

SWIMMING POOL CONSTRUCTION CONTRACT SPECIFICATIONS

(To Be Used With Form 203SW)

CONTRACTOR: _____
(Contractor's Name)

OWNER: _____
(Owner's Name)

PROJECT: _____
(Project Street Address, City, State & Zip)

GENERAL CONSTRUCTION SPECIFICATIONS

Included
Yes No

1. CONTRACTOR to supply structural engineered plans and specifications. _____
2. CONTRACTOR to supply pool layout plans. _____
3. CONTRACTOR to obtain swimming pool construction permits for Owner. _____
4. CONTRACTOR to lay out pool prior to excavation for approval by Owner. Owner to identify property lines and easements and notify CONTRACTOR of same. _____
5. CONTRACTOR to set pool elevation (to owner's approval). _____
6. CONTRACTOR to excavate pool. _____
7. Access wall or fence to be removed by: _____
reinstalled by: _____
8. CONTRACTOR to remove from pool site on day of excavation only:
Stumps _____
Shrubs _____
Concrete _____
Other Debris _____
9. CONTRACTOR to supply quality controlled gunite/concrete structure (Owner to water cure gunite daily for minimum of 7 days and fill pool promptly after plastering and brush plaster). _____
10. CONTRACTOR to install continuous bond beam around skimmer. _____
11. CONTRACTOR to pay for gunite inspection where required by building codes. _____
12. CONTRACTOR to engineer pool structure for expansive soil if required by building department. _____
13. CONTRACTOR to install 6" band of water line tile:
Type _____

HYDRAULIC & FILTERING SPECIFICATIONS

14. Filter model: _____
15. Pump and motor: _____
16. Hair and lint strainer. _____
17. Automatic recessed commercial type skimmer. _____
18. Leaf strainer basket in skimmer. _____
19. Vacuum fitting outlet. _____
20. Diverter for skimmer or main drain flow. _____
21. Anti-siphon valve and auto-fill. _____
22. Hose bib at pump
(for convenience of lowering water of pool). _____
23. P-trap (where required). _____

AUTOMATIC POOL EQUIPMENT & ACCESSORIES

24. CONTRACTOR to provide automatic pool cleaner. _____
25. CONTRACTOR to stub for future pool cleaner. _____
26. CONTRACTOR to install filter backwash valve. _____

SPA SPECIFICATIONS

27. Spa (if applicable)
Size: _____ Height Above Pool: _____ No. of Aerators: _____
Lighting: _____ Type: _____ Amount: _____
Pump: _____ Mfg: _____ Size: _____
Control System: _____ Model: _____
Bench Back: _____ Aerators: _____ Therapy Jets: _____

POOL HEATING, UTILITIES & OTHER FEATURES

Included
Yes No

28. Heater: Mfg: _____ Size: _____
29. Up to _____ feet of gas piping from meter to heater includes heater, permits, gas permits, and draft diverter per code. To be run shortest route. _____
30. CONTRACTOR to install U.L. approved pool lighting:
Type: _____ Amount: _____
31. CONTRACTOR to provide weatherproof time clock for filter and up to _____ feet of electrical hook-up from existing panel to motor, light and clock. Includes all permits and switch for motor and light. Includes GFI. Switches located at equipment. _____
32. Electrical panel change if required. _____
33. Soil reports, Topo Maps, Surveys, Rock Conditions, and Soil Inspections. _____
34. Sanitation & water supply systems, and utilities (overhead and underground) to be rerouted, where required. _____
35. Cleaning tools (18' curved nylon brush, hand leaf skimmer thermometer, 16' pole and test kit). _____
36. Solar "T" at equipment. _____
37. CONTRACTOR to provide initial start-up service and instruction _____ times. _____
38. Plaster: Type: _____ Color: _____
Plaster is not warranted against discoloration, staining or checking. Colored plaster is not of even color or hue and will streak white. This is caused by chemicals in the water (calcium, alkaline). These stains can be removed at owners cost by acid washing but the condition may reoccur.
39. Special steel and gunite detail: _____
40. Pool enclosure per code. _____
41. Pool maintenance. _____
42. Door Alarms. _____
43. Owner grants permission for CONTRACTOR to photograph pool for use in advertising or promotion. _____
44. Maintenance, water, water treatment, and chemicals are not part of the work or improvement. _____
45. _____
46. _____

