

Agenda for Special Meeting regarding Decking Project, Off-Season Pool Rental, and Heater Purchase: Wednesday, June 28, 2023, 7:15PM @ Pines Presbyterian

Decking Project:

- Review all final proposals/bids on the deck project (remove current overlay & refinish with Spray Deck OR replace deck entirely and apply Spray Deck).
- Vote on moving forward with the decking project.
- If voting to move forward, approve a proposal/bid and begin work once the 2023 season is over.

Dad's Club Off-Season Pool Rental:

- Review final proposal from the Dad's Club regarding off-season pool rental for 3 years.
- Dan Zoch, Fletcher Dunson, or Kyle Hill to provide their recommendation for rental agreement following their discussions with Dad's Club
- Vote to move forward to enter into a rental agreement with Dad's Club for off-season pool rental for 3 years.
- If voting to move forward, approve a rental structure agreement.

Heater Purchase:

- Review heater proposals and determine if feasible.
- Capital Improvement Committee ("CIC") to provide their recommendation for a heater.
- Vote on moving forward with purchasing a heater.
- If voting to move forward, approve a heater option.

Meeting called to order 7:29PM, 6/28/2023, had to change locations due to Pines Presbyterian being locked; Eisterhold put up signs at Pines Presbyterian on exterior doors indicating a change of venue to the reserved room at La Madeline in Town & Country Shopping Center.

Attendees: Katie Eisterhold, Andy Bonnin, Alex Rosca, Ladd Williams, Dan Zoch, Cezar Andrei, Fletcher Dunson, Michael Ferrier (conference called in), Nete Sundt, Karen Davidson, Jim Davidson

Decking Project:

- Review all final proposals/bids on the deck project (remove current overlay and refinish with Spray Deck OR replace deck entirely and apply Spray Deck)
 - Dan Zoch (speaking for Capital Improvement Committee or "CIC")
 - He, Fletcher Dunson, and Kyle Hill (the CIC) were tasked with finding a solution to repair the pool knowing they had to wisely use some of the reserves (\$270,000 available).
 - First up the board immediately handled and fixed electrical issues and replaced the fence around the pool and tended to some issues in the restrooms.

- Then moved focusing on the pool deck where there is delamination, deck issues, and drainage issues. The CIC got 5 bids. All 5 bids the CIC received recommended grinding off the top overlay and replacing it with cool deck. The CIC vetted and narrowed down to three bids (Progressive, Allied, and Platinum) and their recommendation is to go with Progressive Aquatics based on seeing Dad's Club. They'll charge \$130,000 for their work. Progressive Aquatics won't have change order fees that get passed along with unintended consequences. Work should take 2-3 weeks. The other two companies did not measure up in comparison to the bid from Progressive: Allied gave the CIC concerns because they were doing a residential fix for a commercial project and Platinum couldn't give a set timeline and got mixed reviews from other pools who had used them to do work.
 - Bonnin wants to discuss the 2 year warranty. CIC advises this is the gold standard. Bonnin wanted to know if Sweetwater was approached. They were and their bid was \$260,000 which was far more than other bids they received.
 - Andrei wants to know if the Progressive cost will go more than \$130,000. CIC feels like Progressive is a cleaner bid with less unrealized situations and all is resolved.
 - Alex Rosca met with Sweetwater regarding a leak in the pool back in February. The leak has not yet been fully resolved but partially repaired. Sweetwater advised Alex to grind down the current overlay and redo it (low risk and cheaper) or to do a complete overhaul (taking out the old concrete, putting in new rebar, etc.) which he was warned that can be more expensive than bid because electric can be cut and more costly to be replaced. Sweetwater recommended grinding down the top layer and then to take a look and decide what we need to do then. In order to find the best solution, Sweetwater. When fixing the slide, we realized that there is no rebar under the pool which explains cracks. Blue Ocean Concrete provided two bids: 1 for the lesser of the two scopes of work (resurface) for about \$57k and 2nd for the larger scope of work (complete overhaul) for just under \$100k. Sweetwater can project manage for 10% and 15% respectively on Blue Ocean Concrete's work. Alex's recommendation is to go with the \$56,000 proposal to Blue Ocean Concrete and have Sweetwater manage the project for \$5,600.
 - Ladd Williams asked if there was confirmation that Sweetwater would assume all recourse. Alex Rosca said that Sweetwater had said they would, but there was some general skepticism as to whether that would actually be the case if Blue Ocean didn't perform all of the work or did not perform the job satisfactorily.
 - PUBLIC QUESTIONS/COMMENTS:
 - Nete Sundt wanted to know the lifespan of the electric lines and the concrete work
 - Dan says Progressive says if we re-color the deck every 3-5 years for \$12-\$15k that we should get 15 years out of this.

- Dan advises that electrical be hard to chase.
 - Karen Davidson wanted to know if the BBB was checked on these companies.
 - CIC did not check on theirs but trusts the Dad's Club recommendation.
 - Alex trusts Progressive Aquatics but wants to use the cheaper option. Alex trusts Nat with Sweetwater's recommendation to use Blue Ocean.
- Rosca makes a motion to use Sweetwater to oversee the Blue Ocean Concrete proposal \$56,000 so long as they meet all of the requirements: warranty, etc. Cezar seconds. No additional votes to use Blue Ocean Concrete with Sweetwater overseeing the Blue Ocean Concrete proposal.
- Dan Zoch makes a motion to proceed with the CIC recommendation to use Progressive Aquatics, Fletcher seconded. Williams, Bonnin, Eisterhold, and Ferrier vote yes.

Dad's Club Off-Season Pool Rental:

- Documentation at the bottom of the minutes shows initial conversation and follow-up emails with Dad's Club to proposed terms for rental the Fonn Villas pool in the off-season, which would provide additional income for the FVCA, which is a bonus since FVCA does not bring in much from annual HOA dues.
- Williams proposes that we set up any and all agreements with the Dad's Club as follows (and on attached sheet at the end of meeting minutes):
 - FVCA will recover the initial investment of a heater that is required to provide the proposed services to the Dad's Club over the Guarantee Period of the initial contract term.
 - FVCA should not incur any Additional Costs as a result of the proposed transaction
 - In the event The Dad's Club wants to retain their ability to terminate the contract prior to the expiration of the Guarantee Period, then The Dad's Club must agree to reimburse the Unamortized Balance of the Initial Investment, as well as any expenses accrued and/or incurred up until the effective date of such cancellation, with all amounts being due within 30 days of the effective date of the termination.
 - Put cost of a required heater and ongoing maintenance and heating costs onto Dad's Club for rental
 - In the event both parties agree, the contract may be extended after the expiration of the initial contract term.
- Additional comments made from Rosca, Dunson, Bonnin and Zoch that the following should be included with any off-season renter of the Fonn Villas Pool:
 - Put Sweetwater costs onto whoever is renting from us
 - Put any increased insurance costs onto whoever is renting from us
 - Have to recover costs of heater in a non-cancelable 2-year term (\$50,000 heater would be \$25,000/year)

- Bonnin proposes that Zoch is the primary contact with Dad's Club, all communications being brought back to the board; all agree.
- Dunson makes the point that the work here is almost done, we just need to find the final heater
- Zoch makes a motion for him to move forward with him and Bonnin getting a contract from Dad's Club that meets all the terms set forth by Williams that will be presented to the board for approval at a later meeting; Williams seconds, all in favor.

Heater Purchase:

- Briefly discussed heater specs as per the sheet at the end of the minutes, but additional heater information will be needed to review at a future meeting in conjunction with further review of a contact from the Dad's Club that meets the terms as set forth by Williams; will be tabled for further discussion and vote until July board meeting.

Meeting adjourned at 8:54PM

Memorandum

To: Fonn Villas Board of Directors

From: Capital Improvement Committee

Date: June 19, 2023

Subject: Re-deck Recommendation – Fonn Villas Swim Club

The existing deck overlay at the FVSC is beyond its useful life as evidenced by the cracking, fading, drain failure and exposed joints. The Capital Improvement Committee has met with at least 5 pool contractors to solicit recommendations and proposals to repair and/or replace the existing overlay.

