

Notice

Heritage Pointe Master Association, Inc.

Board of Directors' Meeting Agenda

A Meeting of the Board of Directors for the Heritage Pointe Master Association, Inc., will be held on:

Thursday, September 23, 2021 at 10:00 a.m. at the Heritage Pointe Clubhouse, Ft Myers, Florida

To call into the meeting dial (872), 240-3412 access code 809-873-413. If you wish to address an item on the agenda, send an email to lmhartke@yahoo.com. before 10:00 and she will read it at the appropriate time during the meeting. You may also attend in person; we ask that you wear a mask if you have not been vaccinated.

1. Call to Order
2. Proof of Notice/Establish Quorum
3. Approve August 26, 2021 Minutes
4. Formal Committee Updates
 - A. ARC (Jane Heston)
 - B. Financial (Chuck Kern)
 1. Collections and Suspending Rights of Delinquent Owners
Foreclosure-Attorney/Process/Units status
 2. Status Update-Audit/Bank Accounts/Equity/Reserve Study/CD'S, Tax return
 3. Review and Approve August 2021 Financial Report
5. Board Members Reports
 - (Steve Hartley)
 1. Update on plantings
 2. Everyday Maintenance Contract 2022
 - (Joyce Jager)
Lease Approvals
 - (Char Creech)
 1. Cleaning of pool deck and all tiled areas of clubhouse Green and Clean \$2,299.50

(Denny Jawor)

1. Replacement of Dumpster Doors at Bld. 3 & 2.
2. Fire buffalo pump building 4, (bids) Naples and Wayne

(Marilyn Hartke)

1. Update on scheduled events

(Ruth Wedster)

1. Seawall: update
2. South Fountain

(Joyce Jager)

1. Installation of mirrors
2. Painting in the clubhouse.
3. Approval of Green and Clean Maintenance Contract 2022
4. Approval of electronic voting for Annual Meeting 2022

5. Jason Corry

6. Set Next Meeting Date(s)

- A. Budget Workshop, Tuesday, October 19, 2021 at 10:00
- B. Agenda posted, Friday, October 15, 2021
- C. Next Board Meeting October 28, 2021
- D. Agenda posted October 26, 2021

10. Adjournment

Heritage Pointe Master Association, Inc.
Board of Directors' Meeting
Thursday, August 26, 2021 at 10:00 am.
Meeting held in person & via teleconference
Heritage Pointe Clubhouse, Ft. Myers, Florida

- 1 Call to Order:** President Joyce Jager called the meeting to order at 10:00 am.
- 2 Proof of Notice/Establish Quorum:** Notice was posted per Florida Statute and Governing Documents. Board members present to constitute a quorum were Joyce Jager, Steve Hartley, Char Creech, Marilyn Hartke (Via Teleconference), Chuck Kern (Via Teleconference), Denny Jawor (Via Teleconference), and Ruth Wedster (Via Teleconference). Also, in attendance were Jason Corry representing Sentry Management and Sylvie Gauthier on site administrator. Residents were able to attend the meeting in person and via teleconference.
- 3 Approve July 22, 2021 Minutes:** A motion was made by Marilyn Hartke and was seconded by Char Creech to approve the minutes of the Board Meeting held on July 22, 2021 as presented. All voted in favor, motion passed unanimously.
- 4 Formal Committee Updates:**
 - A ARC (Jane Heston):** Jane Heston discussed the ongoing work of the ARC committee. The ARC committee met on August 11th to review the numerous requests. Two units are currently in violation of the association rules for not shutting off the water properly during the HVAC installation. These units were also installed in the wrong location. Letters will be sent to homeowners. The ARC committee will continue to provide monthly information for the community newsletter.
 - B Financial (Chuck Kern):** As of July 31, 2021 – Operating funds of \$857,600; Reserve funds of \$3,225,166; YTD Surplus is \$100,556. The YTD surplus is due to building maintenance, grounds maintenance, rental fees, insurance claim reimbursement, and expenses being less than budgeted.
 - 1. Collection and Suspending Right of Delinquent Owners:** Discussion took place about foreclosing on the lien for unit 427. The association continues to partner with the attorney to attempt to recover all fees.
 - 2. Status Update: Accounts/Equity/Reserve Study/CD's/Tax Return:** Four CD's matured in August and are being transferred to the money market account with the best rate available. Union Bank has made an interest rate adjustment for the year which resulted in higher interest for July.
 - 3. Review and Approve July 31, 2021 Financial Report:**
 - A motion was made by Chuck Kern and was seconded by Joyce Jager to approve the July 31, 2021 financials as presented. All voted in favor, motion passed unanimously.
 - A motion was made by Chuck Kern and was seconded by Char Creech to reduce the finance committee down to 5 members. All voted in favor, motion passed unanimously.
 - 4. Insurance:** The updated insurance appraisal has been received from Townsend Appraisals. The appraisal has increased the value of the buildings by 14% which may result in higher insurance costs in 2022.

