

Owner Park Paseo HOA Club House Pool / Attn: Lynn Wyatt  
 Cell \_\_\_\_\_  
 Phone 714-730-1560  
 Address 25 Christamon  
Irvine  
 State Ca Zip 92620 Map Page \_\_\_\_\_  
 Email Address \_\_\_\_\_



**PROPOSAL & HOME IMPROVEMENT CONTRACT**  
**1-866-691-7946**  
 ultimatepoolremodeling.com

**NOTICE OF CANCELLATION MAY BE SENT TO ADDRESS BELOW:**

ULTIMATE POOL REMODELING, INC. • 231 E. Alessandro Blvd. #A, PMB 398, Riverside, CA 92508 • 866-691-7946 • Lic.# C53-924161 • www.ultimatepoolremodeling.com

**Description of the Project and Description of Significant Materials to Be Used and Equipment to Be Installed:**

Remove and Replace Surface	Pool Lin ft.	Save	Spa Lin ft.	Save
Remove and Replace Tile	Lin ft.			
Remove and Replace Coping	Lin ft.	434	12X24 sb Artistic Paver style & color TBD on pool, spa, and wader	\$21,700.00
Remove and Replace Decking	Sq ft.	17210	16X16 Artistic Paver offset pattern including walkways to all gates style & color TBD	
Pool Light	8 LED Large white	\$6,400.00	Spa Light	Timer
Heater			Filter	Pump
Additional				

1-Remove & disposal of approx. 17210 Sq. Ft. of existing concrete, over excavate to 6" to 7" below finished grade, install 3" to 4" of #2 road base compacted to 98% per ICPI standards on 1" of bedding sand, install 4" apron of concrete below grade around each body of water (pool, spa, & wader) with proper bonding to meet Health Department requirement. \$343,462.00

2-Install commercial drainage system throughout new decking below grade with brass drain grates. \$3,150.00

3-Keep pool, spa, and wader plumbing under pressure during deck work.

4-Remove and replace 10 skimmers with new. \$20,000.00

5-Install 1 new three bend handrail and 2 new sets of grab rails in pool, and 2 new rails in spa. \$5,200.00

6-Install new non-slip deck depth markers and "No Diving" markers around pool, spa, and wader perimeters. \$1,435.00

7-Remove existing large steps at club house and steps down to spa replace with Artistic Paver coping and step treads. \$18,200.00

8-Install new auto fill lines on pool & spa. \$2,400.00

9-Obtain County Health Department permits and inspection meetings. \$1,000.00

Move all junction boxes for lights to the perimeter fence line. \$6,375.00

10-Build new seat wall / pony adjacent to equipment room, install Artistic Paver coping wall cap, stucco wall face color TBD. \$2,708.00

11-Build new concrete block BBQ 19' L X 5' W X 3' H (grills not included) stucco finish color and top TBD. \$16,000.00

12-Install 3 new 1" conduits for future electrical from equipment room to box in spa area with risers. \$4,800.00

13-Install 3 new 1" conduits for future electrical from equipment room to box in spa area with risers. \$18,000.00

14-Build new ADA ramp located by restrooms with required railings. \$18,000.00

15-Move existing BBQ in spa area including gas line. \$1,000.00

16-Build up approx. 50 Sq. Ft. adjacent to existing BBQ for new long BBQ. \$2,000.00

Total for all work listed above: \$473,830.00

*\* 473,830.00*

*\$7825. lower*

**OWNER'S ACCEPTANCE & ACKNOWLEDGMENT:**

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started. Do not sign this agreement before you read it or if it contains any blank space. Owner acknowledges having read and received a legible copy of this Contract, including all Terms and Conditions, before any work was done, and having read and received a legible copy of every other document specified in the List of Included Documents. Owner hereby authorizes Contractor to furnish all materials and labor required to complete the work described for

List of Included Documents: Contract Cover, Project Grid, Notice of Three Day Right to Cancel, Proposal & Home Improvement Contract

OWNER

Accepted: X \_\_\_\_\_  
 Owner's Signature

Date of Sale: \_\_\_\_\_

*The Notice To Owners and Right To Cancel information is incorporated as part of this agreement*

which Owner agrees to pay the Contract Price stated and according to the terms and conditions on each page of the Contract and each document specified in the List of Included Documents. Owner acknowledges, before entering into this Contract, having read the paragraph entitled "ARBITRATION OF DISPUTES" on the terms and conditions of this Contract, and hereby expressly agrees to that provision, and by signing below agrees to be bound by said provision, whether or not initialed following the provision. Owner has the right to require Contractor to have a performance and payment bond.

