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IKON USA  
PO Box 980022  
Park City, UT 84098

Job Address:  
9300 Marsac Ave  
Park City, UT 84060

**Print Date:** 7-27-2023

## Sommet Blanc Pool and Spas

### **"CONTRACTOR AGREEMENT"**

THIS AGREEMENT by and between **Infinity Pools LLC**, hereinafter called the **Contractor**, and **Client Name/s**, hereinafter called the **Owner**.

WITNESS, that Contractor and Owner for the consideration named agree as follows:

### **ARTICLE 1 - SCOPE OF WORK**

Contractor shall as required and contracted, furnish all materials and perform all work described below, in specifications, and on plans as it pertains to work to be performed on property located at the referenced site address."

The following contract is a binding agreement between Contractor and Owner listed above.

### **ARTICLE 2 - EXCLUSIONS**

The following exclusions are not priced into the contract details. If any of the following items become required during the project, a subsequent change order will be created for the Owner to cover the costs of the item.

#### **Exclusions:**

- 1.) All jobs are designed and bid with standard pool engineering practices, however after this contract has been signed the project will be sent off to be professionally engineered. If it is determined by the expert engineer that additional materials will be required to ensure proper reinforcement of the pool structure, Contractor will need to submit a change order for that additional labor and materials.
- 2.) Pre-grading of the location by others
- 3.) Unusual soil conditions are not included in this proposal and will be addressed with a change order should they be encountered. (Ref. Article 5, Nos. 11-13)
- 4.) Dirt haul off, time and materials based on distance of haul
- 5.) Decking beyond the coping
- 6.) Venting of boiler, time and materials based on distance of run.
- 7.) Utility services to the equipment location: Gas service will not be provided by Contractor. Electrical service will not be provided by Contractor. Water service will not be provided by Contractor. (Ref. Article 3, Nos. 7-9)

## Sommet Blanc Pools and Spas

Bid is reflective of Cloward H2O drawings dated 11.18.22.

Items	Description
<b>Plans</b>	Plans have been provided by Cloward H2O. Plan set dated 11.18.22.
<b>Permits</b>	Infinity Pools handles all permitting process. Cost of Permit to be paid by client.
<b>Engineering</b>	Engineering has been specified by ClowardH2O. Engineering in this bid has been bid is reflective of these drawings.
<b>Bonds</b>	Not on every project, refunded once project complete
<b>Excavation Subcontractor</b>	<ul style="list-style-type: none"> <li>- Excavation of 30' x 73' 9" Pool (3-5' Deep)</li> <li>- Excavation of 8' x 13' Raised Spa 1</li> <li>- Excavation of 8' x 13' Raised Spa 2</li> <li>- Benches and Steps per Design</li> </ul>
<b>Excavation Materials</b>	Gravel base of pool
<b>Forming Materials &amp; Labor</b>	Labor and Materials to form the perimeter of the pool
<b>Plumbing Subcontractor</b>	<p>Infinity Pools performs hydraulic calculations on every one of our projects to ensure that your pool will maintain good water chemistry and turnover new water every 6 hours.</p> <p>-Labor to install rough plumbing per hydraulic plans.</p> <p>Pool:</p> <ul style="list-style-type: none"> <li>- (10) Skimmers</li> <li>- (2) 18" x 18" Dorado Prefab Sump with Grate Main Drain</li> <li>- (18) Floor Returns</li> <li>- (2) Autofill Lines (Sensor and Fill)</li> </ul> <p>Spa 1:</p> <ul style="list-style-type: none"> <li>- (2) 18" x 18" Dorado Prefab Sump with Grate Main Drain</li> <li>- (2) Skimmers</li> <li>- (10) Hydrotherapy Jets</li> <li>- (6) Wall Returns</li> <li>- (2) Autofill Lines (Sensor and Fill)</li> </ul> <p>Spa 2:</p> <ul style="list-style-type: none"> <li>- (2) 18" x 18" Dorado Prefab Sump with Grate Main Drain</li> <li>- (2) Skimmers</li> <li>- (10) Hydrotherapy Jets</li> <li>- (6) Wall Returns</li> <li>- (2) Autofill Lines (Sensor and Fill)</li> </ul>
<b>Plumbing Materials</b>	<ul style="list-style-type: none"> <li>- Circulation Piping (Schedule 40 PVC in Plumbing Trench)</li> <li>- Equipment Room Face Piping (Schedule 80 PVC)</li> <li>- Link Seals for Pipe Penetrations into Equipment Room</li> <li>- Fittings</li> <li>- Valves</li> <li>- Flowmeters</li> <li>- Vacuum Switches</li> <li>- Thermometers</li> </ul>
<b>Steel Subcontractor</b>	Labor and Materials to tie rebar for pool and spas.
<b>Steel Materials</b>	Cloward H2O has specified rebar schedule in their drawings. Bid is reflective of these drawings.
<b>Bonding Subcontractor</b>	Material and Subcontractor cost to connect all conductive elements in pools, spas, and hot tubs to create a single network that can evenly balance electrical voltage and reduce the risk of shock.
<b>Shotcrete Subcontractor</b>	Labor to install 4000 psi shotcrete mix per design.
<b>Shotcrete Materials</b>	In Yards
<b>Masonry Subcontractor</b>	<ul style="list-style-type: none"> <li>- Labor to Install Cast in Place Concrete Coping</li> <li>- Labor to Install 6" x 6" Tile or Large Format Tile for Waterline</li> <li>- Labor to Install Raised Spa Veneer</li> <li>- Labor to Install Anchors for Ladders, Transfer Bars, ADA Lifts and Rails</li> <li>- Labor to Install Depth Indicators</li> <li>- Labor to Install Step Indicator Tile</li> </ul>

