

**Pure Eau Pools & Outdoors**

Contact : Alvin (Tres) Murry

Phone Number : 469-323-7986

**Construction Proposal & Contract****Client Information**

Home Owner(s)	Indrasena Varakantham Reddy	Lot	TBD
Property Address	817 Brett Dr	Block	TBD
City	Allen	Subdivision	TBD
State	Texas	County	Collin
Zip Code	75013		
Cell Phone	732-666-2400		
Email			

**Pool Specifications**

Perimeter (Waterline of pool only)	105	Approximate Gallons	9,000
Surface Area Square Footage	400	Entry Type	Tan Ledge w/ Steps
Maximum Width	34	Benches- (per 6')	Per Plan
Maximum Length	18	Tan Ledge - Per 6'	Per Plan
Pool Profile	Play Pool	Number of Returns	6
Step End Depth	3.5	Number of Skimmers	2
Middle or Break Depth	5	Dual Main Drains	Included
Non Step End Depth	4	Side Wall Suctions	N/A
Break Length (If applicable)	N/A	Above Ground	Flush

**Spa Specifications**

Spa Type	Perimeter Overflow	Depth	3.5'
Perimeter (Waterline of spa only)	28	Number of Spa Jets	6
Surface Area	48	Spa Jet Type	1.5"
Maximum Width	8	Air Induction Type	240v Blower
Maximum Length	6	Dual Main Drains	Yes
Elevation Above Pool	12	Floor Return	1.5"
Elevation Above Deck	12	Spillway Type	Perimeter Overflow
Gallons	700		

**Plans and Permits**

Construction Plans	Included
Electric Company Approval	Included
Permitting	Included
Managing Required Inspections	Included

**Access/ Excavation Specifications**

Dig Type	TracHoe
Bobcat Shuttle	Yes
Walk Out Over 150'	No
Access Route	Alley Access
Access Letter Required	N/A
Special Requirements	Construction Fence Removal
Fees For Rock Excavation	At Owner Expense - \$575 Per Hour w/ Hammer

**Structural Specifications**

Gravel Pool Floor	N/A
Steel Reinforcement	Single Net - #3 (3/8") re-bar net 10" on center each direction with #3 transactional bars to 5" on center one direction as required
Steel Overlap	Minimum 36 Bar diameters- 18"
Vessel Type	3000 Minimum PSI - Dry Mix Shot Crete
Vessel Thickness	12" Bond Beam - <b>8" on floors and walls (30% more structural concrete than competitors)</b>
Steel Coverage	Minimum 3" - Per ACI Section 318
Number of Piers	N/A
Type of Piers	N/A
Waterproofing Agent	Aquron CPSP- 2 Coats
Soil Stabilization	N/A

**Pool Plumbing Specifications**

Pool Plumbing Base Footage	50'	
Number of Skimmers	2	
Number of Returns	6	<u>2"</u> Trunk line looped around pool with <u>1 1/2"</u> penetrations through pool shell
Pool Sweep Line	Included	<u>1 1/2"</u> Independent return line
Dual Main Drains	Included	Independent <u>2"</u> line with split suction ports per National Requirements
Booster Pump Systems	N/A	
System Operation Valves	1	Jandy 3 way- Never Lube 2" x 2 1/2"
Check Valves	0	Jandy Never Lube 2" x 2 1/2"
Other Required Valves	N/A	Jandy 2 way valve for backwash line
Overflow	1	<u>2"</u> PVC To tie into deck drainage system
Fill Line	1	Hook up to hose bib w/ vacuum breaker- per code

**Spa Plumbing Specifications**

Spa Plumbing Run	60'
Dual Main Drains	Yes
Number of Spa Jets	6
Air Induction Line	1.5"
Floor Return	1.5"
Spa Side Remote Conduit	Phone App

**Other Plumbing Specifications**

N/A

**Code Plumbing**

Heater Supply Line	50' Minimum Additional By Bid Only
Sewer P-Trap	Yes w/ City Required Cap
Backwash Line	N/A

**Electrical Specifications**

Primary Branch Circuit Length	20'
Location of Contoller	At equipment pad
GFCI Outlet at Equipment	(1) Required per National Electric Code
Light Junction Box Location	At equipment pad
Equipment Light	N/A
Total Footage of Conduit	150' Additional Bid Only
Additional Circuits - 120v	N/A
Additional Circuits - 240v	N/A
Additional Duplex Outlets	N/A
Low Voltage Lighting	N/A
Electric Other	N/A

