

**MUD SLINGERS**

Pool. Spa. Patio. FUN.

5575 Elmwood Ave # D
Indianapolis, IN 46203
317.650.5131
mudslingersinc.com

Mud Slingers Bid Proposal

To: Ashley Oglesby
Walnut Hill HOA
1821 Birch Drive
Plainfield, IN 46168

ashoglesby@gmail.com

Included scope of work: Re-plaster main pool and wading pools inside existing fence to include, power wash existing surface of plaster on pool, tile trim, under cut fittings, clean and wash, bond kote, plaster finish pool with standard white marcite; Replace existing 6"x6" tile at the waterline on main pool and wading pools with new standard 6"x6" tile; Replace existing depth markers and no diving tiles on main and wading pools; Replace any existing 2"x2" accent tiles on the steps of main pool and wading pools ; Replace existing coping on the main pool and wading pools with poured concrete coping; Remove and replace three (3) existing pool lights on main pool with new Hayward LED pool lights; Remove and replace existing pool equipment with new Hayward Commercial equipment package with and to be in accordance with all local, city and state codes; Replace existing plumbing in pool equipment room, replace plumbing lines from pool equipment room to pools; Replace existing returns and skimmers on main pool and wading pools; Install one (1) new skimmer on main pool; Install new dual main drains in compliance with the VGB Act on main pool and wading pools; Remove existing pool deck and install new concrete pool deck in the same existing format with standard concrete; Remove any existing deck drains and replace with new deck drains where required; Water fill and start up on main pool and wading pools.

Excluded scope of work: Fence to be removed by "others". Bond beam repair is not included; additional charges will apply. Structural crack repair is not included, additional charges will apply. No heater for main pool or wading pools. No winter safety cover for main pool or wading pools. No ADA lift chair. No engineered pool drawings. No performance bonding. No concrete work in equipment room. No Backwash hub or pit in pool mechanical room. No connection to sanitary sewer. No Emergency eyewash station. No emergency phone. No safety and maintenance equipment. No connection to onsite utilities including electrical, domestic water supply, and sewer systems. No ventilation of the pool equipment room. No permanent or temporary barriers and fencing. No lighting outside of pools. Draining pools, water must be completely drained. Pool paint or epoxy removal. If the main pool or wading pool is painted, paint must be removed prior to replaster, additional charges apply. Any and all work not specified above under included scope of work.

Approximate start date: September 2023

Approximate finish date: April 2024

Payment schedule

1: Contract Signing 15% deposit (non-refundable)-\$ 42,727.50

2: One week prior to start of work- \$ 75,000.00

3: Demolition complete. Tile and coping complete. Prep for concrete pool deck complete- \$ 69,319.00

4: All plumbing and electrical installed- \$ 69,319.00

#5: Completion of project- \$ 28,484.50

Base bid total: \$ 284,850.00

Alternates: #1- Delamination removal if any will be assessed at the time for additional charges.

Bids are good up to 10 days than pricing is subject to change.

Existing Tile(s): If the owner chooses to replaster only and not replace the existing tile(s), Mud Slingers cannot guarantee the existing tile(s) will not be damaged during the prep and/or replaster installation. Mud Slingers will not be held responsible for the cost and/or replacement of said existing tile(s).

Plaster: Mud Slingers calls attention to the homeowner to the limitations of new plaster applications and patching plaster while contractor shall make every effort to match existing textures and plane. Exact duplication cannot be promised. Mud Slingers will not guarantee uniformity of color. All swimming pool plaster is subject to staining due to local water conditions and improper service performed by owner. Since pool plaster is composed of natural materials which have certain inherent characteristics, a certain amount of shading or color variation is natural occurrence which should not be construed as a defect. Homeowner agrees that the plaster is not guaranteed for evenness of color and may not be the exact shade anticipated. The shade may vary or may fade, the plaster may become streaked, blotchy, or have a mottled appearance over which Mud Slingers has no control. Homeowners understand the crazing (check cracks and hairline cracks) may be more noticeable with colored plaster. Due to atmospheric conditions during the plastering process, light and/or dark streaks (marbled look) may appear in the plaster and may be more pronounced on pending light and water chemistry conditions, and are beyond Mud Slingers control.

