

## AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 23rd day of October 2020, by and between LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., of 1141 NW 85th Avenue, Plantation, FL 33322 ("Association"), and GRANINO'S POOL SERVICE, INC., of 3630 NW 118<sup>th</sup> Avenue, Coral Springs, FL 33065, ("Contractor").

WHEREAS, the Association desires to engage the services of the Contractor to install a new Pool Pilot Professional 8-cell complete salt system in the main clubhouse pool, install five LED white Pentair complete light fixtures in the main clubhouse pool, replaster the main clubhouse pool, sandblast the existing main clubhouse pool coping and apply two coats of color and retile the in the main clubhouse pool, all as further specified in and in strict conformance with the Contract Documents (hereinafter defined). The "Contract Documents" shall mean and consist of: (i) the Contractor's Proposals dated September 20, 2020 and consisting of 6 pages and attached hereto and incorporated herein as Exhibit "A" (collectively, the "Contractor's Proposals"), and (ii) the engineering drawing prepared by Aquatic Consulting Engineers, Inc., a Florida corporation (the "Drawing") attached hereto and incorporated herein as Exhibit "B";

WHEREAS, the Contractor has performed some of the Work (as defined below) prior to the date of signing this Agreement, but each of the Contractor and the Association agree that such Work and the performance of such Work is governed by the terms of this Agreement.

WHEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. SCOPE OF WORK. All such work set forth in this Agreement and the Contract Documents is sometimes referred to in this Agreement as the "Work." The Contractor further agrees:

1.1 Association will occupy the premises during the entire period of the performance of the Work. The Association will cooperate with Contractor with regard to protecting the Association's property and unit owner property.

1.2 Contractor shall at all times conduct its operations as to ensure the least inconvenience to the Association and its unit owners.

1.3 Contractor shall verify that all surfaces and site conditions are ready to receive the Work, and that such Work is in strict conformance with all applicable laws and rules promulgated by all applicable governmental agencies.

1.4 Contractor shall protect adjacent surfaces and landscape (including sod and shrubbery) against damage from performance of the Work. During the term hereof, the Contractor shall store all debris in approved containers, removing it from the property and securing it on site at the end of each day. Contractor shall dispose of all debris in a proper and safe manner at the end of each day's work.

1.5 Contractor shall coordinate with the Association the schedule for construction in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment) from damage resulting from construction procedures. Contractor is responsible for all material damage to property.

1.6 Contractor shall take all available means to not cause any damage to underground utilities and/or underground irrigation systems or any other underground improvements owned by the Association or third parties. Contractor shall register with "Sunshine State One Call of Florida, Inc. a/k/a no cuts to mark the property for underground utilities prior to the commencement of any Work.

1.7 The Contractor shall perform the Work to comply with all manufacturer's specifications and good industry practices and/or industry standards. Any deviation must be authorized in advance by the materials manufacturer and Association in writing. Contractor shall notify and coordinate with the manufacturer in a timely manner in order for the relevant manufacturer to conduct their required inspections, if any.

1.8 Defective Work, regardless of cause, must be removed and replaced by Contractor, and Contractor shall take such corrective action or perform corrective procedures as necessary to correct such defects, at Contractor's sole cost and expense. If, in the opinion of the relevant building department, Aquatic Consulting Engineers, Inc., or the material manufacturer, the corrective procedures are not appropriate, the installation in question must be removed and replaced in an acceptable manner, at Contractor's sole cost and expense.

1.9 Contractor shall give all notices and comply with all local ordinances, requirements of City and County building codes and Federal and State authorities applicable to the Work, local sanitary laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Agreement, without any extra charge, and provide any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations.

1.10 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an entity acceptable to the Association or with the appropriate public authority and the Association shall bear all related costs of tests, inspections and approvals.

2. COST TO THE ASSOCIATION. The cost is to be the Association for the Work shall be an amount equal to One Hundred Twenty Six Thousand Six Hundred Forty (\$126,640) Dollars (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. Said Contract Sum shall include all transportation, equipment, supplies, labor and materials, sales and use taxes, and all applicable licensing and permits of whatever nature, which shall be paid by the Contractor. The terms and payments shall be in accordance with Paragraph 3 below. Any changes that

are made by altering, adding to, or deducting from the scope of the work shall adjust the Contract Sum only by, by mutual written consent of the Parties.