**Operational Equipment Specifications**

Primary Filtration Pump	Pentair Intelliflo3
Filter Type	Pentair- Clean and Clear 420
Backwash Valve Type	N/A
Cleaner Type	Pentair Racer or Pentair Prowler 930
Cleaner Pump	Pentair Trade Grade Booster or Pentair Prowler 930
Water Feature Booster Pump	N/A
Pool Light	Pentair MicroBrites x 2
Spa Light	Pentair MicroBrites x1
Basin Lights	N/A
LED Bubbler Light	N/A
Pool/Spa Heater	Pentair MasterTemp 400,000BTU
Heat Pump	N/A
Spa Blower	N/A
Controller Type	Pentair Intelli Center
Wireless Remote	Pentair Intelli Center
Internet Connection	Pentair Intelli Center
Indoor Control Board	N/A
Spa Remote Type	N/A
5 Function Expansion Kit	N/A
Primary Sanitizer	Pentair Inline Chlorinator
Secondary Sanitizer	N/A
Diving Board	N/A
Deck Mounted Slide	N/A
Fill Line	Nearest Hose Bib

**Pool Masonry Specifications**

Waterline Tile	Standard- Choice of any Porcelain tile from four suppliers
Coping	Travertine or Sandblasted Marble Coping
Veneer	N/A
Features	(3) A&A Brass Deck Jets
Step Accent Tile	N/A

**Spa Masonry Specifications**

Waterline Tile	Match Pool Tile
Coping	Match Pool Tile
Veneer	Match Pool Tile
Spillway Type	Match Pool Tile
Step Accent Tile	N/A

**Decking Specifications**

Primary Decking Footage	675sqft w/ Leave Outs for Turf
Primary Surface Type	Salt Finish
Total 4" Drain Line Footage	As Needed
Area Drain Inlets	As Needed
Atrium Inlets	As Needed
Gutter Connections	As Needed
Irrigation/Audio Sleeves	As Needed
Ribbon Block Outs	As Needed
Mondo Grass Strips	N/A
Steps	N/A
Turn Down Beam	N/A
Piers	N/A
Decking Other	N/A
Decking Other	N/A
Decking Other	N/A

**Retaining Wall Specifications**

Footer	N/A
Concrete Blocks	N/A
Wall Veneer	N/A
Wall Cap	N/A

**Miscellaneous Specifications**

Clean and Grade	Yes	Remove Construction Debris and Pressure Wash Entry
Additional Top Soil	N/A	
Irrigation System Cut & Cap	N/A	
Irrigation System Re-route	N/A	
Additional Irrigation Zones	N/A	
Access Fence Button Up	N/A	
Mastic	N/A	Installed between the coping and decking as well as the between the house and decking, to prevent water intrusion/ hydraulic lifting under decking
Start Up Type	Included	Acid Bath- Specific for your plaster type
Chemistry	Included	Balance chemistry per County Health Department requirements
Customer Training	Included	On-site, extensive equipment operation and chemical instruction specific for your project
Misc. Additional	N/A	
Misc. Additional	N/A	

**Interior Specifications**

Plaster Prep	Thoroughly clean pool/ spa shell and remove all debris
Water proofing	Pack all penetrations with non-shrinking grout
Pool/Spa Plaster Type	StoneScapes Mini Pebble - Level II ( Recommended)
Drain and Fitting Color	TBD

**Maintenance Equipment Specifications**

Pool Service	N/A
Test Strips	Included
Pool Pole	Included
Net	Included
Wall Brush	Included

Financial Summary

Phase Cost	
Engineering	N/A
Soil Stabilization	N/A
Permitting	Included
Excavation	Included
Steel Reinforcing	Included
Plumbing	Included
Operational Equipment	Included
Vessel Concrete	Included
Electrical	Included
Code Plumbing	Included
Masonry	Included
Decking	Included
Clean & Grade	Included
Plaster	Included
Start Up	Included
Structures	Included

Total Project Cost	\$95,500.00
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Downpayment 5%	\$4,775.00
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Construction Balance	\$90,725.00
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Excavation Draw- 30% - Due At Completion Excavation	\$27,217.50
Shotcrete Draw- 35%- Due At Completion of Shotcrete	\$31,753.75
Decking Draw- 30%- Due At Completion of Tile & Coping	\$27,217.50
Plaster Draw- 5%- Due At Completion of Installation	\$4,536.25

Options

## Contract Specifications

The following general terms and conditions apply to all the work (the "Work") to be performed by Pure Eau Pools & Outdoor, LLC ("Contractor") on behalf of the "Customer" and such terms and conditions are incorporated into all written agreements between the parties.