**PROPOSAL AND CONTRACT APPROVED BY:**

OFFICE USE ONLY

By: X \_\_\_\_\_

Name & Title: \_\_\_\_\_

Salesperson: X Dan Crane \_\_\_\_\_  
 Name of Salesperson

Registration #: \_\_\_\_\_

(This Proposal is not a binding contract unless approved and signed here by an officer, director or authorized by ULTIMATE POOL REMODELING INC. other than the salesperson who prepared this proposal.)

**TERMS AND CONDITIONS OF THIS CONTRACT**

**WORK STOPPAGE:** Contractor shall have the right to stop work and keep the job idle if payments are not made by Owner when due. Contractor at its sole option may choose to continue working, but shall be entitled, in addition to all other remedies, to ten extra days for completion of all work for each day that payments are not timely made. If any payment is not made to Contractor when due, Contractor shall be entitled to an additional 10% of the amount of such payment. If the work shall be stopped under an order of any court or other authority, or by the Owner, for a period of 60 days or more, Contractor may, at Contractor's option, upon 5 days written notice, demand and receive payment for all work performed and materials ordered or supplied and any other loss sustained, including overhead & profit of 25% of the Contract Price and shall be entitled to terminate the Contract. In the event of work stoppage for any reason, Owner shall provide for protection of, and be responsible for any loss, injury, damage, warpage, cracking or loss of material on the premises.

**ENTIRE AGREEMENT/ CANCELLATION:** This Contract including all terms and conditions shall become binding only upon execution by Owner and an authorized representative of Contractor, and shall constitute the entire Contract between the parties hereto, there being no covenants, promises or agreements, written or oral except as herein set forth. Any change orders agreed to by Owner and Contractor shall be subject to the terms and conditions of this Contract and will be made a part of this Contract. Contractor may, at its option, terminate this Contract without penalty or liability to any person or entity, if Contractor disapproves of Owner's credit and Owner is so notified in writing within 15 days from the date this Contract is signed by Owner and approved by Contractor.

**MATERIAL REMOVED - DEBRIS:** All material removed in the course of Contractor's performance shall be disposed of by Contractor except those items designated by Owner in writing prior to commencement of work. Contractor shall remove its construction debris after completion of work and premises left in neat, broom clean condition, unless otherwise stated.

**EXTRA TIME/DELAYS:** Contractor shall not be responsible for delays for any of the following: issuance of building permits, timing of loans, disbursement of funds into building control or escrow, negligent acts or omissions of Owner or Owner's employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure materials through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, delays caused by inspections, changes ordered by the owner, inspectors or government bodies, or other causes beyond the Contractor's control. For each day of delay caused by any of the above stated reasons, the time for completion of all work shall be automatically extended by ten additional days.

**DAMAGE & ACCESS TO SITE:** Contractor shall not be held responsible for damage to Owner's property or any work performed by Contractor or others caused by Owner or Owner's agents or employees or acts of other contractors, acts of God, soil conditions, slippage or movement, earthquake, fire, stormy or inclement or abnormal weather conditions, rain, water damage to Owner's property including interior if the roof or walls cannot be closed within a reasonable time, riot or civil commotion or acts of public enemy, and all acts, events or occurrences beyond the control of the Contractor. Owner shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and debris. Owner is responsible for obtaining all necessary permission for Contractor to access the site through other adjacent properties, and Owner agrees to be solely responsible for any damage arising therefrom and expressly agrees to indemnify and hold Contractor harmless from any and all claims, loss, and/or liability arising therefrom. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals or children. Contractor shall not be held responsible for damage to driveways, walks, lawns, shrubs or other vegetation, by movement of trucks, men,

equipment, materials, debris, etc. If Owner arbitrarily denies access to any workmen during scheduled working hours, then Contractor shall be entitled to a minimum \$75.00 trip charge.