Items	Description
Masonry Materials	<ul style="list-style-type: none"> <li>- Cast in Place Concrete Coping</li> <li>- 6" x 6" Tile or Large Format Tile for Waterline (\$8 In. ft. material allotment)</li> <li>- Raised Spa Veneer (\$9.00 sq. ft. material allotment)</li> <li>- (16) Bronze Anchors for Ladders, Rails, ADA Lifts and Transfer Bars</li> <li>- Sand Blasting Depth Indicators</li> <li>- 2" x 2" Step Indicator Tiles on Perimeter of Benches and Steps</li> </ul>
Equipment Set Subcontractor	Labor to set and plumb equipment for pool/spa.
Equipment Set Materials	<p>Pool Equipment:</p> <ul style="list-style-type: none"> <li>- Treatment Pump: Pentair EQ Series EQK750</li> <li>- Basket Strainer: Pentair EQ Series Strainer Basket</li> <li>- Booster Pump: Pentair Whisperflo, WFK6</li> <li>- Filter: Aquify PMF-30-300-FRP</li> <li>- Ozonator (Substitute, Micro Plasma is out of business): Atavis Plasma, Gen-15</li> <li>- Air Prep: Atavis Plasma, OXY-6-100</li> <li>- Ozone Injector: Atavis Plasma, INJA-1583-3/8</li> <li>- Contact Tank/Destruct Unit: Atavis Plasma, CTA-25</li> <li>- ORP Probes: Atavis Plasma SRPP-1001</li> <li>- Heater: Raypak, MVB-2004A, 1,900,00 BTU/HR</li> <li>- Chlorine Feed Pump: Stennar, 45M4</li> <li>- pH Feed Pump: Stennar, 45M2</li> <li>- Chemical Controller (Substitute): IPS M820</li> <li>- Level Controller (Substitute): Jandy Levelor K1100</li> </ul> <p>Spa 1 Equipment:</p> <ul style="list-style-type: none"> <li>- Treatment Pump: Pentair WhisperfloXF, XFK-8</li> <li>- Feature Pump: Pentair WhisperfloXF, XFK-6</li> <li>- Sand Filter: Triton, TR-140C</li> <li>- Ozone Generator (Substitute for MicroPlasma): Atavis Plasma, GEN-15</li> <li>- Air Prep: Atavis Plasma, OXY-6-100</li> <li>- Ozone Injector: Atavis Plasma, CTA-25</li> <li>- ORP Probe: Atavis Plasma, ORPP-1001</li> <li>- Heater: Pentair Max E-Therm 400k BTU</li> <li>- Chlorine Feed Pump: Stennar, 45M2</li> <li>- pH Feed Pump: Stennar, 45M1</li> <li>- Chemical Controller (Substitute): IPS M820</li> <li>- Level Controller (Substitute): Jandy Levelor K1100</li> <li>- Blower: Rotron, DR454R72M</li> </ul> <p>Spa 2 Equipment:</p> <ul style="list-style-type: none"> <li>- Treatment Pump: Pentair WhisperfloXF, XFK-8</li> <li>- Feature Pump: Pentair WhisperfloXF, XFK-6</li> <li>- Sand Filter: Triton, TR-140C</li> <li>- Ozone Generator (Substitute for MicroPlasma): Atavis Plasma, GEN-15</li> <li>- Air Prep: Atavis Plasma, OXY-6-100</li> <li>- Ozone Injector: Atavis Plasma, CTA-25</li> <li>- ORP Probe: Atavis Plasma, ORPP-1001</li> <li>- Heater: Pentair Max E-Therm 400k BTU</li> <li>- Chlorine Feed Pump: Stennar, 45M2</li> <li>- pH Feed Pump: Stennar, 45M1</li> <li>- Chemical Controller (Substitute): IPS M820</li> <li>- Level Controller (Substitute): Jandy Levelor K1100</li> <li>- Blower: Rotron, DR454R72M</li> </ul>
Handrails/Lifts/Accessories	<ul style="list-style-type: none"> <li>- (2) 4-Bend Spa Entry Rails</li> <li>- (2) Deck to Pool 3 Bend Rails</li> <li>- (3) Ladders</li> <li>- (1) SR Smith Splash ADA Lift</li> </ul>
Electrical Subcontractor	Bond wire, electrical hook up of all equipment.
Electrical Materials	<ul style="list-style-type: none"> <li>(800) feet of conduit light runs with bond wire</li> <li>(4) Pentair Intellibrite LED Pool Lights</li> <li>(2) Pentair Globrite LED Pool Lights in Playshelf</li> <li>(2) Pentair Intellibrite LED Spa Light</li> </ul>
Interior Finish Subcontractor	PebbleSheen White Diamonds Exposed Aggregate Finish (30-40 year lifespan)

