

**Stonewell Construction, Inc.**  
**Custom Pools and Outdoor Living**  
**Lic. # 1040929**  
**619.300.3623**

This residential construction and conditional construction contract (the "Agreement") is entered into on this the 15th day of May 2024, by and between Stonewell Construction, Inc., hereafter "Contractor" and new resident, hereafter "Owner".

I/We the undersigned whose particulars are set out within this agreement, are the owners of the premises described below, hereinafter referred to as "purchaser/owner", offer to contract with Stonewell Construction, Inc., a licensed General Builder and California S corporation, hereinafter referred to as "contractor", to furnish, deliver, and arrange for the construction and installation of the materials and labor necessary to improve the premises described below as per the line item scope detailed below. This agreement pertains ONLY to the scope set out below, which has been derived and created from the owner provided specifications and requests and NO other scope or agreement shall be considered a part of this contract. Stonewell Construction, Inc. will provide labor and select material only as part of this installation agreement. Additional architectural, structural, engineering, and/or any other planning services will be made a part of this agreement at the additional costs for those items.

Contractor desires to provide construction services for Owner and Owner desires for Contractor to provide such services.

For valuable consideration the Parties do hereby agree as follows:

**PROPOSED SCOPE OF WORK:**

Stonewell Construction, Inc. is requested to complete a custom pool, spa, and all necessary equipment to integrate with current existing landscaping through agreed completion per newly provided plans and detailed owner input. Contractor has provided to Owner an estimate of the cost to provide all labor, select materials, services, tools, and machinery necessary to complete all of the work and improvements set forth in the construction proposal entitled "Owner Project Line Items" detailed immediately below and hereto referred to as the ("Proposal"). Contractor shall complete all of the work and improvements set forth in the contract (hereafter, "the Owner Project"), subject to the modifications and exclusions agreed to by both Parties in this Agreement and any future "Change Orders," as that term is defined below. The scope of work detailed below, and which is the basis for this agreement, was provided to "contractor" by "purchaser/owner" prior to the execution of this agreement in the form of a detailed on-site walkthrough.

**-CUSTOM POOL AND SPA SPECIFICATIONS:** Contractor agrees to construct and install for Owner the swimming pool, spa, and related equipment described below.

-Construction of the pool and spa shall take place at:  
**14412 Mil Arboles, Rancho Santa, Fe CA, 92067**

- a. The Parties shall agree on a scale drawing of the pool and spa showing dimensions, entry, benches, and location of pool equipment.

- b. The pool and spa layout will be agreed to by the Parties prior to excavation.
- c. Project Dimensions and Specifications:
  - i. The pool dimension shall be minimum of 36 feet by 18 feet.
  - ii. Pool and spa perimeter to be minimum 148lf.
  - iii. The pool depth shall be between 3.5 feet and 6 feet.
  - iv. The spa dimensions shall be 9 feet by 9 feet.
  - v. The spa will have a stone or tile spillway into the pool.
  - vi. The spa will include 12 jets.
  - vii. The pool and spa coping to be Pacific Stone Pre-Cast concrete based on Owner's choice of color and finish.
  - viii. Depth of pool and benches and steps shall be created per Owner specification.
- d. Permits and Engineering:
  - i. Contractor shall obtain all necessary health, engineering, and building permits, including pool construction permit.
  - ii. Contractor shall include any and all costs associated with permits and other regulatory approvals that may be required by the local municipal/county government in connection with the Project.
  - iii. Contractor shall provide copies of all permits to the Owner upon completion of the Project.
  - iv. **Due to the known nature of the soils and terrain of the RSF area, pool and spa construction must include site specific evaluation by soils engineering and necessary excavation and steel schedule by qualified consultant. Those schematics are NOT made a part of this contract and will be required at additional cost to owner as this proposal is based upon standard engineering sheets.**
- e. Excavation:
  - i. The contract price set forth herein includes full excavation.
  - ii. Visual layout of pool in paint and then with lumber forms to be approved by Owner.
  - iii. All unnecessary earth to be removed after excavation process is complete.
- f. Steel Reinforcement:
  - i. Steel reinforcement to meet or exceed local building codes.
  - ii. All steel to be inspected by County inspector prior to shotcrete.
  - iii. Includes double curtain steel placement for spa wall.
  - iv. All steel to be properly blocked up and spaced to allow proper shotcrete coverage.
  - v. All steel to be elevated 3" above soil to ensure proper distribution of shotcrete.
  - vi. All steel to be tied and enforced with heavy-duty tie wire to ensure bonding.
  - vii. Steel schedule to be customized per the lot data and verified after installation by the designing consultant.
- g. Plumbing