LIMITED WARRANTY: As more fully set forth on the separate, "PRODUCT WARRANTY, EXCLUSIONS AND LIMITATIONS," and on the detailed Plans provided for the Project, Contractor warrants its work to be free from defects in material and workmanship for a period of one year from the date the pool is plastered. All pool equipment and accessories installed as provided for herein shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor warranty herein. Contractor shall assemble and provide to Owner all such manufacturer's warranties. Where Owner has work performed by others, Contractor does not warrant such work and Contractor shall not be held liable for such work or for loss or damages, if any, which may result therefrom. The foregoing warranties are effective only if Owner has complied with all terms and conditions, payments and other provisions of the CONTRACT. The warranties become void if: the pool is not kept full except for a 1 day maintenance period each year; if the pool structure is damaged by reason of the water table rising above the lowest point of the pool, or by reason of any earth or fill ground movement, ACTS OF GOD, war, riots, or other civil disturbances. Owner acknowledges receipt of the separate "PRODUCT WARRANTY, EXCLUSIONS AND LIMITATIONS," as well as the separate Plans for the Project, and agrees to all of the limitations and exclusions stated therein. Owner further agrees that the failure of Owner to perform its obligations that impact the work, including but not limited to drainage, may void the warranty to the extent that the work is damaged by said failure by Owner.

X _____
(Contractor's Signature)

X _____
(Owner's or Agent's Signature)



PRODUCT WARRANTY, EXCLUSIONS AND LIMITATIONS

LIMITED WARRANTY

Subject to the terms and conditions of the Home Improvement Contract - Swimming Pool, and particularly the Limited Warranty contained in the Swimming Pool Construction Contract Specifications, Contractor warrants the work as follows:

- (a) Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of Contractor's portion of the project, except that the following products, if installed by Contractor shall have the following warranty periods:
 - (1) Plaster: For a period of one year, Contractor warrants, to the original owner, that the Plaster will perform in accordance with trade standards. Contractor shall not be responsible for minor cracking or staining of the plaster surface where such incidents were not caused by a failure of the workmanship of Contractor.
 - (2) Tile (if installed by Contractor ONLY): For a period of one year, Contractor warrants, to the original owner, that any tile installed by Contractor will not fall off due to any defect in Contractor's material or workmanship.

Except as set forth hereinabove, the warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty herein. Contractor shall assemble and provide to Owner all such manufacturer's warranties.

IT IS AGREED AND UNDERSTOOD THAT ANY PRODUCT WARRANTIES ARE SUBJECT TO THE EXPRESS LIMITATIONS OF THE MANUFACTURER.

- (b) If during the applicable warranty period a covered problem arises, Contractor will repair the pool and/or spa, or tile at no additional cost to the original owner provided Contractor is notified of the problem within five (5) days of its discovery; the failure to notify Contractor of a problem with its work shall void any warranties afforded herein and Contractor shall be held harmless for any problems, defect, or warranty where notice was not provided to Contractor.
- (c) LIMITATIONS AND OWNERS/CONTRACTOR'S RESPONSIBILITIES AT TIME OF INSTALLATION:
 - (1) It is Owner's responsibility to shut off the water when the pool is full and to fill the spa immediately afterwards. Do not stop the water until it reaches the middle of the tile line; Owner must thereafter have his or her pool man start-up the pool according to start-up instructions stated herein.
 - (2) This guarantee shall be rendered invalid and void if during the warranty period, the pool and/or spa is drained by any persons other than Contractor or a person under the direct supervision of Contractor.
 - (3) This guarantee does not cover existing structural problems, soil problems, subsidence, ground movement (including earthquake), acts of war or civil unrest, or any problems that occur from an act of nature.
 - (4) Contractor is not responsible for tiles falling off or coming loose during the undercut procedure, due to poor installation by persons other than Contractor, or from wear and tear.
 - (5) Plaster is composed of natural materials which have certain inherent characteristics. A certain amount of shading or color variation is a natural occurrence which should not be construed as a defect. Cracking (check marks and hairline cracks) are common in pool plaster and may be more pronounced in colored plaster. Due to atmospheric conditions (humidity, temperature, etc.), dark and/or light streaks may appear in the plaster and may be more pronounced on a cloudy day or at night with the pool light on. These conditions are beyond the control of Contractor.
- (d) All warranties are void unless all payments are made to Contractor.
- (e) Contractor shall not be held responsible for any settling, cracking, raising or checking of any deck surfaces or the pool shell, or for problems caused by any soil conditions, including but not limited to expansive soil problems, and shall not be responsible for any damage caused partially or in any proportion by earthquake, flooding, or the failure of Owner to maintain the pool or deck surfaces, or adjacent surfaces and landscaping.

_____ (Contracting Party)	X _____ (Signature)	_____ (Date)
_____ (Contracting Party)	X _____ (Signature)	_____ (Date)

