, and/or court costs will be the responsibility of the pool owner. The highest interest charge allowable will apply to all monies due over 30 days.
13. Although we use the wet sandblasting procedure which lessens the amount of mess created by the sandblasting process, there will still be a residue left after sandblasting that will wash away after several rains or hoseings. If a special location is wanted for the sandblasting debris, please let us know prior to us starting this process.
14. In the event of underground obstructions are found during piping, such as coral rock, footers, etc. AFPSC at its discretion may cut the deck to complete its task. Deck repairs, unless otherwise noted, are the responsibility of the home-owner. Additional charges may be warranted if coral rock removal is necessary when excavating.
15. This contract constitutes the entire contract, and the parties are not bound by any oral expression or by any commitment or arrangement not specified in this contract.
16. AFPSC shall not be liable for any loss, damage, or destruction to the pool location or premises of pool location, by any person or cause whatsoever except when caused by the employees of AFPSC. AFPSC shall not be liable for any damage to the pool structure or piping due to underground water pressure in the event the pool must be drained.
17. The guarantee and warranties are only effective if Buyer has complied with all of the terms and conditions, payments and other provisions of this contract. Unless otherwise specified, completion is defined as the pool being surfaced.
18. At any time during the job, the homeowner may choose to do a walk through with AFPSC to point out any repairs needed (punch list) prior to chemical balancing so as to not delay the payment schedule as listed on the front of the contract.
19. All costs of water, electricity, and/or sewer are the sole responsibility of the pool owner. In the event the pool needs to be drained for a warranty repair, the Buyer is responsible for the cost of refilling and re-balancing the pool. AFPSC is only responsible to repair the failed area of the pool finish. This area may have a shade/texture variation from the present finish. This holds true regardless of the age of the pool finish.
20. If the local government requires any upgrading of the pool to current codes, the cost of that work, if not part of this contract, will be additional.
21. AFPSC is not responsible for damage to existing, improved or unimproved conditions on, in or under the property including, but not limited to, such items as plumbing, curbs, sidewalks, driveways, patios, trees, lawns, shrubs, fences, walls, structural foundations, or sprinkler systems and appurtenances.
22. In the event excessive underground water conditions exist which require pumps to control, a separate estimate will be given to control said water.
23. If subterranean coral rock is found additional excavation costs may be incurred.
24. All materials and equipment remain the property of AFPSC until work is paid in full. In the event of default of any term of this agreement access must be given to AFPSC to retrieve said property.
25. This contract does not include additional work required by exposing concealed conditions such as, but not limited to, buried water, gas, sewer or electrical lines, structural cracks, undermining substandard previous work, poor soil conditions, etc.
26. Should AFPSC retain the services of an attorney and/or incur other expenses to enforce the conditions or payments due according to this contract, customer/homeowner will be responsible for the extra expenses incurred.
27. Contract includes the square footage of deck as stated on the contract. Any amount over that will require a change order and additional charge, to be approved by the Buyer. When doing deck work, if there is an existing screen enclosure, unless otherwise noted, the small area on the outside of the screen will not be topped.
28. Homeowner is responsible for grading, backfilling and resodding up to the new deck. The pool owner is responsible for proper operation of circulation equipment. If any equipment does not operate correctly AFPSC will inform the pool owner. If the problem may effect the finished product, the pool owner must have the problem corrected. Any failures caused by this are not covered by our warranty.

"Please note: the following statement is required by law"

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW SECTIONS 713.001 - 713.37 FLORIDA STATUTES THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM TO PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OF SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIALS SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGAL PAYMENTS THE PEOPLE WHO ARE OWED MAY LOOK TO YOUR PROPERTY FOR PAYMENT EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. 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 AND OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU SHOULD CONSULT AN ATTORNEY.