- i. All plumbing to meet building and health department standards.
- ii. All plumbing lines to be schedule 40 PVC pipe.
- iii. All piping joints to be fitted with glue or welded.
- iv. Includes approved anti vortex drain covers.
- v. Includes dedicated cleaner line with valve.
- vi. Includes 3" suction from spa.
- vii. Includes three pool return lines placed throughout pool for proper filtration.
- viii. All plumbing to be pressure tested throughout construction.
- ix. Includes auto fill with overflow protection.
- x. Overflow line to be connected by Contractor to yard drains.
- xi. Auto fill to have dedicated line.
- xii. Includes multiple returns in pool for maximum circulation and 1 in spa.
- xiii. All suction and return lines to be a minimum of 2.5" schedule 40 PVC.
- xiv. All necessary and requisite plumbing for future pool solar.

h. Gas Line

- i. Includes gas line complete from meter to pool equipment/heater.
- ii. Includes gas hook up to heater and to house.

i. Shotcrete

- i. Includes minimum of 3500 PSI pneumatically applied wet mix shotcrete.
- ii. Benches and entry steps to be installed per Owner specification.

j. Clean Up and Backfill

- i. Includes thorough clean up of all construction debris.
- ii. Includes backfill and compaction of all plumbing and electrical ditches, after giving Owner an opportunity to photograph/map location of plumbing for future reference.

k. Equipment: The following pool and spa equipment will be used for the Project:

- i. Filtration Pump: Pentair variable speed pump.
- ii. Pentair booster pump for additional spa jets.
- iii. Filter: Pentair Clean and Clear 520 cartridge filter.
- iv. Heater: Pentair Master Temp 400,000 BTU higher performance heater
- v. Lights: IntelliBrite LED color changing lights (four for pool and one for spa)
- vi. ScreenLogic smartphone app controls.
- vii. Salt System: Pentair Intellichlor salt system.
- viii. Spa Jets: 12 hydrotherapy jets
- ix. Cleaner: Hayward Navigator suction side cleaner with dedicated valve and line.
- x. Surface skimmer and vacuum inlet included.

l. Electrical

- i. Includes four IntelliBrite LED color-changing lights in the pool.
- ii. Includes one IntelliBrite LED color changing light in the spa.
- iii. Includes complete electrical hook-up of all equipment and LED lights.

- iv. Includes electrical home run from existing panel to pool equipment.
  - v. Includes new sub panel and breakers at pool equipment pad.
  - vi. Complete electrical bonding per local codes.
  - vii. Auto time clock for filtration provided.
  - viii. GFI protected receptacle at equipment location.
  - ix. Electric and gas lines to be installed per code from meter and utility box to pool equipment.
- m. Coping
- i. Includes Pacific Stone Pre-Cast Pool Coping per Owner specification and choice of color and finish.
- n. Tile:
- i. Includes tile or stone per plan alongside pool wall (tile allowance for Owner selection at \$12 per s.f.
  - ii. Includes tile or stone on spa wall/spillover, with spa elevated above pool (tile allowance for Owner selection at \$12 per s.f.
- o. Plaster
- i. Includes upgraded finish to sandstone pebble finish, based on Owner's choice of color and texture.
  - ii. Contractor hereby provides a seven-year warranty on the pebble finish.
- p. Start Up
- i. Includes all start up equipment, including brush, net, pole, test kit and thermometer.
  - ii. Pool vacuum head and hose included.
  - iii. Includes all programming.
  - iv. Includes all initial pool chemicals.
  - v. Includes client walk-through and orientation.
  - vi. Includes return visit, following 30 days of pool and spa operation, to check functionality and efficiency of full pool and spa installation.
  - vii. Includes complete construction debris clean-up.