3. TERMS OF PAYMENT. The Contractor confirms and agrees that the Association has already paid the Contractor Nineteen Thousand Two Hundred (\$19,200) Dollars. The remainder of the Contract Sum shall be paid to Contractor pursuant to the payment schedule as set forth in the Contractor's Proposals. Provided, however that in all instances in the Contractor's Proposals that state "25% on Inspection" shall be deleted in their entirety and replaced with the following "the final 25% to be paid upon the Contractor's completion of all Work contemplated under the Contract Documents, the final approval of the Association, and the issuance of any appropriate approvals by the applicable governing authorities (as applicable)."

4. ADDITIONAL TERMS. The Work includes all permits, transportation, storage, equipment, supplies, labor, materials and installation. Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the Work, without any extra charge, any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Agreement, and will furnish evidence, when required by the Association, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with its work. There shall be no sub-contractor(s) employed by Contractor to perform any portion of the Work under this Agreement for the Association. The Contractor shall commence the Work upon the procurement of necessary permits from the City of Plantation and/or the Broward County, and once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Agreement. Failure of Contractor to timely complete the Work, and/or to satisfy the terms and conditions of this Agreement shall be deemed a material default.

5. SUPERVISION. Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Agreement. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to all other real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and operation from damage or theft until formally accepted by Association. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable. The Contractor, once having started the Work, will continuously and expeditiously proceed with its vigorous prosecution until completion.

6. INDEMNIFICATION/HOLD HARMLESS. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall

provide all reasonable protection to prevent damage, injury or loss to: (i) all employees performing the Work and other persons who may be affected thereby; (ii) all the Work and all materials and equipment to be incorporated therein; and (iii) other property at the work site or adjacent thereto. Contractor shall post all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. To the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons; (b) alleged or actual damage to any property; (c) breaches of the Contract Documents by Contractor; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the Work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the Work, the work site, payments due Contractor or any portion of the work site); (e) any and all agreements and contracts between Contractor and any third party concerning the Work; or (f) bringing any hazardous materials or hazardous substances classified and/or regulated as such under any of the applicable local, state or federal environmental laws onto the work site or incorporating same into the Work.

Such indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This Contract shall not be construed to indemnify any party against that party's own gross negligence or willful, wanton or intentional misconduct. To the extent Contractor's indemnification obligation hereunder requires Contractor to indemnify any party against any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost caused, in whole or in part, by such party's act, omission or default, such indemnification obligation shall not exceed the combined sum of the Contract Sum and three (3) times the limits of the Contractor's Commercial General Liability insurance required under this Contract, which combined sum Contractor and Association hereby acknowledge bears a reasonable commercial relationship to this Contract. Contractor and Association further acknowledge that this agreement of indemnification shall be deemed part of the Work and the Contract Documents. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to his other

obligations under this Contract. This provision shall survive the termination or expiration of this Contract.

7. INSURANCE. The Contractor agrees to furnish Workman's Compensation and Liability Insurance with limits of at least Five Hundred Thousand and 00/00 (\$500,000.00) Dollars for each occurrence, and liability and property damage of at least an aggregate of One Million and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to name the Association as additional insured and cause to have all additional endorsements to Contractor's policy issued reflecting same. The Contractor agrees to supply the Association with evidence of insurance policies in full force and effect during the entire course of Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under this Agreement during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "C" attached hereto. The Contractor acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

8. WARRANTIES. Contractor warrants to Association that all materials and equipment incorporated in the Work will be new, and that all Work and the pool will be of good quality, free from faults and defects, leaks, flaws and deficiencies. Any and all components of the Work not conforming to these standards shall be considered defective. Further, Contractor expressly and unconditionally warrants and guarantees all labor and materials and materials provided to be fit for the purposes intended, including, but not limited to, any failure for a period of (i) five (5) years for all plaster work, (ii) five (5) years for all tile work; (iii) two (2) years for all pump room work (including, without limitation, electrical and power supply); (iv) two (2) years on power supply to salt filtration system; (v) one year on the salt filtration system salt cells; and (vi) one (1) year on all other work (collectively, the "Warranty Period") (not to be prorated from date of final acceptance of the Work performed herein). Contractor hereby agrees that during the Warranty Period, any flaws or deficiencies in any component of the Work or materials incorporated into the Work shall be corrected, replaced, and/or restored (as the case may be) to first class working order at no cost or expense to the Association, normal wear and tear excluded. Contractor further warrants that it will comply with all manufacturer's specifications and requirements, and shall assign all manufacturer's warranties to Association, if any, immediately upon completion of the Work.

