

**CONTRACT MODIFICATION NO. 02**  
**BETWEEN THE UNIVERSITY of MARY WASHINGTON and MILLENNIUM POOLS & SPAS, LLC**  
**May 3, 2024**

In accordance with the terms and conditions of the original Contract, UCPUMW 24-1682 “Changes to the Contract,” the following modifications have been mutually agreed upon, and will take effect after full execution of this document by both parties.

Relative to the general scope of the above referenced contract, the University of Mary Washington hereby modifies the contract as follows:

The purpose of this modification is to incorporate into contract UCPUMW 24-1682 repairs to be completed to the University’s Goolrick swimming pool and associated area. In accordance with Contractor’s quotation dated May 3, 2024, included herein as Attachment 1, the total not-to-exceed price for the repairs is \$1,113,650.30.

The scope of the repair requirements are as follows:

- Contractor shall commence work on the project upon receipt of this modification signed by both parties (herein known as the “Modification”), with a purchase order to follow.
- Millennium shall complete the repairs that restrict pool use, as listed in Table 2, by September 1, 2024. Repairs not critical to pool use shall be completed by September 30, 2024.
- A proposed project schedule that identifies the start and end date of each repair and the critical path for the overall project shall be submitted to UMW for review and approval within ten (10) days after receipt of the Modification.
  - Contactor shall identify and report to UMW any potential schedule delays as they are known to Contractor.
- Contractor shall submit a Schedule of Values within fifteen (15) days after Contractor’s receipt of the Modification.
- On or before June 15, 2024, Contractor shall provide UMW with a final assessment of meeting the completion date of the repairs that restrict pool usage by the deadline of September 1, 2024, and also the repairs that do not restrict usage that can be completed by September 30, 2024. If it is determined that all repairs restricting pool usage cannot be completed by September 1<sup>st</sup>, an adjustment to the project scope may be warranted.
- Millennium will have access to the pool area Monday through Friday from 7:30 a.m. until 5:00 p.m., and will notify the University when workers plan to be on site.
- Weekly Status Review Meetings shall be scheduled with representatives of Contractor and UMW in attendance to review progress against the schedule for each repair.
- An Operations manual with warranty information for parts and labor shall be provided to the University upon completion of repairs.

- Invoices shall be submitted monthly and shall specify the amount invoiced per line item No. and description as identified in Table 1 below. The invoiced amount shall be based on a percent completion for each line item, which shall also be specified on the invoice.

**Table 1. Line Items for Invoicing**

Item No.	Description	Amount
1	Mobilization (30%)	\$334,095.09
2	Demo completion (30%)	\$334,095.09
3	Tile leveling & mortar bed completion (20%)	\$222,730.06
4	Tile Installation completion (10%)	\$111,365.03
5	Drain flush completion (10%)	111,365.03
	Total (100%)	<b>\$1,113,650.30</b>

- Final payment, to Contractor, of each line item as described in Table 1 shall be based on UMW formal written acceptance that all work was successfully completed.
- Contractor shall maintain a floater insurance policy, equivalent to a minimum of \$1,200,000 plus the value of any change orders issued. A certificate of insurance shall be submitted to the UMW Contract Officer prior to the commencement of work to confirm the coverage with the University of Mary Washington named as an additional insured.

**Table 2. Required Repairs**

Line Item No.	Repair Description
1 Permit not Required	<ul style="list-style-type: none"> <li>• Deck repair/replacement               <ul style="list-style-type: none"> <li>○ Removal of deck tile</li> <li>○ Leveling/Sloping</li> <li>○ Waterproofing</li> <li>○ Re-tiling</li> <li>○ Replace/Add depth markers + No Diving (#10)</li> </ul> </li> </ul>
2 Permit Required	<ul style="list-style-type: none"> <li>• Install ADA chair lift               <ul style="list-style-type: none"> <li>○ Refer to design drawings</li> </ul> </li> </ul>
3 Permit not Required	<ul style="list-style-type: none"> <li>• Examine Grab Rails               <ul style="list-style-type: none"> <li>○ Determine the anchor condition and provide an assessment to UMW of the need to replace</li> </ul> </li> </ul>
3a Permit not Required	<ul style="list-style-type: none"> <li>• Optional: Repair or replacement of Grab rails based on results of assessment.</li> </ul>
4	<ul style="list-style-type: none"> <li>○ Repair pool grout as needed</li> </ul>