**-POOL AND SPA WARRANTIES:**

- q. Contractor and its sub-contractors shall construct the pool and spa in a first class workmanlike manner, consistent with professional pool and spa construction industry standards and all applicable regulations and structural specifications.
- r. Contractor hereby provides to the Owner a lifetime structural warranty on the pool and spa.
- s. Contractor hereby provides to the Owner a seven-year warranty on the pebble plaster application.
- t. Contractor hereby provides to the Owner a three-year warranty on all plumbing and warrants that all plumbing will be professionally installed and all piping will be schedule 40 PVC.
- u. Contractor hereby provides to the Owner a three-year warranty on all gas lines installed.
- v. Contractor hereby provides to the Owner a three-year warranty on all electrical work

relating to the pool and spa.

- w. All decorative tiles, coping, and stone placement shall be artfully and professionally installed. Contractor hereby warrants that these materials shall remain property bonded to the pool shell for a period of not less than three years.
- x. The pebble plaster application shall consist of the best quality materials and be professionally applied to the pool and spa shell. Contractor warrants the pebble plaster finish for a period of seven years.

**-Demolition, hauling, grading, clean-up, and general maintenance.**

**21,475**

- i. This work shall include multiple processes, including but not limited to:
- ii. Demo, remove, and haul existing landscape/dirt areas.
- iii. Excavate, remove, and haul all necessary dirt subgrade to prep.
- iv. Weekly construction debris removal and hauling.
- v. On-site restroom facility.
- vi. All trucking and recycling and fees included.

**Pool, spa, and related equipment.**

**177,600**

**FINAL PLANS AND SCOPE OF WORK:**

Contractor shall be responsible for providing all labor, select materials, services, tools, and machinery necessary to complete the entirety of the Project. Contractor will provide any pre-requisite County and Hoa planning and permitting or any other planning or permitting required by any other authority having jurisdiction over the Project at the additional cost of those services.

The Project shall be constructed and installed on the property located at:

**14412 Mil Arboles, Rancho Santa Fe, CA 92067**

(Hereafter "the Work Site"). Contractor shall commence and complete the necessary work required to complete the Project pursuant to the Project Plans, including but not limited to, the usual and customary demolition, excavation, and grading on the Work Site as may be required in the judgment of the Contractor to complete the Project.

**COMPENSATION TO CONTRACTOR:**

**TOTAL 199,075**

Down Payment: Owner agrees to pay Contractor 10% (19,907.50) upon execution of this Agreement in order to create final planning and confirm project work details, block out schedule and assure start date, and acquire necessary materials and finalize all logistics.

Upon agreement of the Project Plans, Contractor and Owner shall agree to a schedule of progress payments, which shall fully describe each phase of work, including the type and amount of work or services scheduled to be supplied and completed in each phase, the approximate date by which each phase is estimated to be

completed, along with the amount of each proposed progress payment.

No payment shall be due from Owner for work not yet completed or for materials not yet delivered, other than the down payment and scheduling/mobilization fee.

**TITLE:**

Upon the Contractor's written request, Owner agrees to provide to Contractor copies of any title documents and protective covenants that affect the Work Site.

**SOIL CONDITIONS:**

Contractor shall have no responsibility for the condition of the soils at the Work Site, other than to advise the Owner of any knowledge Contractor obtains regarding conditions that may adversely affect the structural integrity of the Project.

Owner is not aware of any soil conditions requiring additional site work and enters into this contract subject to the Parties' agreement that the entire Project will be completed for the price set forth herein, without there being a need for any soil work other than usual, customary, and anticipated excavation, grading and compaction. The Contractor pursuant to this Agreement shall perform that usual, customary, and anticipated excavation, grading, and compaction.

