



**The  
Pool Connection, Inc.**

*Your Main Connection for Pools and Spas*

P.O. BOX 33673 • NORTHGLENN, COLORADO 80233 • 303-451-7525 • FAX 303-451-7526

January 24, 2011

Sterling Commons  
4934 S. Carson St  
Aurora, CO 80015  
Attn: Mike Evans

## **RENOVATION CONTRACT**

The following represents the Renovation Contract between The Pool Connection, Inc. ("Contractor") and Sterling Commons ("Owner"). Contractor agrees to provide the following services (at the price noted) for the swimming pool/facility.

One important aspect of the plaster job on the swimming pool is the waterline tile. You currently have a 9" tall tile band, where the industry standard is 6". There is nothing wrong with the 9" tile band, however if we plaster up to the existing tile you will be stuck with that 9" band. Sooner or later the tile will have to be replaced and we will not be able to match the 6" tile band that we installed on the spa last year.

My recommendation would be to replace the waterline tile and plaster in the pool at the same time. This way we could easily match the tile that we set in the spa and then trowel the new plaster up to the new tile line. If you do not wish to complete the whole tile job this year then I would recommend we chip off the bottom row of tile and then plaster up to that point. This would enable us to install a 6" tile line at another point in time.

### **Waterline Tile**

- Chip off existing tile band, prepare tile bed for tile to be set with thin set.
- Lay new tile 6" with depth markings tiles & international no dive tiles.
- Grout new tile with SGM tile grout
- **Price for pool           \$ 3,360.00 Recommended**

### **OR**

- Saw cut and chip off bottom row of tile.           **\$500.00**
- **Please note: If it is important to the association to match the tiles from the spa I would recommend doing the work sooner rather than later. Reason being, there is no way to know how long the manufacturer will produce the same tile. It may not be available in a couple years.**

**Resurface (There pool opening will be free, if we resurface! A \$450.00 savings!)**

- Resurface of swimming pool: Saw cut under tile and around, chip surface and remove loose plaster, acid etch surface. Apply Bond Kote to entire surface of pool to increase new plaster adhesion. Resurface pool with SGM Plaster of your choice. Balance pool chemistry with owners chemicals, instruct owner on handling care of new surface.
- We will start filling pool after completion. Pool must fill continuously so a water line mark will not stain new surface area. Owner/management responsible for water filling. An additional \$3.00sqft for pools that have been painted or that have excessive loose plaster.

**Diamond Brite Prices**

Price for Cool Blue (this would match the spa)

**\$9,200.00 (a savings of \$1,357.00 from last year!)**

Price for French Gray and Onyx

**\$9,600.00 (normally \$11,000.00)**

Price for Tahoe Blue and Super Blue

**\$10,000.00 (normally \$11,500.00)**

**5 year** manufactures warranty on Diamond Brite  
**24 months** on workmanship

**Please let me know which options you are interested in and I will revise the contract.**

**ADDITIONAL PROVISIONS**

1. **Insurance.** Contractor agrees to provide worker's compensation insurance and general liability insurance on the above work and for its employees or subcontractors if necessary and applicable.
2. **Limited Warranties.** All workmanship by Contractor is 100% guaranteed for (see above) months from installation. This warranty applies to the labor component only. Applicable product warranties are passed through from third parties when product is installed by Contractor. For example, Diamond Brite products include a 5 year manufacturer warranty and there is an 18 month warranty on coping stones and tile. Please contact Contractor for such product warranties, limitations and exclusions. **Owner hereby acknowledges that no other warranties, express or implied, are being provided by Contractor and hereby waives any such express or implied warranties.** All warranties, either expressed or implied, will be null and void if failure is due to negligence, misuse, or abuse by Owner, acts of God (including, but not limited to, earthquake, fire, flood, etc.), vandalism by Owner or others, misuse of chemicals in pool water, negligence of proper service by Owner, or work is performed on the subject pool by a party other than Contractor.
3. **Performance of Work.** Contractor shall perform all specified work in a good and workman like manner and in substantial compliance with the drawings and specifications submitted for the work and all generally accepted industry standards and guidelines, adhering where applicable to local building codes and ordinances. Contractor or its subcontractors shall secure all workers' compensation and general liability insurance, if necessary.
4. **Material Selection.** Owner is solely responsible for the material and color selection of all products utilized by Contractor and agrees to insure that all such selections shall meet or exceed any neighborhood, city, homeowners association or any other requirements. Owner shall indemnify, defend and hold Contractor harmless from any action brought by any person, group or entity concerning the quality, type, color or other characteristic of the material selected by Owner.
5. **Change Orders.** Any alteration or deviation from the above specifications involving any extra cost of material or labor will be executed only upon written orders, signed by Contractor and Owner, and will become an extra charge over the estimate. In addition, any work or damage uncovered during the repair or replacement process that was unforeseen is not included in the contract and will become an extra charge over the estimate.