Complete POOL & DECK Remodeling
FAMILY POOLS, INC.
1-866-294-4011



PROPOSAL

873 SW South Macedo Blvd., Port St. Lucie, FL 34983

Diamond Brite / Pebble / Marquis / Gems / Brick & Tile

Heaters / Spraydeck / Pavers / Pool Equipment

www.familypoolsinc.com Licensed & Insured • State Certified • Lic. # CPC1456929

Date: 11/30/2020

ehopkins@townofsurfsidefl.gov

PROPOSAL SUBMITTED TO:	Phone 305-866-3635 Elizabeth
Name Town Of Surfside Community Center	Job Name SAME
Street 9301 Collins Ave	Job Address SAME City/State/Zip
City/State/Zip , Surfside, FL 33154	Subdivision / Gate Code

Pool Perimeter: 358 Ln Ft / TIA: 6204 TIA

POOL RESURFACING: Empty Pool, Undercut Tile (when applicable), Returns, Main Drain, Clean Out, Check For Hollow Spots, (remove if any up to 50 sq. ft. - subject to terms on back) Apply Bonding Agent and Plaster. Replace Main Drain Cover(s). Fill Pool With Water From Onsite Spigot. Customer Shuts Water Off Upon Pool Fill. (Initial Start Up & Chemical Treatments NOT INCLUDED). Start Up, Chemistry & Maintenance Is Customer Responsibility

Resurface swimming pool standard exposed aggregate finish (bluestone or oyster)

Re-tile 445 ft of floor lane tile 6" wide tile

(2) M/D Covers 18"x18"

\$55,725.00

Permits - actual cost of permit TBD at time of permit issuance

Upgrade Option (not included in above total)

Wet Edge Pool Surface Gulf White

\$7,900.00 additional

We hereby propose to furnish labor materials - complete in accordance with above specifications, for the sum of:

Dollars (\$ TBD) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Although every reasonable effort is made to repair stress and settlement cracks, etc., no guarantee can be made against their recurrence. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within 10 days and is void thereafter at the option of the undersigned. This is a proposal; until signed by a member of management or officer of Family Pools Inc. and Customer, at which time it becomes an executed contract. It is further understood that there are no verbal agreements and all items discussed are written herein.

Authorized Signature *Frank Russo*

ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are hereby accepted and understood. Family Pools Inc. is authorized to do the work according to terms. Payment will be made as outlined above or work/construction will be halted. Fees may be charged to customer. Delay of work by Customer or cancellation of contract by Customer will result in additional costs and forfeiture of deposit and or any money paid. See terms and conditions on front and back for details. By signing this you agree to terms and conditions on back.

ACCEPTED: By signing this you agree to terms on back.

