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2240 Trade Center Way • Naples, FL 34109 • Phone: 239-228-6125

Colony at Wiggins Bay  
Phone: 201-232-1085

Job Address:  
670 Wiggins Bay Dr  
Naples, FI 34110

Print Date: 1-16-2025

Proposal for COLONY AT WIGGINS BAY POOL RENOVATION COMMERCIAL

Thank you for considering Summit Pools, Inc. We strive to provide the best experience possible throughout the process with attention to detail by our in-house crews, customer service excellence, and happy, helpful, professional employees. Please visit us at SummitPoolsNaples.com or Facebook.com/SummitPoolsInc to view some of our most recent work. We look forward to making your oasis a reality!

Items	Description	Price
PERMIT ONLY COMM	Permitting only, for Commercial (Non-refundable)	\$750.00
EXISTING COPING & DECK REMAIN	Power tools and machinery will be used in the process. Summit Pools, Inc is not liable for any chipped, cracked, or broken coping and decking resulting from this project.	\$0.00
EXISTING HANDRAIL & LADDER REMAIN	Power tools and machinery will be used in the process. Summit Pools, Inc is not liable.	\$0.00
DRAIN P	Drain pool only and set well point	\$0.00
CRACK REPAIR	Staple crack on pool shell by steps	\$1,200.00
DUAL DRAIN P	Upgrade main drain to dual drain to code in pool	\$1,500.00
TILE CERAMIC COMM	Remove existing Commercial tile and dispose of Waterproof waterline Provide and install up to 110 LF of standard 6"x6" Ceramic tile on waterline per code (\$6 allowance)	\$4,400.00
TILE DEPTH MARKER COMM	Provide and install Depth Marker tile (12 Qty)	\$360.00
S&B CAP TILE COMM	Provide and install up to 20 LF of Commercial Ceramic Cap Tile on steps & benches per code	\$800.00
RESURFACE P COMM	Prep Commercial pool (up to 100sq of 1A, additional will be charged at \$5/per sqft)** Bond Kote Resurface pool with finish: FLORIDA STUCCO STANDARD SILVER PEARL ** If 2 or more layers of Finish exist, or extensive delamination, a Full Chip Out will be required at an additional \$5/per sqft	\$10,500.00
UPGRADE COVERS & FITTINGS	Upgrade main drain covers up to current code and upgrade wall fittings	\$0.00
START-UP 1M COMM	Pool Chemistry and 1 Month Start-Up for commercial Chemistry Testing Kit Initial Chlorine & Muriatic Acid fill	\$2,500.00
Draw Schedule 25/25/45/5	25% Due at Contract Signing 25% Due to Schedule 45% Due upon Coping/Tile Installation, before Resurface 5% Due at Completion	\$0.00