5 Board Member Reports:

- A (Steve Hartley): Update on Rain Levels:** Steve Hartley gave his report on the landscaping throughout the community. The association has received over 10.4 inches of rain this month and the lake level is at the overflow. Turf application has been recently completed along with the trimming. Everyday Maintenance has been contacted to proceed with capping off the sprinkler heads around the A/C units. Currently irrigation expenses are under budget.
- B (Joyce Jager) Lease Approvals:** Fourteen leases were approved as of 8/26.
- **A motion was made by Joyce Jager and was seconded by Steve Hartley to ratify the approval of 14 leases in August. All voted in favor, motion passed unanimously.**
- C (Char Creech) Pool Paver Drain:** Char Creech discussed the recent pool repairs.
1. **Approve pool chlorinator \$2,518.04:**
 - **A motion was made by Char Creech and was seconded by Joyce Jager to ratify the replacement of the pool chlorinator by Pool Troopers \$2,518.04. All voted in favor, motion passed unanimously.**
 2. **Approve spa circulation pump \$1,821.89:**
 - **A motion was made by Char Creech and was seconded by Steve Hartley to ratify the replacement of the spa circulation pump by Pool Troopers \$1,821.89. All voted in favor, motion passed unanimously.**
 3. **Approve pool filter grids \$1,310.03:**
 - **A motion was made by Char Creech and was seconded by Denny Jawor to ratify the replacement of the pool filter grids by Pool Troopers \$1,310.03. All voted in favor, motion passed unanimously.**
 4. **Drain replacement is complete:** The installation of the drain in the pool area has been completed.
- D (Denny Jawor):**
1. **Cleaning of carports and sidewalks:** Denny Jawor discussed the cleaning of the carports and sidewalks.
 - **A motion was made by Denny Jawor and was seconded by Char Creech to approve the proposal from Elias Brother for cleaning of the carports and sidewalks \$14,500. All voted in favor, motion passed unanimously.**
 2. **Replacement of Dumpster Doors at Bldg. 2&3:** The association is waiting on liberty aluminum to fabricate the new doors.
 3. **Fire alarm panel issues at building 5, in process:** The fire panel in building 5 is in the process of being repaired.
 4. **Fire pump replacement at building 4, need another quote:** The association is waiting on the proposal for rebuilding the pump.
 5. **Update on 1049 water leak:** The leak will be evaluated by Crowther to determine the cause.
- E (Marilyn Hartke) Update on events and activities:** Marilyn discussed the upcoming activities season. The committee will be meeting in September to plan the events. The Gatlins will be performing on November 6th. First day tickets on sale will be October 7th.
- F (Ruth Webster)**
1. **Seawall update:** The seawall report is due to be in by the end of the month.

2. **South Fountain:** The south fountain has gone out and will need the motor & pump replaced.
- **A motion was made by Ruth Webster and was seconded by Char Creech to approve the proposal from Florida Fountains & Equipment for replacement of the motor & pump at the south fountain \$3,013.86. All voted in favor, motion passed unanimously.**

G (Joyce Jager)

