

September 20, 2021

City of Waukesha Swimming Pool

RenoSys PVC Membrane Installation Proposal

Install the liner in the existing pool employing the RenoSys PVC membrane system, including the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of the pool with sanitizing agent. Apply RenoFelt adhesive required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Termination to be at top of pool wall (below gutter).
- All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, finish work to make a complete watertight installation.
- Clean site suitable for pool filling and perform final inspection.
- Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)

| | |
|---|--------------------|
| PVC Membrane for Main Pool | \$79,400.00 |
| Stainless Steel Skirt (Optional) | \$30,510.00 |

Price is valid for 30 days. Includes minimal surface preparation (8 man hours). Proposal is based on dimensions submitted. **Stainless steel skirt line item includes a pressure test. If the gutter does not hold pressure any repairs will be handled as a time and material change order. The hourly rate for repairs is \$290 per manhour. Dumpster is to be furnished by others at no charge to RenoSys Corporation.** All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknown or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy and approval by the purchaser/owner. No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, prevailing or Davis-Bacon wages, or additional fees are included in this estimate.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For **A.R.S. Inc.**

For **City of Waukesha, WI**

_____ Date _____
Steve Comstock/President

_____ Date _____

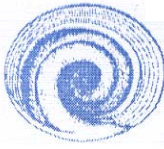
Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

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Agreement for Installation of a RenoSys PVC Membrane System

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "**Purchaser**" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the takeoff and listing of services as possible. Verification shall be the responsibility of the purchaser during the submittal approval process.
- 3) Payment terms for the contracted work will be paid as follows: Progress
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed and accepted to date. Utilization of the pool constitutes final completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason.
- 6) Labor will be performed and invoiced by Aquatic Renovation Systems, Inc.
- 7) Material will be furnished, shipped and invoiced by Poolequip LLC.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the pool membrane to fail from such damage. When applicable; existing pool piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility of the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming pool water; nor will RenoSys Corporation absorb such cost for any reason.
- 17) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.

Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed

Primary pool lining membrane shall be a flexible 60 mil single ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, sub-straights or pool chemicals.

Geo-textile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor. Depending on field conditions the use of a factory applied of equivalent quality Felt-back membrane product will be utilized.

Provide as required PVC coated RenoSys Steel to make for a satisfactory installation. Sanitizing agents to be applied as required onto the pool sub-straights to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric to the pool and the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of ten years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean up and training of the owner's representative in repair patch techniques.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around pool penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and State pool codes.

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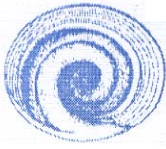
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In no event will RenoSys Corporation or ARS be held liable for any consequential or other damages whatsoever unless agreed upon in writing. There will be no warranties, or guarantees expressed or implied, given by ARS or it's agents except those provided herein. There will be no warranties, written or implied, for repairing any existing stainless steel gutter systems.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, climbing walls, handrails, water features, equipment, furnishings, pool covers, etc...

The use of the pool by the owner, or those authorized to use the pool by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the pool subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

RenoSys Installation Statement Letter

This statement letter is part of an ARS Quotation for RenoSys pool systems installation and, as such, must be initialed and returned with the executed contract, as well as any required down payments. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of pools.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of pools.
- 4.) Clear and reasonable access to the pool.
- 5.) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have the opportunity to work, at no additional cost to ARS, between the hours of 8am to 8pm seven (7) days a week; as we deem necessary.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon prior to work commencement. Please refrain from initiating changes or modifications, or "improvements" with field crewmembers. Owners shall appoint no more than two individuals who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise, be easily available, and address all pertinent aspects of the project.

Regarding surface preparation; the RenoSys membrane is a reflective material, and any depressions, pits, cracks, or voids may show through the surface. This is not necessarily bad as most such imperfections are only visible when the pool is empty.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.

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Initial _____

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Innovation 2 Manufacturing
755 Oak Hill Road
Mountain Top, PA 18707

September 29, 2021

City of Waukesha Parks, Recreation and Forestry
Ryan Fisk
1900 Aviation Drive
Waukesha, WI 53188

Re: RenoSys Corporation

Dear Mr. Fisk,

This letter is to confirm that RenoSys has "Sole Source" responsibility for project sales, bidding and installation of i2M 60 Mil PVC pool membrane throughout the United States.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alexandra Grover', with a long horizontal flourish extending to the right.

Alexandra Grover
President