

**Mayor  
Jerry Willis**

**CITY CLERK/TREASURER  
Tiffany Robinson**



**CITY COUNCIL**

Kevin Robbins  
Cheryl Tucker  
Lynnes S. Justiss  
Steve Gantt  
Joe Brown

**City of Wetumpka**

**AGENDA**

**Council Meeting**

**Tuesday, January 16, 2024  
City Admin Building, 408 S. Main St.  
Noon**

**WORK SESSION**

**Citizens' Comments (Ord. 2016-8)**

**Reports of:**

- Boards & Committee
- Agenda Items

**COUNCIL MEETING**

- Call to Order Mayor Willis
- Invocation
- Pledge of Allegiance
- Roll Call
- Approval of Minutes-Council Meeting held January 2, 2024.

**Old Business**

1. Approve quotes on fencing and pickleball courts for Crommelin Park. (C. Brown)(second)
2. Approval to purchase life safety rope for the Fire Department. (G. Willis)(second)

**New Business**

3. Re-appoint Theresa Crum to the Library Board.
4. Approve flooring for Hohenberg in restrooms and concessions. (C. Brown)(suspend)

**Announcements & Adjourn**

*"City of Natural Beauty"*

**P.O. Box 1180 • Wetumpka, Alabama 36092 • (334) 567-5147 • Fax (334) 567-1307**

**Council Meeting**  
**Tuesday, January 2, 2024**  
**City Admin Building, 408 S. Main St**  
**Noon**

The meeting was called to order by Mayor Jerry Willis at noon. Councilmember Gantt led the invocation and Councilmember Robbins led the Pledge of Allegiance.

Upon a Roll Call the following were present: Mayor Jerry Willis and Councilmembers Kevin Robbins, Cheryl Tucker, Lynnes Justiss, Steve Gantt, and Joe Brown were in attendance. Also, present were City Clerk Tiffany Robinson and other staff members.

Councilmember Brown offered a motion to approve the minutes of the Council Meeting held on December 18, 2023 as presented. The motion was seconded by Councilmember Robbins with the Council voting unanimously in favor of the motion.

Under old business, Councilmember Gantt made a motion to support Overlook Park being constructed by Main Street Wetumpka at the end of Hill Street not to exceed \$35,000. Councilmember Brown seconded the motion with the Council voting unanimously in favor.

Under old business, Councilmember Robbins made a motion to approve winter plantings at a cost of \$10,611. Councilmember Tucker seconded the motion with the Council voting unanimously in favor of the motion.

Under old business, Councilmember Robbins made a motion to approve the purchase of (2) police package Dodge Chargers. Councilmember Brown seconded the motion with the Council voting unanimously in favor of the motion.

Councilmember Tucker made a motion to approve the purchase of maintenance equipment for Hohenberg. Councilmember Justiss seconded the motion with the Council voting unanimously in favor of the motion.

Councilmember Gantt made a motion to approve the purchase of concession stand equipment for Hohenberg. Councilmember Tucker seconded the motion with the Council voting unanimously in favor of the motion.

Councilmember Tucker made a motion to grant permission to receive updated quotes on fencing and pickleball courts for Crommelin Park. Councilmember Brown seconded the motion with the Council voting unanimously in favor.

Councilmember Justiss made a motion to grant permission for the Order of Cimarron to host Mardi Gras Festival and Parade on February 10, 2024 in Gold Star Park.

Councilmember Brown seconded the motion with the Council voting unanimously in favor.

Councilmember Robbins made a motion to add life safety rope for the Fire Department to the agenda. Councilmember Tucker seconded the motion with the roll call as follows;

Councilmember Robbins	Yes
Councilmember Tucker	Yes
Councilmember Justiss	Yes
Councilmember Gantt	Yes
Councilmember Brown	Yes
Mayor Willis	Yes

This item will return to the next agenda for consideration.