Signature _____

Date _____

Signature _____

TERMS AND CONDITIONS

1. In the event the pool is located at a home not under construction with a Contractor, all references to the contractor are referring to the homeowner in this contract.
2. Family Pools, Inc. assumes no responsibility for any staining of the marble/plaster after application if pool is not initially chemically treated by Family Pools, Inc. or whether caused by: pool refill not being filled through carbon filters (when applicable), poor condition of pool water, improper maintenance (high or low chlorine level, high or low alkalinity level, total calcium hardness, high or low PH level, etc.), abuse, and/or other conditions (calcium deposits, deterioration, erosion, etc.) shall not be covered under the terms of this guarantee. Completion shall be defined as that time when the pool is full of water, the equipment is in operation, and/or the pool is in use. It is understood that with any cementitious surface such as that of pool finishes it is normal to have some normal fluctuation, waviness and discoloration in the workmanship and materials due to the nature of the plastering application inherent variation in the raw materials and the effect on the hydration and curing processes. Imperfections are to be considered normal variation and tolerance levels for a free-hand troweled cement product and ARE NOT considered a failure of finish or poor workmanship. The Contractor's failure to make full payments to Family Pools, Inc. according to the contract and work order shall void any guarantee. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Regarding any contracted work/services, renovation listed herein: Contractor agrees and understands that although every attempt will be made to avoid overspray, spills, unidleness, staining, dyeing, to any property, foliage, or area it can and may occur during the construction/renovation process and the contractor accepts and assumes all responsibility for any clean up, repair, and/or product removal that may be necessary as a result. Contractor holds Family Pools, Inc. harmless whereby Family Pools, Inc. assumes no liability whatsoever for said related issue if and when they may arise, and in the event Family Pools, Inc. performs any clean up, repair, and/or product removal Contractor agrees to pay the fee set at a minimum of \$250.00
4. If more than 50 square feet of delaminated pool plaster has to be removed there will be an additional charge. If the pool has a plaster, paint, resin, or other coating that could not be seen or was not disclosed during the initial estimate, there will be an additional charge for the removal of said materials.
5. The Contractor shall grant Family Pools, Inc. ample access for all equipment, personnel, subcontracted laborers, technicians and materials to the site, the use of water and/or electrical power and the right to store material and/or equipment at the Contractor liability during construction. The Contractor assumes all responsibility for clearance of or damage to anything in the area of access, whether on the owner's property or property of others. The Contractor indemnifies and holds Family Pools, Inc. harmless for damage to patio and/or deck furniture, screens, decorative matter/belongings, landscaping, paving, driveways, sprinklers, trees, shrubs, sewer lines, water lines, or other items above or below ground in the area of access and/or construction, failure to provide this access constitutes applicable charges and fees to the Contractor at a rate of \$125.00 per hour at a minimum of \$500.00 each occurrence.
6. When electrical wiring and hook up are made the responsibility of Family Pools, Inc. under this contract any relocation of power lines, conduits, increase and/or modification, in the existing electrical service, unless otherwise specifically stated, is not covered under the base price of this contract and shall be considered a change order or addition pursuant to the conditions of paragraph above. Each item included under electrical wiring and hook up shall be clearly stated on the reverse side of this contract.
7. Family Pools, Inc. is not liable for damage to pool and/or spa lights, equipment, main drains, skimmers, or plumbing of any kind whether working or not prior to work commencement. Damages may occur and should be expected during the construction/renovation project.
8. Any items not specifically stated on reverse side of this Contract which are encountered shall be considered as not included in this contract and shall not be the responsibility of Family Pools, Inc. This refers to but is not limited to soil conditions or objects above or below the ground, including but not limited to the location of the septic tank, the location of drain field, any and all pipes, or other terms of plumbing or electrical lines, or any other conditions below the ground of which should be disclosed to Family Pools, Inc.
9. The Contractor indemnifies and hold Family Pools, Inc. harmless for damages to the Owners property/contracted jobsite as a result of encountering any object or condition not specifically detailed or disclosed under line item per the front side of this contract if hard rock, muck or water are encountered which would delay the job and/or require additional expense the Contractor agrees to pay Family Pools, Inc. upon billing for the additional cost incurred pursuant to the provisions of paragraph 3 above. Family Pools, Inc. shall not be responsible for seawalls or tie backs whatsoever.
10. Family Pools, Inc. reserves the right at any time to stop work for the following reasons but not limited to only these reasons if the delay is caused by theft of materials, equipment, etc. or damage to work in progress the customer agrees to be fully responsible for all costs and repairs/replacement and any delay damages as listed herein, in the event any payment is past due according to the payment schedules of this contract. Family Pools, Inc. also reserves the right to, at any time, stop work on this particular contract if Contractor is in arrears for any payments due on any other contracts the Contractor has executed with Family Pools, Inc. whether on this job or any other job. Contractor expressly agrees that Family Pools, Inc. shall retain title and repossess without process of law all equipment, safety equipment, cleaning equipment, etc. until all payments required under this contract have been made in full. The Contractor expressly agrees that Family Pools, Inc. shall have permission for entry to or on any premises to remove these articles.
