Subject: Trinidad Spa Re-plaster

Date: Thursday, March 14, 2013 11:01:55 AM PT

From: Kevin Kostka

To: Ramona Acosta

Hi Ramona,

Here is the proposal and contract for the Re-plaster of the spa at Trinidad. Although we did nothing wrong with materials or workmanship on the original re-plaster, we want to make this offer that is beyond our warranty so that you can be confident that we will stand behind our work – sometimes even when things are beyond our control. Since the spa had several years of use, we think this is a fair discount for a replaster.

Please keep in mind, we are doing this work as a repair to the plaster. This means we are not going to pull permits. This will benefit your community in two ways. First, this will not become subject to the 30 day waiting period, and second, the spa will not need to be brought up to the new title 24 rules. If the process becomes halted by the County Health Department as a renovation instead of a repair, and they make it necessary for permits, there are a couple of extra costs involved. Just so you know, if this happens, the association will need to pay for permits (\$468) and for 2 new handrails (\$1,200). We consider this process a repair, but we will need to bill the association if the County Health department thinks otherwise. Please let me know if you have any questions. We can get you on the schedule as soon as we receive the signed contract back.

Thanks,

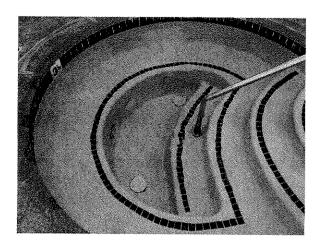
Kevin Kostka Alan Smith Pools Commercial Division (714) 448-2410 (cell) (877) 607-6657 (office)



March 14, 2013

Dear Ramona.

Thank you for the privilege of providing you with a project price estimate for Trinidad at Talega.





Alan Smith Pools has been in business and an active member of the Southern California commercial community for over <u>30 years</u>. We have completed <u>thousands of commercial renovation projects</u> over the years for Developers, Builders, Property and Community Managers, and Apartment Owners.

We believe the true "Alan Smith Difference" is summarized by the following:

- We stand behind our work with the best Warranty in the industry
- We are fully licensed and insured
- We do all work "in-house" rarely do we use subcontractors
- Project Managers are assigned to each project from start to finish
- · Most of our crew members have been with us for over ten years
- Our office is staffed 4am to 6pm daily
- We are willing to review proposals at Community Board Meetings to provide clarification
- · We provide free estimates and facility audits

We are confident that you will be extremely pleased with your experience with our team of professionals during the project process as well as with the final project results. Please do not hesitate to give me a call if you have any questions about this price estimate or the project in general. Once again, thank you for the privilege of introducing our company to you and offering a proposal on your property's renovation project. Sincerely,

Kevin Kostka Commercial Sales Manager Alan Smith Pools



PROPOSAL AND CONTRACT

Date: March 14, 2013

To: Trinidad at Talega

Job Site

Mailing Address

38 Avenida Brio San Clemente, CA Attn: Ramona Acosta Accell Property Management 949-581-4988

	REPLASTER: SPA	PRICE	INITIAL
1.	Prepare spa for re-surface	Included	
2.	Strip plaster to gunite	included	
3.	Undercut waterline tile	Included	
4.	Apply 2-3 coats of finish plaster	1.750.00	
5.	Install new code compliant main drain covers	200.00	
6.	Apply 100% White Quartz finish with plaster matrix (add to line item #4)	560.00 350.00	
7.	Install non-slip trim tile on steps and seats in spa		
8.	Install new flushmount eyeball fittings	250.00	
9.	1 container of stain inhibitor	80.00	
10.	Initial water treatment	250.00	
	Total	\$ 3,440.00	
	Discount	- 2,440.00	
	Grand Total	\$ 1,000.00	

Contract Terms and Conditions

Project Payment: Progress payments are required on all jobs. Payment in full is due upon completion of job. A service charge of 1.5% per month will be added to all invoices unpaid after 30 days.