9. LIENS. The Contractor will save and keep the Work and Association's property free from all mechanic's liens and all other liens by reason of the Work or any materials for other things used by him therein. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Agreement, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor and which are at any time in the possession of the Association.

10. ASSIGNMENT AND SUB-CONTRACTOR. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-Contractor without the written consent of the Association.

11. ATTORNEYS FEES. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

12. TERMINATION BY ASSOCIATION FOR CAUSE/DEFAULT. The parties hereby agree that neither party shall be in default of any of the obligations or performance under the terms of this Agreement until the continuance of such default for ten (10) days after either party has given notice to the other party specifying the nature of the default, and if said default shall be of the nature that it cannot be reasonably cured or remedied within said ten (10) day period, same shall not be deemed an event of default if the defaulting party shall have commenced, in good faith, the curing or remedying of such default within such ten (10) day period and thereafter continuously and diligently proceeds therewith to completion. Upon the default of either party of the terms and obligations contained in this Agreement, after the above applicable cure period, then either party retains all rights of law or equity to enforce the terms of this Agreement.

13. TERMINATION. The Association shall have the right to terminate the services of Contractor, with or without cause, for any reason, at any time upon thirty (30) days written notice.

14. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Agreement shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be changed, modified or amended only by a written agreement signed by the parties. This Agreement supersedes any prior agreements entered into between the parties relating to the subject matter of this Agreement. In the event of a conflict of an obligation contained herein with any term or condition set forth in the Contractor's Proposals, the terms of this Contract shall supersede and control over any terms set forth in the Contractor's Proposal's and in any related Exhibits attached thereto. The parties expressly agree to waive any requirement to comply with Chapter 558, Florida Statutes.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

Signed, sealed and delivered  
in the presence of:

**ASSOCIATION:**

LAUDERDALE WEST COMMUNITY  
ASSOCIATION NO. 1, INC.

By: Jennie Lipari  
Jennie Lipari, President

**CONTRACTOR:**

GRANINO'S POOL SERVICE, INC.

By: Joseph Granino  
Joseph Granino, President

**EXHIBIT "A"**  
**CONTRACTOR'S PROPOSALS**

**Granino's**  
Pool and Patio  
Service  
954-752-3085 Office  
954-605-6874 Cell



**CERTIFIED POOL, SPA OPERATOR**

CC885-4201-PM-X  
State: RP252555298  
3630 N.W. 118th Avenue  
Coral Springs, FL 33065  
Email: jgranino@hotmail.com

**Proposal**

Page No. 1 of 4 pages

PROPOSAL SUBMITTED TO <b>LAUDERDALE WEST ASSOC.</b>	PHONE <b>1-551-206-9613</b>	DATE <b>9-30-2020</b>
STREET <b>1141 N.W. 85<sup>th</sup> AVE</b>	JOB NAME <b>WESTONE LAUDERDALE WEST</b>	
CITY, STATE AND ZIP CODE <b>PLANTATION, FLORIDA 33323</b>	JOB LOCATION <b>1141 N.W. 85<sup>th</sup> AVE</b>	
ARCHITECT <b>WOODER ENGINEERING</b>	DATE OF PLANS <b>9-20-2020</b>	JOB PHONE <b>SAME</b>

We hereby propose to furnish materials and labor for the completion of

**\* Install New Pool Pilot Professional  
8-CELL Complete Salt System \***

**Plug ALL Pool Returns - OR DRAIN DOWN POOL  
Below Pool Returns**

**CUT "6" INCH POOL RETURN LINE AND INSTALL 8 CELL  
MANIFOLD WITH TRI-SENSOR**

**Install Two Power Supply Control Boxes  
(Control Center)  
CONNECT ALL WIRE HARNESS TO CONTROL  
BOARD AND ALL SENSOR CORDS**

**THIS PRICE DOES  
NOT INCLUDE  
ANY ELECTRICAL  
WORK NEEDED  
TO PASS ALL  
INSPECTIONS**

**ADD 800 LBS OF POOL SALT AND START  
UP SYSTEM TO PROGRAM**

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Twenty Eight Thousand Four Hundred**      **\$28,400.00**

Payment to be made as follows:  
**\$14,200.00 - 50% on start / 25% on Install  
25% on Inspection**

All material is guaranteed to be as specified. All work to be completed in a satisfactory and effective manner according to specifications submitted, and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workmen's Compensation Insurance.