Upon a motion by Councilmember Gantt, the meeting was adjourned at 12:13 p.m.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_  
Jerry Willis, Mayor

ATTEST:

Signed: \_\_\_\_\_  
Tiffany Robinson, City Clerk

# ESTIMATE

River Region Fence  
PO Box 622  
Wetumpka, AL 36092  
(334) 669-1799

**Sales Representative**  
Justin Lott  
(334) 320-6180  
jlott9311@gmail.com



**Chappell Brown**  
**AL**

<b>Estimate #</b>	1912
<b>Date</b>	12/29/2023

Item	Description
Various Chain Link Fence	<p>Installation of chain link fence as follows:</p> <p><b>*Dog Yard*</b> 1,000 linear feet of 6' galvanized chain link. Includes (4) 4' walk gates and (1) 8' double gate.</p> <p><b>*Cross fence*</b> 100 linear feet of 4' galvanized chain link with (1) 4' walk gate.</p> <p><b>*Pickle Ball Court Perimeter*</b> 100 linear feet of 10' galvanized chain link. To match existing.</p> <p><b>*Playground Fence*</b> 100 linear feet of 4' galvanized chain link (1) 4' walk gate.</p>

<b>Sub Total</b>	\$32,145.00
<b>Total</b>	\$32,145.00

## ADDITIONAL INFORMATION



January 12, 2024

Chappell Brown  
Public Works Director  
P.O. Box 1180  
Wetumpka, AL 36092

**RE: Pickleball Resurfacing**

Hellas is pleased to provide this Scope of Work and Proposal for the above referenced project.

**General Conditions**

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide final punch-out and clean-up of the completed project.

**BASE PROPOSAL**

**Pickleball Courts Surfacing (6 Courts)**

Hellas will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris and acid wash the existing asphalt surface. All bird baths will be patched with TPS 5000® Rhinofill crack filler.
2. Apply one (1) coat of TPS 5000® Acrylic Surface at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
3. Apply two (2) coats of TPS 5000® Fortified Acrylic Color Coating.
4. Layout and paint 2" wide lines using Line Tape Sealer as a primer coat to ensure razor sharp edges. Paint shall be TPS 5000® White Line Paint and painted in accordance to USTA specifications.

**Athletic Equipment**

Hellas will:

1. Furnish and install six (6) sets of Pickleball Nets and Posts. Includes all necessary concrete work (demolition, excavation, forming, pouring, and curing the footings).

<b>BASE PROPOSAL PRICE</b>	<b>\$44,400.00</b>
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**PROPOSAL ALTERNATE**

1. Deduct alternate to provide and install new Surface Mounted Nets and Posts set in lieu of concrete embedded nets and posts system. Deduct from base proposal  
Deduct alternate 1 Amount (\$8,000.00)





## **EXCLUSIONS**

1. Any item of work not specifically listed above.
2. SWPPP/Erosion control.
3. Any concrete work outside of the scope of this proposal.
4. Any asphalt paving/repair work outside of the scope of this proposal.
5. Any electrical work.
6. Any fence work.
7. Construction materials inspection and testing.
8. Supply or installation of perimeter safety or construction fencing.
9. Site security.
10. Any Allowances or Contingencies.
11. Prevailing or union wages.
12. **Taxes.**
13. Any permits or fees, including any utility impact fees generated by construction improvements.
14. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
15. General Contractor to supply secure laydown area for Hellas materials.
16. Bonds (***if bonds are required, add 1.5% to contract amount***).

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project, and is eager to work with you.

***\*Pricing valid for 14 days from date of this proposal.***

A handwritten signature in black ink, appearing to read "Carlos Silva", is positioned above the printed name.

Carlos Silva  
Estimator  
Hellas

[csilva@hellasconstruction.com](mailto:csilva@hellasconstruction.com)

**NAFECO**

Mailing: P.O. Box 2928  
Physical: 2601 Beltline Road  
Decatur, AL 35602-2928  
(800) 628-6233  
info@nafeco.com

**Quotation**

Q0323112830445

Date: 2023-11-28  
Expires: 2023-12-28  
FOB: Origin

Customer Number: WET500  
Customer Information: WETUMPKA FIRE DEPT.  
Address: 405 South Main St.  
Wetumpka, AL 36092

Attention: JAKE BAKER  
Phone: 1-334-567-1333  
Email: wetumpkafire@gmail.com  
Prepared By: John Wilson