- 1 Contractor agrees to perform the Work in substantial conformance with all written specifications attached hereto (the "Project Specifications" and/or the "Exhibit 1 Pool Plan P1.0" in such cases where a plan is necessary). If these terms and conditions conflict with the "Project Specifications" and/or "Exhibit 1 Pool Plan P1.0" or any other written agreement between the parties, these terms and conditions shall control. All measurements contained in the "Project Specifications" and/or "Exhibit 1 Pool Plan P1.0" are approximate with reasonable allowance tolerance either way (Pool related project measurements are to waterline). This Contract, together with the "Project Specifications" and/or "Exhibit 1 Pool Plan P1.0" and all schedules identified herein constitutes the entire agreement between Customer and Contractor with respect to the Work, and replaces all prior agreements or understandings, if any. No salesperson, real estate agent, broker, or agent of Contractor or Customer has any authority to make oral or written statements, agreements or representations that modify, add to, or change the terms and conditions of this Contract. This Contract is not binding upon the Contractor unless the same is accepted by an authorized agent thereof.
  
- 2 Unless otherwise specified in the "Project Specifications", the contract price assumes that there are no underground utilities, underground pipes, sprinkler lines, septic tanks, conduit or similar underground objects located beneath the surface of Customer's property. The contract price is based on the condition that there are no hard rock formations, boulders or bedrock beneath the surface of Customer's property where Contractor will be performing excavation so as to require jack hammering. The soil beneath and surrounding any improvements to be constructed by Contract must have adequate weight bearing capacities, contain no fill ground or low density alluvial fill so as to require over-digging and filling or piers. The soils contains no groundwater so as to require an over-dig and rock pack. Unless otherwise specified, the contract price does not include soil conditioning. In the event any such condition, or similar concealed circumstance is encountered following the commencement of the Work, the contract price shall be adjusted to accommodate such circumstance and Customer agrees to pay such increase prior to any further Work. Contractor shall be entitled to suspend performance until payment of such improvements is made.
  
- 3 Pure Eau Pools & Outdoor, LLC will call DIG TESS to identify the location of all utility lines. As between Customer and Contractor, Customer shall bear the responsibility for any failure by DIG TESS or third parties to accurately mark the location of all underground utilities or telecommunications cable. Customer is responsible for the cost of rerouting or repairing any utilities located in the construction area. Customer is responsible at its sole cost for relocating or repairing any utility lines that interfere with the Work. Customer(s) agree to assume all responsibility and risk thereof for loss of service and cost of all repairs. Since it is routine for the bills to be sent to Pure Eau Pools & Outdoor, LLC or other agents or suppliers contracted by the Contractor, the bills for these services will be forwarded to Customer upon our receipt. Contractor will offer to make any necessary repairs available to customer at Contractor's cost. Such offers are contingent upon payment from Customer prior to commencing any repair work.

- 4 Contractor must be granted access to the property to perform the contracted work. Customer assumes responsibility for damage to driveways, curbs, sidewalks, storm or sanitary sewer lines, septic tanks and lines, all utility lines including phone and/or cable lines, patios, landscaping of any sort including lawns, sprinkler systems, and appurtenances and/or their condition in construction areas or access unless specifically identified in the "Project Specifications" of this Contract. Customer shall bear the responsibility of protecting or removing all items of personal property on those portions of the property involved in the Work prior to the commencement of the Work.
- 5 Customer is responsible for the locations of the improvements constituting the Work. Allowing commencement of the Work constitutes the acceptance of the location of such improvements. There shall be no liability on the part of the contract for the incorrect location thereof, whether on Customer's property involved in the Work prior to the commencement of the Work.
- 6 During the construction process, Customer will not, without Contractor's prior written consent, direct or attempt to direct the subcontractors and materialmen involved in construction of the Improvements. In the event Customer contracts with other parties to perform work, which is not a part of the Work performable by Contractor hereunder, Customer shall keep such other parties from interfering with the progress of the Work done by Contractor. To the extent reasonably practicable, Contractor shall cooperate with other parties, but will not be responsible for coordinator work, for the quality of their work, or for the damage done by such other parties.
- 7 Contractor is not responsible for additional work or materials unless otherwise noted in the "Project Specifications" of this contract. It is understood and agreed that if additional work or materials, including electrical service upgrades, are required thereby to complete the contract, the same may be performed or installed and shall be added to the contract price at the cost thereof which Customer agrees to pay upon written authorization.
- 8 Contractor shall not be responsible for delays or failure to perform Work when due to events or conditions beyond the reasonable control of Contractor, including acts of God, civil war, insurrection or riots, fire, flood, explosion, earthquake, or serious accident, labor disputes, shortages of raw materials, or enactment of legislation rendering the performance of such Work unlawful. Any Dirt Cave-ins & Collapses due to rain or soils to be paid by Customer.
- 9 Customer agrees to pay for the construction of said swimming pool in the amounts of and to the schedules set forth in this contract. Payments made later than 3 days past phase construction are considered late and subject to 15% per annum interest. Contractor retains title and ownership as to all improvements (including all equipment, extras and related personal property) placed on the property by Contractor or its agents until payment in full of the Contract Price. Customer hereby grants to Contractor the right to enter the property for the purpose of removing such equipment, extras and related personal property, without prior notice to Customer, in the event Customer fails to pay the Contract Price in full and thereafter Contractor shall apply the then fair market value of such repossessed property against the amounts due Contractor by Customer. Customer Acknowledges Non - Payments will result in a Lien being listed on the property.