Accepted Signature: \_\_\_\_\_  
Date: the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Date of Acceptance:  \_\_\_\_\_  
Signature:  \_\_\_\_\_



**Granino's**  
Pool and Patio  
Service  
954-752-3085 Office  
954-605-6874 Cell



CERTIFIED POOL, SPA OPERATOR

CC885-4201-PM-X  
State: RP252555298  
3630 N.W. 118th Avenue  
Coral Springs, FL 33065  
Email: jgranino@hotmail.com

## Proposal

Page No. 1 of 5 Pages

PROPOSAL SUBMITTED TO <b>LAUDERDALE WEST Assoc</b>	PHONE <b>954-473-8219</b>	DATE <b>9-20-2020</b>
STREET <b>1141 N.W. 85<sup>th</sup> AVE</b>	JOB NAME <b>WESTONE LAUDERDALE WEST</b>	
CITY, STATE AND ZIP CODE <b>Plantation FL 33324</b>	JOB LOCATION <b>1141 N.W. 85<sup>th</sup> AVE</b>	
ARCHITECT <b>N/A</b>	DATE OF MEAS <b>9-20-2020</b>	JOB PHONE <b>SAME</b>

We hereby propose to furnish material and labor necessary for the completion of

**\* Install 5 LED White Pentair \***  
**\* Complete Light Fixtures \***

REMOVE OLD Existing Screw Back Pool fixtures  
Pull new 100ft LED Complete Light fixtures TO  
JUNCTION BOXES

New Lights Will Be Left At  
JUNCTION BOXES ONLY \*

\* ~~988.00~~ per fixture DOES NOT INCLUDE  
ANY ELECTRICAL WORK NEEDED  
PRICE DOES NOT INCLUDE CUT OPEN  
DATION IF NEEDED  
Price only includes Light fixture

WESTONE:  
\* 5" Lights  
= INSTALLED  
TO JUNCTION  
# 988 per Light

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Five Thousand Nine Hundred Forty Dollar **4,940.00**

Payment to be made as follows:

TO BE PAID IN FULL ON INSTALL  
# 988.00 X 5 Complete fixtures

All material is guaranteed to be as specified. All work to be completed in a satisfactory manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be quoted only upon written orders, and will become an extra charge over and above the estimate. All equipment contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, bonded and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Author  
Signature

Now, this proposal may be withdrawn if not accepted within **60** days.

ACCEPTANCE OF PROPOSAL The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made at customer's check.

Signature **(X)**

Signature **(X)**

Date of Acceptance **(X)**

**Granino's**  
Pool and Patio  
Service  
954-752-3085 Office  
954-605-6874 Cell



CERTIFIED POOL, SPA OPERATOR

①  
CC185-4201-PM-X  
State: RP25255298  
3630 N.W. 118th Avenue  
Coral Springs, FL 33065  
Email: jgranino@hotmail.com

**Proposal**

Page No. 1 of 2 Pages

PROPOSAL SUBMITTED TO <b>LAUDERDALE West Assoc</b>	PHONE <b>954-473-8219</b>	DATE <b>9-20-2020</b>
STREET <b>1141 N.W. 85<sup>th</sup> AVE</b>	JOB NAME <b>LAUDERDALE WEST MAIN POOL</b>	
CITY, STATE AND ZIP CODE <b>Plantation Florida 33324</b>	JOB LOCATION <b>1141 N.W. 85<sup>th</sup> Sunrise Fl.</b>	
ARCHITECT <b>Permitted City, Inc</b>	DATE OF PLANS <b>9-20-2020</b>	JOB PHONE <b>office</b>

**(Replaster) West side main pool**

DRAIN Pool Chip ALL LOSE Existing Plaster out of Pool  
CUT AROUND ALL Pool Lights - Pool Returns - MAIN DRAIN  
REMOVE ALL LOSE Existing Pool Plaster INSIDE Pool gutter  
Water proof AROUND ALL Pool Lights - Pool Returns - main drain  
BONDICOT (SGM) Entire pool surface  
Extend Pool Return's pipes level TO WALLS IN Pool  
Install Two Coats of SGM pool plaster  
Install New 18x18 New MAIN DRAIN frame / grate  
Install All New Pool Return fitting  
Install All New Pool Light Rings, OUTSIDE LIGHTS  
AND WASH ENTIRE NEW PLASTER TO EXPOSE COLOR  
Importance SEE page 2 SEE page 2

① All permits  
TIES  
INCLUDED  
City/County

**(Price Includes 90 DAYS of service)**

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Forty Six Thousand Eight Hundred Dollars** <sup>00</sup> **46,800.00**

50% ON STARTING - 25% ON INSTALL  
25% ON INSPECTION

All material is guaranteed to be as specified, AND work to be completed in a professional workmanlike manner according to specifications mentioned, per standard practice. Any alteration or deviation from above specifications involving extra costs will be included only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance.