Qty	Item #	Description	Each	Total
4	/2391302200GBL	Teufelberger 7/16 (11mm) X 200 FT Rope w/ Blue Tracer	\$209.00	\$836.00
5	/2391302300GRD	Teufelberger 7/16 (11mm) X 300 FT Rope w/ Red Tracer	\$312.00	\$1,560.00
1	/2391302600GYW	Teufelberger 7/16 (11mm) X 600 FT Rope w/ Yellow Tracer	\$620.00	\$620.00
4	430202	CMC Rope Bag. 1750ci Blue 150'-200'	\$93.00	\$372.00
5	430303	CMC Rope Bag. 2150ci Red 250'-300'	\$98.00	\$490.00
1	430307	CMC Rope Bag. 2150ci Yellow 250'-300'	\$98.00	\$98.00
Freight Charges				TBD
Total				\$3,976.00

tax & freight to be determined

**Thank you for your business!**

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: [nafeco.com](http://nafeco.com)



CUSTOMER QUOTE COPY: 1

DATE: 11/30/2023

EXP DATE: 12/30/2023

Quote No: Q-17544

## QUOTE

### Sunbelt Fire, Inc.

8050 McGowin Dr. Fairhope, Alabama 36532  
Phone: (251) 928-9917 – Fax: (251) 928-9933  
www.sunbeltfire.com

#### DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

#### QUOTED TO

Customer # 250  
Wetumpka Fire Dept  
Po Box 1180  
Wetumpka, AL 36092

#### SHIP TO

Wetumpka Fire Dept  
405 South Main Street  
Wetumpka, AL 36092

#### EMP

Dalton Combs

#### TM

Michael Whaley

#### SHIP VIA

#### TERMS

Due Upon Receipt

QTY	PART # & DESCRIPTION	UNIT PRICE	TOTAL
4	CMC335011 Clutch, 11Mm	\$729.16	\$2,916.64
2	CMC202222 Harness, Atom Access	\$489.74	\$979.48
2	CMC202224 Harness, Atom Acces, Md	\$489.74	\$979.48
2	CMC202394 Harness, Ranger Quick Med	\$271.67	\$543.34
2	CMC201106 Strap, Pick-Off	\$67.24	\$134.48
200	CMC200101 Web, 1" Tubular, Orange	\$0.49	\$98.00
400	CMC200103 Web, 1" Tubular, Red	\$0.49	\$196.00
400	CMC200102 Web, 1" Tubular, Blue	\$0.49	\$196.00
20	CMC293086 Prusik, Sewn Loop, 8Mm, Green 25"	\$19.10	\$382.00
20	CMC293083 Prusik, Sewn Loop 8Mm 18"	\$19.10	\$382.00
5	CMC294312 Shrink Tubing, 1/2", Clear	\$0.85	\$4.25
2	CMC294550 Rope Ends, 1 Dozen 1/2"	\$10.91	\$21.82
2	CMC500106 System, Aztek Proseries Lt	\$394.28	\$788.56
5	CMC300095 Carabiner, Dna Auto-Lock	\$39.92	\$199.60
2	PZM093AA00 Captive 10 pack	\$17.36	\$34.72
4	PZM72ASLN Oxan, Screw-Lock, Black	\$14.36	\$57.44

#### Notes:

Prices are subject to change. Shipping is not included.

Parts: 7,913.81  
Freight: \$0.00



## **Tiffany Robinson**

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**From:** Susan Hayes <shayes@cityofwetumpka.com>  
**Sent:** Wednesday, January 10, 2024 9:32 AM  
**To:** trobinson@cityofwetumpka.com  
**Subject:** Library Board member for Agenda Item

Good morning. Theresa Crum's library term expired at the end of 2023. She has agreed for another term. The Library Board approved the motion yesterday to bring this recommendation before the Council for Tues Jan 16th. Thank you!