1. **Removal of wall in gym and installation of mirrors:** The gym wall is scheduled to be removed August 30th and 31. The mirrors will be installed two weeks later.
 2. **Dates for painting of gym and weight room:** The dates will be determined by the volunteers who will be painting the room.
 3. **Lease Reminders:** Joyce Jager reminded everyone that only completed lease packets will be accepted and the fee increases to \$150 on September 1st
 4. .
 5. **Water Aerobics:** Discussion took place about the recent request for water aerobics to be an association expense. The membership voted in 2018 to no longer have the water aerobics as an association expense. The Board will stick with the desire of the residents. No action will be taken.
 6. **Sensors to be reinstalled in weight room:** The fire alarm sensors in the weight room will be moved and reinstalled within the next day.
- 6 **Comments Jason Corry:** Jason Corry asked all residents to no longer invite Board members to any online groups or forums. All association business should be conducted via email, phone, or in person.
- 7 **Administrative-Office/Owner Suggestions & Website (Sylvie Gauthier):** Sylvie Gauthier announced that she is leaving Heritage Pointe. Sylvie will be severely missed and the association is grateful for her many years of service.
- 8 **Set Next Meeting Date:**
- A. **Next Board Meeting, Thursday, September 23, 2021 at 10:00am**
 - B. **Meeting Agenda posted, Tuesday, September 21, 2021 (Required two-day notice)**
- 9 **Adjournment:** A motion was made by Steve Hartley and was seconded by Char Creech to adjourn the meeting at 10:48 am. All present voted in favor.

Respectfully submitted by Jason Corry, CAM

Edited and distributed by Marilyn S Hartke HP Secretary

Lease Approvals, September, 2021

126
138
147

218
224

316

416
425

525

612
637

713
721

825
826
830

1020
1036
1044

Total. 19

GREEN & CLEAN PROPERTY SOLUTIONS, INC.

17031-1 Alico Commerce Ct.
Fort Myers, FL 33967



Quote #3907

Sent on 08/26/2021

Phone 239-229-5872

Email customer_service@greencleanswfl.com

Website www.greencleanswfl.com

Service Address 9010 Pointe Club Drive
Fort Myers, Florida 33908

Heritage Pointe Master Association

c/o Sentry Management
12830 University Drive suite 150
Fort Myers, FL 33907

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
PRESSURE CLEAN	Use trailer mounted pressure washer and appropriate pressure to professionally clean the paved pool deck and the paved walk way leading to the parking lot. Approx. 7,000 Sq Ft Pressure wash of pool fence is included. Clean both sides of the fence that is exposed. Some fencing has vegetation right up against the fencing. Do not clean the painted concrete area around the hot tub area. They do not want any paint damage. In place of not cleaning the painted concrete, clean the fence that runs from the dumpster area to the pool.	7000	\$0.15	\$1,050.00
PRESSURE CLEAN	Pressure clean these pieces located on the pool deck. We are not cleaning the pieces in storage. 6 umbrella tables 23 lounge chairs 32 tables chairs 23 small tables Note: PLEASE DO NOT USE BLEACH ON THE NEW BLUE CHAIRS. We will take the 20 chairs out of storage and the 20 chairs we clean, put them back in storage. This is same as the work performed in May of 2021.	84	\$5.00	\$420.00
TILE & GROUT	Use a van mounted extraction machine/ portable machine, appropriate pre spray solution, dwell time, and pressure to clean the tile in the lobby, hallways, and 2 restrooms. Pricing has not changed.	1	\$1,085.00	\$1,085.00
DISCOUNT	A discount applies for having a janitorial account in place.	1	\$0.00	\$0.00*

GREEN & CLEAN PROPERTY SOLUTIONS, INC.

17031-1 Alico Commerce Ct.
Fort Myers, FL 33967



Quote #3907

Sent on 08/26/2021

Phone 239-229-5872

Email customer_service@greencleanswfl.com

Website www.greencleanswfl.com

Service Address 9010 Pointe Club Drive
Fort Myers, Florida 33908

Heritage Pointe Master Association

c/o Sentry Management
12830 University Drive suite 150
Fort Myers, FL 33907

* Non-taxable

Thank you for the opportunity to serve you! Please sign and email back to begin the scheduling process..

Subtotal	\$2,555.00
Discount (10.0%)	- \$255.50
Not Taxable (0.0%)	\$0.00
Total	\$2,299.50

Signature: _____ **Date:** _____



FIRE PROTECTION, INC.