Accepted Signature:  \_\_\_\_\_ Date: This proposal is in full force if accepted within **(45)** days.

ACCEPTANCE OF PROPOSAL The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance:  \_\_\_\_\_ Signature:  \_\_\_\_\_

CC#85-4201-PM-X  
State: RP252555298  
Business Address  
3630 NW 118th Ave.  
Building 16  
Coral Springs, FL 33065



Mail Address  
PO Box 9074  
Coral Springs, FL 33065  
Fx 1-561-791-8335  
Cell 954-605-8874  
Email: jgranino@hotmail.com

9-20-2020



To the LAUDERDALE WEST Board  
of Directors

NOW THE UGLY PART!

IF POOL HAS MORE THAN THREE  
LAYER'S OF POOL PLASTER  
IN IT. CANNOT PLASTER  
OVER THAT

IT ALL MUST COME OUT  
8-10 MEN JACK HAMMERING  
TWO-WEEK'S

ADDITIONAL  
FREE  
COST

AND Haul OUT

# 28,043.75

+ \$5.00 PER sq ft

50% ON START / 50% ON REMOVAL

Your Hometown Full Service Pool Company  
Licensed And Insured

**Granino's**  
Pool and Patio  
Service  
954-752-3085 Office  
954-605-6874 Cell



CERTIFIED POOL, SPA OPERATOR

CC#85-4201-PM-X  
State: RP25255298  
3630 N.W. 118th Avenue  
Coral Springs, FL 33065  
Email: jgranino@hotmail.com

## Proposal

Page No. 1 of 3 Pages

PROPOSAL SUBMITTED TO <b>LAUDERDALE WEST ASSOC</b>	PHONE <b>954-473-8219</b>	DATE <b>9-20-2020</b>
STREET <b>1141 N.W. 85<sup>th</sup> AVE</b>	JOB NAME <b>(LAUDERDALE WEST)</b>	
CITY, STATE AND ZIP CODE <b>Plantation FL 33324</b>	JOB LOCATION <b>1141 N.W. 85<sup>th</sup> AVE</b>	
ARCHITECT <b>NO-Permits</b>	DATE OF PLANS <b>9-20-2020</b>	JOB PHONE <b>SAME</b>

We hereby propose to furnish materials and labor necessary for the completion of

**SANDBLASTING Pool Coping \***  
**\* STAIN TWO COATS OF COLOR**

**SANDBLAST ENTIRE Pool Coping (INSIDE-OUTSIDE)**  
**PRESSURE CLEAN ENTIRE Coping (INSIDE-OUTSIDE)**  
**LET-DRY TWO-DAYS**  
**STAIN WITH WATER BASE Sherwin Williams Deck STAIN**  
**Apply TWO-COATS OF COLOR**

**NON-SKID  
STAIN WILL  
BE ADDED  
TO COLOR**


**(This is the LAST COLOR  
Treatment Before opening pool)**

**WE PROPOSE** hereby to furnish material and labor to complete in accordance with above specifications, for the sum of:

**Seven Thousand Eight Hundred** **\$ 7,800.<sup>00</sup>**

Payment to be made as follows:  
**TO BE PAID IN FULL ON COMPLETION  
OF Coping Work**

All material to be furnished to be as specified. All work to be completed in a professional workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be indicated only upon written request, and will become an extra charge over and above the estimate. All agreements contingent upon written conditions or orders beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature:   
Date the proposal was withdrawn by us if not accepted within: **60** days

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as indicated. Payment will be made as outlined above.