10 New Pool; Pool Remodel; and Outdoor Living Warranties:

- I. Contractor to warrant the "work" provided in the Specifications of the contract for a period of 1 year, provided owner fulfills all terms and payments as specified in this contract. Excavation of new pools or remodels constitutes acceptance of the project.
- II. The Warranty start period is the original plaster date of the new pool or remodeled pool. The Warranty start period for Outdoor Living projects is the date of completed masonry; carpentry; or roofing whichever is latest.
- III. Contractor shall be liable for mechanical defects in equipment or appliance only to the extent of the manufacturer's warranty. Defects of failures caused by mistreatment, neglect, or acts of God, are not covered by Pure Eau Pools & Outdoor, LLC. Repair work that is performed on the equipment by parties other than Pure Eau Pools & Outdoor, LLC or the manufacturer will void the equipment warranty. Manufacturer equipment warranties cover the original owner only. The start date for manufacturer's warranty is defined as the plaster date of the swimming pool or the install date of the equipment in the case of remodeling work that does not require re-plastering.
- IV. Contractor shall be liable for flotation and/or movement of the new pool only until pool is plastered.
- V. Contractor shall warrant the new pool structure to the extent of the Structural Warranty Certificate which will be provided upon completion and payment of the project. A copy of the un-executed version of this warranty is available upon request.
- VI. In the event that the Work performed by Pure Eau Pools & Outdoor, LLC, or is altered by a party other than Pure Eau Pools & Outdoor, LLC, it will result in a void of the warranties.

Warranty Exclusions

- a) Salt systems will create a corrosive environment and will cause damage and or discoloration to masonry, concrete, metal, or other materials on or near the pool. Pure Eau Pools & Outdoor, LLC and/or its subcontractors will not be held responsible for any damage to pool, equipment, decking, home, accessories, furniture, or any and all other items independent of or part of the pool caused by the corrosiveness or discoloration tendencies (white patches on deck, coping, tile, etc.) of salt and salt water.
- b) Flotation and/or movement of completed pools or completed remolded pools.
- c) Plaster discoloration, streaking, staining, mottling, or etching.
- d) Flaking, chipping, or delamination of any and all natural stone products.
- e) Deck cracking, shifting, or discoloration.
- f) All sealed decks will be slippery and owner assume any and all responsibility thereof.
- g) Pure Eau Pools & Outdoor, LLC is not responsible for alterations to the finish grade(s) as established by Pure Eau Pools & Outdoor, LLC. Owner assumes all responsibility for any damage to the work performed by Pure Eau Pools & Outdoor, LLC or damage to other work not performed by Pure Eau Pools & Outdoor, LLC as a result of alterations to grading or drainage as originally established by Pure Eau Pools & Outdoor, LLC.
- h) Pre-existing structural, functional, equipment related, or cosmetic conditions that currently exist but are not addressed in the Specifications section of this contract are not implied to be part of this Contract and are not covered under Warranties.