Permit not Required	
5 Permit not Required	<ul style="list-style-type: none"> <li>• Removal and Replacement of 16 perimeter overflow drain covers and bodies</li> </ul>
6 Permit not Required	<ul style="list-style-type: none"> <li>• Removal and Replacement of 12 return inlets</li> </ul>
7 Permit Required	<ul style="list-style-type: none"> <li>• Removal and Replacement of the main drain system and all of its components into pump room (#7) <ul style="list-style-type: none"> <li>○ Inc. purchase of an approved main drain sumps and covers</li> </ul> </li> </ul>
8 Permit Not Required	<ul style="list-style-type: none"> <li>• Removal of 2, 8.5" underwater speakers (#8) <ul style="list-style-type: none"> <li>○ Includes the filling and re-tile</li> </ul> </li> </ul>
9 Permit Not Required	<ul style="list-style-type: none"> <li>• Removal of 15, 11" underwater pool lights (#8) <ul style="list-style-type: none"> <li>○ Includes the filling and re-tile</li> </ul> </li> </ul>
10 Permit Not Required	<ul style="list-style-type: none"> <li>• Rust Spot Repair (#9) <ul style="list-style-type: none"> <li>○ Remove tile/concrete</li> <li>○ Grind &amp; chemically seal rebar</li> <li>○ Repair affected area w/concrete &amp; tile</li> </ul> </li> </ul>
11 Permit Not Required	<ul style="list-style-type: none"> <li>• Re-routing Surge Tank Vent Piping <ul style="list-style-type: none"> <li>○ To a location outside, 3ft above the pool water level</li> </ul> </li> </ul>
12 Permit Required	<ul style="list-style-type: none"> <li>• Waste line replacement/redesign <ul style="list-style-type: none"> <li>○ Create a 6" air gap between waste &amp; sanitary</li> <li>○ Expand the sanitary line to 8"</li> </ul> <p>Included in design drawings, re-design suggestion should be communicated as quickly as possible.</p> </li> </ul>
13	<ul style="list-style-type: none"> <li>• Mechanical room floor drainage removal and replacement <ul style="list-style-type: none"> <li>○ Refer to design drawings</li> </ul> </li> </ul>

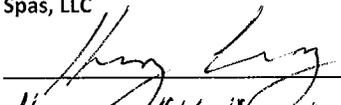
Permit Required	
14  Permit Not Required	<ul style="list-style-type: none"> <li>• Replace Pressure Gauges on Neptune Benson SHFFG Pool Filters <ul style="list-style-type: none"> <li>○ Model: (2)4848SHFFGSD-6</li> </ul> </li> </ul>
15  Permit Not Required	<ul style="list-style-type: none"> <li>• Replace worn BECSys5 tubing &amp; Co2 supply tubing <ul style="list-style-type: none"> <li>○ Can coordinate with Kyle for further information</li> </ul> </li> </ul>
16  Permit Required	<ul style="list-style-type: none"> <li>• Removal and Replacement of mechanical room exhaust system <ul style="list-style-type: none"> <li>○ Refer to design drawings</li> </ul> </li> </ul>
16a  N/A	<ul style="list-style-type: none"> <li>• Electrical Inspection of bonding &amp; HVAC connection.</li> </ul>
17  Permit Not Required	<ul style="list-style-type: none"> <li>• Retile Pool Perimeter &amp; Gutter</li> </ul>
18  Permit Not Required	<ul style="list-style-type: none"> <li>• Clean &amp; Paint Steel Deck Supports</li> </ul>

**All other terms and conditions of the original contract referenced above shall remain in force.**

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

**CONTRACTOR**

Millennium Pools & Spas, LLC

Signature: 

Name (Printed): Henry D. "Kirk" Lavery

Title: General Manager

Email: KLavery@millenniumpool.com

Phone: 571-274-6024

Date: 5/6/24

**AGENCY**

University of Mary Washington

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

Name (Printed): Craig Erwin

Vice President for Administration & Finance

Title: CFO

Date: 05/06/2024



5558 Port Royal Road • Springfield, VA 22151 • Phone: 703-939-5062

University of Mary Washington  
Job Address:  
1301 College Ave Goolrick Hall  
Fredericksburg, VA 22401

**Print Date:** 5-3-2024

## Proposal for University of Mary Washington - Pool & Deck Renovation - Fall 2024 - rev. 5/3/2024

This proposal has been prepared for you by the Millennium Pools and Spas team.  
We are always here to help with any questions or anything you need before, during, and after any project!

