



# Pools, Renovations and Complete Backyard Makeovers

DATE	05-02-2023	ESTIMATE	X
ESTIMATOR	Joe Major	CONTRACT	

HOLLYWOOD POOLS AND SPAS OF FLORIDA, INC.  
10550 72nd st n Unit 501 Largo, FL. 33777  
PHONE NUMBER 727-546-1922 LICENSE # CPC 1458531

OWNER	City of Madeira Beach Attn:Max Michalski	SALES CONTACT	
ADDRESS	300 Municipal Drive	CITY, STATE, ZIP	Madeira Beach Fl, 33708
PHONE	727-509-7167	CELL	
EMAIL	mmichalski@madeirabeachfl.gov		

ITEM	DESCRIPTION	QTY	PRICE
Leak	Leak Detection with pressure testing (fountain water MUST be clear for service)		950.00
Pool	Drain pool and remove plug for renovation		2,500.00
Demo	Hydro-Blast existing interior, Prep around all existing fittings and main drain, Demo all existing coping and prep for new install, Apply Bond-Kote and prep surface for new interior installation. (Includes stone "patching" in areas of raised wall)		7,250.00
	(Inspect raised wall and assess water issue/repair cost TBD)		TBD
Tile	Install new waterline tile up to 185' (Up to \$5.00 per sq ft Inc.)		6,475.00
Coping	Install new Shellock coping up to 185'		9,250.00
Interior	Install new Pebble Sheen (Pigmented) interior (darker colors inc.)		17,250.00
Plumbing	Inspect and Improve if necessary (Cost plus 30%)		TBD
Electrical	Upgrade electrical to existing pool equipment		5,400.00
	Note : Any findings with leak detection will dictate how extensive repair options may be. Plumbing costs as well as equipment cost will be determined after leak detection has been performed. Attached you will also find an estimate for complete replacement of equipment and reconfiguration cost.		
	<b>**PLANS, PERMITS &amp; DISPOSAL FEES (IF APPLICABLE) WILL BE BILLED ADDITIONALLY TO CONTRACT</b>	N/A	

	<b>TOTAL</b>	49,075.00
30% Due at Signing	<b>DEPOSIT DRAW</b>	14,722.50
40% Due after Demo Completed	<b>2<sup>ND</sup> DRAW</b>	19,630.00
29% Due when ready for Interior	<b>3<sup>RD</sup> DRAW</b>	14,231.75
1% Due at Start Up	<b>FINAL POOL DRAW</b>	490.75

This document, when properly signed by both parties or their agents, constitutes a contract between Hollywood Pools and Spas of Florida, Inc. and the undersigned owner of the real property located as indicated above, at the price, terms and conditions herein set forth on all 3 pages of this form. INSPECTIONS HAVE NO BEARING ON PAYMENT OF DRAWS REQUIREMENTS

Any changes or additions to this contract must be submitted on a work change order signed by both parties and paid for upon signing.

I understand and accept the conditions of the contract. Accepted by:

Owner

Customer Acceptance

Date

Contractor Acceptance

Date



## NEW POOL CONSTRUCTION SPECIFICATIONS

POOL SIZE: MIN WIDTH	MAX WIDTH	RETAINER WALL
MIN LENGTH	MAX LENGTH	HANDRAIL
MIN DEPTH	MAX DEPTH	LIGHT & TRANSFORMER
BOBCAT SHUTTLE		
TILE 6X6 WATERLINE		HEATER: SOLAR GAS HEAT PUMP THERMAL
ADJUSTABLE INLETS		**GAS HOOK UP NOT INCLUDED
BOTTOM DRAINS		ELECTRICAL HOOK UP AT THE PUMP
		**GFI /GFCI BY OWNER IF NECESSARY
COLOR TBD		** Home runs of Gas, water, electrical, etc. Not Included
PEBBLE FINISH		FOOTER LN FEET:
PUMP Pentair H.P.		CONCRETE SQ FEET:
PUMP H.P.		KOOL DECK SQ FEET:
FILTER SAND CART		ACRYLIC DECK SQ FEET:
NEW POOL KIT POLE, HOSE, HEAD, BRUSH, LEAF SKIMMER COMPLIMENTS WITH EVERY POOL		PAVERS STYLE:
TEST KIT		COPING
STARTER CHEMICALS		DECK-O-DRAIN 3" with removable grates
SWIMOUT		SCREEN
SUN SHELF		SPA RAISED 18"
BEACH ACCESS		WATER FEATURE
AUTOMATIC CHLORINE FEEDER		WATER FEATURE
SALT SYSTEM Yes		WATER FEATRUE
AQUA RITE		LIGHT WHEEL
AUTOMATION TBD		CUSTOM

### AGREED CONDITIONS

This contract is subject to cancellation if not accepted by the Hollywood Pools and Spas of Florida Inc, within (15) days from the date of execution as indicated above on page 1.