Items	Description
Cover Subcontractor	- Automatic Safety Cover with lockable switch, cover is rated for 3 adults and 2 children to be on it at the same time with water in the pool. - Bubble Cover for both spas.
Start-Up Materials	Chlorine and chemicals for start-up of pool/spa.
CleanUp Costs	Job Site Clean Up

**Sommet Blanc Pools and Spas Total: \$1,095,118.22**

**Total Price: \$1,095,118.22**

### **ARTICLE 3 - PRICE BREAKDOWN DETAILS**

- 1.) Structural: Swimming Pool will be constructed per structural engineering specifications. 4000psi or greater shotcrete shell.
- 2.) Plumbing: All plumbing is hydraulically engineered to surpass industry standard turnover rate. The plumbing from the equipment location to the pool will be placed in 24" deep trench and properly back filled and compacted.
- 3.) Equipment & Automation: "Price Breakdown" details
- 4.) Masonry: See "Price Breakdown" details
- 5.) Interior Finish: "Price Breakdown" details
- 6.) Maintenance and Maintenance Equipment: "Price Breakdown" details
- 7.) Gas: Gas service will not be provided by Contractor
- 8.) Electrical: Electrical service will not be provided by Contractor
- 9.) Water: Water service will not be provided by Contractor
- 10.) Estimated Start Date, Construction Inflation, Contract Adjustments: Contract final pricing is based on the job estimated start date above, if the start date of the job goes 90 days beyond that date due to a delay in the Owner or Owner's representative(s) ability to allow Contractor to start construction a subsequent pricing review will be completed with the new estimated start date, and a possible change order will be filed to adjust for construction inflation prices from our suppliers and subcontractors.