Estimated project start: TBD

Estimated project duration: 5 months

Note: Start date is subject to change based on weather, materials/parts lead times, crew availability or other factors.

Note: All drawings, permits & certifications by owner

Note: MPS provides basic job site cleaning. Final cleaning by owner.

This Proposal:

- Includes all work outlined in Project Scope detailed below.
- Includes all items for safety or function as required by the local code.
- One (1) year warranty from date of substantial completion.
- Work site completion to be rough grade over excavated areas with straw and seed.
- Final invoice due at substantial completion (Pool Ready to Fill)

Items	Description	Qty/ Unit	Price
Project Summary	MPS to demo, level, install waterproofing & retile pool deck. MPS to retile pool perimeter/gutter. MPS to regrout pool tile. MPS to flush & descale existing floor drain lines. MPS to remove & replace gutter & return fixtures, remove & fill lights & speakers. MPS to remove & replace main drain sumps & pipe. MPS to examine grab rails, install owner supplied ADA lift. MPS to repair rebar bleedthrough areas in pool. MPS to reconfigure backwash line. MPS to replace chem feed tubing, filter pressure gauges. MPS to replace mechanical room exhaust.	1	\$0.00
Retile & Level Pool Deck	<p>3,800 SF - Daltile Keystone Desert Grey Speckle 400 FT perimeter - Daltile Keystone 6" Waterfall w/ quarter round.</p> <p>We will demo, remove &amp; dispose of existing pool deck tile, chip out &amp; repair loose or damaged underlying mud bed, level &amp; retile the pool deck using Keraflex, Kerapoxy, Planislope products &amp; 2x2" tile &amp; the perimeter base tile with 6x6" ceramic tile.</p> <p>NOTE: Pricing based on Dal Tile base color group. Alt. tile selection may involve added cost. NOTE: No structural waterproofing included. NOTE: Up to 3/4" mud bed replacement included.</p>	1	\$280,916.48
Waterproofing	<p>Install Tremco Dymonic 100 urethane detailing sealant at inside corners, vertical upturns, penetration, and drains.</p> <p>Roller and brush apply Tremco Vulkem 191 Primer at cleaned and prepared concrete surfaces as per manufacturer's recommendations.</p> <p>Apply Tremco Vulkem 350NF at the approximate rate of 25-40 square feet per gallon to yield 40-60 wet mils thick to the entire area as per manufacturer's recommendations.</p> <p>After cured, apply mixed Tremco Epoxy Primer with a medium nap roller at approximately 10-12 mils thickness (approximately 133-160 square feet per gallon).</p> <p>Immediately following the application of the Tremco Epoxy Primer broadcast to refusal the material with 30 to 40 mesh diameter silica sand.</p> <p>Allow this to fully cure overnight during ideal ambient temperatures and relative humidity. Prior to proceeding with the tile application sweep or blow off any excess sand.</p> <p>Work comes complete with Tremco standard warranty and Raintree Services, Inc.'s one (1) year workmanship warranty. *Note: If any future leakage is due to construction and damages overtop of our waterproofing system after demobilization, workmanship warranty will be voided.</p> <p>NOTE: Any desired testing to be done by others. return visits will require additional charges. NOTE: Option to upgrade to Vulkem EWS w/ PUMA Technology - \$234,416</p>	1	\$148,590.00
Retile Pool Perimeter & Gutter	<p>Demo perimeter &amp; inside gutter tile, approximately 490 sf, with Keraflex &amp; Kerapoxy products &amp; 1x1in tile. Include black tile indicator at 15 yard mark.</p> <p>NOTE: Assumes mud bed is sound &amp; no waterproofing or buildup needed.</p>	1	\$19,909.02
Install ADA Lift	Install owner supplied ADA lift.	1	\$877.50
Examine Grab Rails	<p>Determine the anchor condition and provide an assessment to UMW of the need to replace.</p> <p>Price per set of grab rails to replace if needed - \$4,680</p>	1	\$292.50
Lights, Speakers Returns & Gutter Drop-outs	<p>Removal and Replacement of (16) perimeter overflow drain covers and bodies. Removal and Replacement of (12) return inlets. Removal of (2) 8.5" underwater speakers. Removal of (15) 11" underwater pool lights. Reconnect new return &amp; gutter penetration fittings to existing plumbing.</p> <p>Includes filling &amp; tile patching around affected areas.</p>	1	\$77,162.80