**CHANGES TO SCOPE OF WORK:**

Contractor and Owner anticipate that additional modifications, additions, adjustments, and upgrades to the Project may be entered into from time to time by the Parties and agree that all such modifications must be in writing, signed by the Owner, to be effective and binding. Contractor hereby directs the Owner to advise of any modifications or other changes to the Project by written email to Tom Kirovski, bearing subject "Change Order." **stonewellceo@gmail.com**

Owner agrees to pay any increase in the cost of the Project as a result of all Change Orders. The cost of the Project shall be reduced as a result of any Change Order if that Change Order reduces the cost of the Project. In the event the cost of the Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner agrees to pay the actual cost whether or not it is in excess of the estimated cost. Contractor shall provide to Owner any actual and/or estimated costs due to any Change Order as soon as reasonably practicable.

**Notice of 3-day right to cancel:**

You, purchaser, have the right to cancel this Agreement within three business days. You may cancel by mailing a written notice to Contractor at Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the Agreement and this notice. If you cancel, Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this agreement or sale. Or, you may, if you wish, comply with Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods

available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the agreement.

**This agreement shall not become effective or binding on Contractor until Contractor and Purchaser/Homeowner have signed it.**

**These terms and conditions are expressly incorporated into this agreement:**

Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

**Contractor shall not be responsible for delays caused by any of the following:**

Failure or any necessary building permits to issue within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Purchaser or Purchaser's employees or agents; acts of God; stormy or inclement weather; strikes; fire; lockouts; boycotts, or other labor union activities; extra work ordered by Purchaser; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of government priority or allocations of materials; Purchaser's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors or sub-Contractors; holidays; or any other circumstances beyond the Contractor's control.

There shall be a reasonable allowance on all dimensions specified in work plans. If there are any conflicts between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Agreement, then contractor and owner shall meet to finalize terms to proceed with agreed resolution.

Any changes from or additions to the work covered in this Agreement (other than as a result of delay or destruction) shall be added to the Agreement price and treated for all intents and purposes as extra work as set forth herein set forth. Contractor shall have no obligation to perform any item of extra work in the absence of a signed change order from Purchaser. If the parties execute a written change order its terms will govern over those of any prior Agreement in this transaction. Otherwise, it will be automatically incorporated along with all prior change orders into this initial Agreement.

If minor items of corrective or repair work remain to be accomplished by the Contractor after the project is substantially completed, Contractor shall perform the work within a reasonable time and the Purchaser shall not withhold any payment pending completion of that work.

The making of the final payment by Purchaser constitutes a waiver of all claims by Purchaser or his agents, representative and/or successors in title, except those arising from: (i) failure of the work to comply with this Agreement; and (ii) terms of the warranties provided for in this Agreement.

On or before the date set for completion of the work, Contractor will notify Purchaser that the completed work is finished and ready for inspection, at which time, or as soon as reasonably possible, not later than three (3) days after notification, both will inspect the work to ascertain whether or not it is in accordance under this Agreement, Contractor will remedy any defective work as soon as reasonably possible and in keeping with the date for completion, or if impossible, then as soon as reasonably possible after the date and without reference to any cause for damages that Purchaser might have for work unfinished by the date for completion.

In the event of litigation or arbitration between Contractor and Purchaser arising out of this Agreement or the work performed under this Agreement, the prevailing party shall be entitled to an award of all cost incurred including but not limited to reasonable attorney's fees.

**The parties do hereby record:**

That this Agreement constitutes the sole and only record containing the terms of their Agreement. That neither of them have been induced to enter into this Agreement and to perform the respective obligations which they have undertaken by any representations, warranties, inducements, promises, understandings, or any other matter or representation of any nature whatsoever, other than as recorded herein.

That no amendment to or variation of the terms of this Agreement shall be of any validity or force unless and until reduced to writing and signed by Purchaser and Contractor, or their duly authorized agents.

Contractor does not guarantee any materials that Contractor has purchased or will purchase as part of the work covered by this Agreement. Accordingly, Contractor makes not warranties as to the condition, merchantability, fitness for particular purpose, or any other matter concerning the materials described herein, and Purchaser accepts the materials as-is. Contractor does not adopt or affirm any of the warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, made by any of the manufacturers of any of the materials described herein. Furthermore, variations in color, texture, size and the like are inherent in brick, concrete, paving stone, paving, stone and grouts. Accordingly, while all reasonable efforts shall be made to maintain consistency, Contractor shall not in any way be responsible or liable for any variation that may presently exist or may occur in the future. All of these items are subject to manufacturer's or processor's guarantees or warranties.

