



Continental Pools - SOVA  
 4805 Market Drive,  
 Newport News, VA 23607  
 757-213-8181

## The Tides at Newmarket Creek Swimming Pool Repair/Maintenance Specification

Please provide an authorizing signature at each item and fax this page to (301) 498-2709

### Repairs

<u>Name</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
Pump Repair replacing broken pump housing(including lid assembly) on water feature pump., the pump is not operational due to air intake on broken housing. [Strongly Recommended]	1.00 Each	915.00	915.00	_____
Suction / Discharge Plumbing Replacement of leaking discharge at water feature pump. [Strongly Recommended]	1.00 Each	357.00	357.00	_____

### Parts

<u>Name</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
Test Kit - Taylor (Drops) K2005 (3/4oz)  [Must Do - Compliance]	1.00 Each	128.13	128.13	_____

First Aid Kit w/ Season Restock	1.00 Each	142.45	142.45	_____
[Must Do - Compliance]				
Eye Wash Station - OSHA	1.00 Each	469.20	469.20	_____
[Must Do - Compliance]				
Hazmat Handling Package	1.00 Each	79.50	79.50	_____
[Must Do - Compliance]				
Pole - 12' x 24' - there is no vacuuming pole in order to be able to perform necessary cleaning	1.00 Each	310.50	310.50	_____
[Must Do - Compliance]				
Leaf Rake Net - there is no Leaf rake net in order to perform cleaning	1.00	89.69	89.69	_____
[Must Do - Compliance]				
Pool Capacity Sign	1.00 Each	47.18	47.18	_____
[Must Do - Compliance]				
Water Quality Board - Disposable	1.00 Each	17.93	17.93	_____
[Must Do - Compliance]				
19in Life Ring -life ring is in poor condition and should be replaced	1.00 Each	199.15	199.15	_____
[Strongly Recommended]				
Pole Hooks (Pair)	1.00 Each	142.32	142.32	_____
[Strongly Recommended]				
Strainer Gasket - Whisperflo poor condition pump gaskets, should be replaced	2.00 Gasket	30.94	61.88	_____
[Strongly Recommended]				
No Running Sign	1.00 Each	41.05	41.05	_____
[Recommended]				

**Repairs Subtotal: 1,272.00**

**Parts Subtotal:** 1,728.98

**Total:** 3,000.98

*\*Sales Tax will be added to the parts invoice upon billing.*

*\*\* If you are a DC customer, sales tax will be added to all parts, construction, and repair invoices upon billing.*

*Prices quoted are valid for 30 days from 5/12/2024.*



# **CONTINENTAL POOLS, LLC**

## **STANDARD TERMS, CONDITIONS, & WARRANTIES**

The following Terms, Conditions, & Warranties, together with the executed Proposal/Service Repair Letter, constitute a contract (“Agreement”) between Continental Pools, LLC (“Contractor”) and The Tides at Newmarket Creek (“Owner”) to which materials and/or labor is being supplied (“work”). The parties agree as follows:

### **OWNER RESPONSIBILITIES**

1. **ACCESS TO SITE** - The owner shall provide and designate sufficient and proper access to the job site for the movement of trucks, tools, dumpsters and other equipment and materials. Contractor shall not be responsible for damage to lawns, landscaping, trees, curbs, sidewalks, driveways, roads, sewage systems, or to any real or personal property caused by Contractor's equipment within the access way to and the work area itself. Unless otherwise provided in this Agreement, no sodding, seeding, fine grading and/or landscaping are to be provided by Contractor. Contractor's obligation in that regard consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion. Contractor will not be responsible for clean-up of dust created from wind or sandblasting, unless otherwise agreed.
2. **UTILITIES** - Owner agrees to furnish electric power and water to the construction site for use by Contractor during the repair work. Owner is responsible for the payment, and delivery of fill water, if needed.
3. **DELAY** - Delay of work by Owner will render the completion date indicated in this Agreement inapplicable and Owner shall be responsible for all costs related to such delays.
4. **CHANGE ORDERS** - Some change orders may be necessary due to job conditions, changes required after plans have been submitted for permits, product unavailability, or because, as the work progresses, changes for the benefit of the Owner become obvious. Materials and/or work, in addition to that expressly provided for in this Agreement, will be billed separately by Contractor to Owner. Payment for such additional materials and/or work is due upon delivery and/or completion.

### **GENERAL PROVISIONS AND WARRANTIES**

5. **PLANS** - If plans and specifications are attached, they form part of this Agreement. In case of conflict between such plans and specifications and the agreed conditions of this Agreement, the agreed conditions of this Agreement shall prevail. Contractor shall have the right to make inconsequential adjustments to the procedure, materials, and/or methods when the result is equal to or is greater than the expected work as determined by and at the sole discretion of Contractor.
6. **DELAY** - Contractor shall not be liable for loss or damage of any kind attributable to any delay caused by, but not limited to, weather conditions, labor difficulties, accidents, acts of civil

or military authorities, acts of God, acts by Owner or other contractors, or any other conditions, causes or circumstances beyond Contractor's control.

7. DEMOLITION - During the demolition phase of the work, concealed/affected areas may need improvement; these items shall be billed at additional cost upon owner approval. These possible exceptions include, but are not limited to, additional delaminated or hollow whitecoat "pops", excessive thickness of mud bed between coping stones and bond beam, existing bond beam damage, excessive thickness of existing concrete (> 4"), electrical or plumbing lines in or below concrete, rebar running in concrete requiring removal, and effects from vibrations during use of demolition equipment. If coping and/or tile are not replaced in conjunction with each other, or only partially replaced, Contractor will use caution during demolition, however, should remaining pieces become damaged, Contractor will replace all such areas at additional cost to Owner upon approval.