Plaster: Alan Smith Pool Plastering, Inc. (ASPP) grants Customer a ten (10) year warranty against defective material or workmanship, i.e. plaster pop-off. However, due to circumstances which are beyond the control of ASPP, ASPP shall not guarantee or be responsible for any staining, discoloration of plaster, or the unevenness of the curing following completion. ASPP shall not be responsible for spot etching & calcium nodule formation. ASPP shall also not be responsible for earth movement or structural cracks in gunite or bond beam. Improper refill, maintenance or draining of the pool by Customer or his agents will void the guarantee stated above. ASPP shall also not be responsible for any defects which may arise due to Customer's failure to remove plaster dust following completion. The addition of Mica or Abalone Shell to pool finish is an extra cost.

Hydrostatic lift, spalling, and peeling: ASPP is not responsible for any damage due to hydrostatic lift (floating of a pool or spa) or the spalling (blistering) and peeling of soft plaster when and while the pool or spa is

drained. It may become necessary to drill holes in pool shell and plaster, and patch to avoid lifting in cases where hydrostatic pressure continues to occur.

Tile and Masonry: ASPP grants Customer a five (5) year warranty for all tile and masonry, and a one (1) year warranty for mastic and siltone. There is no guarantee against cracking, checking, settling, raising, or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling, here is no warranty for damages due to earth movement arising out of subsidence, shrinkage, earthquake, expansion, contraction, shaking, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land, soil, bedrock or earth from any cause whatsoever. To insure minimal amount of problems with the concrete and/or masonry, it is recommended that the Customer have a full soils report done, and submitted to a qualified engineer for their recommendations. Small hairline cracks are normal in concrete and shall not be cause for warranty.

cause for warranty.

Initial Water Treatment (IWT): IWT includes the addition of acid then bicarb, brush surface, install submergible pump to circulate water, balance pH, Total Alkalinity and Celcium Hardness. Note: no chlorine, conditioner or equipment work is covered in this phase.

Acid Washing: ASPP assumes no responsibility or liability for damages caused from, or as a result of, acid washing of cement products such as plaster, decking or tile or other related items contracted to be acid washed. Acid washing of pool, tile or related items consists of applying acid to areas being cleaned. However, due to penetration of stains or calcium build-up on areas to be cleaned, acid may not remove all stains or calcium build-up.

Pool support services: If it is necessary to drain a pool, spa or wader to perform services or work, ASPP assumes no responsibility for damages to the pool interior finish as a result of the pool being drained, such as, but not limited to, cracking of the plaster, popping, peeling, flaking, and etc.; and Customer agrees to hold ASPP harmless.

Drains and suction systems: This estimate is based on a visual inspection of your pool and/or spa area only. ASPP cannot be completely sure of the requirements related to the modification of your drain areas

without review of your pump operation and suction flow measurement. If, while working on your project, ASPP observes a condition related to your drains that would legally require additional work or modification to be compliant, ASPP will notify you immediately and an appropriate Change Order will be prepared, including related cost adjustments. ASPP will not, and cannot be required to perform work that will not meet federal and local legislative and building code requirements. If a formal inspection of your pump operation and suction flow pressure is desired, ASPP will perform a separate formal inspection for an additional fee.

Steps & Rails: This estimate is based on a visual inspection of your pump operation and suction flow pressure is desired, ASPP will perform a separate formal inspection for an additional fee.

Steps & Rails: This estimate is based on a visual inspection of your pool and/or spa area only. ASPP cannot be completely sure of the requirements related to the modification of your steps and rail areas without complete draining and physical measurement. After draining, while working on your project, if ASPP observes a condition related to your steps or rails that would legally require additional work or modification to be compliant, or if a country or local inspector should require additional modification. ASPP will not, and cannot be required to perform work that does not and will not meet federal, state, county and local legislative and building code requirements.