The bids are summarized as follows:

Bidder	Amount
Progressive Commercial Aquatics, Inc.	\$130,791
Sundeck of Houston	\$150,441
Platinum Pools	\$161,333

All of the reputable commercial contractors we talked to recommended grinding off the existing overlay and replacing with new. None of the contractors recommended jackhammering out the existing deck and concrete subgrade and replacing as it could cause structural damage to the pools. In addition to the deck the drains need to be completely rebuilt to provide positive drainage so the new deck will last. After reviewing the proposals and soliciting references, we recommend engaging Progressive for the job. Progressive (www.proaquatic.com) specializes in commercial pools and has been in business for 40 years. They recently renovated another pool in Spring Valley (Dad's Club) and it turned out very well. We spoke with the General Manager of the Dad's Club and she highly recommended Progressive and said they would use them again.

If approved, Progressive could start work immediately after Labor Day and the project duration would be about 3 weeks. The \$131,000 project would be funded from our Reserve Maintenance Fund. The CIC recommends proceeding with Progressive.



Spray Deck Info Sheet

- What is lifespan of spray deck? Specifically complete re-do?
 - If owner keeps up with re-color the every 3 to 5 years, there is no reason why it shouldn't last 15+ years. Re-color estimate \$12-14K
- What is warranty?
 - Two (2) year guarantee against defective materials or workmanship (i.e. bond failure). Including chipping, flaking or peeling of the application.
- How long will Fonn Villa project take?
 - 2-3 weeks weather dependent.
- What types of decking are other commercial pools using?
 - The most common is spray decking.
 - Some new builds chose to just do brushed concrete, due to budgeting. But we tend to see them apply spray decking later on due to keep look and it's a slip deterrent.
 - Indoor pools also use tile, but this is very expensensive.
- How do we care for our decking/maintain?
 - After application is finished:
 - Walking on your surface is permitted after one full day of sunlight.
 - Personal touches such as: a grill, pottery or furniture, etc., can be added 48 hours after completion. Be aware that before any furniture can be placed upon your surface, you need to add plastic protectors to the bottom to avoid scrapes or indentations.
 - All Automobiles can be driven on your driveway 5-7 days (weather permitting) after completion.
 - Surfaces take 21 days to harden, so please avoid pushing or pulling heavy objects over your surface during this time.
 - Please be cautious not to spill pool chemicals on your surface such as: undiluted muriatic acid or chlorine, as it could possibly discolor your deck.
 - No fertilizing or watering of any kind can be done near or around your freshly applied to surface. It is advised that you wait 12 hours before resuming lawn care or pool surface.



- **Cleaning of Stains & Dirt:**
 - To stop stains and dirt from being ground into your surface, be sure and clean bi-weekly with a water hose.
 - For harder stains, you can use a firm brush with a citrus-based detergent. Apply detergent, scrub and then hose off.
- **Tougher Stains:**
 - Water puddles can sometimes leave behind white stains. In cases like this, just pick up “Lime Away” at your local grocery store. Apply to surface, let sit for 10 minutes and then rinse.
 - Rust stains can also be removed by buying “Iron Out” (white bottle with red lettering) at your local Lowes or Home Depot.
 - For tough stains use “GoJo Orange” (rub on and hose off).
- **Effects of Salt:**
 - Efflorescence appears as a white crystalline deposit of salts, lime and/or other minerals that surface on concrete, grout, and tile. These water-soluble salts and minerals typically come from the ground or where cementitious or alkali substances exist. Salts and minerals travel to the surface, using moisture as their carrier; when the moisture evaporates, the salts and minerals are left over. Efflorescence is like the white powder left on the surface of a pool or any concrete surface once the water evaporates. This can be removed by using a mixture of 25% Muriatic Acid mixed with 75% water.
- **What should I avoid/cause damage to my decking?**
 - Power Washer with a PSI over 2000
 - Metal or wire brushes
 - Full strength acids
 - Metal scouring pads

Proquatics Notes

Erica Peace

erica@proquatic.com

832-425-4196 (Cell)

Q&A

How should we think about underground plumbing and electrical issues?

- If you suspect a leak spend \$2k on a leak detection survey and repair as necessary
- Replacement of majority or all of plumbing on old pool generally doesn't make sense because you have to bring to current code which requires you replace from main drain to pump house which is cost prohibitive
- Same with electrical. If you can't pull pool lights and chase from there it's cost prohibitive to chase and you're better off installing overhead lights
- For these reasons with old pools it often makes sense to ride them out rather than do major preventive repairs/replacement
- Dad's Club went through similar analysis and is riding it out

How much would it cost to rip out all deck and replace?

- \$1 M+. Better off replacing with modern pool at total cost of \$1.5-2 M.

How do we go about pricing new pool?

- Spend \$5-8K to go through Progressive Aquatics Design & Budget Process. Resultant plans will be owned by POA and can be bid to other pool contractors. Would involve aquatic engineer and landscape architect. Work can be sequenced over a couple years.
- Total cost magnitude of all new pools is \$1.5-2 M. Would not build what we have now (inefficient, wasted space, etc.). New Pools design have shallow areas, slides, splash pads, etc.

Can we "poor boy" and recolor existing deck, fix drains, etc.?

- Perhaps but existing decking was installed in 2012, is delaminating and is at the end of its useful life. So you might be throwing good money after bad.

BID #1

Progressive Commercial Aquatics, Inc.



2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q6698
Date: 3/6/2023
Shipping Method:
Salesperson: Erica
Exp Date: 5/5/2023

Bill To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Ship To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FON VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Complete Refurb of Current Deck *See details	1	EA	\$99,675.00	\$0.00	\$99,675.00
NONSTOCK	Drain Re-do	1	EA	\$22,816.00	\$0.00	\$22,816.00
NONSTOCK	Refurb of Concrete Under Pavillion *See Details	1	EA	\$8,300.00	\$0.00	\$8,300.00

TX \$0.00
HIMTA \$0.00
Har#24 \$0.00

Total Weight of Items 0 lbs

Total \$130,791.00
Tax Total \$0.00
Grand Total \$130,791.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q6698
Date: 3/6/2023
Shipping Method:
Salesperson: Erica
Exp Date: 5/5/2023

Bill To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Ship To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Item	Description	Qty	UOM	Unit Price	Tax	Total
PROJECT TO INCLUDE:						
LINE 1:	REFURB OF EXISTING DECK - Removal of existing deck coating, application of new spray deck, removal and replacement of all expansion joints, new expansion joints between decking and pool coping, and new deck markers around all pools. Includes area inside gates and sidewalks outside - all currently decked areas. No new concrete added. Customer to pick color.					
LINE 2:	DRAIN CLEANING - Cleaning of all drains. PLEASE NOTE - drains appear to be installed incorrectly. They may NOT drain properly after cleaning. Drains can be re-done - approximately \$92/linear ft. With 248 linear ft that would be \$22,816					
LINE 3:	NEW DECK - Demo of current poly decking. Addition of new concrete would be added to entire area. Spray deck to match other decking would be applied.					
LINE 4:	REFURB OF PAVILLION DECK - Removal of epoxy paint and application of spray deck.					
LINE 5-7:	Install of new back stroke flag stanchion post. Flags not include, but can be quoted.					

TX \$0.00
HMTA \$0.00
Har#24 \$0.00

Total Weight of Items 0 lbs

Total \$130,791.00
Tax Total \$0.00
Grand Total \$130,791.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



Proposal & Contract (Detail)

Sundek of Houston
 5070 Ashley Ct., Houston, TX, 77041
 Phone (281) 859-4696 CSC • Fax (281) 859-4698 CSC



Opp S221101-112802
 Job P221128-175963

Owner: Fonn Villas Swim Club
 Address: 631 Hallie Dr, Houston, TX, 77024
 Phone: (281) 702-0704
 Sales Rep: Vincent Penne, Mobile: (281) 739-0351
 Go Ahead Date:

Referral Partner:
 Address:
 Referral Contact:

BID #2

GENERAL DESCRIPTION OF WORK

Scope of work includes mobilization of crews, material, and equipment to the job site. Removal of all furniture, potted plants, grills, and any customer belongings are to be moved by the customer prior to the arrival of the Sundek of Houston installation crew. Homeowners are responsible to make sure no people or pets walk on the surface of the work area during the installation process. Homeowners are to make sure to shut off any sprinkler or irrigation systems on or around work areas. Any damage caused by the before mentioned will be repaired at the homeowners expense.