Lic #19672900011997 Lic #EC13005314

From Naples Fire Protection
28741 S DIESEL DR
BONITA SPRINGS FL
34135
2395147155

Quote No. 1883424
Type Repair
Prepared By Barbi Keates
Created On 08/31/2021
Valid Until 09/11/2021

Quote For Sentry Management - Fort Myers
Heritage Pointe
9010 Pointe Club Dr &
16575/85/95/16605/15/25/35/45/55/75/85
Lake Cir Dr
Fort Myers FL 33908

Description of Work

Fire Pump Quote

Naples Fire Protection, Inc., (NFP), presents for your consideration this quote which includes the necessary labor and material(s) required to modify the existing fire pump per manufacturer's recommendations as follows:

SCOPE

****Building 16615 Lake Circle Drive ****

1. Remove existing Reedy Buffalo pump, transport to UL pump repair shop for repack and rebuild. Return pump when completed and put back on line.
2. Currently Pump shop states two week delay in parts
3. NFP will remove the pump end one day ~ it will be in the shop for a day ~ possibly day and a half~ pump is returned the following day. You will need to have fire watch on this building.

Machine threads

It is common with older fire pumps that there may be corroded nuts and bolts that after we soak with WD-40 and or heat may break when we loosen them as needed for maintenance and repair. In those circumstances Naples Fire Protection (NFP) is NOT to be held liable for components that break. It is common that the whole fire pump assembly may need to be taken to a machine shop to have bolts drilled out and new threads tapped. This addition material and labor will be subject to an additional charge. NFP will discuss those options as the situation may occur.

Property Owner Shut Down Fees

Fees, if any, are not included in this proposal. This proposal is based upon the work being completed in one continuous phase and that all of the proposed heads that are to be relocated or added can be done all at one time in full 8 hour workdays.

Electrical Work

All electrical Engineering, shop drawings, permits and inspections is at the sole discretion and expense of the property owner and or owners representative/buyer.

Job Site Clean Up

NFP to perform a daily clean up of all excess trash and material in relation to the area(s) that work was performed. All debris shall be placed in the on-site dumpster which is to be provided by the owner / general contractor. Removal of pipe, fittings, the debris of any type is excluded from our scope BUT can be removed at an additional charge.

Alarm Monitoring

All alarm equipment is existing. No additional equipment is included in this proposal.

Warranty and Guarantee

NFP will provide a twelve-month service warranty covering defects in equipment, materials, and workmanship. The warranty begins upon the date of substantial completion of our work and the fire protection system left in an operational status, in some cases this may be BEFORE the final inspection. This warranty covers only new components and devices installed by NFP. No warranty is expressed or implied in reference to the quality of the installation of equipment installed by Others

Job Specific Exclusions

1. Electrical engineering and electrical work
2. Fire pump muffler insulation and wrapping
3. Repairing corroded or broken broken bolts/tapping threads
4. See standard exclusions below

Services to be completed

Fire Pump

Remove fire pump, transport to rebuild, return and put system back in service. 16615 Lake Circle Drive

Parts, labor, and fees	Quantity	Unit Price	Total
UL Pump rebuild and Labor	1	\$6,282.75	\$6,282.75
		GRAND TOTAL	\$6,282.75

Terms and Conditions

STANDARD EXCLUSIONS:

1. Programming of proprietary fire alarm panels.
2. Raising or relocating branch lines or main piping unless specified in the above scope of work, damage to unmarked utilities in concrete walls.
3. **Fire watch or fire watch fee's.**
4. Painting of pipe or sprinkler heads or sprinkler trim cover plates.
5. Painting and/or patching of drywall, access panels, Cutting holes or installing of acoustical ceiling tiles.
6. Fire extinguishers unless noted above, Generators for job site power, rental equipment, Premium for overtime or night work, Shut down fees, Composite cleanup
7. Property damage as a result of routine service, inspection and testing procedures including a required pressure testing on an existing fire sprinkler system.
8. Responsibility for adequacy or reliability of water supply required to satisfy the system design criteria established by N.F.P.A. standards.
9. Microbiological Influenced Corrosion (MIC) investigation or corrective measures.
10. Connections to any mechanical equipment not provided or installed by Naples Fire Protection.
11. Any additional sprinkler/alarm coverage required by AHJ / FIRE DEPT not mentioned in scope.