Items	Description	Qty/ Unit	Price
Remove & Replace Main Drain	Excavate existing drains & trench following existing pipe, excavate in pump room where existing pipe goes into floor, remove existing main drain plumbing & drain boxes, reset & install new plumbing & drain boxes. Pour concrete & connect to existing plumbing.	1	\$60,437.00
Rust spot/Rebar Repair	Rust Spot Repair - approx. 100 sf. Remove tile/concrete. Grind & chemically seal rebar. Repair affected area w/concrete & tile.	1	\$7,962.50
Re-route Surge Tank Vent Piping	Reroute existing surge tank vent to location above water level on terrace.	1	\$7,345.00
Mechanical Room Floor Drain & Backwash Line	Mechanical room floor drainage removal and replacement. Replace existing backwash line & create a 6" air gap between waste & sanitary. Expand the sanitary line to 8".	1	\$88,400.00
Replace Filter Tank Pressure Gauges	Replace Pressure Gauges on Neptune Benson SHFFG Pool Filters  Model: (2) 4848SHFFGSD-6	1	\$370.50
Replace BecSys5 Poly Tubing	Replace worn BECSys5 tubing & Co2 supply tubing.	1	\$650.00
Mechanical Room Exhaust System - Remove & Replace	We shall provide and install a new In-line ducted exhaust fan tagged as EF-11 as specified in the above listed Mechanical drawings. The exhaust fan will have a speed control knob mounted on the exhaust fan motor. We have included the installation of new Vibration Isolators as part of the new exhaust fan hanging support system. (The estimated and approximate Lead Time of this exhaust fan is 9 weeks from order date).  <ul style="list-style-type: none"> <li>• We shall provide and install all ducting and exhaust grilles as specified in the mechanical drawings listed above. All exhaust ducting will be aluminum sheet metal and all exhaust air grilles will be 14" x 6" Fixed bar aluminum grilles that are white in color and with opposed blade dampers.</li> <li>• We shall provide and install a 36" x 18" fire Damper as specified in the mechanical drawings listed above.</li> <li>• We shall provide for an Independent Air Balance company to provide air balancing for the exhaust system based on the mechanical drawings listed above.</li> <li>• We shall reutilize the existing exterior exhaust air louver and connect the new exhaust ducting to the existing exterior exhaust louver. We will provide all caulking and re-sealing required to re-secure the existing exterior exhaust air louver grille to the existing masonry wall.</li> <li>• Provide and install new uni-strut and all-thread rod as required to install the new exhaust ducting.</li> <li>• Provide and install new uni-strut and all-thread rod as required to support the existing piping that is located directly above the existing exhaust air ducting in the basement. The purpose of this new uni-strut and all-thread installation is to address replacement of the existing pipe hangers that are more easily accessible after the existing exhaust air ducting has been removed.</li> </ul> <p>The new uni-strut and all-thread rod included in the scope and cost of this proposal is limited to one section of piping located above the exhaust ducting in the basement and does not include any other piping within this basement area. The estimated length of piping located above the existing exhaust ducting is approximately 50 feet in length. The intent of this is to address corrosion on the existing pipe hangers that are not easily accessible for replacement after the exhaust ducting is installed.</p>	1	\$128,440.00
Electrical	Inspect bonding & HVAC connection.  \$2,600 per day licensed electrician - labor only.	2	\$5,200.00
Clean & Paint Steel Supports	Clean & paint steel support at underside edge of pool.	1	\$12,350.00
Performance Bond	3% Performance bond.	1	\$32,247.00
Builder's Risk Insurance	Project Specific Insurance Coverage with a limit of \$1.2mm.  \$10,000 AOP deductible applies; \$25,000 Water damage deductible.  No Flood or Quake provided.	1	\$6,500.00