**Customer must provide access to water and electricity.

*** COPING- NO WORK TO BE DONE. IN THIS PROPOSAL, THE SCOPE OF WORK DOES NOT INCLUDE THE COPING (REMOVAL OF EXISTING LIMESTONE OVERLAY AND APPLICATION OF NEW OVERLAY) *****

*****OPTIONAL ITEM 191***** APPLY SUNDEK MASONRY EFFECT (PATTERN) TO CLASSIC TEXTURE. CUSTOMER SELECTION IS A (DESIGN TBD)*****

SYSTEM, CLASSIC TEXTURE NO PATTERN ON POOL DECK + COVERED SECTION + WALKWAY (STREET SIDE)
 INCLUSIONS AND SCOPE OF WORK

- Remove existing urethane mastic in the expansion joints
- Cover pool with sheets of plastic during topping removal to protect pool and plaster from dust and debris from the removal process
- Remove existing flagstones by us of commercial concrete planner, chipping hammers, chisels, sledge hammers, commercial grinders, and commercial vacuum. Once slate/ is removed, grinders may have to be used to smooth out or remove existing thin set mortar. Bubble wrap and/or plastic wrap adjacent windows and pool for protection against flying debris. Additional labor hours are approximate and may change once topping removal is started or unknown variables are discovered
- ***** Remove to Sundek specification. Upon completion of topping removal any and all unforeseen issues will be addressed (ie additional cracks, blending, additional expansion joint work)*****
- ***** Dust, Virtually all construction work creates dust. SUNDEK OF HOUSTON crew will do their best to minimize and confine the dust to the project area. It is the owners responsibility to have any and all non-project and surrounding areas thoroughly cleaned once the project is completed if necessary. The term "Area" includes but is not limited to Pool, grass,, house, solar panels, roofs, balcony, plants, furniture, fence and windows and/or ANY area not described in contracted scope of work *****
- Clean up job site
- Powerwash surface to Sundek specification to remove all dirt and debris to prepare for the chosen Sundek product
- Paper and mask surrounding areas to protect property during the application process
- Apply epoxy weld crack treatment to cracks ***No Warranty on crack treatment*****
- Apply 2 base coat for a proper bonding interface and to make a uniform surface profile
- Float bubble pack around pool perimeter to help protect the pool interior from debris
- Blending/Concrete repairs will only occur in the identified areas, Sundek is not responsible for water drainage in other areas not specifically identified in this contract. Blending pricing is an estimate, Sundek will blend up to the specified amount of material quoted only. If after this amount of material is used, and the Owner is not satisfied with the result, additional material will be used per Owner request and accepted change order.
- *****OPTIONAL***** Apply Sundek Masonry Effect to Classic Texture, Customer selection is a (TBD) design in color of customers selection *****
- Apply Sundek Classic Texture spray coat for the desired decorative look while also providing a slip-resistant surface (1 Color TBD)
- Fill with sand and install self-leveling urethane mastic to Sundek Spec in open expansion joints + coping joints ****No Warranty***
- Clean up the job site of all materials, equipment or other Sundek related debris

EXCLUSIONS

- Removal of furniture and/or personal belongings
- Work on coping (Remove existing limestone or apply new overlay)
- Urethane mastic
- Warranty on Epoxy crack treatment
- Urethane crack treatment
- Leveling of concrete
- Adding new concrete
- Remove or replace existing depth markers
- Remove or replace channel drains
- Any work not specified in this proposal

Classic Texture

Helpful Links

- Product Brochure - <https://www.sundek.com/wp-content/uploads/630-Classic-Texture-Brochure-Current.pdf>
- Color Chart - <https://www.sundek.com/wp-content/uploads/421-Final-Signature-Color-Chart-PDF-1.pdf>
- Photo Gallery - https://www.sundek.com/photo-gallery/classic-texture_21/

- *Pricing good for 30 days Subject to change after 30 days
- **2/3 weeks after signing the contract as of 11/28/2022 Subject to change depending on actual sign date and upcoming weather (inclement weather)
- ***Deposit to be paid 2-3 weeks prior to start date

Upon completion the customer agrees to inspect workmanship of completed project with installation crew leader. Crew shall make any necessary touch ups or corrections at this time. Once work is deemed fully satisfactory/accepted, Customer shall release crew from project by Signature of crews acceptance form. Should the crew not present this form for signature please contact Alexis Raygoza operations manager @ 281-301-5921

Proposal is valid until 12/28/2022, A 4.5% increase shall be applied on 12/29/2022 and every calendar year thereafter.

Payment terms, A 50% mobilization deposit is required no less than 2-3 weeks prior to installation. Deposits can be made online @ <http://www.sundekhouston.com/payments/>. Final project balance is full net due at time of completion and customers acceptance of the work performed after install in crew/customer joint inspection.

For the Contract Amount, SUNDEK OF HOUSTON "Contractor" agrees to furnish necessary materials and labor and to complete the construction on the property in a good, workmanlike manner according to the above specifications.

System Type: Classic Texture, Option Detail: *****OPTIONAL ITEM 191***** Apply Sundek Masonry Effect to Classic Texture, Customer selection is a (TBD) design in color of customers selection., Years of Warranty: 2

Product	Unit	Quantity	Rate/Color	Grout	Patterns	Notes	Price
212 Topping Removal - Level 3	SF	8137.00	\$3.03			Top Removal existing limestone around pool #1, pool #2, pool #3, covered section and walkway (street side) ****Does not include removal on coping****	\$24,655.11
1 Remodel Classic Texture (2 base coats, 1 color)	SF	8137.00	\$5.51			Remodel Classic Texture (2 base coats, 1 color)	\$44,834.87
227 Epoxy Weld Crack Repair	LIN FT	265.00	\$6.07			Epoxy weld crack repair *****No Warranty on crack treatment***	\$1,608.55
223 Blending - Per Bag	BAG	6.00	\$220.50			Concrete repairs in different areas around pool #1 and pool #2, and pool #3. Apply Epoxy 54 Primer. Apply Epoxy 54 Primer	\$1,323.00

300 Remove Joint Sealant	L N FT	572.00	\$2.21		Remove existing mastic in expansion joints	\$1,264.12	Contract Amount	\$119,325.70
301 Replace Joint Sealant - <1/2	L N FT	1851.00	\$4.41		Install new urethane mastic in all expansion joints + Coping joint****No Warranty on urethane mastic****	\$8,162.91	Tax (4%)	\$0.00
408 Fuel Charges	DOLLAR	4.00	\$75.00		Fuel + Travel time	\$300.00	Total Due	\$119,325.70
407 Supplies & Disposables	SF	8137.00	\$0.45		Supplies and disposables required during installation. Paper, plastic, tape, bubble pack, brushes, etc.	\$3,661.65	Deposit (50%)	\$59,662.85
251 Cover Pool	L N FT	474.00	\$2.87		Cover pools with plastic sheets during top removal	\$1,360.38	At Completion (50%)	\$59,662.85
386 Equipment Rental	DOLLAR	4000.00	\$1.00		Equipment rental. Commercial concrete planer, commercial grinders, and commercial vacuum required for top removal process	\$4,000.00	* 3% Credit Card Surcharge Fee	\$3,579.77
191 Masonry Effects - Level 1	SF	8137.00	\$3.03		*****OPTIONAL***** Apply Sundek Masonry Effect to Classic Texture. Customer selection is a (TBD) design in color of customers selection	\$24,655.11		
409 Prep & Mobilization	EACH	3500.00	\$1.00		Labor required for the protection of the work area from damage/debris (protection of the work area, clean up and any debris haul-off)	\$3,500.00		
	SF	8137.00				\$119,325.70		

\$119,325
 + 22816 Drains
 + 8300 partition
 150,441

Please Note: A Surcharge Fee of 3% will be applied on payments made via credit cards to cover the cost of our secure and convenient payment service.

NO COMPLETION DATE PROVIDED: Because of numerous factors beyond the control of Contractor such as weather, strikes, availability of material etc., a specific completion date cannot be guaranteed. SUNDEK OF HOUSTON will attempt to start project on approximate [redacted]

Owner's Warranties and Rights:

1. If Owner and Contractor agree in writing to alter plans or specifications for the construction, on completion Owner will pay for all extra work done and material furnished as a result of the alterations, and the sum shall be a part of the consideration and the debt secured by this Contract.
2. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payment on the Contract an amount to completely indemnify Owner against the lien or claim.