Proprietary Fire Alarm Equipment

NFP will provide inspections, testing, and repair of proprietary fire alarm panels as applicable in our above scope of work. However, all necessary fire alarm PROGRAMMING is specifically excluded. In most cases the proprietary fire alarm panel has limitations that require a manufacturers representative to program. under those circumstances the property owner/representative shall coordinate and pay for those programming expenses. NFP excludes the supervision of another company unless it is specifically listed in the above scope of work.

THIRD PARTY REPORTING:

In some jurisdictions throughout Florida your local water purveyor and/or fire department may have adopted a local ordinance requiring us to submit your inspection reports to a 3rd party data management company. These companies may charge a fee, which can vary, for each report submitted. Customers that have services requiring 3rd party reporting will be charged actual cost plus a \$5 administration fee per report. Example: If the reporting company's fee is \$12.50 per report, your invoice will show a fee of \$17.50.

SPRINKLER HEAD REPLACEMENT:

When replacing fire sprinkler heads NFP follows manufacturers guidelines and uses techniques developed by replacing hundreds of thousands of heads over the years. In some cases the existing pipe, pipe thread and or CPVC plastic pipe becomes brittle and or is not properly supported above the existing ceiling. It is possible that NFP may have to cut an access hole around the sprinkler head to get the proper leverage around the existing pipe to try to prevent the pipe from breaking. As a result it is possible that the existing pipe or fittings can fail, causing a fracture, crack or break during the replacement process. NFP is not responsible for drywall/paint repair, the property owner or representative will need to have those repairs made at their own expense. In some cases a hairline fracture might not present itself for days or weeks until water starts dripping. NFP is NOT responsible for this system failure and will bring this to the attention of the property owner (if aware of it) to proceed to make the repair for an additional cost. NFP excepts no responsibility professionally or financially for any and all damages and expenses including drywall/paint repair, water damage, water cleanup, fire watch or other expenses that may arise from the system failure.

CLARIFICATIONS:

All future work to be completed during normal business hours at an hourly rate of \$120.00 per Foremen and \$80 for Technicians (Monday thru Friday 8:00 am - 4:30 pm), our (Standard rates), unless specifically outlined as a special provision to the agreement. **All JOBS/EMERGENCIES that require a Foremen within a 48 hour notice are billed at \$180.00 per hour and Technicians at \$120.00 per hour, (Emergency rates).** The customer/owner or owners representative as listed above both agree by approving this Quote that the Customer is paying Naples Fire Protection, Inc. directly and NOT submitting our invoice to any third party for payment. This agreement may be modified or assigned to a third party by Naples Fire Protection, Inc. with a 30 day written notice to the customer. Appointments that are canceled without a minimum of 24 hours notice may result in a \$120.00 cancellation charge per scheduled technician/inspector. NFP shall not be required to move personal property, equipment, walls, ceilings or like obstructions which may impede access or limit visibility.

PAYMENT TERMS:

1. For Inspection contracts, invoices are sent upon completion and due upon receipt.
2. Annual monitoring fee's shall be paid in advance and invoiced annually and due upon receipt.
3. For all projects under \$2,500 payment is due upon receipt of invoice. For all projects over \$2,500.00 a 50% deposit will be invoiced upon receipt of the signed proposal. the deposit is used to purchase the project material and secure a position on our job schedule. for large projects a 40% payment is due upon passing a rough inspection of our scope, then 10% balance is due upon passing a final inspection of our scope. For smaller projects, the 50% balance will be due upon completion.
4. Progressive monthly billing is acceptable with an approved schedule of values by both parties and negates the 50% requirement described above.
5. Customer agrees to pay 1.5% penalty and/or collection fees or attorney fees for outstanding balance over 60 days past due.

LIMITATION OF LIABILITY:

NFP makes no warranties, expressed or implied regarding the condition of the existing property and its fire sprinkler or fire alarm systems. NFP shall not be liable for personal injury, death or property damage arising from the performance of our scope of work listed above, except if NFP is found to be grossly negligent by a Florida Court of Law. NFP is not responsible for equipment failure occurring while NFP is in the process of following its inspection or installation techniques or when the failure is a result of age or obsolescence of the item or due to normal wear and tear. NFP disclaims any liability resulting from any report or recommendation, due to its advisory nature. NFP's liquidated damage liability shall be limited solely and exclusively to the payment to NFP in the amount specified in the scope of work listed above. The final responsibility for the condition and operation of the fire sprinkler or fire alarm system and the equipment lies solely with the Property Owner.