—  
**Susan Hayes, MLIS**  
**Library Director**  
**Wetumpka Public Library**  
**334-567-1308**



## Precision Floor Care

ESTIMATE	#4168
ESTIMATE DATE	Jan 2, 2024
SERVICE DATE	Jan 2, 2024
EXPIRATION DATE	Jan 27, 2024

Hohenburg Field- Tim Hooper  
404 W Osceola St  
Wetumpka, AL 36092

### CONTACT US

1755 US Hwy 231 , Suite A  
Wetumpka, AL 36093

☎ (334) 467-2134  
✉ tmcgrady@cityofwetumpka.com

☎ (334) 514-5757  
✉ support@callpfc.com

## ESTIMATE

### Option #1: Single Broadcast

Services	amount
Resinous Floor - RESINOUS FLAKE SYSTEM- Single Broadcast	\$13,650.00
AREA: (Restrooms and Concessions ) CONDITION: (Existing Surface with thin mil coating on semi-broom finished surface. Has several drains in the floors to work to. ) FLAKE COLOR & SIZE: ( 1/4" Color to be Determined) Prep surface for coating, apply epoxy & flakes to rejection, apply 12-15 Mills of Polyaspartic Clear coat. Withstands high vapor transmission rate, up to 8 pounds per 1,000 ft <sup>2</sup> (5.4 kg per 100m <sup>2</sup> ) in 24 hours.  **Reflective Cracking can show back through a single Broadcast system. Cracks will likely show back through this coating or any coating other than a double broadcast flake system. This could cause an area to deflect at the crack causing potential for delamination at the cracks. less chance of this, you can request a Double Broadcast system with Elastomeric Epoxy Body coats. Request for more information!	

Services subtotal: \$13,650.00

**Total** **\$13,650.00**

### Option #2: Double Broadcast

Services	amount
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**Resinous Floor - RESINOUS FLAKE SYSTEM- Double Broadcast****\$22,050.00**

CONDITION: (Existing Surface with thin mil coating on semi-broom finished surface. Has several drains in the floors to work to. Concrete with Several surface Cracks that need repair. These cracks will continue expand and contract over time as they are tension cracks. A Double Broadcast system is recommended for the best chance at avoiding reflective cracking from coming up through the coating)

- FLAKE COLOR & SIZE: (1/4" TBD )

Prep surface for coating, apply 100% solid epoxy & flakes to rejection (X2 COATS - 2ND COAT (ELASTOCOAT), apply Polyaspartic Clear coat (Application rate at 200 sqft per gallon). Will not hot tire track off, Withstands high vapor transmission rate, up to 8 pounds per 1,000 ft<sup>2</sup> (5.4 kg per 100m<sup>2</sup>) in 24 hours - STANDARD - If better is required we can apply a coating that will withstand up to 8-15 psi. Lifetime Adhesion Warranty within the limits of Hydrostatic pressure listed above. Wear of top coat is not warrantied for wear as uses of surface differ due to circumstances. Expected lifetime of top coat under normal garage use (parking cars, storage of tools, etc... is 8-10 years before the need to re-coat the top coat. 45-50 Mils of protection.

\*The Double broadcast option adds density to the overall system by making it thicker. It also provides more layers to protect and help prevent reflective cracking. Concrete moves and forms stress cracks. We fill those cracks and offer the double broadcast option to help prevent them from coming back through the coating. This provides the best opportunity of preventing reflective cracking. There are no guarantees that reflective cracking will not occur in the future even provided this system, however this is the best way to prevent it. This is the same for the sawcut control joints, if any. All joints are filled Providing a seamless system. Some reflectivity is to be expected but should be subtle.

4195 @ 200 sqft per kit:

Elastocoat@ 80 sqft per Gal:

5085 Clear @130-150 Sqft per gal or 260-300 per 2 gal kit:

Boxes of Flakes @ 1-40 lb box per 400 sqft per broadcast:

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Services subtotal: \$22,050.00

**Total** **\$22,050.00**

### Option #3: Solid Color Floor

Services	amount
Resinous Floor - SPECIALTY COATING	\$10,500.00
Application of Specialty Coating:	
(Restrooms and Concessions)	
Condition: Existing Surface with thin mil coating on semi-broom finished surface. Has several drains in the floors to work to.	
Application of a single base coat of epoxy and a top coat of polyurethane	
(Solid Color)	
GP 3477 / Rextthane Solid Color with silica mixed into the top coat for added slip resistance.	
or	

4195 Epoxy / 5085 Top Coat with Silica mixed into the top coat for added slip resistance.

\*Cracks will likely show back through this coating or any coating other than a double broadcast flake system. This could cause an area to deflect at the crack causing potential for delamination at the cracks.

\*Inclusions:

- Moisture Vapor Calcium Chloride Testing and Environmental Required Testing.
- Application and Installation performed per Manufacture Recommendations.