8. ELECTRICAL - Electrical connections are excluded from this Agreement unless otherwise specified. The existing electrical service is assumed to be adequate for the use of the existing swimming pool equipment and any new equipment which has been provided or requested and approved for installation. If, for any reason, electrical upgrades are needed for the use of said equipment, such upgrades or improvements will be at the Owners expense.

9. SUBSTITUTIONS - Contractor reserves the right to substitute materials, equipment or methods of equal or better quality to that specified in this Agreement without notification or any additional cost to Owner.

10. OWNER BREACH - In the event Owner breaches any of the terms and conditions of this Agreement, Contractor may, without waiving any rights it may have as a result of said breach, continue to do work pursuant to this Agreement, or it may stop work without further obligation or liability to Owner. If the latter, Owner forfeits all payments previously made to Contractor, and Owner will be liable to Contractor for damages caused by said breach, and all costs incurred by Contractor including reasonable attorney's fees and other costs of collection.

11. WARRANTY - Contractor warrants that all materials and/or parts used to complete the work will be made of suitable quality and all work completed in a competent and workmanlike manner in accord with industry standards. Any defect in Contractor's workmanship appearing within twelve months of completion shall be repaired without cost, conditional upon Owner providing written notice of such defect within fifteen (15) days of learning of said defect and taking appropriate and reasonable measures to mitigate further damage, without cost to Contractor without prior approval. Machinery and/or assembly units, parts, motors, fittings, heaters, accessories, and other manufactured items and materials purchased by Contractor for use in completing the work are provided with only the manufacturer's warranty, if such a warranty exists, and Owner agrees and understands that he/she shall rely solely upon the terms of any such warranty if it exists.

12. DAMAGES - Contractor's warranty does not include, and Contractor shall not be responsible for any damage resulting from, or caused by, surface drainage, acts of God, or the draining or emptying of the pool.

13. INSURANCE - Contractor will maintain Public Liability Insurance to protect against accidents and injuries directly due to the gross negligence of Contractor or our employees. Owner has or will obtain, prior to the start of work, a suitable insurance policy to protect his/her property and interests. It is expressly agreed and understood that Contractor will not be liable

or responsible to any person for loss, injury and/or damage sustained as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of the Contractor or its employees. Contractor is specifically exempt from liability due to mechanical failure of equipment or damage to the pool due to faulty construction or defective workmanship by others, or hydrostatic conditions. If Contractor is invited to complete pool work or any other type of work that requires the draining of the pool, Contractor will not be responsible for any damages related to the water level in said pool.

14. **HAZARDOUS MATERIALS** - Contractor specifically reserves the right to halt excavation, demolition, or construction processes, without penalty under this Agreement or incurring financial or legal responsibility for, the discovery or exposure of any and all hazardous materials including, but not limited to lead, asbestos, petroleum products, medical waste and any other hazardous material that has a natural or unnatural origin, and the disposal, abatement, or remediation of such materials. Owner agrees to, at his/her own expense, remedy any such discovered defect and provide a site, free of hazardous materials, prior to the entry or re-entry of Contractor personnel while maintaining the schedule of payments as provided elsewhere in this Agreement or supporting documents.

15. **SUBSURFACE** - Contractor has assumed the excavation site to be free and clear of concealed/unforeseeable subsurface conditions, natural or unnatural, which would impede the progress of normal excavation. There is no provision in this Agreement to allow for expenses associated with the use of mechanical breakers, explosives, or the removal and disposal of unsuitable soils, rock, waste materials or other objects of any kind. Further, there is no allowance for expenses associated with the installation of suitable replacement materials. Owner, at his/her own expense, utilizing Contractor or other qualified personnel, shall remedy any such situation before Contractor proceeds with further excavation. In addition, stone needed for low or washed out areas is Owner's responsibility. The costs of repairing/replacing unmarked, mismarked or unknown underground utility lines, piping or conduits of any nature or any other subsurface item is also excluded.

## OTHER TERMS

16. **NOTICE & ACCEPTANCE** - Unless otherwise provided in the Authorization to Perform Work, Owner agrees to pay Contractor within thirty (30) days after work is complete or accepted, whichever comes first. Unless otherwise agreed in writing, Owner agrees that written notice must be made for any deficiency, defect, or warranty claim within fifteen (15) days. Failure to provide timely written notice shall constitute acceptance of the work and payment in full shall be due.

17. **CLAIMS** - It is specifically agreed that no legal claims or actions may be made or commenced against Contractor before Owner has provided proper notice, Contractor has had a reasonable opportunity to complete the work or warranty repairs, and until the contract price, including any change orders, has been paid in full.

18. **PAYMENT & COLLECTION** - In the event that timely payment is not made, Owner shall be obligated to pay 1½% per month interest on any unpaid balance in addition to any costs of collection including reasonable attorney's fees. It is the express intent of the parties to this Agreement that title to equipment and accessories shall not pass to Owner until the full price in accordance with this Agreement shall have been paid to Contractor. If payment is not made according to this Agreement, Contractor may at its sole discretion, without notice, enter Owner's premises and repossess any equipment and/or accessories provided in this Agreement, and apply

**the value, less reasonable depreciation, against any unpaid balance. Contractor may also suspend or terminate the performance of additional services until the balance is paid.**

*This Agreement (Standard Terms, Conditions and Warranties) together with the executed Proposal/Service Repair Letter constitutes the entire understanding between the parties and there are no other agreements, representations, or warranties therewith.*

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**Print Name**

**Sign Date**