### **ARTICLE 4 - PAYMENT PROVISIONS**

- 1.) 5% Down Payment: Must be received prior to start of planning & permits.
  - 2.) 30% Construction/Excavation Start Payment: 30% at commencement of excavation work on the swimming pool or spa, a payment of thirty percent of the original contract price plus any written change orders approved by the purchaser.
  - 3.) 30% Post-Shotcrete Payment: 30% at completion of the installation of steel, plumbing and pneumatically applied concrete materials or the installation of a swimming pool or spa, a payment of thirty percent of the amount of the original price plus any written change orders approved by the purchaser.
  - 4.) 30% Pre-Plaster Payment: 30% at completion of the installation of masonry materials, payment of thirty percent of the amount of the original price plus any written change orders approved by the purchaser. Infinity Pools will not progress with the plastering phase of the construction process until this payment has been received.**
  - 5.) 5% Final Payment: 5% Final payment at application of the finishing interior materials, and final agreed Punchlist items.
- \*Payment for each stage must be received before we continue construction. To ensure timely completion of your pool, please submit payment promptly. Failure to do so may result in a delay in scheduling and construction.**

### **ARTICLE 5 - GENERAL TERMS & CONDITIONS**

#### **Plans & Specifications**

- 1.) The plans and specifications attached hereto form part of this Contract. In case of conflict between the provisions stated in such plans and specifications and the terms within the Contract, the terms of the Contract shall prevail.
- 2.) All the measurements as provided in the plans and specifications are approximate and may vary within reasonable tolerances not to exceed 5%. Owner and Contractor agree it is impractical to fix actual damages in the event of deviations in pool dimensions and therefore agree

liquidated damages for errors by Contractor in the water surface area of the pool shall be \$5.00 per square foot.

### **Buyers Responsibility**

- 3.) The swimming pool, equipment and utilities shall be constructed upon the land and in the locations upon such land designated by the Owner. Even though Contractor may assist the Owner in located pool, equipment and utilities. Owner warrants that he/she is familiar with the location of his/her property lines and that the pool site herein agreed upon is within said property lines. The property line used to locate the pool will be the fence line and if no fence exists the property line in the plot plan will be used. However, the Owner shall have complete responsibility for the accurate determination of the property line and shall have complete responsibility for, and pay all costs necessary in obtaining all necessary zoning variances, easements, waivers, or associated permits. Owner covenants and agrees to indemnify and save harmless Contractor from any suit, action, or claim of Owner or any third person, firm or corporation for the locations of said pool by Contractor in the place designated by Owner. Even though Contractor may assist Owner in locating utility line, the Owner is responsible for any costs in connections with underground utilities incurred either as a result of Contractor's efforts or third parties such as public utilities.
- 4.) In the event Owner authorized access through adjacent properties for Contractor's use during construction, Owner is required to obtain permission from secondary property owner(s) of the adjacent properties for such use, and Owner agrees to be responsible and to hold Contractor harmless and accept any risks thereof.
- 5.) It shall be the responsibility of the Owner to furnish any water, power, or there utility necessary to construct said pool at the said location for the use of the Contractor. Installation of extra service and/or circuit in Owner's electrical panel box and/or removal and replacement of overhead wires to comply with existing codes must be paid for by Owner above contract price.
- 6.) Owner agrees to assume all liability for damage to driveway, walks, curbs, shrubs, sewers, sprinkler systems, patio, underground lines, landscaping, fences, or lawn, or any part of the swimming pool by irrigation water, vandals, or any other persons or things not within control of the . Any pool equipment or appurtenances subject to the Contract delivered to the job site are Owner's property upon delivery and if removed are Owner's responsibility.
- 7.) Owner shall provide Contractor with adequate access and a site free of debris or obstacles prior to, and throughout, the work period and Owner agrees to pay to Contractor all additional costs incurred as a result of Owner's failure to so provide. The Owner shall be responsible to protect all trees, shrubs, or other plants which he desires to save which occupy space to be used in the construction of the swimming pool or necessary in providing free and open access to Contractor in constructing the swimming pool.
- 8.) Owner agrees to water the Shotcrete as directed from no closer than five feet from edge of pool.
- 9.) It is the Owner's responsibility to maintain control of pets and children in the pool construction area of the backyard. Contractor hereby disclaims any and all liability arising out of or related to any event or circumstance involving children or pets in the pool construction area.
- 10.) Owner agrees to provide and maintain all necessary fencing, safety devices and barrier equipment required by state, city or local government. Buyer is solely responsible for independently reviewing and understanding any and all such requirements.