Items	Description	Qty/ Unit	Price
Jobsite Management & Supervision & Disposables, Site Equipment and Setup, Tear Down/Clean Up, Zone charge.	Jobsite Management & Supervision Disposables, Site Equipment and Setup, Tear Down/Clean Up, Zone charge.	1	\$236,000.00

Total Price: \$1,113,650.30

**Add Alt Items - Available at additional cost**

- Add layer of Basecrete waterproofing before beneath new floor tile.
- Add regrouting of pool tile.
- Add replacement of drain covers.

**HVAC Exclusions**

- The owner shall provide for an Electrician to install all line voltage and control wiring to the new exhaust fan.
- All Line Voltage Electrical performed by others.
- The HOA fan disconnect switch will be provided and installed by others.
- All control wiring will be the responsibility of others.
- All electrical disconnects will be provided and installed by others.
- All Structural Engineering Requirements shall be the responsibility of others.

**Payment Schedule**

- 30% Mobilization
- 30% Demo completion
- 20% Tile leveling & mortar bed completion
- 10% Tile install completion
- 10% Drain flush completion

**NOTES:**

- Prices are for payment made by ACH, Credit Cards accepted with 3% convenience fee.
- Warranty begins at substantial completion. Any warranty work is to be done after final payment is made.
- Change Orders billed separately.
- Pricing Valid for 30 days.
- Need financing? - <https://www.lightstream.com/swimming-pool-financing>

**Notes & Exclusions**

- MPS does not accept responsibility for liquidated damages due to the nature of swimming pool contracting.
- This proposal shall serve as an addendum to any contract for work signed to be done based on the prices provided in this proposal.
- Trade and Specialty work and permits not included unless specifically mentioned (Plumbing Fresh/Sewage/Storm/Gas/Propane, Electrical, HVAC, Drainage Systems, ETC)

- Fill water cost is responsibility of owner under all circumstances.
- Owner is responsible for additional permit or grading plan if required. Millennium will assist with process.
- Engineering of foundations and sub-bases not included.
- Core drilling not included unless specifically mentioned, we do not include GPR costs unless specifically mentioned.
- Stamped engineer drawings included.
- Cost of Permits, Fees, bonds, or special testing not included unless specifically mentioned.
- Surveys, benchmarks or elevations not included.
- Dewatering of work area not included.
- Any additional backfill or soil removal required outside of scope not included.
- Limited access, not cleared work-site, or distances greater than 150ft from parked truck to work site may require change-order. Hoisting not included.
- Buyer is responsible for any taxes.
- All items not listed within this proposal will require a change-order.
- Insulation of pipes and fire proofing of penetrations not included.
- Start-Up and Winterization is generally not included unless specified otherwise.
- Submerged pool finishes are hand applied and subject to weather conditions. Variance in color and texture is standard and not covered by warranty.
- Bonding conditions may require additional attention, it is responsibility of owner/G.C. to verify and address unless otherwise specified.
- Marking of private utilities (on-site utilities) is the responsibility of property owner; MPS not responsible if private utility damaged unless marked by owner.
- Crack and Structural damage found after beginning of work will require change-order for repair. Crack repair cannot be guaranteed if ground movement is suspected due to likelihood of another shift causing cracking.
- Filling of pool not included (fill water provided by owner in all circumstances, to include set-up & monitoring of fill; MPS may help with scheduling).
- Shrinkage cracks in concrete and crazing in plaster is common condition and not considered a defect.
- Ground movement damage is not preventable by MPS and repair from damage due to this is not included.
- White streaking in colored finishes is not covered by warranty. We recommend when using quartz finishes a white base (blue bases exhibit the most white streaking).
- Pool finishes (plasters and tile) do not seal leaks, if these are suspected they must be addressed in a change-order.
- Pool equipment warranty with manufacturer and client responsible for any registrations.
- Stripping of existing pool finish recommended if more than 2 layers are currently on the shell and requires change-order. Original layer should usually be left if it is well bonded to original shell. No warranty on finishes when there are 3 layers, debonding occurs when more than 3 layers are on a shell.
- Standard rebar is #3 Grade 40 Uncoated used for structural and beam repair work.
- Coping may not be flush with existing deck. During renovation, we work to maintain the pool level. Decks are poured to match coping and shift over time which often results in a change in elevation after new coping is installed (match elevation of all new coping to the existing deck is usually impossible).
- Gunite is standard for pool shell material and brush finish poured for decks. Standard strength material is 3000psi; shotcrete or high strength concrete require change order as well as decorative and/or color finishes.
- Ventilation of indoor work areas and site protection (protective board, floor protection, etc.) is not included.
- Tiles or stones that come loose or break during a renovation are not covered by warranty, we can reset them, but client acknowledges loose tiles indicate setting bed has deteriorated and tile/coping line likely requires complete replace.
- If material costs increase by 5% or more by the time we start the project or need the materials we will provide documentation and a change-order will be due for the additional cost
- Test panels and samples not included unless specifically mentioned; change-order to provide test samples provided to client at request
- Typical work hours 7am-330pm Mon-Fri. No holidays or weekends. No overtime hours without change-order