Owner's Obligations:

1. Furnish at Owner's expense, all water and electricity necessary and required by Contractor for construction and installation of SUNDEK on the property.
2. Promptly pay to Contractor, when due, all of the Contract Amount in accordance with the foregoing payment terms.
3. Remove and/or protect any and all personal Property in or about the area where Contractor will be constructing or installing improvements.
4. Protect the improvements and working area during the application stage, from water damage from sprinklers and from damage or disturbance by other tradesmen and others.
5. Pay interest on any past due amount under this Contract to the rate of 1.5% per month beginning 60 days after such amount comes due, until paid in full.

Contractor's warranties:

1. Contractor guarantees all work to be free of defects in material and workmanship (bond failure, chipping, flaking, or peeling), excluding bond failure adjacent to substrate cracking, for period stipulated above when subject to normal use and care. SUNDEK OF HOUSTON shall, upon written notice within that period, remedy any breach of the Guarantee without charge, by repair or replacement, at the option of the Contractor, provided Owner has complied in full with terms and payments in full of this Contract.
2. Due to the inherent movement in concrete, soil and wooden structures, and possible lack of structural integrity of these substrate, no guarantee, either expressed or implied, is granted concerning cracks in coating or bond failure adjacent to substrate cracking.
3. Saw Cutting - SUNDEK OF HOUSTON is not responsible for damage to electrical lines, plumbing, irrigation, pool ground wire, or any other utilities during saw cutting of concrete. Saw cutting here refers to a complete cut of concrete slab to perform specified work. SUNDEK OF HOUSTON will only cut in removal or installation of deck drains or other instances specifically requested by Owner. Owner agrees to identify any buried utilities prior to the start of the project. Normal prep, grinding, scoring of cracks, scoring for decorative effect, and scoring for coping or joint relief do not require saw cutting by Sundek.
4. SUNDEK OF HOUSTON assumes no obligation or responsibility for deck drainage. SUNDEK OF HOUSTON will blend identified low areas in attempt to alleviate water drainage. The blending will only occur in the identified areas. SUNDEK OF HOUSTON is not responsible for water drainage in other areas not specifically identified in this contract. Blending pricing is an estimate. SUNDEK OF HOUSTON will blend up to the specified amount of material quoted only. If Owner is not satisfied with the result, additional material will be used per Owner request and acceptance of change order. Additional charges apply for water testing. (The blending installation carries a limited 1 Yr warranty).
5. Defects or failures caused by obvious mistreatment, neglect, or improper maintenance shall be repaired at the Owners expense.
6. All guarantees connected with this Contract and the work performed and the materials provided shall be void if, during the life of said guarantee, any work is done on the SUNDEK OF HOUSTON coating by others.
7. Dust: Virtually all construction work creates dust. SUNDEK OF HOUSTON crew will do their best to minimize and confine the dust to the project area. It is the owners responsibility to have the area thoroughly cleaned once the project is completed if necessary.

ENTIRE CONTRACT: Contractor and Owner are not bound by any oral representation by any agent of either party or any purported commitment not specified herein. No other work will be done without prior written authorization of Owner. If any dispute arises between the Contractor and Owner involving this Contract, the dispute MUST BE REFERRED to the Better Business Bureau for non-binding arbitration before any legal proceedings are instituted.

By signing below you, the owner, agree to all of the terms, conditions, covenants and warranties contained above and on the reverse and following pages of this agreement.

You, the owner, may cancel this transaction at any time prior to midnight of the third (3) business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

*Proposed contract valid until: 12/28/2022

Owner's Signature _____ Date _____

CONTRACTOR: SUNDEK OF HOUSTON

Vincent Penne
Digitally signed by Vincent Penne, 1.02.2002, 10:20 AM

Date 11/28/2022

Vincent Penne
 (Design Consultant)

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this Contract. If you sign this Contract and you fail to meet the terms and conditions of this Contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

Color Choice Agreement

I, Fonn Villas Swim Club, the Property Owner or Property Owner's Designee, choose and take full responsibility for the choice of Sundek color. My choice of color(s) is/are

Systems:	Primary Colors	Grout Colors:
Classic Texture		

I accept the fact that all colors are as specified. A slight differentiation will be seen in transition to textured material. Colors may also vary slightly by being a shade lighter or darker, from natural coloring.

If, after the application of the color (stain, dye, finish coat, epoxy, etc), I am displeased for whatever reason, I accept full responsibility for my choice and will pay all necessary charges to change the color.

I, further hold Sundek of Houston completely harmless for the choice of and / or the acceptance of the color of my Sundek of Houston surface.

Color mottling and variations together with texture irregularities are intended to enhance the finished SunStamp/SunStain/SunAcid/SunDye/SunStone/SunCanvas products. Each SunStamp/SunStain/SunAcid/SunDye/SunStone/SunCanvas project is a custom creation and is unique in its color and texture characteristics.

BID #43

Platinum Pools
(281) 870-1600
4500 Blalock Rd
Houston, TX 77041



ESTIMATE #44916

Customer #25689

3/20/2023

EXPIRES: 4/8/2023

BILLED TO FVSC		SHIP TO FVSC	
ID	DESCRIPTION	QTY	
#11761	Deck Special Bid: <i>mastic around 3 pools and deck joints throughout deck.</i>	1	
#1684	Deck-O-Drain - Concrete Decking	430 In.ft.	
#11766	Excavation Special Bid: <i>demo existing wood deck</i>	1	
#14091	Houston - Remodel: <i>City Permits</i>	1	
#13347	Platinum Pools Remodel Price Book	1	
PROGRESS PAYMENTS SCHEDULE			
#14059	Major Remodel Payment Schedule	1	
DECKING AND DRAINAGE			
#2941	Brush Concrete per sq.ft.: <i>for area where wooden deck is now</i>	800 sq.ft.	
#23587	Extra Prep Work For Applying Deck Coating To Pea-Gravel: <i>deck float and fill</i>	10870 sq ft	
#9372	Deck Coating Topping per sq.ft.	10870 sq.ft.	
		Subtotal	120,253.53
		Tax 0%	0.00
		Grand Total	\$120,253.53

PHASE	COMPLETED	AMT PAID	DATE PAID	DUE NOW
Major Remodel Deposit - 25%		30,063.38		
After Demo Completion Payment - 50%		60,126.77		
Tile & Coping Completion Payment - 20%		24,050.71		
Prior to Plaster Completion Payment - 5%		6,012.67		
		120,253.53	0.00	DUE NOW: 0.00

Current Job Balance \$120,253.53

I agree to pay the above total according to the card issuer agreement. I also agree to the terms as outlined below.

FVSC

= * 143,069

Sign Your Name Below Using Your Computer Mouse (or using your Finger on a Tablet or Phone):

[Signature box]

I accept the terms of this agreement.



18018 PLEASANTWOOD DR.
 SPRING, TEXAS 77379
 TEL: 832-202-7850
 FAX: 832-761-1474

Blue Ocean Concrete bid for full
 concrete removal and replacement

ESTIMATE FOR: Alexander Rosca

DATE:

Fonn Villas Swimm Club (4)

6/19/2023

QUANTITY	DESCRIPTION	AMOUNT
7,592 SF	Break 4" Concrete And Hauled Off	\$18,980.00
7,592 SF	Pour 4" Brushed Concrete	\$48,570.00
7,592 SF	Spray Deck	\$18,980.00
213 LF	4" Channel Drain	\$6,390.00
65	6"x 6" Depth Markers	\$975.00
18	6"x 12" Depth Markers	\$450.00
12	Handrail Anchors Installation	\$240.00
4 Lds	Bank Sand	\$1,800.00
2.5	Polivoids	\$250.00
TOTAL		\$96,635.00



Ü, ^c æ!ÖäÄ Ä^ÖÖÄ} Öj^ Ä æ!Ä
 Öj} &^cÄ: ||Äj} &^cÄ^ { çæÄ} äÄ
 !^|æ^ { ^} c

Concrete Deck Remove and Replace with New Brushed Concrete

Work to be performed and invoiced directly by Blue Ocean Concrete

Demo deck and take away 7,592 sq. ft.	\$18,980.00
Pour 4" Brushed Concrete 7,592 sq. ft.	\$48,570.00
Spray Deck 7,592 sq. ft.	\$18,980.00
Install 4" Channel Drains 213 lin. ft.	\$ 6,390.00
Install 6"x6" (65) deck markers to code	\$ 975.00
Install 6"x12" (18) deck no diving markers to code	\$ 450.00
Install Handrail Anchors (12).....	\$ 240.00
Bank Sand (4 loads).....	\$ 1,800.00
Polivoids (2.5).....	\$ 250.00

Total for concrete only \$96,635.00

Other Items to Consider

Work to be performed by Sweetwater Pools Inc.