### **Unusual or Unforeseen Conditions**

- 11.) It is hereby mutually agreed that in the event that Contractor, in excavating the location of the swimming pool, encounters any unusual or unforeseen conditions including but not limited to the following: caliche; mass concrete; granite or the like; unusually large boulders or the like; subterranean water; cesspool or the like; flotation of the pool due to external water; said location consists of low density fill or soil of inadequate bearing capacity; said location contains underground electrical conduit, piping or other obstructions not apparent from an inspection of the surface requiring removal or alteration; if blasting, jackhammer work, ripper tooth type construction or any other nonstandard excavating equipment is used or required; any underground or surface water conditions interfering with the installation or operation of the completed structure; or any other unusual conditions unforeseen by the Contractor, the Owner agrees to pay for the costs associated with the unusual or unforeseen conditions in addition to the contract price. Drainage beyond the pool decking is Owner's responsibility.
- 12.) This contract and proposal make the assumption that for our structural engineering/rebar construction purposes we will use #3 rebar with 12 inch on center reinforcement. However, after we have excavated your pool/spa and engineering dictates stronger reinforcement is required by the Contractor that go above and beyond the #3 bar and 12 inch on center standard. Owner agrees to pay for the costs associated with the changes, through a change order, in structural engineering/rebar construction in addition to the contract price.
- 13.) Pre-grading of existing sod, trees, bushes etc. is not included in this agreement. All excess soil will not be removed unless otherwise specified in this contract before start of excavation. Owner agrees to assume all responsibility for excavation spoils. No grading will be done unless specified in contract.

### **Delays**

- 14.) Contractor agrees to construct the pool diligently. Contractor shall not be responsible for any delays or damages caused by failure to perform work or furnish materials or equipment due to acts of God, conditions created by the threat of or inclement weather, war, riot, or other civil disturbance, strike, government prohibition, delays caused by Owner, non-issuance of all required permits affecting the pool, availability of construction materials, or any other reasons beyond its reasonable control.

### **Work Changes & Change Orders**

15.) Requests for any changes or additions to this contract desired by the Owner shall become part of this contract only after: 1) such requests are submitted to the Contractor in writing, 2) a mutually agreed upon price is set for all requested changes or additions, and 3) the request is signed by both parties. All sums for changes or additions shall be due 50% at the time of the approved Change Order, and the remaining 50% at the next draw when the work is complete, and the Contractor shall have the right to stop work and to keep the job idle if payments are not made when due. **Changes made after the work has begun may delay the construction progress and will incur a Change Order charge of up to \$250.00 each change. Change Order fee does not apply to material selection made after the execution of the agreement.**

16.) Contractor assumes no responsibility or liability for any damages resulting from work performed by the Owner, equipment or materials supplied by the Owner, or any sub-contractor or third party work instituted by the Owner relating to the construction of the swimming pool, even where the Contractor or his agents may have recommended to the Owner said equipment, materials, sub-contractor or third party.

### **General**

17.) This contract and any addendum in writing is the complete and final agreement between the parties, and the parties are not bound by any statements, representations or oral expressions by any agent or person purporting to act for or on behalf of either party. This agreement is not binding upon the Contractor unless and until it is accepted by an authorized officer thereof. Copies do not require written acceptance. When pool is plastered and original Owner has complied with all terms of this contract, including payment in full, this contract shall have been completed. Owner agrees and understands his/her responsibility in regards to filling the pool and maintaining the pool from completion date.