Lights and new light installation: Your light(s) may be damaged if turned on when the pool is drained. Please understand we will need to remove your light(s) from the pool and place them on the deck. If the filament in the builb is weak, this action could cause the builb to burn out. Also, because your pool will be drained, the gasket on your light (and dry out. This can cause water to seep into the light once the pool is filled. ASPP

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will not be responsible for failure of pool light(s) for any reason other than direct negligence (please see CUSTOMER ACKNOWLEDGEMENT OF LIABILITY - Re-Installation of Existing Lights). If the length of the cord on your light does not allow us to place the light(s) on any reason when that uncernegative (phease see Gost Owich Academic to Proposition - Committee and the light(s) of the pool does, it may be necessary to replace the light(s), regardless of whether you have signed the waiver of responsibility, as the light(s) will not be servicable once the pool is filled. If the junction box for your light(s) is in the pool deck, or is not at least 12' above the maximum water level, we CANNOT replace your pool light(s) in the resisting configuration and a Change Order will need to be processed for the additional electrical work necessary at additional cost to you the Customer. If we are contracted to replace your lights an additional cost will apply if any electrical work necessary.

Plumbing & Electrical: Due to the fact that underground plumbing, gas, and electrical wiring, conduit, and pipes cannot be seen by ASPP Estimators at the time of reviewing your project and preparing an estimate, we are unable to determine their current quality and condition. Age, adverse soil conditions, and changes in applicable safety and building codes can all cause additional modifications or replacement to existing wiring, conduit, or piping which could not be detected at the time of estimate. If we determine that additional modifications and/or replacement of wiring, conduit or plumbing will be required once a job has started, we will contail, or parily what bound not be detected at the time of estimate. If we determine that additional information repracement or wrings, contain or purmoning win oe required once a job has started, we will notify you, the customer, immediately and prepare a project Change Order. The Change Order will define the scope of the additional work required, and the cost associated with these changes. Customer acknowledges that it would be very difficult for ASP to know whether existing Backwash, Filter and P-Trap plumbing lines are correctly installed to the sewer lines, and therefore ASP assumes existing backwash lines, filter lines, and P-Trap plumbing lines are correctly installed to the sewer line and in compliance with local Building Code requirements. Any required adjustments or modifications, and their related costs, to the backwash, filter or P-Trap plumbing lines due to non-compliance to the building code or required by an inspector at time of inspection for sign-off, will be the responsibility of the Customer. Equipment: All equipment warranties will be subject to the manufacturers stated warranty terms.

Deck Coating: A two (2) year warranty against defective material and workmanship (ie: bond failure – including chipping, fleking, or peeling of application) exists. Drainage improvement is not guaranteed. Conditions not determinable until existing covering has been removed (ie: concrete failure, painted surface, cracks, drainage, joint treatment, and similar conditions) are not included in the price unless specifically identified and included in contract, and will be charged for in a Change Order when a determination of the additional cost is known. ASPP does not warranty stains caused by fertilizers and chemicals in soil from existing pots or planters on deck. ASPP's sole obligation shall be to replace material application if found to be defective. ASPP is not liable for any loss, direct or consequential resulting from the use of these products. ASPP shall not be responsible for damage to deck or deck coating due to earth movement or structural cracks. If rust spots exist, we will remove surface spots at installation, but we cannot guarantee that the rust spots will not come back since they are based in the existing concrete. We recommend that these sections with rust be removed and replaced

Barbecues, Fireplaces and Fire Pits: Running a new gas line, or modifying an existing gas line, is not included in the cost of a barbecue, fireplace, or fire pit unless specifically noted, and would be an additional cost. If a crane is determined to be necessary either prior to delivery or after delivery this will be at a separate cost and contracted for directly between the Customer and the crane company

Rockscapes and Rock Painting: Please see the additional Rockscape and Rock Painting Warranty Addendum for all warranties related to rock work. Fencing: Subcontractor and/or ASPP will not be responsible for any damage created under ground when coring the footings for the fencing and gates (ie: damaged pipes, drainage, tubes or irrigation, etc.). A limited

two (2) year warranty exists for fence material and paint. Any damage done to fence by regular watering by sprinkler systems, damage caused by weed wackers and edgers, or foliage growing around the posts damaging the paint, is excluded from the warranty. Plans and permits: Unless specifically stated, price does not include the cost of obtaining plans, permits, and other related miscellaneous fees which will be billed directly to Customer for reimbursement

Requirements and costs for permits are different in the various cities and counties and are subject to change without notice.