- 11 All disputes related to the Work shall be resolved by mandatory, binding arbitration administered by the American Arbitration Association (AAA) under its commercial rules with the arbitrator being an individual with experience in residential constructions matters with the arbitration to take place in Tarrant County, Texas. the parties agree that, in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including attorney's fees, and that each party's liability to the other shall be limited to the total amount agreed to be paid by the Customer under this Agreement plus interest costs, and attorney's fees. This provision survives termination or voiding of this Contract, regardless of reason. The term "disputes" shall not include a suite by Contractor for the payment of any installment of the contractor price. Contractor shall be entitled to recover its reasonable attorneys' fees in connection with any suite to enforce its rights under this Contract.
- 12 Customer may rescind this contract, without penalty or charge, within (3) business days after the execution of this contract. In such event, the deposit amount previously accepted by Contractor (as identified in the Financial Summary of this contract) is not refundable.
- 13 Customer acknowledges that he or she has read and understands this contract, and all attachments hereto. Customer is not relying on any verbal statement, promise, condition or stipulation not specifically set forth in this Contract. By signing this contract, Customer represents that he or she is the legal owner of the said property.

Work Commencement:

- 1) Customer understands that without a stamped survey or stamped form survey by a registered surveyor (except in those cases where no permits are needed), the construction drawing and permit process will not commence.
- 2) Customer understands that, without completed selections, Pure Eau Pools & Outdoor, LLC cannot effectively draw construction sections, order necessary materials, or properly plan to build the project in an efficient time lines. Any delay in the selection process will result in delays in the building process.
- 3) Customer understands that DIG TESS must be granted access to a pet free back yard to perform locations of underground utilities. Failure to comply will result in delays to the permit and building process.

Payments:

- 1) Customer is sole responsible for assuring payment scheduled is followed. Work will commence upon receipt of the "Down payment" set forth.
- 2) Customer is sole responsible for assuring payment schedule is followed. Customer understands that delinquency in payment(s) by the Customer or the Customer's Agent (Builder) will stop the job progress. Payments later than 30 days past completion dates of phases are considered late.

## Change Orders:

- 1) Changes to the "Project Specifications" and/or "Exhibit 1 Pool Plan P1.0" will be communicated through the use of a "Change Order". Additional work will not be performed without written Customer consent and payment for such work. Additional work will usually require additional time.
- 2) Payment of Change Orders is the Customer's sole responsibility. Pure Eau Pools & Outdoor, LLC will not complete a project or plaster and fill a project that is not current on Change Orders.

## Signatures:

- 1) Customer understands that any work including electrical company approval and city permitting cannot commence until the signatures of party/parties as outlined in this contract and the Customer's builder (if applicable) are received.
- 2) Customer understands that it is not uncommon for Cities to require liability releases that must be signed by the Customer. Customer agrees to sign such releases as they may apply.

## Financing:

Customer understands that work cannot commence until financing (if applicable) is closed upon. Customer must Initial one of the options below to describe the payment method. Failure to identify a payment type will result in a delay of the project.

Initial	
	I own the above stated property and am paying cash for the contracted items (no loan will be procured).
	I own the above stated property and am taking a 2nd lien note, 3rd lien note, or home equity loan for the contracted items. (Note: Loan must be closed for 3 days (right of rescind period) prior to starting project).
	I am including the pool in my mortgage. The project will not be started until after closing of the stated property. All draws will be paid in accordance with the payment schedule listed above.
	I currently do not own the stated property. The builder is paying for the project. The project will start prior to closing on the house. I have deposited the contracted amount of the project with the builder. I understand that, in the event that I do not close on this house for any reason, all monies for the project are non-refundable by Pure Eau Pools & Outdoor, LLC or the builder. I understand that it is my responsibility to procure the signature of the builder on this Contract. I understand that the project will not start until the builder has signed this contract.
	I currently do not own the stated property. The monies for the project are deposited at the Title Company closing the transaction. All draws on the project will be paid in accordance with the payment schedule listed above. The builder will allow construction to begin prior to closing. I understand that, in the event I do not close on the house for any reason, all monies for the project are non-refundable by Pure Eau Pools & Outdoor, LLC, the builder or Title Company. I understand that it is my responsibility to procure the signature of the builder on this contract. I understand that the project will not start until the builder has signed this contract.

Mortgage Information:

Mortgage Company or Lender:		Title Company:	
Loan Officer; Telephone:		Title Closer; Telephone:	
Loan Closing Date:			

Initial	
	I am in the process of procuring a lender. I will communicate my lender information to Pure Eau Pools & Outdoor, LLC upon completion

Builder of Home	DocuSigned by:	Date	
Owner of Property	Indrasena Varakantham Reddy	Date	11/21/2023
Owner of Property	31B84B7A6F1468...	Date	
Pure Eau Pools & Outdoor, LLC	DocuSigned by:	Date	11/21/2023
	9C6976FFFFF2E488...		