\* Exclusions:

- Moisture Vapor barrier
- Does Not Include any Substrate Repair.
- Sales Tax Excluded

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Terms - Concrete- Terms & Conditions

\$0.00

Acceptance verbally, by signature, or through electronic approval of the above pricing is acknowledgement of acceptance of the terms and conditions listed below.

\*\*\*All Prices above are based upon a cumulative total. Breaking up the scopes and their pricing could affect unit pricing or new cumulative Totals.

\*\*\*All Pricing is based upon current market conditions at the time that the bid is provided. Market conditions and/or field conditions at the time the job is to be completed could change pricing.

\*\*\*All Pricing is based off of digital plan take offs. Field measurements of actual slab or substrate takes precedent over estimated numbers provided in the quote.

Inclusions:

- Manufacturer Provided Samples for 3 colors per finish
- ( ) Mobilization - Each additional mobilization will be an additional Minimum Charge of \$1500 per 2 man crew.
- Pricing includes minor repairs of occasional small divots and holes that can be patched. Once the current floor is removed, a site visit will be conducted to assess the needed repairs. If Major repairs like larger or more frequent holes, gouges, or divots are present there will be additional charges added in a change order.

Notes of Interest:

- Must have a minimum of ( sqft) clear of all fixtures, debris, and personnel not associated with PFC and available for application of specified systems
- See Job site Requirements below for all conditions necessary for a successful installation

BEST PRACTICES:

- DO NOT TAPE DIRECTLY TO THE FLOOR AT ANY TIME. TAPE WILL ETCH CONCRETE FINISHES AND DAMAGE COATINGS IF APPLIED AND LEFT ON SURFACE.
- PROTECT THE SLAB FROM PAINT, OIL, GREASE, RED CLAY, GOUGES, DIVOTS, SCRATCHES, ETC. BY COVERING THE FLOOR WITH RAM BOARD OR OTHER SUITABLE BREATHABLE FLOOR PROTECTION COVERINGS. WE RECOMMEND RAM BOARD OVERLAPPED AND TAPED AT THE SEAMS BUT NOT TAPED TO THE SURFACE
- INSTALL SURFACES PRIOR TO CABINETS, APPLIANCES, AND OTHER PERMANENT FIXTURES
- SEE JOB SITE CHECKLIST BELOW

- Waste Dumpsters are to be provided by others on site for removal of old flooring and/or other debris removed from flooring work. If we have to remove and haul away additional charges will be incurred.

-DELAYS: Customer acknowledges benefit of the Fast Track performance of PFC's work, and Customer agrees to co-operate by being available to provide direction to PFC during the course of this project in the event of un-foreseen conditions arising. To ensure the Fast Track performance of the Work and on time completion, the building must be ready and the Payment Terms met as specified herein. Delays caused by Customer/GC by the building not being ready for PFC's work will result in additional charges to the Customer/GC. These charges shall be paid by Customer/GC for PFC's crew and equipment. These charges shall include all labor, taxes, insurance, fringes, health care, per diem, and equipment that has been allocated to the Project. Charges include \$200 per hour or \$1600 per day for Crew and Equipment.

CHANGES: Due to the Fast Track nature and short duration of this project, PFC may be required by Customer to perform changed work or extra work by verbal direction and without a written Change Order. An email confirmation will be issued by PFC as soon as possible after such verbal direction. The Subcontract Price and Time shall be equitably adjusted for changes and extra work.

- Floor Protection: Before, During the process, and after completion it is the responsibility of the Owner or owner representative to provide protection of the surface. Any repairs to be made will require additional charges.

- Protection of equipment and other adjacent surfaces:

PFC will cover walls and adjacent surfaces to the flooring surface or surface being serviced. Protection of equipment, electronics, or other valuable devices provided by others.

- Air Scrubbers and other equipment not associated with floor work, to be supplied by others.