General Contractor/Consulting Fee	\$14,495.00
Remove lifeguard stands	\$600.00
During demo the jigs will be damaged. Cost does not include new jigs for LG stands.	
Remove 2 SR Smith diving boards	\$300.00
Includes labor to disassemble and store on site.	
Repair or replace skimmers if needed 8 total.....	\$1,150.00 each
Recommend budgeting to replace 8. Skimmer housings are plastic and while demoing the deck it is likely a majority will be damaged. Budget \$9,200.00	
Repair or replace plumbing if needed	\$ Unknown
Most pool plumbing is buried approximately 2 ft below the deck. At this depth it is rare for plumbing to be damaged during demo. If FV plumbing is shallow and damaged during demo, it must be replaced. Budget \$10,000.00 worst case.	
Repair or replace light conduit if needed	\$6,000.00
Light conduit is typically very shallow, just under the pool deck. Conduit will be damaged during demo and must be replaced from the light niche at the back of pool wall to the electrical junction box. This is an estimated cost. The actual cost will depend on distance from niches to j-boxes.	
Install new lights if needed	\$605.00 each
Before the deck is demoed, we will pull all current light fixtures out to protect them. Some can be reused but some must be replaced. The cord for each light fixture is custom cut to length. There is no way to exactly duplicate the current path of conduit so the cord length for some fixtures will be too short. This is a good time to consider a light upgrade. LED fixtures are \$1,055.00 each. Low voltage LED will be required by the health dept. soon. 12V LED fixtures are \$1,115.00 and require a transformer for \$300.00.	
Install new 360 bond wire around 2 pools	\$2,000.00
Estimate based on current cost. Required by NEC.	
Install 2 new SR Smith diving board anchors	\$1,200.00
Includes new stainless-steel concrete anchors.	
Reset lifeguard stands	\$600.00
Does not include cost of new jigs.	
Leak Detection for 3 pools	\$4,000.00
This could be done twice, but must be done at least once after the soil is compacted and rebar installed. It's important to make sure there are no leaks on plumbing before the new deck is poured.	
Drain and Clean 3 pools.....	\$4,800.00
The total project should take 10-12 weeks, weather permitting. The pools will stay full of water but will not be circulating or filtering Debris will fall in the pool and algae growth is likely. The plaster will be stained but we can clean up with pressure washing and acid washing.	

Projected total of other items including consulting fee, 8 skimmers, 3 lights (incandescent), and \$2,000 for misc. plumbing is \$48,010.00.



18018 PLEASANTWOOD DR.
 SPRING, TEXAS 77379
 TEL: 832-202-7850
 FAX: 832-761-1474

Blue Ocean Concrete bid to refinish pool deck

ESTIMATE FOR: Alexander Rosca

DATE:

Fonn Villas Swimm Club (2)

3/29/2023

QUANTITY	DESCRIPTION	AMOUNT
8,095 SF	Sanding Stain And Sealer	\$8,095.00
8,095 SF	Base Coat	\$4,047.50
8,095 SF	Hand Tape Pattern Spray Deck	\$20,237.50
20	Leveling Bags	\$1,500.00
531 LF	Spray Deck On Coping	\$3,717.00
250 LF	Replace 4" Channel Drain	\$10,000.00
478 LF	Deck-O-Seal	\$1,434.00
1,824 LF	1" Mastic Joints	\$7,296.00
55 LF	2- 1/2" Mastic Joints	\$330.00
TOTAL		\$56,657.00



Deck Overlay

Work to be performed and invoiced directly by Blue Ocean Concrete

Sanding Stain and Sealer 7,592 sq. ft.	\$ 7,592.00
Base Coat 8,095 sq. ft.....	\$ 4,047.50
Hand Tape Pattern Spray Deck 8,095 sq. ft.	\$20,237.50
Leveling Bags. (20)	\$ 1,500.00
Spray Deck on Coping 531 lin. ft.....	\$ 3,717.00
Replace 4" Channel Drains 250 lin.ft.	\$10,000.00
Deck-O-Seal 478 lin. ft.	\$ 1,434.00
1" Mastic Joints 1,824 lin..ft.....	\$ 7,296.00
2-1/2" Mastic Joints 55 lin. ft	\$ 330.00

Total for Deck Overlay \$56,154.00

Work to be performed by Sweetwater Pools Inc.

General Contractor/Consulting Fee	\$ 5,615.40
---	-------------



Linda Kutac <linda.kutac@dadsclubaquatics.com>

to Dan, Rey, bcc: Justin

Hi Dan,

As we have been discussing, Dads Club is looking for additional swimming lanes to manage their current swim team waitlist. Fonn Villas Swim Club is in a location that is close to Dads Club with adequate parking and other safety features we require.

We are interested in working out a rental agreement for the following:

October 1 - March 1
4-6:30pm Monday through Friday.

Five (5) 25yd Lanes
Pool temperature 80-82F.

\$16 per lane hour
\$4000 per month OR \$20,000 per five month term

Rental fees are based on a contracted per lane hour fee. Fonn Villas would calculate their rental fees considering the facility costs associated with the rental. Dads Club is able to rent it's pool space to several local high schools and other non-profit swim teams. We have current HS contracts at \$12.50 per lane per hour.

Dads Club will add Fonn Villas as a Certificate Holder on our liability insurance and provide the COI to the club.

Dads Club is looking for a pure rental agreement at this point with a per lane per hour fee. Alternatively, Dads Club would be willing to consider purchasing a pool heater for the Fonn Villas Club return.

Dads Club is interested in opening the satellite at Fonn Villas with two swimming training groups. Full disclosure of our estimated revenue with the agreement starting year one:

Revenue=\$11,190

Group A 30 swimmers \$159/mo/athlete \$4770
Group B 30 swimmers \$214/mo/athlete \$6420

Expenditures=\$10,000+

Two (2) LG Certified Coaches (-\$6000)
Pool Rental (-\$4000)
PLUS
+Employment taxes/Employee benefits---\$TBD
+Coaches mileage expense at \$0.55/mi daily---\$TBD
+Workmans Comp Insurance---+\$TBD
+Uniforms (athletes)--+\$TBD
+Remote Site Insurance--+\$TBD

We are certain there are other ways we can work together ie. clinics, coaches certifications, etc. and would love to brain storm additional revenue generating ideas your organization could use

You are curious about the heating costs. There are several variable factors so no one can give you an accurate calculation of your gas cost on the heater--but at your request we gave it a try w

Variable factors involved in heating:

- We grabbed a **marginal** contract gas rate last year--you might do better.
- We keep our pools at various temperatures including 177,375 gallons at 90F degrees! That is 10 degrees warmer than we would need for swim team--a lot more heat.
- Winters can be cold or mild.
- We do not use tarp covers (but you should think about it)
- We have a couple very active water heaters in several shower areas--nearly 500 bathers a day get warm showers.
- Our pools are 415,125 gal | 315,000 gal | 177,375 gal. or a total of 897,495 gal of heated water.
- Fonn Villas has 104,000 gal<?>

	Last year actual cost to heat 897k gal water	Cost to heat Per gallon H2O	Estimated cost to heat 104k gal.	
October	\$1,627.52		0.002	\$208.00
November	\$5,506.86		0.006	\$624.00
December	\$10,398.76		0.011	\$1,144.00
January	\$12,644.94		0.014	\$1,456.00
February	\$10,972.00		0.012	\$1,248.00

Our experience is there is not an increase in chemical/chlorine use in a heated pool. For example a quick observation to support this: our current chemical contract is for 1500 gal of liquid chlor with heaters on. We have the same number of swimmers, members and program participants all year round without seasonal fluctuations.