Contractor's sole liability and exclusive remedy hereunder shall be limited to repair of any unworkmanlike installation or replacement of defective material, which Purchaser hereby unconditionally agrees to provide Contractor with sufficient and reasonable opportunity to effectuate.

In the event that Purchaser does not meet his/her obligations both as to amounts and due dates of payments then the guarantee shall become void and unenforceable. Further, the guarantee shall be voided if Purchaser makes any changes to the work through personnel other than the Contractor.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. Stonewell Construction, Inc. reserves this right. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. The law assumes that you already know that a contractor is improving your property.

**LATE PAYMENT/DEFAULT:**

Owner agrees to pay a late charge of 1% of all payments, which are more than ten (10) days late, plus all costs of collection including reasonable attorneys fees in the event payment is not made in accordance with the terms of this contract.

**CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:**

Contractor hereby represents and warrants that Contractor is licensed, insured, and carries workers' compensation insurance for all workers Contractor shall permit to work on the Project and the Work Site. Contractor represents and warrants that he shall maintain worker's compensation insurance at all times while working on the Project. Contractor also carries full general liability and auto insurance, as applicable.



Contractor further represents and warrants that all work and work vehicles are covered by commercial liability and auto insurance.

**COMPLIANCE WITH LAWS:**

Contractor shall provide the services under this Agreement in a workmanlike manner, and in compliance with all applicable federal, state, and local laws, as well as any applicable HOA rules and/or regulations. Owner agrees to provide a copy of any applicable HOA rules and/or regulations to Contractor.

**WARRANTY:**

In addition to any other warranties set forth in this Agreement, Contractor shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet acceptable standards in the San Diego area, and will provide a standard or care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor shall perform the work under this Agreement in conformance with the Ung Project Plans.

**FREE ACCESS TO WORK SITE:**

Owner shall allow free access to the Work Site for Contractor and Contractor's workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept reasonably clear for the movement of vehicles during work hours. Contractor will make reasonable efforts to protect all existing aspects of the Work Site and agrees to keep the Work Site clean and orderly, and shall remove all debris as reasonably required during work hours to maintain work conditions that do not cause health or safety hazards.

**UTILITIES:**

Owner shall permit Contractor to use, at no cost, any electrical power and water use reasonably necessary to carry out and complete the Project.

**INSPECTION:**

All work that needs to be inspected, tested, and/or certified by an engineer or any other authority having jurisdiction over the Project shall be done at each necessary phase of construction. Contractor shall be responsible for arranging for any such required inspections, testing, or certification, the cost of which is included as part of the payment to Contractor under this Agreement.

**DISPUTE RESOLUTION:**

The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiation amongst the Parties. If the matter is not resolved by negotiation, the Parties will attempt to resolve the dispute by submitting it to mediation presided over by a retired judge. If mediation does not successfully resolve the dispute, the Parties may proceed to seek an alternative form of resolution

in accordance with all rights and remedies afforded by law. The failure to follow this provision shall bar the offending Party, to the fullest extent allowable by law, from seeking or collecting attorneys' fees arising out of the dispute.

**ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions written or oral concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each Party, including any Change Order. This Agreement supersedes any prior written or oral agreement between the Parties.

**ASSIGNMENT:**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to any other person or entity without the prior written consent of the other Party.

**SEVERABILITY:**

If any provision of this Agreement is deemed to be invalid or unenforceable for any reason by a competent court of law, the remaining provisions will continue to be valid and enforceable.

**AMENDMENT:**

Unless otherwise stated herein, this Agreement may be modified or amended only in a writing signed by both Parties.

**GOVERNING LAW:**

This Agreement shall be construed in accordance with, and governed by, California law, without regard to any choice of law provisions of California or any other jurisdiction.

**HEADINGS AND MUTUAL DRAFTING:**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Each Party hereto has participated in the drafting of this Agreement, and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

**WAIVER OF CONTRACTUAL RIGHT:**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**WITNESS THE SIGNATURES OF THE PARTIES HERETO ON THE DATE FIRST WRITTEN ABOVE.**

CONTRACTOR:

OWNER

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_