#### EXCEPTIONS & DISCLAIMERS

Precision Floor Care's guarantee applies to all labor and all materials only (not surface replacement) with the following considerations

-Preparation of the Job Site: PFC and its employees are not trained movers. It is the clients/GC responsibility to clear the areas that are to be serviced of any trash, debris, construction materials and any other items, i.e. furniture, rugs, vases, plants, pets, etc... Should some moving be necessary, neither PFC nor its employees will be held liable for any damage that may occur to the clients' belongings. Further additional charges at the minimum rate of \$75.00 per man-hour, with a minimum charge of \$75.00 may be added to the total price of the contract for moving items or idle time waiting on such items to be moved. Should the client decide to leave any furniture, in any area to be serviced at any time, PFC or its employees can not be held responsible for any damage that may occur while working around the items left in place.

#### JOB SITE CHECKLIST:

Over the last 15 years we have worked through many different facets of all decorative concrete processes. We have found that in order to be the most efficient for our builders and clients the jobsite conditions need to be finished out almost completely before we begin work. This will ensure that you get the best in quality and the most efficient process from us. All of the following items must be completed and ready before we can apply most decorative concrete systems on the job. If these conditions are not met and are not available to us it will slow down progress considerably holding your job up as well as ours and ultimately costing more money. If these jobsite conditions are not ready and we are asked to mobilize for the job, we reserve the right to charge for the down time associated in scheduling, labor, and mobilization to cover our cost at a rate of \$200 per hour for the crew with a minimum charge of \$500. We appreciate your understanding. If you have any questions please let us know.

- Permanent power is on to the building
- 220v service on a 30 amp breaker is available
- 110v service on a 20 amp breaker is available

Or Alternate Power supplied by General Contractor/Owner/Owner's Rep

- Permanent lights are set and in working order so that we can see what we are working on. If Permanent lighting is not provided, similar overhead lighting is to be provided by Client/GC that is Off of the floor space and is run overhead. Lighting must be adequate and suitable for installation of seamless flooring.

- Permanent HVAC is on and in good working order at least 3 days before we begin work. This will help draw out unwanted moisture out of the slab, allow for better drying times from the cleaning process allowing us to move forward faster, will help in guarding moisture issues that could arise in the finishing process. The slab must be acclimated by the HVAC to ensure we have done everything possible to guard against moisture issues.

- This would included a buttoned up and completely climatized space. Roof in good working order with no leaks, no exterior portions of the space being conditioned open to the outside air.

- An on site clean water source must be available close to working area without having to be shuttled onto the job site. Also there should be a designated area determined by the GC or Owner as to where to dispose of soiled waste water from the cleaning process that is located onsite

- All other sub-contractors must be off of the floor area during the entirety of the flooring preparation and installation or PFC has the right to not uphold an installation warranty.

- Owner/Contractor - to supply onsite dumpster or means of removing waste from the job site

- Owner/Contractor to supply adequate parking without penalty for crews and equipment

- During the process, including prepping time, stain application, finish application, and curing times between stages of the process, PFC can not be held responsible for contamination of any kind introduced by other trades or persons outside of PFC Employees.

- Provision of Access and means to reach access (i.e. Lifts, hoists, elevators, lulls, ground surface that will accommodate rolling caster wheeled equipment that weighs up to 2000 lbs, etc...) to the surface to be serviced by PFC is the responsibility of the GC/Owner/Owner's Rep.

- All Decisions have been made in regard to finish type, color, desired look, etc... If not the decision maker has agreed to be onsite at time of application.

Once we mobilize onto a job site we will stay on the job until completion of the work. Protection of the slab before, during, & after completion of the work is the responsibility of the builder or owner. We recommend the use of Builder Board or Ram Board to cover a floor before, during, and/or after the process is completed to ensure there is nothing that is introduced to the surface that may cause damage to the slab to be treated or the finished product. NEVER tape directly down to the concrete or the finished Job as it will cause tape residue to potentially damage the surface.

We understand that installing a decorative concrete Or concrete coating surface can be challenging when there are a lot of unanswered questions, so we welcome them. We are here to make the clients experience with Decorative Concrete the best that it can be. Decorative Concrete finishes are many and each one of them have certain limitations when considering finishes, color selections, performance needs, economic needs, etc... We are here to help you decide what is best for you and your situation.

**Agreement: (WE WILL NOT MOBILIZE UNTIL THE PROPOSAL IS FORMALLY ACCEPTED)**

By approving this document you are signifying that you understand the needed conditions of the jobsite listed above. You understand that if these conditions are not met that PFC may not obligate itself to start the work. You understand that if these conditions are not met and you insist that PFC start its work, that PFC will not be held responsible for adverse outcomes that can be associated with the above conditions not being met.