Site of location:  \_\_\_\_\_  
Signature:  \_\_\_\_\_  
Signature:  \_\_\_\_\_

**Granino's**  
Pool and Patio  
Service  
954-752-3085 Office  
954-605-6874 Cell



(CERTIFIED POOL, SPA OPERATOR)

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State: RP252555298  
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Coral Springs, FL 33065  
Email: jgranino@hotmail.com

## Proposal

Page No. 1 of 4 Pages

PROPOSAL SUBMITTED TO <b>LAUDERDALE WEST ASSOC</b>	PHONE <b>- 551-206-9613</b>	DATE <b>9-20-2020</b>
STREET <b>1141 N.W. 85<sup>th</sup> AVE</b>	JOB NAME <b>(LAUDERDALE) WESTONE POOL</b>	
CITY, STATE AND ZIP CODE <b>Plantation, FL 33324</b>	JOB LOCATION <b>1141 N.W. 85<sup>th</sup> AVE</b>	
ARCHITECT <b>Hoener Engineering</b>	DATE OF PLANS <b>3-10-2020</b>	JOB PHONE <b>SAME</b>

We hereby propose to furnish materials and labor for the completion of

### (RE-TILE) WEST ONE MAIN POOL

Drain Pool and Remove UNDERDECK plug (might need pump)  
REMOVE FIRST LAYER OF POOL TILE AROUND ENTIRE POOL  
SAND BLAST ENTIRE TILE BASE OF SKY BLUE TILE REMOVAL, WILL  
PONDICAT ENTIRE TILE BASE THAT WAS SANDBLASTED  
BROWN COAT TO LEVEL ENTIRE AREA TO BE TILE  
Install 6x6 BACKSLIP IN. Install 2x6 MIDCAP. Install 6x6 WATERLINE  
GROUT ENTIRE POOL TILE WITH SAND (5 gm polymer)  
Install 2x6 NO-SKID TILE ON ALL STEPS  
Install Tile Depth MARKERS INSIDE-CURTAIN  
Install NO-SKID BEAK LINE ON FLOOR OF POOL

ALL Permits  
FEES INCLUDED  
City/County

(All TILE Being Install Will BE  
TO CODE City/County APPROVED)  
(All ACCESS TO POOL AREA LOCKED-UP)

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

**Thirty Eight Thousand Seven Hundred** <sup>\$</sup>**38,700<sup>00</sup>**

Payment to be made as follows:  
**50% ON Start - 25% ON Install**  
**25% ON Inspection**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications attached, per standard practices. Any alteration or deviation from above specifications involving extra costs will be deducted every upon written report, and will become an extra charge over and above the estimate. All agreements to change terms, conditions or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

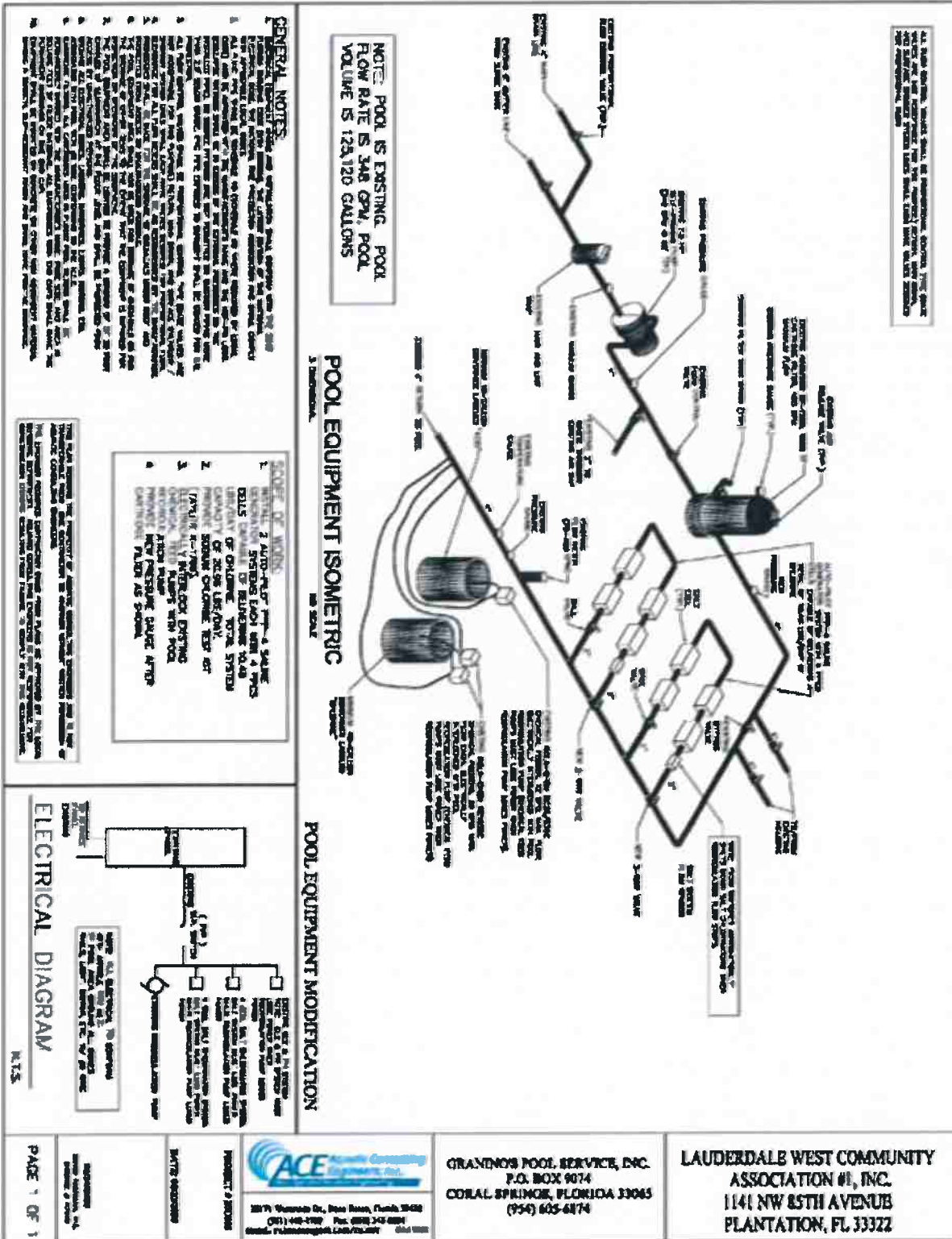
Authorised  
Signature: \_\_\_\_\_  
Date: This proposal is to  
expire by **60** days