11. Any modification, or modification attempts, repairs, etc. made to any work, workmanship, installations, equipment, etc. that was provided by Family Pools, Inc. as per this contract by an outside source other than Family Pools, Inc. will render any and all warranties null and void. Family Pools, Inc. reserves the right to complete all warranty work solely to the area of issue. Draining of the swimming pool/spa may be necessary and there is no guarantee that a patch of any kind, whether it is in plaster, pebble, paint, concrete, decking, paver, etc. will match. A patch is to be considered an acceptable and effective warranty effort and repair and will likely stand out or not match its surrounding areas. This is not to be considered incorrect or a repair failure. The size of the area to patch as well as the materials used for said purpose is at the discretion of Family Pools, Inc.
12. All materials and methods of construction/renovation/remodeling of decks if contracted by Family Pools, Inc. are in accordance with and/or inspected by the local building department. Family Pools, Inc. does not warranty the concrete deck area, plaster or tile against cracking due to expansion, contraction or minor settling.
13. This contract is based upon labor, material and subcontractor costs as of the accepted date of this contract effective for a period of thirty days there from. In the event Family Pools, Inc. is unable to complete all construction prior to the expiration of the thirty day period the contract price will be increased for all actual increases in labor, insurance, material, and subcontract costs which Family Pools, Inc. incurs as subsequent to said thirty day period, plus an additional 35% of such increases which represents Family Pools, Inc. overhead cost and profit on such increases.
14. Family Pools, Inc. neither warrants nor guarantees any start and/or completion dates for the construction/renovation of the swimming pool and/or deck. If the Contractor should terminate, cancel, or delay this contract at any time subsequent to the entry into said contract, (cancellations must be submitted in writing within 72 hours after signing the contract via registered mail) deposits, and/or any monies rendered on contracts cancelled without proper written notice as mentioned herein will not be refunded, NO EXCEPTIONS: if for any reason the Contractor delays or refuses to permit Family Pools Inc. to proceed with and complete the work specified herein Family Pools Inc. damages would be difficult if not impossible to determine, therefore the Contractor agrees to pay to Family Pools Inc. reasonable liquidated damages, and not as a penalty an amount equal to 25% of the contract price plus all actual calculable damages such as costs and expenses prior to the date of such cancellation by the Contractor. Upon cancellation Family Pools Inc. shall not have any further responsibilities/liabilities under such said contract, including but not limited to warranties. This is in addition to any further legal right Family Pools Inc. reserves/hes. In the event if Family Pools Inc. is made to refer this matter to legal counsel as a result of default, or non-payment by the owner, Family Pools Inc. shall be entitled to recover any and all legal fees including attorney's fees and cost of suit, in addition to such other amounts as may be allowed by law.
15. Family Pools, Inc. is not responsible for floatation of pool or deck cracking due to external water. Any cracking or delamination of plaster associated with structure deficiency of pool shell is not covered under any warranty nor is it the responsibility of Family Pools, Inc. Family Pools, Inc. is not responsible for any damages associated, caused by, or due to draining pool, landscaping, washouts, etc. Water tightness of the pool structure in any case is not the responsibility of Family Pools, Inc. and unless Family Pools, Inc. is installing new plumbing for which the new installation provided by Family Pools, Inc. is what Family Pools, Inc. would be responsible for, Family Pools, Inc. is not responsible for any leaks that may occur other than at the main drain plug. Any service calls associated with leaks other than at the main drain plug will be the responsibility of the customer and be billed to the customer at which time will be due upon receipt.
16. IN THE EVENT THAT ANY WORK PERFORMED BY FAMILY POOLS, INC. IS WHOLLY OR PARTIALLY DESTROYED OR DAMAGED DUE TO FIRE, WATER, VANDALISM, ACTS OF GOD OR ANY OTHER CAUSE BEYOND THE CONTROL OF FAMILY POOLS, INC. THE LOSS SHALL NOT BE SUFFERED BY FAMILY POOLS, INC. AND THE CONTRACTOR INDEMNIFIES AND HOLDS FAMILY POOLS, INC. HARMLESS FOR SUCH LOSS.
17. In the event Contractor is in arrears on any payments due to Family Pools, Inc. on any other contracts executed with Family Pools, Inc. whether on this job or any other job, and the work on this contract not commenced, then Family Pools, Inc. may declare this contract to be null and void and Contractor shall forfeit any and all deposit/draw payments and be responsible to Family Pools, Inc. for all actual expenses incurred by Family Pools, Inc. on behalf or because of this contract.
18. Contractor is responsible for all water costs. Contractor is responsible for supplying the water to fill pool promptly after the plaster or additional charges will be incurred by Contractor. Contractor is responsible for pool maintenance & chemistry upon completion of contract including whereby Family Pools, Inc. supplies only the initial chemical treatment. Water is to be kept running until pool is full, finish is to be brushed and pool chemistry must be maintained and kept at normal levels by contractor.
19. Any checks that are cancelled, returned NSF, have a stop payment placed on them, or are non-transferable in any way whatsoever will result in the Contractor having to pay the amount of said check and a fee of \$650.00. Any contractual payments made via credit card will be subject to pay the convenience fee.
20. Any subsurface water encountered must be capable of being handled with a 1 1/2 HP pump and one well point for new pool construction. Subsurface water on renovations, remodels, or any pre-existing swimming pool/spa projects must be capable of being handled with a 1 1/2 HP pump utilizing the existing underdrain line; in the event the underdrain line for the pool/spa structure is not available or usable, Contractor reserves the right to stop the project. The Owner will be responsible for all costs associated with dewatering above and beyond the subsurface water capabilities herein for their project.
21. Family Pools Inc. is not responsible for liner wrinkles, floating liners, floor or wall imperfections and/or chemical damage to vinyl liners. The aforementioned complications are not to be considered a failure of product or workmanship and will not be warranted.

FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowner's 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 number and address:
Construction Industry Licensing Board - 2601 Blairstone Road Tallahassee, FL 32399-1039 or phone 850-487-1395



ESTIMATE PROPOSAL/ CONTRACT FORM

FOR: Surfside Aquatic Center
9392 Harding Ave.
Surfside, Fl. 33154

September 8, 2020

RE: Plaster pool/spa with SGM Diamond Brite pool plaster (cool blue)

We propose to:

1. Drain Pool and remove hydrostatic fitting
2. Remove light fixtures/ladders/handrails
3. Find loose or hollow spots and remove entire hollow areas
4. Acid wash entire interior of pool.
5. Prep interior of pool/spa by chipping a 2" area around lights, return lines, vacuum ports and waterline tile
6. Grind areas in pool/spa under tile, penetrations and drains as needed
7. Clean and pressure clean pool
8. Apply a multi bonding preparation coat over entire interior of pool/spa to manufacturer's specifications
9. All new non-slip swim lane tile will be installed (choice of color)
10. All new non-skid tile will be installed on leading edge of entry steps (choice of color)
11. SGM (Cool Blue) will be applied to entire interior of pool, pool gutters, and aggregate will be exposed (*This comes with a five year warranty on material*).
12. Install new eyeballs on all return lines and new VGB compliant main drains which we will certify
13. Pool/spa water will be filtered with charcoal filters entire time of refilling
14. Sequa-Sol Sequestrian agent will be added to pool/spa while filling and balanced with five appropriate chemicals upon completion of filling
15. All work will be done within County, City and HRS specifications and codes

The total cost of the above work is: \$ 64,770.00

RE: Re-grout tile on entire interior of tot-lot splash pool

1. Drain tot-lot splash pad
2. Acid etch entire interior of splash pool
3. Pressure clean entire interior of pool
4. Acid etch entire interior of splash pool a second time
5. Pressure clean entire interior of splash pool
6. Neutralize entire interior of splash pool
7. Rinse thoroughly
8. Let dry
9. Grout all tile

The total cost of the above work is \$4,760.00

The total cost of all the above work is: \$69,530.00

PAYMENT SCHEDULE:

50 % (\$34,765.00) upon commencement of project
50% (\$34,765.00) upon completion of project

SIGNATURE AGREEMENT

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. PPP will meet with the property owners, managers & maintenance manager to discuss any specifics that may need to be followed for job completion. If these guidelines are not met by property, PPP is not held responsible for any damage or non-favorable results. Such as: sprinklers not being turned off by property prior and during deck jobs. PPP is not responsible for pre-existing structural damage should additional damage occur when draining a pool. It is very important that a pool service maintenance technician maintains the proper chemical balance & pool circulation immediately following a resurfacing of pool(s), spa(s) & kiddie pool(s). Otherwise, Warranty issues may occur. PPP is not responsible for motors or other pool equipment that will not function properly when started up after being off for any job scope. The above job specified may be used for www.pictureperfectpools.com.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Note: This proposal does not include engineering or permit costs.

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above.

Date of Acceptance: _____ Authorized Signature: _____

Date of Acceptance: _____ PPP Authorized Signature: _____