It is considered normal for concrete to accept stain non-uniformly. PFC will not be held responsible for the final color variations due to the fact that there is no way to predict what the color on any individual surface may be when completed. Acid Based Stains chemically react with particles in the concrete and can vary based on the composition of the concrete. Final color is different with each section of concrete poured. Acrylic Stains are waterborne acrylic pigmented dye stains, and although more predictable than acid based stains, final color may vary due to shades and hues of the concrete. Concrete Dyes take to the concrete as the concrete allows it to. Final Color may vary depending on the concrete itself. Color can only be assured after application and drying of an on job site test in the area sampled. PFC cannot and does not guarantee an exact match of any color at any time. It is the recommendation of PFC that a color test be performed to ensure the customers color choice. It is the responsibility of the client to request a color test be performed.

All stains will change color depending on the sealer applied.

Product failures including stains, dyes, and sealers caused by owner failure to secure the job site and work environment from contaminants and damage during drying times, in between product applications, and from other trades is not the responsibility of PFC.

Damage caused to the concrete by contaminants on or in the surface is not the responsibility of PFC. It is understood that correction of such issues will be associated with extra cost from PFC if repair or removal is even possible. Most of the time when contaminants effect the concrete they become stains in the concrete making them irreversible. Examples of possible irreversible issues would be: oil/grease in the slab, sprayfoam insulation, paint embedded in pits in the slab, rust, plumbers glue..... Discussion on any areas of concern should be addressed with PFC prior to installation of work.

Substrate deterioration, which causes accelerated cracking or delaminating, is not caused by PFC. PFC will not be held liable for such damage. It is understood that all slabs will crack on the surface and this is not caused by PFC.

Damage to the completed project surface by any other means such as: landscaping equipment, lawn maintenance equipment, deicers, skidding tires and in some cases hot tires, etc. is not the responsibility of PFC. Scuffmarks or scratches on the surface are preventable and are not the responsibility of PFC.

Prices may vary at the time the job starts if the surface preparation requirements have changed between the time of the bid or contract to the time the job begins. It is the responsibility of the owner/owner's representative to protect the surface from becoming coated by foreign substances or damaged until the job has begun. Surface damage caused by anything other than normal wear asserted by owner/owner's representative or other trades is not the responsibility of PFC to correct without compensation for correction.

It is understood that decorative concrete is a surface that needs routine maintenance. Wear is normal and the surface will need to be maintained to prevent excessive wear. Maintenance is not the responsibility of PFC unless contracted to maintain the area by the owner/owner's representative.

It is understood that when working on existing surfaces water and other chemical cleaners and strippers will be used to perform the desired work.

#### PROTECTION OF OTHER SURFACES:

PFC will attempt to protect each exposure by masking them off with Painters tape and Plastic Masking. Although they are semi-protected by masking PFC can in no way guarantee that exposures will be protected 100%. It is understood that there is the potential for damage to exposures such as cabinetry, base boards, painted surfaces, wood flooring, stone flooring, etc... PFC will in no way be held responsible for damage to exposed surfaces. \*\*\*Please note that when we place masking tape on painted or stained surfaces, sometimes paint or stain can be pulled away from the surface after we remove them even though it is painters tape. If this happens those surfaces will likely need to be repainted. This is not included in the price of the work quoted by PFC. We will be happy to help repaint those surfaces for an additional charge if paint is provided by the owner, however PFC will not be held responsible for paint damage to the base board as we were trying to protect the surface by covering with Tape.

#### SLIP TRIP AND FALL:

It is the responsibility of the property owner for keeping any and all non-company personnel out of the work area and surrounding areas until the said area is released back to the property owner. The property owner should understand that we use water and hoses that can create hazard areas and our work area should be unoccupied by non-company personnel. The property owner should understand that shiny surfaces could become slippery at some point in time and does NOT hold PFC or its employees responsible for any resulting damage at any time.

General Limitations: All Grinding and rinsing machines used by PFC work in a rotary mode, therefore, corners cannot be serviced by the machines. The machines will also miss the first one to three inches along the bases of walls, under cabinets, around faucets, toilets, and other fixtures. PFC will take whatever steps it deems necessary to blend these areas together to a level that the company deems reasonable.