This would be the first satellite location for the Dads Club Swim Team in it's **75 year** history. We are excited to present this information to you as a starting point for our discussions with compl
outstanding relationship.

Thank you for your consideration.

Linda

Linda Kutac
Executive Director

Dad's Club Aquatic Center
1006 Voss Road
Houston, Texas 77055
(713)461-8577
dadsclubaquatics.com

Dads Club Pool Rental External Inbox



Linda Kutac <linda.kutac@dadsclubaquatics.com>
to Dan, Kyle, Rey

Hi Dan and Kyle,
It was great speaking with you last evening.
I caught Rey up to speed and am copying him. We met this morning.

We re-visited the original proposal and are able to make the following adjustments:

We would increase the number of months we rent space allowing us some parking relief for our spring clinics and additional off season revenue for you. We added a seasonal energy revenue outlook and would be willing to have a three year contract that allows either party to stop with a minimum notice prior to the next season (90 days/three months prior to

October 1 - April 30, 2024
4-6:30pm Monday through Friday.

Five (5) 25yd Lanes
Pool temperature 80-82F.

\$16 per lane hour (250 lane hours)
\$500 fall and winter energy surcharge
\$4500 per month OR \$31,500 per seven month term

Year two (2) agreement at these rates
September 1-April 30, 2025
\$16.00 per lane hour
\$500 fall and winter energy surcharge
\$4500 per month OR \$36,000 per eight months term

Year three (3) agreement at these rates
September 1-April 30, 2026
\$16.00 per lane hour
\$500 fall and winter energy surcharge
\$4500 per month OR \$36,000 per eight months term

Total payments for rent/energy in three years=\$103,500

Here is the contact information for your gas and power contracts. Nash is very knowledgeable.

Nash Randolph | **Vice President**
Simplified Gas – A Division of Simplified Power
nash@simplifiedpower.com
(832) 942-0358 – Cell
<https://simplifiedgas.com/>

Our 33y pool has a four year old Lochinvar heater that was installed by Progressive with 1,700,000 BTUs

Looking forward to your comments. Call any time 713-504-8826.
Thanks, Linda

Linda Kutac
Executive Director

Linda Kutac
Executive Director

Dad's Club Aquatic Center
1006 Voss Road
Houston, Texas 77055
(713)461-8577
dadsclubaquatics.com

Dads Club Voting Agenda

For this transaction to take place, the board asks that the contract be structured in such a way as to ensure the following:

1. FVCA will recover the **Initial Investment** that is required to provide the proposed services to the Dad's Club over the **Guarantee Period** of the initial contract term.
 - a. Initial Investment = all capital expenditures, including the purchase and installation of the appropriate heater, permit fees, and any other similar expenses.
 - b. Guarantee Period = portion of the initial contract term where The Dad's Club may not cancel or otherwise opt out of the contract until such time that FVCA has recouped their entire Initial Investment.
 - i. Preference is to recover over the first 2 winter seasons, but open to 3 seasons in the event The Dad's Club wishes to keep payments lower.
 1. Winter Season 2023 = Oct 1-April 30th = 7 months
 2. Winter Season 2024 = Sept 1 – April 30th = 8 months
 3. Winter Season 2025 = Sept 1 – April 30th = 8 months
 - ii. Would also be acceptable to agree that neither party has the ability to opt out or cancel the contract prior to the expiration of Guarantee Term, or even the full term of the initial contract if The Dad's Club wants some security as well.
 - iii. In any case, the number of months in the Guarantee Period will be the amount of winter months that the Initial Investment will be amortized over
 1. e.g., 2 winter seasons = 15 month amortization of investment, see 1b above
2. FVCA should not incur any **Additional Costs** as a result of the proposed transaction
 - a. Additional Costs = increase in gas utility bill, realized or expected maintenance costs associated with the heater, increase in insurance premium, etc.
 - i. All gas utility costs are to be passed through and reimbursed by The Dad's Club
 - ii. Maintenance costs are to be either:
 1. Passed through to The Dad's Club as they are billed by Sweetwater
 2. Or, calculated using a reasonable estimate of expected yearly heater maintenance provided to FVCA by Sweetwater
 - iii. Any expected increase in FVCA insurance premiums should be estimated and included in Additional Costs
 - iv. An allocation of any additional overhead costs, if any
 1. Cleaning, pool maintenance, etc
3. In the event The Dad's Club wants to retain their ability to terminate the contract prior to the expiration of the Guarantee Period, then The Dad's Club must agree to reimburse the Unamortized Balance of the Initial Investment, as well as any expenses accrued and/or incurred up until the effective date of such cancellation, with all amounts being due within 30 days of the effective date of the termination.
 - a. Unamortized Balance of Initial Investment = as calculated under 1b above
4. In the event both parties agree, the contract may be extended after the expiration of the initial contract term.

FONN VILLAS HOA

Memorandum

To: Fonn Villas Board of Directors

From: Capital Improvement Committee

Date: June 23, 2023

Subject: Lap Pool Heater Recommendation – Fonn Villas Swim Club

The FVBOD is considering leasing the pool in the offseason to the Dad's Club to generate revenue during a time when the pool has not historically been in use. For offseason use the lap pool will need to be heated and 3 bids have been obtained for a Lochinvar 1.26 M BTU gas heater as follows:

Bidder	Amount
Sweetwater	\$45,967
Progressive Commercial Aquatics, Inc.	\$40,750
Watts	\$39,624

Please note that these bids are NOT apples to apples. They each contain exclusions and estimates that will need to be quantified. For example, electricians and plumbers will have to make site visits to provide firm numbers. This will take an effort which doesn't make sense to undertake unless the board is in favor of moving forward with the Dad's Club rental and heating the pool.

The Lochinvar heater comes highly recommended by both Sweetwater and Progressive and is in use by other area pools who have been very pleased with it.

The CIC recommends the board approve up to \$50k to install a heater with a vendor vetted and ultimately selected by the CIC.

BID #1

Sweetwater Pools, Inc.

10408 Rockley Rd
Houston, TX 77099
281-988-8480
281-988-8503



Proposal

6/19/2023
Quote # 12193
Entered by - Rebecca

Bill To:
FONN VILLAS SWIM CLUB

Service To:
FONN VILLAS
635 HALLIE DR
HOUSTON, TX 77024

Heater Quote

Item	Description	QTY	Rate	Total
Description	SCOPE OF WORK: To install a heater for the lap pool.			
Material	MATERIALS (Lochinvar CPN1262 Heater, flowswitch, and T&P Gauge) - Lead time 7 weeks	1	38860	\$38,860.00
Material	MATERIALS (Outdoor Venting Kit	1	840	\$840.00
Shipping Fee	FREIGHT	1	1667	\$1,667.00
Material	MATERIALS (Misc. Plumbing and Valves)	1	1000	\$1,000.00
Total	MASTER ELECTRICIAN TO INSTALL THE CORRECT POWER NEEDED.	1	925	\$925.00
Material	MATERIALS (TX Boiler Permitting Paperwork)	1	125	\$125.00
Labor 1	LABOR to complete the TX Boiler paperwork	1	150	\$150.00
Labor 3	LABOR TWO SERVICE TECHNICIANS PER HOUR to install the heater.	8	300	\$2,400.00

**NOTE: Does not include gas line. Price to run gas line depends on location of the gas meter.
Concrete pad to be done by others.**

Payment Terms: 50% To Order 50% Upon Completion of Installation and Testing	Deposit Required	Subtotal	\$45,967.00
	\$22,983.50	Tax	\$0.00
		Total	\$45,967.00

All applicable sales tax on the above work/materials will be charged at the time of billing. All labor and material is guaranteed to be as specified, and the above work to be performed in accordance with the codes, drawings, and specifications submitted for the above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as outlined above. In order for this Proposal/Contract to be in effect, we must have a signature of authorization and the payment that is scheduled.

We may withdraw this proposal if not accepted within thirty (30) days.