## **ARTICLE 6 - WARRANTY**

### **Infinity Pools Warranty**

Infinity Pools LLC, warrants to the original owners, that the pool shell will remain structurally sound for a period of 5 years from the original pool completion date. Structurally sound is defined as maintaining the structural integrity of the concrete pool shell so as to withstand regular and customary loads without cracking or causing water loss. Should it be determined that the shell is not structurally sound, Infinity Pools LLC will, at no cost to the original owner, perform repairs necessary to restore its structural integrity and water holding ability. The term structurally sound therefore does not extend to cover items external to the pool's concrete shell, such as tile, plaster, plumbing, electrical components, filter, heaters, decking, or any other pool accessories.

### **2 Year Underground Warranty**

All underground installations provided by Infinity Pools LLC, including pool plumbing, gas and electrical, are warranted to be free of defects in the workmanship and material for a period of two years to the original owner from the original start-up date.

### **1 Year Protection Warranty**

All workmanship, construction and pool equipment installed by Infinity Pools LLC are covered by the one-year Protection Warranty to the original owner from the original start-up date by Infinity Pools LLC.

### **Materials & Products Manufacturer Warranty**

Materials and product installed, but not constructed by Infinity Pools LLC. Will be warrantied per the manufacturers warranty. Including but not limited to: Slides, Pool Covers, Fire Feature Elements, Hand Rails, Etc. Labor charges for removal and re-installation may apply.

### **Warranty Limitations**

1.) Defects or failures caused by the lack of maintenance, proper care and/or correct water chemistry are not covered by any of the above stated warranties. Service calls placed 1 year after the completion will be subject to a \$75.00 fee. Salt System warranty is prorated. The swimming pool shall be kept full of water at all times except for purposes of repair or maintenance not to exceed two (2) days. The swimming pool shall be used in a normal and reasonable manner. [Plaster pools should not be drained when the outside temperature exceeds 90° Fahrenheit.]

2.) Damages or failures caused by the substitution or addition of equipment or service not expressly authorized, which affect the operation or designed use of the pool, are not covered by any of the above stated warranties.

3.) Discoloration, staining, check cracks, cracks, and imperfections are inherent in pool deck and plaster, and concrete products. Only cracks exceeding in width the thickness of a nickel will be repaired by Contractor at no cost to the original Owner within the limited warranty period. In the event Contractor performs repair work to the pool deck or plaster under the Limited Warranty, it is expressly understood that no Warranty is extended in regard to the repairs matching the existing pool deck or plaster in color, shade, or texture.

4.) Contractor expressly denies any responsibility or liability for incidental or consequential damages arising out of or as a result of the use or ownership of your swimming pool.

5.) Damage resulting from the elements, acts of God, war, civil disturbances, unusual abuse/neglect, incorrect operation or lack of care of the pool equipment, or any other persons or things not within the control of the Contractor is not covered by any of the above stated warranties.

### **Remedies**

- 1.) In the event of a breach or cancellation by the Owner after execution of the contract and prior to excavation (except as provided in the Notice of Cancellation below), Owner agrees to pay liquidated damages in the amount of \$1000.00.
- 2.) In the event of a breach or cancellation by the Owner after excavation, Owner shall be responsible for all job costs and any lost construction profits sustained by the Contractor.
- 3.) In the event that any action or proceeding is brought by the Owner for purposes of determining or enforcing his rights under this contract, and the Contractor prevails in such action or proceeding, Contractor shall be entitled to recover from Owner all costs and expenses incurred by the Contractor in defending such action or proceeding, including, but not limited to, reasonable attorney's fees.
- 4.) In the event the Contractor is required to employ an attorney to enforce collections or any payment required to be made by Owner to Contractor under this contract, Owner agrees to pay Contractor's reasonable attorney's fees even if legal action was either not instituted or not completed to judgment.
- 5.) In the event any payments specified in this contract are not timely paid, Contractor may discontinue work and sit idle until the entire balance of the contract has been paid. Balance owed will accrue interest at a rate equal to the lesser of 1.5 percent per month or the highest rate allowed by law.

**By signing below, I have read and agree to all the terms of this contract.**

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

**Signature:**

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**Date:**

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**Print Name:**

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