**GC or Owner Authorization to Start Work, order material or begin drawing or permit process is considered approval of this contract. All terms and conditions set forth in this contract will apply.**

## **Terms & Conditions**

Millennium Pools (CONTRACTOR) will maintain a liability property damage insurance policy. It is expressly agreed and understood that the CONTRACTOR will not be liable or responsible to any person for loss, injury and/or damage sustained by said persons as a result of the use of the pool or its facilities, save and expecting that caused by the negligence of the CONTRACTOR or its employees. The CONTRACTOR is also exempt from liability due to hydrostatic conditions.

CONTRACTOR will not be liable for loss or damage of any kind attributable to delay caused by unexpected sub-surface conditions discovered during excavation, weather conditions, labor difficulties, accidents, acts of civil or military authorities, or other conditions or causes beyond CONTRACTOR'S control.

Unless otherwise provided in this contract, no sodding, seeding, fine grading, and/or landscaping, are to be provided by the CONTRACTOR. CONTRACTOR'S obligation, in that regard, consists of returning pool area to rough grade and cleaning site so that it is free of all debris and excess materials upon completion.

Warranty: Millennium Standard Warranty includes a 1-year warranty on all workmanship by MPS or its subcontractors from time of completion of work and is not in effect unless final bill paid in full.

Millennium Pools warrants that all materials used in completing the installation contracted for herein, will be made of high quality, that all work will be done in a competent and workmanlike manner, that any substantial defect appearing in the workmanship or materials within twelve (12) months of the completion thereof, will be repaired without notice thereof, within thirty days of discovery thereof. Materials, finishes, machinery and/or assembly units, fittings, accessories and other manufactured items purchased by CONTRACTOR for use in this installation, are subject only to the manufacturers guarantees, and the Owner agrees and understands that he shall rely only upon the warranty of such manufacturer. Pool Finish warranty refer to NPC Pool Finish Disclosure for pool finish expected variations, conditions, and what is covered by warranty <https://www.nptpool.com/PDF/npc-pool-interior-finish-disclosure.pdf>. Concrete warranty covers "Major Cracking" means cracks wider than 1/4 inch that: \*in total length, are more than 30% of the length of all of the joints in your exterior concrete; or in any parcel, the total length is more than 30% of the perimeter length of the panel. "Major Scaling and Spalling" means any substantial surface disintegration that occurs at the surface of the exterior concrete that covers more than: \*10% of the surface area of your exterior concrete; or \*25% of any panel of your driveway or other exterior concrete. "Major Pop out" means more than 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.

CONTRACTOR'S warranty does not include and CONTRACTOR will not be responsible for any damages resulting from, or caused by surface drainage, acts of God, or the draining or emptying of the pool, other than draining under the supervision and direction of the CONTRACTOR'S authorized representative. It is specifically agreed that no claims may be made, and no actions commenced upon this CONTRACTOR and any warranty arising, therefore, until CONTRACTOR has had a reasonable opportunity to substantially complete the work and until the contract price, including any extras, have been paid in full.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

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**Date:**

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**Print Name:**

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