CPVC PIPE and FITTINGS COMPATIBILITY and DRYING CURE TIMES:

When repairing CPVC pipe or fittings NFP follows the manufactures recommended cure times as a minimum and as a result the property owner/manager will need to check with the local Fire Department for confirmation that a building FIRE WATCH may or may not be required by the Fire Department. CPVC Fire Sprinkler Products resist attack from a wide range of chemicals that are corrosive to metallic piping. As with any piping material, there are, however, certain chemicals that can be detrimental to CPVC. Occasionally some of these chemicals may be found in some construction products, site preparation and building maintenance. There are certain things that you need to be mindful of in caring for or working around your CPVC fire sprinkler system. For Lubrizol FGG/BM Compatible Program @ WWW.SYSTEMCOMPATIBLE.COM

OWNER DUTIES:

As required by 4A.60.006 Florida Fire Prevention Code, NFPA 25 4-1.2 and NFPA72 7-1.2, it is the Owner's responsibility to properly maintain the Fire Sprinkler and Fire Alarm System(s). To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Subcontractor, his agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees,

arising out of or resulting from all losses caused or contributed to by the Owner's failure to properly Test, Inspect and Maintain all Fire Protection System(s) in accordance with NFPA 25 and NFPA 72

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Photos



photos



photos



photos



Wayne Automatic Fire Sprinklers, Inc. FM
4683 Laredo Ave
Fort Myers, FL 33905-4924
USA

CUSTOMER	BILL TO	JOB LOCATION	
Sentry Management	Sentry Management	Heritage Pointe Terrace Bldgs 1 -11 & CH	DATE August 17, 2021
1415 Panther Ln Ste 138	1415 Panther Ln Ste 138	Lake Circle Dr	EXPIRY DATE September 16, 2021
	Naples, FL 34109	Fort Myers, FL USA	SALES REP Sanjay R Oudi
Valerie Hoover	Valerie Hoover	Sylvie Gauthier	
2395931233 FX: 2395931116	(407)656-3030 FAX: (407)656-8026	(239)466-8418 FAX: (239)466-8146	
	SylvieG10@icloud.com	SylvieG10@icloud.com	EMAIL sroudi@waynefire.com

SCOPE OF WORK

Wayne Automatic Fire Sprinklers to:

*** 16615 Lake Circle Drive ***

- Replace leaking fire pump assembly and motor. Existing fire pump controller shall remain. Fire pump packing is beyond repair and the floor has been stained by the rust.

- A new Pentair fire pump rated at 200GPM @ 50PSi will be installed and connected back to the existing controller.

This quote includes labor, material, design, inspections, and permits.

DESCRIPTION	PRICE
Materials and Labor:.....	TOTAL: \$17,920.00

Exclusions: The following are not included in this proposal:

- Posting, scheduling or conducting a "fire watch" due to fire system impairment(s).
- Any shut down fees associated with the scope of work.
- Damage incurred from lack of integrity of existing components.
- Concrete/Pavement/Wall/Ceilings - Cutting, Removing, Patching or Painting.
- Painting or priming of pipe.
- Insulation of pipe or components - unless otherwise noted.
- Any added requests made by the AHJ.
- NOTE: Buyer is aware that there may be a delay in installation due to local AHJ Review/Permitting Timelines.
- Overtime or night work - unless otherwise noted.
- Scheduling with tenants for unit access - unless otherwise noted.
- NOTE: Buyer is to schedule access with tenants - unless otherwise noted.
- Any repairs not included in scope above.