All materials are to be specified and all work to be in a workmanlike manner according to ASA, ACI, SGM, ANSI, and ASPS recommended manufacturers specifications. All other standard practices if permitted and by Mud Slingers discretion to follow those guidelines. Mud Slingers reserves the right to complete work per our common practices if these practices do not meet with manufacturer recommended specs. Mud Slingers does not recognize any competitors or third parties' opinions or estimates on any facet of a Mud Slingers project. All deposits are non-refundable to cover restocking construction schedule voids and lost time fees. Mud Slingers reserves the right to post a sign on customer property for construction process. Any alteration of deviation from the specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the proposal. Upon delivery of equipment and materials to the said project location, the customer assumes full liability for said materials and equipment. We assume no responsibility for and shall be held harmless for liability of damage to or interference with sub-surface structures, services, or utilities of which the exact location has not been previously established and made known to us, even in the event of an exact location and not an approx. marking, Mud Slingers still is not held liable for damages. Homeowner must acknowledge that there can be collateral damage during the construction process in the form of damaged yard, trees, shrubs, flowers, sprinkler systems, invisible dog fence, wood decks or fencing etc. If this cannot be avoided to complete the project Mud Slingers is not held responsible for replacement of these items. Furthermore, patio furniture, grills, fences and yard accessories will be moved or covered prior to the construction by the homeowner. Mud Slingers is only responsible for the city "right of way" from right of way to the city street, all other is homeowners' responsibility. Mud Slingers can replace other on a time and material basis to be agreed upon with homeowner. Also, any unordinary excavation conditions such as, boulders, rocks, concrete, sub-surface water or de-watering due to natural springs, rain and acts of god or structural problems will be assessed at time of discovery. An additional charge will be written in an addendum and signed before work will continue. Mud Slingers is not responsible for the pre-existing water drainage issues, downspouts, bubblers, gutters or leach drains. Furthermore, Mud Slingers will not be held responsible for homeowner maintenance of these said items which could affect the drainage of any concrete or trench drains that Mud Slingers installs. This proposal subject to acceptance within 10 days and is void thereafter at the option of the above signed. Work will be kept to a specific schedule set by only Mud Slingers. Any direct contact with Mud Slinger employees or sub-contractors if used regarding any Mud Slingers accounts, vendors, suppliers or past, current or future projects without written consent can be considered detrimental to the project and may void any/all warranties on said project. Any contractors or subcontractors hired by owner to perform any work on a Mud Slingers project without prior written approval by Mud Slingers will void any and all warranties from Mud Slingers. All recordable rain days will delay the schedule by a minimum of 3 working days. This not only pertains to said site but possible other sites that have been scheduled ahead of said site, weather and construction delays cannot be predicted and therefore no compensation, credits or monies can be given for lost time. This does not include any alternates, add-ons, options or change orders which will add on to construction time. Furthermore, sustained freezing or overnight conditions could produce the same delays in projects. Pool season construction officially begins April 15th; however, Mud Slingers could possibly start construction in the month of March. However, all construction during March will not count against standard build time. If this deems a problem, please specify that you do not want to begin prior to April. Mud Slinger will not schedule construction around vacations, birthdays, graduations parties etc. A payment schedule will be established before work has begun. Any payment not made according to the payment schedule will stop the project at that point and the project will be taken off of the schedule until payment is made current. At which point the project may lose its place and be moved to a new place of seniority among other active projects. Any past due payment beyond 30 days will be subject to

liquidated damages amount to be determined by Mud Slingers with-in reason a minimum or 1.5% and will compound daily until satisfied. If any of owed monies to Mud Slingers are not satisfied within the agreed payment schedule, then any and all warranties for all equipment and work become void and Mud Slingers reserves the right not to resume the warranties once monies have been satisfied. **Final payment shall be due upon completion of said work.** For the purpose of trade secrets and construction process confidentiality, Mud Slingers reserves the right to not have any audio or video recording. Mud Slingers reserves the right to pursue all legal means for recovery of monies owed and furthermore, Mud Slingers reserves the right to collect all monies unpaid or past due balances for furnishing any material, labor or machinery for the "alteration or repair" or for furnishing material, labor or machinery for the "original construction" pursuant to Indiana Code, Title 32 – Property, Article 28 – Liens on Real Property. The Indiana Construction/ Mechanics' Lien Statute provides for the ultimate seizure and sale of the property owner's interest in the real estate to recover the unpaid debt, costs and reasonable attorney's fees.