**UTILITIES & OSHA REQUIREMENTS:** Unless stated otherwise, Contractor assumes that all existing utility connections are adequate for the proposed work, and installation of utilities are not included in this Contract. All water, sewer, gas and electric utilities are the responsibility of Owner. In compliance with Federal and State Law, Owner agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor for cost of rented units. Owner agrees to provide electricity at the job site as may be required by Contractor to perform all work.

**LEGAL FEES:** In the event that Owner fails to make payments due to Contractor and Contractor commences collection of any payments unpaid by Owner, the prevailing party in any such collection dispute, lawsuit, litigation, mediation and/or arbitration shall be entitled to reasonable attorneys fees and to all costs actually incurred.

**ARBITRATION OF DISPUTES:** ARBITRATION OF DISPUTES: ANY MATTER OR DISPUTE ARISING OUT OF OR INVOLVING THIS CONTRACT SHALL BE INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION AND SHALL BE ADMINISTERED BY AND IN ACCORDANCE WITH THE ARBITRATION LAWS, RULES AND PROCEDURES OF THE CALIFORNIA CODE AND OF THE ARBITRATOR TO BE SELECTED BY THE PARTIES' MUTUAL AGREEMENT. IN ANY ARBITRATION, INCLUDING ANY CSLB ARBITRATION PROCEEDINGS, THE PARTIES SHALL BE ENTITLED TO CONDUCT DISCOVERY, PRIOR TO ANY ARBITRATION HEARING, PURSUANT TO THE CIVIL DISCOVERY ACT CODIFIED IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, INCLUDING AT MINIMUM A SITE INSPECTION.

**NOTICE:** BY INITIALING IN THE SPACE BELOW AND/OR SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW AND/OR SIGNING THIS CONTRACT YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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INITIALS \_\_\_\_\_



**NOTICE OF THREE DAY RIGHT TO CANCEL**

**Notice of Cancellation**

\_\_\_\_\_ (date of transaction)

**Three-Day Right to Cancel:** You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instruction on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

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not later than midnight of \_\_\_\_\_ (date)

I HEREBY CANCEL THIS TRANSACTION: \_\_\_\_\_ (date)

\_\_\_\_\_ X  
(print name) Signature

**GUARANTEE OF WORKMANSHIP:** Contractor guarantees that all materials furnished will be standard quality free from defects, and be installed or applied in a good workmanlike manner. All work performed under this contract shall be subject to the specifications of the current technical manual of the National Plasterers Council. All labor and material are guaranteed for a period of 5 years when subject to normal use and care, and provided Owner has complied in full with Contract terms and payment schedule and other conditions of this Contract. If Owner has not complied, labor and material are guaranteed for a period of one year only. The liability of Contractor for defective material or installation under this guarantee is hereby limited to replacement or correction of said defective material or installation, and no other claims or demands whatsoever shall be made upon or required to be allowed by Contractor. Equipment, assemblies, units or materials manufactured by others and/or purchased by Contractor included in this Contract are sold and installed subject to the manufacturer's or processor's guarantee or warranty, and not Contractor's.

**NOTICE OF DEFECT & REQUEST FOR WARRANTY REPAIR:** In the event Owner believes that any work performed by Contractor is defective or is otherwise not in compliance with the terms and provisions of this Contract or was not performed according to industry standards, or in the event Owner requires warranty repair to any work performed by Contractor, Owner shall notify Contractor, in writing of any such request or demand, and allow Contractor a reasonable opportunity to correct any such defective work, prior to having any work performed by any other person or entity and prior to submitting any such claim to mediation, arbitration, litigation or to any regulatory or administrative agency, including the CSLB. Owner expressly agrees that should Owner fail to give notice as required herein, and provide Contractor a reasonable opportunity to correct or warranty any item, Owner waives any right to recover attorney's fees and costs provided by this Contract. This clause shall remain in full force and effect regardless of whether Contractor performs any warranty or repair work without having first received written notice from Owner.