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Court	3226 Cherry Palm Dr.	4683 Laredo Ave.	1500 S Powerline Rd Ste A	11326 Distribution Ave. W.	4370 Motorsport Dr.
Ocoee, FL 34761	Tampa, FL 33619	Ft. Myers, FL 33905	Deerfield Beach, FL 33442	Jacksonville, FL 32256	Concord, NC 28027
Phone: 407-656-3030	Phone: 813-630-0303	Phone: 239-433-3030	Phone: 954-917-3030	Phone: 904-268-3030	Phone: 704-782-3032
Alabama A-0457	Florida EF20001320	Georgia LVA205941	North Carolina 29611-SP-FA/LV	South Carolina FAC.3385 M	



Wayne Automatic Fire Sprinklers, Inc. FM
 4683 Laredo Ave
 Fort Myers, FL 33905-4924
 USA

TERMS AND CONDITIONS (DECEMBER 2018)

WAFS is referred to herein as "Seller" and the Customer is referred to as "Buyer".

SCOPE OF UNDERTAKING. Seller will perform the services described on the first page of this Quotation/Work Order ("Quotation") (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initiated by Seller or shall be null and void and of no legal effect.

EQUIPMENT DISCONNECTIONS. Buyer is on NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

WAIVER OF SUBROGATION. The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

LIMITED WARRANTY. SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g. ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC...). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY ANY, SUPPLIED HEREUNDER.

IDEMNITY. Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

PAYMENT TERMS: If the Price is greater than \$20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

SUBTOTAL:	\$17,920.00
TAXES:	\$0.00
TOTAL:	\$17,920.00

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Court	3226 Cherry Palm Dr.	4683 Laredo Ave.	1500 S Powerline Rd Ste A	11326 Distribution Ave. W.	4370 Motorsport Dr.
Ocoee, FL 34761	Tampa, FL 33619	Ft. Myers, FL 33905	Deerfield Beach, FL 33442	Jacksonville, FL 32256	Concord, NC 28027
Phone: 407-656-3030	Phone: 813-630-0303	Phone: 239-433-3030	Phone: 954-917-3030	Phone: 904-268-3030	Phone: 704-782-3032
Alabama A-0457	Florida EF20001320	Georgia LVA205941	North Carolina 29611-SP-FA/LV	South Carolina FAC.3385 M	



Wayne Automatic Fire Sprinklers, Inc. FM
4683 Laredo Ave
Fort Myers, FL 33905-4924
USA

Please fax signed approval to (239) 433-3263.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified.

Payment will be made as outlined below.

Payment to be made as follows: NET 30

Visa and MasterCard accepted for payment.

Buyer:

(Print Name)

Buyer Signature:

Date:

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
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From: RUTH WEDSTER weds79@aol.com
 Subject: South Fountain HP
 Date: Aug 30, 2021 at 10:48:46 AM
 To: office@flfountains.com
 Cc: JOYCE JAGER jjjager@aol.com



Florida Fountains & Equipment, LLC
 17252 Alico Center Rd. Ste 2
 Fort Myers, FL 33967
 (239) 567-3030

Proposal

Date	Estimate #
8/28/2021	2021-3073

Name / Address
Heritage Pointe 4810 Pointe Club Drive Ft. Myers, FL 33908

Notes	Project
	South Fountain

Description	Qty	Rate	Total
<p>This proposal is to Heritage Pointe for the purchase and installation of 250' of new submersible pump cable for the Southern Fountain.</p> <p>Our techs were onsite 8/25/21 to perform a 5hp pump & motor change. Once the job was done, the tech began to test the fountain. He could not get it to run continuously. After more tests and troubleshooting, the technician inspected the cable hand-over-hand from the fountain to the control panel. This is when he discovered multiple splices in the cable connecting different lengths and types of submersible cable. When the splices were cut and inspected closer, water came out of the cable. The several segments of cable were tested and the majority failed.</p> <p>Proposal is to remove the old cable and run 250' of brand new heavy duty double jacketed submersible #8 cable.</p> <p># 3 WG Flat Heavy Duty Double Jacketed Submersible Pump Cable</p> <p>Labor to perform described work @ \$129.00/hr</p> <p>If approved, please sign and return to Sean at office@flfountains.com</p> <p><i>Ruth Wedster</i> 08/30/21</p> <p>Sign & Date</p>			
	250	3.25	812.50
	1	129.00	129.00
		6.50%	52.81
<p>We look forward to working with you!</p>			<p>Total 994.31</p>