Customers Signature: _____

Date: _____



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q6788
Date: 5/1/2023
Shipping Method:
Salesperson: Erica
Exp Date: 6/30/2023

BID # 2

Bill To

Cash Counter Account (CASHCT)
Heater - Fonn Villa HOA
Fonn Villa HOA

Ship To

Cash Counter Account (CASHCT)
Heater - Fonn Villa HOA
Fonn Villa HOA

Item	Description	Qty	UOM	Unit Price	Tax	Total
CPN1262-TX	Lochinvar, 1.2 Mill BTU Nat. Gas Heater Smart Cont	1	EA	\$23,500.00	\$1,938.75	\$25,438.75
ODK3078	Outdoor Vent Cap for CPN1262	1	EA	\$750.00	\$61.88	\$811.88
FREIGHT	Freight charges	1	EA	\$1,300.00	\$0.00	\$1,300.00
LABOR	Labor for Install	1	EA	\$5,500.00	\$0.00	\$5,500.00
NONSTOCK	Materials ESTIMATE	1	EA	\$2,500.00	\$0.00	\$2,500.00
NONSTOCK	Concrete Pad	1	EA	\$4,200.00	\$0.00	\$4,200.00
ELECTRICAL	Electrical Work ESTIMATE	1	EA	\$3,000.00	\$0.00	\$3,000.00

TX \$1,515.63
HMTA \$242.50
Har#24 \$242.50

Total Weight of Items 0 lbs

Total	\$40,750.00	+ GST
Tax Total	\$2,000.63	
Grand Total	\$42,750.63	

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



PROPOSAL AND CONTRACT

June 22, 2023

Fonn Villas Swim Club
631 Hallie
Houston, TX 77024

Thank you for inquiring with Watts Pool Service. Please find the requested pricing below. All prices include a 3% cash/check discount. If credit card payment is preferred, please call our office for a new total.

Watts Pool Service has not performed a commercial code compliance inspection of the property and therefore cannot be responsible if the swimming pool at the above address is not up to date with current Texas Department of Health Codes for Commercial Standards.

Option #1: Pool Chiller

We propose to furnish all materials and labor necessary to complete the following:

Provide and install (1) Glacier GPC240 Pool Chiller

-Owner to have fence removed and reinstalled as needed for chiller installation. This price assumes direct access only.

-Owner to ensure the adequate space is made at pool equipment area for new chiller (approximate dimensions – 75”h x 72”w). No new slabs included.

\$14,570.00 plus sales tax

ACCEPTED: _____ DATED: _____

PRINTED NAME: _____ TITLE: _____

Option #2: Pool Heater

We propose to furnish all materials and labor necessary to complete the following:

Provide and install portable slabs for new heater

Provide and install (1) Lochinvar 1260K BTU NG ASME Low Nox Heater

Provide and install (1) outdoor Vent Kit

Wire and plumb in heater

-Owner to have fence removed and reinstalled as needed for heater installation.

-Owner to ensure the adequate space is made at pool equipment area for new heater.

This price assumes direct access only.

-Owner to have certified plumber and gas company install a gas meter and run the appropriate gas line to the new heater location.

-We are not responsible for any damage to landscaping or sod.

-There is an estimated 8 week lead time from time of order.

\$39,624.00 plus sales tax

ACCEPTED: _____ DATED: _____

PRINTED NAME: _____ TITLE: _____



Our Warranty: 30 day workmanship guarantee.
 Manufacturer warranty as applicable on equipment.
 Watts Pool Service is a Pentair warranty station.

All of the above work is totaled and payable as follows:
 50% Upon Acceptance
 50% Day of Completion

I hope the above proposal meets with your needs. Please feel free to send acceptance via US mail or email. We appreciate the opportunity of submitting this proposal.

Best Regards,

WATTS POOL SERVICE
713.467.3400

PROPOSAL VALID FOR (30) THIRTY DAYS

ALL CURRENT APPLICABLE DISCOUNTS HAVE BEEN APPLIED

**HIGH EFFICIENCY
COMMERCIAL POOL HEATERS**

COPPER-FIN²



**Lochinvar
SMART SYSTEM™**

**START WITH A
SOLID FOUNDATION**

DESIGNED ★ ENGINEERED ★ ASSEMBLED

USA



COPPER-FIN²[®]

THE FOUNDATION OF LOCHINVAR BECOMES STRONGER

Copper-finned tube, non-condensing appliances are the foundation of Lochinvar's success. In 1993, Lochinvar introduced the Copper-Fin², the first horizontal chassis, copper-finned tube pool heater to operate with fan-assisted combustion. Now, the Copper-Fin² is even better. Along with high thermal efficiency, gasketless heat exchangers and multiple venting options we have added Lochinvar's exclusive SMART SYSTEM™ control.

Eight models from 500,000 to 2,070,000 Btu/hr input provide you with exceptional products with a long list of new features in addition to the established features that redefined the industry. The Copper-Fin² was the first proportional fired, fan assisted pool heater on the market. Every model features a small footprint for easy passage through a 36" door, low NOx – third party tested to less than 20 PPM, Stack Frames that can put twice the Btu/hr input in the same space and vent diameters up to 8" smaller than conventional atmospheric pool heaters.

THERMAL EFFICIENCY

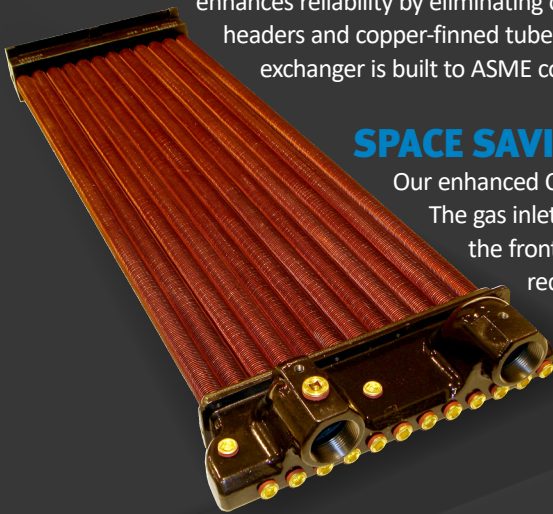
Copper-Fin² pool heaters offer a remarkably high thermal efficiency, dramatically reducing the operating cost of the equipment. Copper-Fin² achieves this efficiency through the combination of an advanced fan assisted combustion system and a gasketless heat exchanger. The heat energy from the combustion process is transferred to the water as it passes through the copper finned tube heat exchanger. The sealed combustion design of the Copper-Fin² eliminates external heat losses, this means the energy dollars heat the water, not the mechanical room.

GASKETLESS HEAT EXCHANGER

In 1989, Lochinvar was the first manufacturer to offer gasketless copper-finned tube heat exchangers. Our unique gasketless design enhances reliability by eliminating o-rings and gaskets found on other brands. The heat exchanger features glass lined headers and copper-finned tubes with extruded integral fins spaced 7 fins per inch for exceptional heat transfer. The heat exchanger is built to ASME construction standards for 160 psi working pressure and is backed by a five year warranty.

SPACE SAVING, SERVICE FRIENDLY DESIGN

Our enhanced Copper-Fin² models offer the same reliable operation in a new service friendly design. The gas inlet, internal controls and Building Management connections have been repositioned to the front of the appliance for easier service and simpler installation. The built-in air filter reduces maintenance and improves performance with a field convertible option to install the air intake on the rear or the right side of the pool heater. In addition, Lochinvar was the first manufacturer to offer factory welded Stack Frames that allow you to put two pool heaters in the space for one.

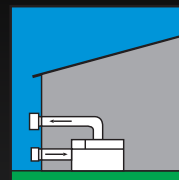


**STACK
FRAME**

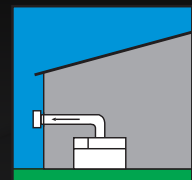
MULTIPLE VENTING OPTIONS

The Copper-Fin² offers eight venting options to meet the most challenging installation requirements. The Copper-Fin² can vent vertically in Category I with double wall "B" vent or horizontally in Category IV with AL29-4C stainless steel vent material. Vent termination can be Rooftop or Sidewall with combustion air drawn naturally from the equipment room or via dedicated air intake piping. And if floor space is limited, the Copper-Fin² pool heater can be installed outdoors with an optional Outdoor Vent Cap.

DirectAire Vent



Sidewall



HIGH EFFICIENCY COMMERCIAL POOL HEATERS



REFINED DESIGN PUTS MORE CONTROL AND INFORMATION AT YOUR FINGERTIPS

The most exciting addition to the Copper-Fin² is the SMART SYSTEM™ control. The SMART SYSTEM is an advanced, state of the art integrated operating control. We introduced the SMART SYSTEM control in 2005 and it has delivered proven operation in thousands of demanding commercial applications. The control provides the installer, owners and operators with precise temperature control and diagnostic information.