**5 YEAR LIMITED WARRANTY** - All work performed will be guaranteed for 5 years from date of plaster as follows: All material is guaranteed to be free of defects. All workmanship will be completed in a workmanlike manner according to standard industry practices. All swimming pool plaster is subject to staining due to local water conditions or improper service that is performed by the Buyer. Plaster and concrete are not warranted or guaranteed against cracking, checking (i.e., hairline cracks), discoloration, staining, degree of whiteness or uniformity of color. Contractor does not guarantee that samples, brochures or pictures will match the actual material after application. Colors shown in samples, brochures or pictures may vary from actual material after application. In the event that the pool is drained by Owner without first obtaining the express written consent of Contractor, any and all warranties and/or guarantees shall be void. If Owner fails to comply with the terms of the Contract and Payment Schedule the warranty shall be for one year only. Installed manufactured equipment, i.e., heaters, pumps, filters, lights, will be warranted for a period of one year from date of installation or for period of manufacturer's warranty whichever is longer. See the Terms and Conditions and warranty information sections of this Contract for more information.

## 5. UNFINISHED BUSINESS

### A. UPDATES

#### A. Red Curbs Scheduled for July – Christamon Corners East & West

The Board asked Management to also notify the other homeowners in the immediate areas.

#### B. Timely Invoices

The Board wants verbiage put into vendor contracts that say "if invoices are not received within 60 days they will not be paid."

#### C. Clubhouse Pool Deck Project

The Board discussed the upcoming Clubhouse Pool Project. The discussion included but was not limited to the following:

a. When to begin – October 1, 2020

b. Time Frame – The contractor says FIVE months to be safe. The Board wants an absolute deadline of completion April 1, 2021.

c. CD Investments – Project Costs / Payments /When

The Board unanimously approved not to reinvest two CD's at Morgan Stanley and leaving them in a liquid account for project expenses.

d. BBQ Counter Design

Included in the contract - style and size to be determined.

e. ADU Ramp to Bathrooms

Included in the contract – exact location and design to be determined

f. Contractors Evaluation

The Board reviewed two proposals.

*Motion Brooks to approve Ultimate Remodeling Pools, costs not to exceed \$481,655 without prior approval of the Board*

*2<sup>nd</sup> Cheng*

*VOTE Unanimous*

*(4 ayes / 0 nays)*

g. Project Manager

The Board recognized that the onsite General Manager could not solely be the Project Manager for this project due to other responsibilities and time. A Steering Committee was formed, along with a Northstars Swim Team liaison for the project.

## 6. NEW BUSINESS

### A. NEW Election Laws

The new election laws effective January 1, 2020, were reviewed.

*Motion Brooks to approve the new election laws including the discretionary changes*

*2<sup>nd</sup> Renshus*

*VOTE Unanimous*

*(4 ayes/0 nays)*



# ACCOUNT STATEMENT

## Ultimate Pool Remodeling

231 E Alessandro Blvd #A398  
Riverside, Calif 92508  
(Office) 951-686-1330 (Fax) 951-686-1337

Invoice Number: 796873  
Invoice Date: 09/03/2020  
Job Number: 2868

Number	Phase Description	Due	Amount	Credits	Payments	Balance
<b>Draws</b>						
796873	Demo	09/03/2020	\$142,149.00	\$0.00	\$0.00	\$142,149.00
797117	Plumbing		\$142,149.00	\$0.00	\$0.00	\$0.00
797118	Coping		\$94,766.00	\$0.00	\$0.00	\$0.00
797120	Deck		\$61,597.90	\$0.00	\$0.00	\$0.00
797121	Clean-Up		\$33,168.10	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$473,830.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>CONTRACT BALANCE:</b>			<b>\$473,830.00</b>		<b>TOTAL DUE:</b>	<b>\$142,149.00</b>

x = Non-Costable

SUB'D