Photographs, Comments, and Testimonials: PFC reserves the right to use any and all photographs, comments, and/or testimonials of work it performs in whatever way it chooses for the use of advertising and marketing.

#### CONTRACT DOCUMENTS

Contract Documents, which constitute the entire agreement between the Owner, owner's representative and the Contractor and are fully a part of the contract, including but not limited to the Estimate proposal, Work order, and Invoice.

#### THE WORK

The contractor shall perform decorative concrete service at the project address above as indicated below as specified in the project description forms attached.

#### TIME OF COMMENCEMENT & SUBSTANTIAL COMPLETION

The proposed start date agreed upon by PFC Contractor and Owner or Owner's Rep. is approximate. We will work as quickly as possible to complete your job as efficiently as possible, give the circumstances provided to us by the contractor, owner, job site conditions, mother nature, and limitations of the products to be installed or maintained.

(Start dates and work times are estimates and may vary based upon: weather, accessibility/availability of workspace, and other factors out of the control of both Contractor and Owner).

#### OWNER'S / OWNER'S REPRESENTATIVE RESPONSIBILITY

- 1) Provide administration of this contract during work period and guarantee period.
- 2) Visit the site at intervals appropriate to determine work and approve stages and colors.
- 3) Make timely payment of Contractor's invoices for payment.

#### CONTRACTOR'S RESPONSIBILITY

- 1) Supervise and direct work using his/her best skills and attention while controlling means, methods, techniques, sequences to effect contract fulfillment.
- 2) Warrant that all work will be of good quality, free from faults and defects, and in conformance of contract documents.

#### CHANGES TO WORK

The Owner, without invalidating the Contract, may order changes in the work consisting of additions, deletions, or modifications with agreement of the PFC Contractor to corresponding additions to the sum and term of payment.

All such changes in the work shall be authorized in writing incorporating signature of the Owner and PFC Contractor.

#### COLOR CHOICE

All colors shall be approved by the client before application to the surface in writing, by text, or email. In the event that the client is not available at the time of the application, PFC will make every reasonable attempt to show color samples to the client electronically. Once the client gives PFC a written or electronic commitment to the color choice PFC will apply the color.

Once the color has been applied there is nothing PFC can do to change the color unless added charges are applied.

Please make every attempt to be available for color sampling and verification. Color Choice is not the responsibility of PFC or its employees. PFC will not be held responsible for the client not liking the color choice that they selected.

#### PAYMENT TERMS

1. A 50% deposit is due upfront before work begins unless approved by PFC representative.
- 1) The total Balance of the job is due upon the completion of work, and is late after 15 days unless otherwise agreed to by both parties in writing. Sometimes Special Circumstances may require different terms that will be agreed to in writing by both parties prior to work beginning.
- 2) Late fees will be assessed if payment is late!



3) Payment and Cancellation of contract or date: All sales are final. Invoices are due upon receipt. Any unpaid balances will be charged 1.5 % per month. All legal fees accrued from this transaction will be paid by the recipient of this invoice. A service charge of \$50.00 will be charged for all returned checks. The client is also responsible for any and all costs incurred by the collection of this contract, including but not limited to court costs, attorney fees, and collection fees. As a rule, the client can NOT cancel this contract or the date or dates set forth for the job, for any reason unless otherwise agreed upon in writing from the company. If a cancellation of date from the client occurs it shall constitute breach of contract, and the company reserves the right to any and all deposits. On the other hand, the company commits itself to honor the dates scheduled for the job, but it will not be responsible for cancellation of a date in case of: illness of personnel, breakdown of equipment, weather conditions, or any other events beyond its control. Should any such even occur, the company will schedule a new date together with the client, and this new date shall become part of this contract and be as binding as the original date.

All Terms and Conditions to be meet unless otherwise agreed upon in Writing by all parties involved.

Services subtotal: \$10,500.00

Subtotal	\$10,500.00
<hr/>	
<b>Total</b>	<b>\$10,500.00</b>

**\*\*There is a 4% Credit Card Charge on all credit card payments.\*\***

Thank you for choosing PFC. We appreciate your confidence in us, and look forward to a long lasting relationship with you. Feel free to contact us with any questions that you may have.