ADVANCED FEATURES INCLUDE:

- 2-Line, 16 Character LCD display of Setup, System Status and Diagnostic Data in Words, not codes
- Built-in Cascade sequencer controlling up to 8 Pool Heaters
- Modbus protocol - optional



PROPORTIONAL FIRING

Proportional firing divides a single manifold of multiple burners into smaller, independent stages.

With up to four stages of individual operation, the Smart System control can reduce the firing rate down to approximately 25% Btu/hr input. This simple but effective design matches the pool heater's firing capacity to the heat loss of the pool or spa. Full fire or On/Off combustion systems often fire the entire gas train in short, inefficient bursts. Stage firing delivers the Btu's required in smoother and longer burn cycles which will improve operation and reduce component fatigue.

AUTOMATIC PUMPED BYPASS

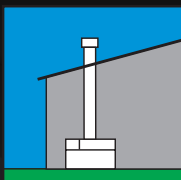
All Copper-Fin² pool heaters are equipped with an automatic pumped bypass ensuring proper flow and return water temperatures to the heat exchanger resulting in longer life and trouble free operation.

The automatic pumped bypass is provided as standard equipment in a horizontal configuration. A vertical configuration* is also available offering the flexibility to meet mechanical room space requirements or piping constraints.

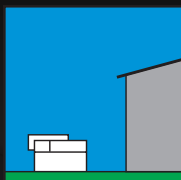


* Horizontal shown

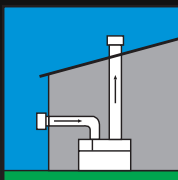
Conventional



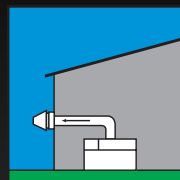
Outdoor



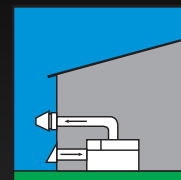
DirectAir Vertical w-Sidewall Inlet



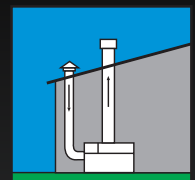
Powered Sidewall



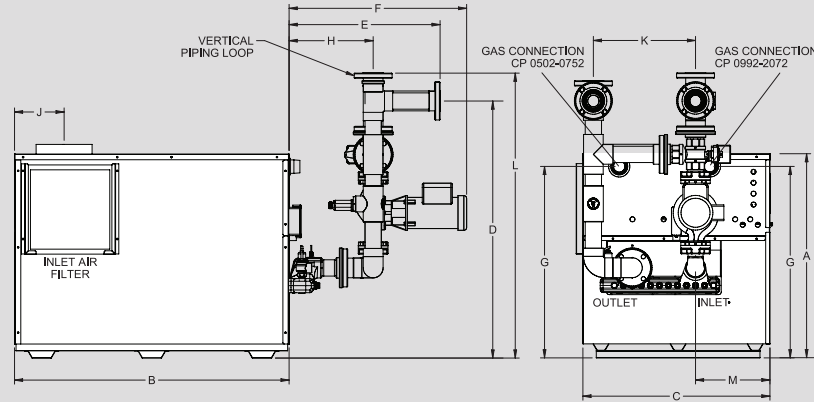
Power DirectAir Horizontal



DirectAir Vertical



COPPER-FIN² COMMERCIAL GAS POOL HEATER DIMENSIONS & SPECIFICATIONS



Model Number	Input Btu/Hr	A	B	C	D	E	F	G	H	J	K	L	M	Vent Size	Air Inlet	Gas Conn	Ship Wt.
CPN502	500,000	31-1/2"	45-1/2"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	7"	12-3/4"	41-1/4"	9"	6"	6"	1-1/4"	605
CPN652	650,000	31-1/2"	56-3/4"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	677
CPN752	750,000	31-1/2"	64"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	713
CPN0992	990,000	36"	48-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	8-1/2"	18-1/4"	52"	13"	10"	10"	2"	864
CPN1262	1,260,000	36"	58-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	954
CPN1442	1,440,000	36"	68-3/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	1,042
CPN1802*	1,800,000	36"	82-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,233
CPN2072*	2,070,000	36"	92-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,200

Notes: Change 'N' to 'L' for LP gas models. No deration on LP models.
 Water connections for models CP 0502-0752 are 2" flanged. Water connections for models CP 0992-2072 are 2-1/2" flanged.
 Performance data is based on manufacturer test results. *Cupro-Nickel Heat Exchanger is standard on these models.

STANDARD FEATURES

- > **85% Thermal Efficiency**
- > **Proportional Firing up to 4:1 Turndown**
 - Hot Surface Ignition
 - Low NOx Operation
 - Sealed Combustion
 - Low Gas Pressure Operation
- > **Vertical & Horizontal Venting**
 - Category I Venting
 - Double Wall "B" Vent Material
 - Category IV Venting
 - AL29-4C Stainless Steel Vent Material
- > **ASME Copper Finned Tube Heat Exchanger**
 - ASME Certified, "H" Stamped
 - Gasketless design
 - 160 psi working pressure
 - On/Off Switch
 - Adjustable High Limit w/ Manual Reset
 - Combustible Floor Rated (0992-2072)
 - Temperature & Pressure Gauge
 - High & Low Gas Pressure Switches w/ Manual Reset
 - Flow Switch
 - All Bronze Pump
 - Low Air Pressure Switch
 - Inlet & Outlet Temperature Sensors
 - Easy Access Terminal Strips
 - Downstream Test Cocks
 - 150 psi ASME Temperature & Pressure Relief Valve
 - 1 Year Warranty on Parts (See Warranty for Details)
 - 5 Year Limited Warranty on Heat Exchanger (See Warranty for Details)

SMART SYSTEM™ FEATURES

- > **SMART SYSTEM™ Operating Control**
 - 2 Line/16 Character LCD Display
 - Built in Cascading Sequencer for up to 8 heaters
 - Password Security
 - Low Water Flow Control & Indication
 - Inlet & Outlet Temperature Readout
 - Freeze Protection
 - Service Reminder
 - Time Clock
- > **Data Logging**
 - Hours Running
 - Ignition Attempts
 - Last 10 Lockouts
- > **Pump Control**
 - Pool Heater Pump
- > **High Voltage Terminal Strip**
 - 120 VAC / 60 Hertz / 1 Phase Power Supply
 - Pump Contacts with Pump Relay
- > **Low Voltage Terminal Strip**
 - 24 VAC Auxiliary Device Relay Output - Louvers
 - Auxiliary Proving Switch Contacts - Louvers
 - Alarm on Any Failure Contacts
 - Runtime Contacts
 - Contacts on Any Failure
 - Contacts for Air Louvers
 - Unit Enable/Disable Contacts
 - 0-10V Rate Contacts
 - Pool Sensor Contacts
 - Pool Supply Sensor Contacts
 - Cascade Contacts

OPTIONAL EQUIPMENT

- Vertical Bypass Loop
- Alarm on Any Failure
- Cupro-Nickel Heat Exchanger
- Low Water Cut Off, Probe Type w/ Manual Reset & Test
- Texas Pool Code (Outdoor Flow Switch and T&P Gauge)
- Modbus Communications
- Combustible Floor Kit (0502-0752)
- Stack Frame
- Bronze Headers (0992-2072)

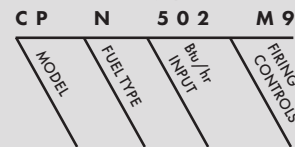
FIRING CODES

- M7 Firing Code - California Code
- M9 Firing Code - Hot surface ignition with Electronic Supervision

CERTIFICATIONS

- ANSI Z21.56/CSA 4.7 certified
- CSD1 / Factory Mutual / GE Gap compliant
- South Coast Air Quality Management District registered
- Texas Commission on Environmental Quality

For Ease In Ordering By Model Number



This heater is 500,000 Btu/hr natural gas Copper-Fin 2 Pool Heater. It has M9 firing controls.

Registered under U.S. Patent # 5,989,020



Lochinvar, LLC
 300 Maddox Simpson Parkway
 Lebanon, Tennessee 37090
 P: 615.889.8900 / F: 615.547.1000

