



# ***Penguin Pools***

**CPC1457687**

***SOUTH FLORIDA'S*  
*LARGEST OZONE*  
*PURIFICATION SYSTEM*  
*DEALER***

## **Penguin Pools**

**1610 SE 47<sup>th</sup> Street, Cape Coral, Florida 33904**

**(239) 542-3410, Fax (239) 542-5598**

**STATE CERTIFIED POOL CONTRACTOR – CPC1457687,  
CPC1457765**

**COMMERCIAL & RESIDENTIAL- LICENSED & INSURED**

### **SHOWROOM HOURS:**

**MONDAY THRU FRIDAY – 9AM TO 5PM SATURDAY – 10AM TO  
2PM**



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**STATE CERTIFIED POOL CONTRACTOR – CPC1457687, CPC1457765**  
**LICENSED, INSURED & BONDED**

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*September 10, 2015*

*Proposal for:*

*Frank & Brigit Gayer*

*1840 Se 1<sup>st</sup> Terrace*

*Cape Coral, FL 33990*

*Version 3*

We propose to complete the following pool renovation project in a good and workman like manner.

### **Existing swimming pool:**

1. The existing interior finish and waterline tile are to remain in place as is.
2. Clean the pool and rebalance pool chemicals at completion.

### **Coping:**

1. Repair the existing “hollow” bullnose brick coping and install new remodel style coping on the entire perimeter of the pool. Choice from the standard selection.

### **Deck and Lanai:**

1. Remove all the existing deck topping that has separated from the original concrete pool deck.
2. Install a new 2” deck drain system.
3. Install new 1” sand set pavers on the existing pool deck, lanai, and door landings.
4. Mudset the perimeter pavers.
5. Note: Any required modification(s) to the existing French Doors are the responsibility of the owner.

### **Screen Enclosure:**

1. Remove the bottom rail from the existing screen enclosure and reinstall on top of finished pavers.
2. Rescreen from the chair rail down only.
3. Remove and replace the 2 existing screen doors with new doors at the proper elevation for the new paver topping.



**PRICE AS PROPOSED VERSION 3:**

**\$14,410.00**

Terms: 50% at contract signing and 50% upon completion.

**Below Items are NOT included in the above package:**

- Owner is to provide water and electricity for pool and during construction at no cost to the contractor.
- Owner is to enter into an access agreement with neighbor whose property will be used for construction site access if applicable.
- A "Fuel Surcharge" may be applied.

**AGREED CONDITIONS**

1. Price will be reviewed at point of contract.
2. Any change orders are in addition to this agreement and may have administrative fees added.
3. Penguin Pools is not responsible for any pre-existing leaks in pool/spa shell or underground plumbing.
4. Purchaser hereby agrees to allow the Contractor, his employees, agents, subcontractors and representatives' access to the job sight, and that all pool equipment, materials, tools, supplies, etc. are, and shall remain the property of the Contractor until contract has been paid in full.
5. Shade, texture, and color variations are to be expected in pool tiles, decks, and interior pool finishes. Shading, variances in color and texture, shadows, and bleaching of pool finishes are a normal characteristic of cementations products. Staining of pool finishes can be caused by many factors beyond the control of the contractor, such as; fill water chemistry, metal or sulfur contamination, fertilizer; pool water chemistry balance and maintenance, foreign objects in pools, etc. Therefore contractor cannot warranty against staining.
6. Contractor agrees to complete all work in substantial conformance with the specifications set forth herein, with all construction and materials to meet or exceed the current building code, and all workmanship to meet or exceed the guidelines published by the NSPI.
7. Arbitration: The parties hereby elect binding arbitration as their exclusive method of settling controversies existing between them relating to this contract or the failure or refusal of either of them to perform this contract in whole or in part. Arbitration proceedings shall be conducted in accordance with the rules for Swimming Pool Arbitration adopted by the Florida Gulf Coast chapter of the National Spa and Pool Institute Arbitration committee, and said rules are hereby incorporated by reference into terms of this agreement. A copy of these rules can be obtained from the Contractor, or by writing to: NSPI Florida Gulf Coast Chapter, 258 Bangsberg Road, Port Charlotte, FL 33952. Arbitration proceedings under this agreement shall be commenced by either party by sending a written request for arbitration to the Chairman of the Local Chapter of NSPI at the above address, which sets forth the issues in dispute, the amount claimed as damages, and the relief sought. If the site of construction is outside the district of the NSPI chapter listed above, three arbitrators shall be selected as follows: the Owner shall select one, the Contractor shall select one, and the two arbitrators shall select one.
8. I have been informed of the requirements of the State of Florida, "Preston de Ibern / McKenzie Residential Swimming Pool Safety Act, (SB 86) and agree to comply with the requirements of this law.

**Warranty:**

Contractor warrants the workmanship detailed above for a period of one year. Interior finish has a lifetime manufacturer warranty.

**All Penguin Pool's employees are on-staff employees of B1 Florida Corporation, dba, Penguin Pools. Penguin Pool's is a drug free workplace.**



The specifications and prices outlined above are approved, and you are authorized to proceed with the proposed construction.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_  
Homeowner

By \_\_\_\_\_  
Penguin Pools