Total Price: \$22,010.00

CONTRACT TERMS & CONDITIONS

- Client warrants that he owns the land upon which the project is proposed or that he has full legal authority from the owner thereof, or any co-owner to enter into this contract, and the Client shall indemnify and hold harmless Summit Pools, Inc. in all matters arising on this account.
- Client is responsible to provide Boundary Survey and all necessary copies for permitting, if applicable.
- Client is responsible for Private Provider Application and fees, if applicable.
- Client is responsible to provide architectural, structural, landscaping and engineering plans if applicable, unless specifically listed in scope of work.
- Client is responsible for Home Owners Association ARC application and fees, and HOA submissions, if applicable.
- Client is responsible for securing Access Agreement from Owners of neighboring properties prior to commencement of work, if applicable.
- Client is responsible to provide parking.
- Notice of Commencement (NOC) and recording included, if applicable.
- Finish materials and/or final finish selections are due signed by Client at time of Contract. Any exception is at the sole discretion of Summit Pools, Inc.
- Failure of Client to provide signed final finish selections and/or finish materials within 15 days of shell installation will result in suspension of all work.
- Change Orders: After Contract is executed, any and all changes or modifications initiated by the Client will incur a \$500.00 Change Order Fee. Optional items are not included unless approved in writing by Client and shall become part of Contract.
- Any leftover material belongs to Summit Pools, Inc. unless specifically listed in scope of work.
- Excessive ground de-watering due to acts of nature or God is at the expense of Client and not included in this proposal. Price \$1200.00-\$1800.00.
- Removing and disposing underground barrier and/or cap rocks is at the expense of Client and not included in this Proposal. Price \$1200.00 for 1st hour, \$200.00 per hour thereafter until barrier and/or cap rocks are cleared.
- Safety Alarms included. Client is responsible for barrier and enclosure, unless specifically listed in scope of work.
- Client is responsible to provide all temporary utilities, electrical and water necessary to complete scope of work.
- Summit Pools, Inc. is not liable for hydration stains in pool/spa finish if Client turns property's water off or if Client does not purchase Water Truck Delivery to fill pool/spa.
- Client is responsible for removing gate/fence for access to construction area, if applicable.
- Client is responsible to provide unobstructed access and materials staging area.
- Client is responsible to provide sod, landscaping or irrigation removal, repair or installation, unless specifically listed in scope of work.
- Client is responsible for replacing plants, trees and shrubs that may need to be removed for access.
- Summit Pools, Inc. will perform haul-off of all excavated dirt or shuttling, unless specifically listed in scope of work.
- Client is responsible to provide fill dirt, if required, unless specifically listed in scope of work.
- Client is responsible for all electrical wiring and connection, unless specifically listed in scope of work.
- Client is responsible for all plumbing connection to copper or to or from house/building.
- Client is responsible for covering/removing outdoor items and furniture, as dust may be created in the process. All outdoor items and furniture required to be moved out of the work zone is the responsibility of the Client.
- Prices presented at time of Proposal are based on specifications, drawings and/or information provided by Client and available at the time of Proposal.
- Prices presented herein are valid for a period of 15 days from Proposal date unless otherwise stated.
- Summit Pools, Inc. reserves the right to withdraw its Proposal or adjust its price after the valid date, unless already accepted by Client.
- Should any Proposal information change from time of Proposal, Summit Pools, Inc. reserves the right to adjust its Proposal and price.
- Dimensions listed in the Proposal are approximate with up to 3 inch tolerance either way. Client agrees that the project shall be deemed complete and Summit Pools, Inc. held harmless if all dimensions are within 3 inch tolerance.
- Any items not listed in Proposal scope of work is by others and at the exclusive expense of the Client.
- Upon execution of Contract, Summit Pools, Inc. and Client reserve the right to rescind the Contract within 3 business days in accordance with Florida law.
- Client assumes all liability for damage to items such as, but not limited to driveways, sidewalks, curbs, sewers, patios, lawns, planting, sprinkler systems, septic tanks, or other underground or above ground obstructions in the access of the construction area.
- Summit Pools, Inc. shall have the right to stop all work in the event that payments on the Contract, as set forth above, are not immediately paid when due, and may discontinue work until the entire bill is paid and then complete the work. In the event of a default on the part of the Client in making payments when due or in performing any of the other components of this Contract, the Client agrees to pay Summit Pools, Inc. all cost, plus overhead and profit as liquidated damages and should Summit Pools, Inc. incur any cost or expenses in collecting payment or enforcing the terms of this agreement, the Client agrees to pay all such costs and expenses including a reasonable fee for Summit Pools, Inc.'s attorney.
- Client hereby agrees to allow Summit Pools, Inc., its employees, agents, sub-contractors and representatives access to the jobsite until the Contract is paid in full. All equipment, accessories, tools and supplies shall continue to be the property of Summit Pools, Inc. regardless of being affixed to real estate and tied thereto, and shall not pass onto the client until the Contract is paid in full.
- Client agrees that Summit Pools, Inc. shall be permitted to perform its work without interruptions. If it is delayed at any time by any act of neglect of the Client or Client's representatives or employees, or any other contractor employed by the Client, Summit Pools, Inc. shall be reimbursed or paid for the additional expenses or damage. This shall include loss of use of equipment caused by said delay; that in all cases involving work stoppage, extra work or cancellation, it is agreed that the Client will pay or reimburse Summit Pools, Inc. for its complete costs of labor and/or materials, plus 20% overhead, plus 15% profit.
- Summit Pool, Inc. shall not be held liable for any damage to installation, or delays resulting from storms, floods, earthquakes, swelling of ground, war, governmental controls, strikes, acts of God, or any other accidental or natural causes beyond its control.
- Client agrees for Summit Pools, Inc. to place a sign in front yard until project is completed, if HOA allows.
- Summit Pools, Inc. reserves the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures and video taken of pool, spa and deck with all its components during and upon completion of the project to be used for any lawful promotional materials for advertising and social networking sites. Client agrees to waive any rights to royalties or other compensation arising or related to the use of print or digital communications, and these materials shall become the property of Summit Pool, Inc. and will not be returned.
- Deck, Marble, Travertine, and Limestone/Shellstone: These are products of nature, and no two pieces are exactly alike. Natural stone absorbs moisture or "breathes" making it vulnerable to stains. Some stains are caused by a chemical reaction with the minerals in the stone and may not be removed. All Decking: Up to 10% breakage, damage, or inconsistencies in quality of all materials are considered acceptable. Material is hard and can be slippery when wet. Client holds harmless Summit Pools, Inc. Sealers: Provide some protection, but it is impossible to repel every stain.
- Any materials or supplies provided by Client is at the risk, liability, and expense of the Client, as installation and materials not warranted.
- Warranties. **Pool/Spa: Summit Pools, Inc. warrants the pool/spa to be free from defects in both material and labor for a period of one year from the time the pool/spa is filled with water.** This warranty period shall not be extended by any work performed under this warranty, as the remaining warranty period shall continue under the conditions of the warranty. **Pool/Spa Equipment, Interior Finish, Screen Enclosure, Fence, etc.: These may have additional warranties provided by the manufacturers. Client is responsible to register for these additional warranties directly with the manufacturers.** Tile and Finishes: Color and pattern variations are normal characteristics of tile. Shading, variations in color and texture, graying shadows and bleaching in finishes are normal characteristics of cementatious products. Staining in finishes can be caused by many factors beyond the control of Summit Pools, Inc. such as fill water chemistry, improper use of chemicals, pollution, metal contamination, foreign object, negligence, improper cleaning, etc. Summit Pools, Inc. does not warrant against these factors. Decks and Walkways: These are not warranted against cracking and staining. None of these warranties extend to damage caused by acts of God, structural defects, building settlement or movement, fire, vandalism, negligence other than our own, prior existing construction defects, abuse, improper maintenance, misuse, alteration, or any other cause not controlled by Summit Pools, Inc. None of the warranties are transferable unless provided by an officer of Summit Pools, Inc. **ALL WARRANTIES ARE EFFECTIVE ONLY IF CLIENT HAS COMPLIED WITH ALL TERMS AND CONDITIONS, PAYMENTS & OTHER PROVISIONS OF THIS AGREEMENT.**
- Cash, check, and wire transfer payments are accepted. Credit card payments are accepted with a convenience fee of 2.5% of the transaction amount.

**Pending** as of Jan 16, 2025 by CLAUDIA GOMEZ  
Approval Deadline: Jan 30, 2025

Reason for Action

☐ I agree to pay all invoices according to the draw schedule identified above: I understand that I will not received any warranties until job is fully paid.

I confirm that my action here represents my electronic signature and is binding.

Approve Decline