6. **Accounts.** Accounts are considered past due if full payment is not received ten (10) days after due. Owner must take all steps necessary to pay all accounts in a timely manner. Any amount past due for fifteen (15) days will accrue interest at the rate of one and a half percent (1.5%) per month. Owner acknowledges that it shall be responsible for any and all expenses incurred by Contractor for collection of any past due amounts, including, but not limited to, all attorney fees, costs, expert fees, etc. If full payment is not received after this time, Contractor may place a lien or encumbrance on the contract property pursuant to applicable law.

7. **Failure to Perform.** Owner acknowledges that Contractor will not be responsible for any failure to perform its obligations due to labor controversies, strikes, acts of God, nature or inclement weather, material shortages, labor shortages, eminent domain actions, court or any other government agency or authority declaration, pool flotation due to high ground water conditions or any other circumstance beyond the control of Contractor.

8. **Owner's Acknowledgment of Work.** Owner hereby acknowledges that Contractor shall not be responsible for minor inconveniences and damages resulting from Contractor or its subcontractors work at the contract property in accordance with all generally accepted industry standards and practices generally associated with such work. These include, but are not limited to: oil in driveway, cracks in concrete, landscaping damages, stucco or plaster cracks or chips, noise, vibration, vehicles in driveway, any interior damages resulting from any work, etc. Owner waives and agrees to hold Contractor or its subcontractors harmless from such minor inconveniences and damages.

9. **Compliance with the Virginia Graeme Baker Pool and Spa Safety Act.** Owner represents and warrants Owner shall be solely responsible to ensure that the that the swimming pool and/or spa which is subject to this Contract complies with the Virginia Graeme Baker Pool and Spa Safety Act, 15 U.S.C. § 8001, *et seq.* (the "Act") concerning pool and spa drains. Contractor has no obligation to ensure compliance with the Act and Owner shall indemnify, defend and hold Contractor harmless from any action brought against Contractor pursuant to the Act.

10. **Access.** Owner shall warrant and guaranty that Contractor, its subcontractors, agents or assigns, shall have unrestricted and reasonable access to the contract property at all times.

11. **Cancellation.** This Contract may be terminated at any time by either party upon the provision of thirty (30) days advanced written notice to the other party and upon Owners payment of any amount then due and payable to Contractor.

12. **Dispute Resolution.** The parties agree that the provisions of the Colorado Construction Defect Action Reform Act, codified at C.R.S. § 13-20-801, *et seq.* shall apply to any dispute resulting from this Contract. In the event that any dispute arises related to this Contract, the parties agree that any dispute shall only be brought in the City and County of Denver Colorado and that each party hereby submits to such jurisdiction. In addition, the prevailing Party or Parties, as the case may be, shall be entitled to recover from the Party or Parties against whom judgment is entered, the expenses incurred by such prevailing Party or Parties in connection with the suit, which expenses shall include reasonable attorneys' fees.

13. **Withdrawal of Proposal.** If Owner shall not execute this Contract within forty-five days of signature by Contractor, such proposal shall be withdrawn and Owner shall not be entitled to rely upon any prices, specifications or other statement of Contractor set forth herein.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

*Brian Cadwallader*

1-24-11

By: Brian Cadwallader  
Field Operations Manager

\_\_\_\_\_  
Date