ACCEPTANCE OF PROPOSAL: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Date of Acceptance:

Signature:  \_\_\_\_\_  
Signature:  \_\_\_\_\_

EXHIBIT "B"  
DRAWING



**EXHIBIT C"**  
**CONTRACTOR'S INSURANCE & LICENSE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> MSA Service Center	
Insurance by Ken Brown Svc Ctr		<b>PHONE (A/C No. Excl):</b> (800) 884-0421	<b>FAX (A/C No.):</b> (866) 332-4776
MSA Service Center		<b>E-MAIL ADDRESS:</b> servicecenter@msagroup.com	
PO Box 2006		<b>INSURER(S) AFFORDING COVERAGE</b>	
Keene NH 03431		<b>INSURER A:</b> Main Street America Protection	<b>NAIC #</b> 13026
<b>INSURED</b>		<b>INSURER B:</b>	
Granino's Pool Service Inc		<b>INSURER C:</b>	
PO Box 9074		<b>INSURER D:</b>	
Coral Springs FL 33075-9074		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 20/21 Master      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		MPT3517R	03/15/2020	03/15/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>					\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Lauderdale West Assoc. 1141 NW 85th Ave  Plantation FL 33324	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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Ron DeSantis, Governor

Halsey Beahners, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SWIMMING POOL/SPA SERVICING CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)



**GRANINO, JOSEPH**

GRANINO'S POOL SERVICE, INC  
3640 N W 118TH AVE BAY 23  
CORAL SPRINGS FL 33075

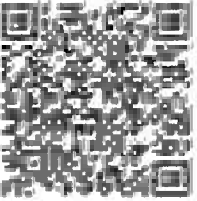
LICENSE NUMBER: RP252555298

EXPIRATION DATE: AUGUST 31, 2021

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



SWIMMING POOL MAINTENANCE AND REPAIR

85-4201-PM-X  
GRANINO, JOSEPH W. - QUALIFYING  
GRANINO'S POOL SERVICE, INC.  
15203 82nd ST  
LOXAHATCHEE FL 33470  
EXPIRES 08/31/2022



**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

GRANINO, JOSEPH W.  
15203 82 ST N  
LOXAHATCHEE FL 33470

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

SWIMMING POOL MAINTENANCE AND REPAIR  
CC# 85-4201-PM-X  
GRANINO, JOSEPH W. - QUALIFYING  
GRANINO'S POOL SERVICE, INC.  
15203 82nd ST  
LOXAHATCHEE FL 33470

EXPIRES 08/31/2022