Upon non-payment of any installation at its maturity, all remaining installations due shall at the option of Hollywood Pools and Spas of Florida , Inc or its assignee, become immediately due and payable, and Owner, jointly or severally, irrevocable authorized any attorney- at- law to appear for him in court, at any time hereafter, and compel judgment, without process, in favor of Hollywood Pools and Spas of Florida Inc or its assignee of this instrument for such full amount as may appear to be unpaid thereon, together with costs and reasonable attorney's fees, hereby ratifying and confirming all that said attorney may do by virtue hereof and agree that no appeal or writ or error shall be prosecuted on the judgment or bill in equity filed to interfere with its duration, and release all errors intervening in entering up the judgment or issuing execution thereon and consent to an immediate issuance or execution. Owner hereby waives notice of non-payment, protest, present and demand. **PLEASE READ PAGE 3 BEFORE SIGNING**

Pool leak detection is recommended on every project prior to start of work. Detection price is \$295.00 Hollywood Pools and Spas will not be responsible for any leaks not identified prior to commence of work.

Accept
Date
Decline
Date

### CONTRACTOR

Shall not be liable for damage resulting from natural causes beyond his control, flood, war, surface drainage, ground swells, sand slides, sink holes, shifting of any other natural causes, damage or discoloration to pool and equipment due to improper or inadequate use of chemicals or neglected by owner, his agents or invitees. Including any and all types of injury or death, slips, falls, punctures, cuts, ect. during and after construction or duties performed.



## CONTRACTOR'S RESPONSIBILITIES

The contractor agrees to supply all labor, materials, equipment and supplies necessary to perform and complete the work described in the contract documents in a workmanlike manner, and to comply with all laws, ordinances and regulations of federal, state, county, and city with respect to the performance of its work and the fulfillment of this agreement. Certificates of insurance will be furnished to the Purchaser upon request. The contractor shall regularly remove trash and construction debris from the purchaser's premises. It is understood that ruts left by the equipment will be filled and raked level. No sod replacement, reseeding or replacement of shrubs and landscaping material shall be provided by the contractor unless specifically spelled out in this agreement. Minor variations in the dimensions or elevations are normal and shall not affect the validity of this contract.

## SITE CONDITIONS

In the event that excessive ground water is encountered, the contractor will may at his discretion either raise the pool elevation, decrease the depth or try to obtain contractual depth by other means such as well points, each or all at an additional cost to the Purchaser. Should unknown physical conditions below the surface be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the work to be performed in this contract, causing the necessity for extra labor or materials to complete this work, the Purchaser agrees to pay for this cost. This includes excessive clay deposits, leveling of pool bond beams, repairing or bringing non-standard, dilapidated or outdated items current, existing drainage problems, removal of algae or excessive delamination's (Hollow Spots) in existing pool or deck finish and raising of patio or screen doors. If it is determined by the Contractor or Purchaser that the cost of this extra work would be prohibitive or that the physical conditions below the surface prohibit completion of this agreement, the Purchaser agrees to pay Contractor for all labor and materials used in the work completed. If it becomes necessary to install one or more well points (minimum charge of \$500.00) to remove the excess ground water or to install submersible or overhead pumps the Purchaser agrees to pay the additional charge upon receiving an invoice. All electrical work requiring a licensed electrician is not included in the price of this contract. Pricing for propane tanks, natural gas lines, electrical and panel upgrades are not included in this contract. **Purchaser agrees at their expense to supply all home runs for gas, water and electrical including GFI to the specified location for the pool equipment.**

## ACCESS

Purchaser agrees to furnish access to the job site, including access for heavy equipment and understands that damage in the area is inevitable. The Purchaser further agrees that the contractor will not be responsible for relocation, replacement or damage to lawn, septic, sewer or sprinkler systems, shrub, trees, fences driveways seawalls, seawall tie backs, curbs, well or other underground utilities that are in the equipment access, pool or deck areas. Damage to personal items such as lawn furniture or portable plants left in the construction areas will be the homeowner's responsibility. Moving of furniture, plants etc. from decks and construction area will be billed separately.

## PROPERTY TITLE

The Purchaser warrants that he/she owns the land upon which the pool is to be built or has full authority from the owner thereof to enter into this contract, and the owner will indemnify and hold harmless the contractor in all matters arising on this contract.

