



Schilli Plastering Co.,Inc
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PROPOSAL AGREEMENT

Date: May 5, 2025
 Expires: June 4, 2025
PROJECT TYPE: Remodel Pool

Proposal Submitted To: Golf Club of Wentzville
 1002 Silo Bend Dr.
 Wentzville MO 63385
 314-422-9154 smithgayle@sbcglobal.net

We hereby submit specifications and pricing for:

This Proposal Agreement will include Draining, surface prepping (50% due), and acid washing surface. These preparations steps are necessary to assure the proper bonding of old surface and the new finish.

After the preparation steps have been completed, we will proceed to apply the new finish, which will be applied in two coats. The first coat will be a scratch coat and the second coat will be the finish coat. The second coat will be applied about 3/8" to 5/8" and will be trowel finished.

With the **Pebble Quartz®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Fina®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Tec®** finish, we will return the next day to acid wash prior to filling the pool.

With the **Pebble Crystal®** finish, we will return the next day to polish and acid wash prior to filling.

With the **Pebble Sheen®, Pebble Brilliance®, and Pebble Essence®** finish, we will buff the finish in addition to the acid wash.

Start-up of pool not included, customer to maintain/monitor pool chemical balance for the first 28 days of the curing process.

Your pool/spa will be added to the bottom of the schedule list and completed as soon as possible. The schedule will be followed as close as possible weather permitting.

Thank You.

WE PROPOSE to furnish materials and labor as described above for the sum of:

*Please check box for finish selection *** If undecided on finish, deposit will be based on Pebble Sheen. ****

- Pebble Essence®:** \$ 108,453.63
- Pebble Brilliance®:** \$ 106,898.31
- Pebble Sheen®:** \$ 87,767.88
- Pebble Tec®:** \$ 81,183.69
- Pebble Fina®:** \$ 77,813.83
- Pebble Crystal®:** \$ 73,458.93
- Pebble Quartz®:** \$ 77,606.45
- Undecided** \$ 87,767.88 **** Can make selection at a later date ****

Bid includes marker tile bands on stairs and depth marker tiles.

Recommended Options:

- This is required if doing coping and or tile. **To remove existing tile and haul away debris.....** ADD \$ 1,021.50
- To install new caulk from waterline tile to Cantilever deck.....** ADD \$ 5,703.50
- To install new standard tile.....** ADD \$ 15,833.68

NOTE: If choosing tile and coping only an additional amount will need to be added for prepping, draining and acid washing that is currently figured in the refinish price

PAYMENT TO BE MADE AS FOLLOWS: (SEE CONDITIONS ON REVERSE SIDE)

20% Due upon signing - 60% Due at Starting - 20% Due upon completion

This Proposal Agreement will be withdrawn by us if not accepted by expiration date listed above.

Authorized Signature: *Tim Sanders*

ACCEPTANCE OF PROPOSAL AGREEMENT – The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified herein and as outlined in the Swimming Pool Remodel Packet (enclosed). Payment will be made as outlined above.

All Property Owners Must Sign. Signature: _____

Date of Acceptance: _____ Signature: _____

NOTE: Failure of this contractor to pay those persons supplying materials or services to contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor This result you may ask this contractor for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

CONDITIONS OF PROPOSAL AGREEMENT

Acceptance of this Agreement shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions, in addition to or different from this proposal, are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Schilli Plastering Co., Inc. and/or Sun Pool Services to commence work on the project.

- 1 Schilli Plastering Co., Inc. and/or Sun Pool Services; (hereinafter "Applicator") shall require a credit card number at the time of acceptance of this proposal. A deposit will be charged for 20% of the contract price, with 60% due at start, of project and 20% due upon completion. No provision of this agreement shall serve to void the seller's entitlement to payment for properly performed work on project.
- 2 If Buyer prefers to pay by check, a deposit of 20% of contract price must be received with the signed proposal, with 60% due at start of project and 20% due upon completion. If invoice is not paid in full upon completion a finance charge will be charged, and warranty will be void until paid.
- 3 No provision of this Proposal Agreement shall serve to void the contractor's entitlement to payment for work performed on the project. In the event that Conditions 1 and/or 2 are not met, Contractor is not responsible for commencing or completing the Project.
- 4 All payments that are not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection, including reasonable attorney fees, shall be paid by Buyer.
- 5 Buyer is to prepare all work areas so as to be acceptable for the Contractor under this Proposal Agreement. Buyer will furnish all temporary site facilities including suitable storage space, electrical power and water, at no cost to the Contractor. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

NOTE: 6 Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Proposal Agreement. Contractor shall not be responsible for delays or defaults by and causes of any kind and extend beyond its control, including but not limited to: delays caused by the Buyer, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and Acts of God, including rain delays.

- 7 Work called for herein is to be performed during the Contractor's regular working hours. All work performed outside of such hours shall be charged at rates or amounts agreed upon by both parties at the moment that overtime is approved.
- 8 Project is guaranteed against defects in workmanship for a period of 5 years from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that the Contractor will replace or repair any part of their work which if found to be defective. Contractor will not be responsible for special, incidental, consequential damage to its work by other parties or for improper use of equipment by others. All warranties are null and void if payment is not made, in the full amount, as agreed upon in the Proposal Agreement.
- 9 No "back charges", or claim by the Buyer, regarding work in progress or Contractors failure to meet any requirement of this Proposal Agreement shall not be valid except by a written agreement by the Contractor. In such event, Buyer shall notify the Contractor of such default, in writing, and allow reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 10 The Buyer shall make no demand for liquidated damages due to delays, or other conditions, in any sum in excess of such amount named in the Agreement Proposal and no liquidated damages may be assessed against Contractor for more than the amount paid by the Buyer and caused by Contractor.
- 11 Nothing in this Proposal Agreement shall serve to void Contractor's right to file a Lien or claim on its behalf in the event that payment terms are not met.
- 12 Contractor will provide Certificate of Insurance upon Buyer request.
- 13 Applicator will provide lien waivers upon "payment in full" at the request of Buyer.