## PRELIMINARY COSTS

Should the Purchaser terminate this contract prior to the construction commencement, the deposit shall be retained by the Contractor in satisfaction of preliminary costs or a 30% cancellation fee. However, this contract may be cancelled within three (3) days following the date of Purchaser's signature or verbal authorization without penalty. Should customer cancel this agreement after commencement of work, contractor reserves the right to a 30% cancellation fee plus payment for stages of work which have been completed

## PURCHASER'S RESPONSIBILITIES

The Purchaser agrees to pay the Contractor for the performance of its work, subject to additions and deductions for changes and/or charges. Payments must be made on schedule or work will stop until such payments are made. Late payments will void any free items or credits included in this contract. Purchaser agrees to pay all costs incurred because of non-payment or other breach of contract by the Purchaser including interest and fees for litigation. Work will be re-scheduled upon payment and existing completion dates will be adjusted accordingly. The Purchaser agrees to furnish all surveys describing the physical characteristics, legal limitations and utility locations for the job site and a legal description of the site, including Deed restrictions. The Purchaser agrees to furnish water, and electrical power, at his/her expense, including the initial filling of the pool, needed to complete the terms of this contract. Dump & material disposal fees will be billed at cost (if applicable) to homeowner and are not included in price. Work damaged or having to be repaired because of weather conditions, acts of God or customer shall be homeowner's responsibility and in addition to this contract. Staining of new surfaces from old, rusted lights, ladders, returns or other items are the responsibility of homeowner. Non-standard vendors or items selected by homeowner may increase price of contract or estimate. Tile material billed separately

All changes or additions to this contract shall be authorized by a signed addendum executed by the Purchaser and the Contractor. Charges for such items shall become due when billed and paid for before the existing construction schedule continues. This contract may not be modified except by written instrument signed by both parties. Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address.

## NOTICES

Any notice given under this agreement shall be in writing and shall be delivered personally or mailed to the other party at the above stated address. All notices sent by United States mail shall be by certified, registered, or proof of delivery receipt. It is understood that THERE ARE NO OTHER UNDERSTANDINGS, PROMISES OR AGREEMENTS THAT EXIST THAT ARE NOT REPRESENTED IN THIS AGREEMENT. NO VERBAL AGREEMENTS ARE VALID unless put forth in writing herein. Purchaser acknowledges that he/she has read and received a complete legible copy of this contract. Upon acceptance, the Purchaser shall receive a signed copy and upon its receipt authorizes the Contractor to complete the work as specified.

All equipment and accessories furnished by the Contractor will remain the property of the Contractor and no warranty will be honored until all invoiced payments have been made. Failure to make such payments as invoiced will be considered a breach of contract and under this breach of contract the Contractor has the right to remove the furnished pool equipment and/or accessories even if they are attached to real estate. Outstanding balances on items completed beyond 30 days shall permanently void all warranties & guarantees.

In the event buyer has supplied dimensions, drawings, surveys or requests for the purposes of pricing this contract the price may be increased if subsequent inspection or municipalities determines the work to be completed would be unable to permit as requested or the dimensions supplied are different than those supplied by buyer.

Work under this contract is deemed complete when contractor's materials are installed. Buyer agrees that there are no warranties in effect and final inspections will not be called in until the contract is paid in full and that buyer will be responsible and liable for any damages that may occur for not adhering to the terms and conditions of this contract or delays. Contractor shall not be liable under any circumstances for incidental or consequential damages, and no claim for damages shall be greater in amount than the price of this contract. It is common for minor punch-out items and final clean-up to extend beyond the time final draw is due. A maximum of a \$200 hold back will be allowed without penalty of late payment. No free or specially priced items will be installed unless all invoices have been paid in full and on time. Draws are due the morning work is to be completed for designated stages. If full payment is not on site morning of completion, work shall not be completed and a \$500 trip charge will be billed to homeowner and future draws will be paid in advance. This or any late payment will void any credits, special discounts or free items included in this contract.

## WARRANTY

The contractor warrants its work to be free from defects in material and workmanship for a period of one year after the completion date or pool has been filled with water. If any defects should appear within such a time, the contractor shall remedy such defect without any cost to the purchaser provided the purchaser has complied in full with the terms of payment and other conditions of this contract. Purchaser's failure to make full payment to contractor according to this contract and work orders shall void this warranty.

The contractor warrants the concrete shell on new pool construction against structural defects to the original purchaser for ten years. Purchased or assembled accessories and/or equipment installed under this contract carry the manufacturer's warranty and the contractor neither warrants or guarantees such equipment beyond or in excess of the manufacturer's warranty. The servicing or replacement of such items shall be charged for if they exceed the limits of said manufacturer's warranty. Imperfections, such as interior finish and deck discoloration, hairline cracks in pool, tile, expansion cracks in decks and tile, which is inherent to this type of construction are not warranted. Etching, pitting and scaling of the interior pool finish is caused improper water chemistry and will not be warranted. Interior finishes are warranted only in areas where the material touches. Other areas such as plumbing, skimmers, main drains and light niches, unless contracted separately, are not warranted. All equipment shall be new unless otherwise specified. Defects or failures caused by mistreatment or neglect shall be repaired or serviced at purchaser's expense. There are no other warranties, either expressed or implied.

## ACCEPTANCE BY PURCHASER

The terms and conditions of this contract are fully understood by the Purchaser. The prices, specifications, conditions, and payment schedule are satisfactory and are hereby accepted. It is understood that this Agreement may be cancelled without penalty within three (3) days following the date of Purchaser's signature or verbal authorization of work to be performed.

DATE \_\_\_\_\_

CUSTOMER \_\_\_\_\_