Personal Property: While ASPP staff will exercise special care to protect your home and personal assets during this project, customers are requested to remove all furniture and other personal property of related

Personal Property: White ASPP statt will exercise special care to protect your nome and personal assets during this project, customers are requested to remove the natural and other personal property of related nature from the anticipated area of re-plastering and remodeling prior to ASPP beginning work on your project to avoid any potential of unexpected damage.

General Provisions: ASPP does not provide for fencing or the installation of dry wells or other waste or disposal facilities unless expressly stated in contract. ASPP shall not be responsible for delays or damages due to strikes, weather, soil or sub-soil conditions or other causes beyond ASPP's reasonable control. This estimate is good for thirty (30) days. ARBITRATION OF DISPUTES: THE PARTIES AGREE TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT BY BINDING ARBITRATION BEFORE JUDICAL ARBITRATION AND MEDIATION SERVICES IN ORANGE, CALIFORNIA. ANY ARBITRATION HEARING.

ANY ARBITRATION OF DISPUTES THE DECOMEDY AND THE DECOMEDY. SHALL BE HELD NOT MORE THAN SIXTY DAYS AFTER EITHER PARTY FILES A DEMAND, THE PARTIES SHALL NOT BE ENTITLED TO ANY DISCOVERY, AND THE PREVAILING PARTY SHALL BE AWARDED ATTORNEY FEES AND COSTS. CONTRACTORS are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA

> Respectfully submitted by, State License No. 571196

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I/we agree to pay the amount mentioned in said proposal, and according to the terms thereof.

SIGNATURE		DATE
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Understanding Your Estimate

The first section of the estimate lists the services in the renovation that are made necessary either by standard procedure, or by the local health department code. The second section, titled "Recommended Options", lists optional services that will greatly enhance the renovation either by upgrading to superior materials, replacing worn items that could use replacement, repairing items that could cause future damage if left alone, or areas that caught the eye of the estimator that are listed for your consideration.

POOL AND/OR SPA REFINISHING

- 1) Prepare pool and spa for resurface There are a few steps involved in the preparation for a pool to be resurfaced. Access to the pool area as well as the equipment room is necessary.
 - a) Drain pool and spa to a sewer line usually located in the equipment room, but if there is no obvious available sewer line, we would appreciate help in locating one.
 - b) Turn off pool and spa equipment including lights.
 - c) Secure the area with our locks, chains and "pool closed" signs.
 - d) Move and/or cover furniture.
- 2) Strip plaster to gunite To prepare a surface for re-plaster requires taking the existing plaster surface off, and exposing most of the underlying gunite. It leaves a very uneven sub-surface that will give the final re-surface varying areas of thickness. The stripping process may also expose "rebound" conditions that may not be detectable at the time of the pool estimate.
- 3) Undercut waterline tile This is a necessary process unless the pool will be re-tiled and the plaster stripped to gunite. A saw is used to cut the 227 West Carleton Avenue · Orange, California 92867 · Phone (714) 628-9494 · Fax (714) 628-9656 · www.alansmithpools.com

surface directly under the waterline tile, and the existing plaster is chipped out and feathered down about 1-2 feet below the cut. This process is used to give an even appearance up the wall of the pool if the sandblast/Multicoat preparation will be used, or if the waterline tile is to be saved.

- 4) Apply 2 coats of finish plaster The first coat is the scratch coat providing adhesion to the substrate and leveling of the surface. The second coat, or finish coat, provides a consistent thickness and look to your pool. The combined thickness of the two coats should range from ½ to ¾ inches.
 - a) Repair rebound in steps, benches and pool floors Rebound gunite as defined by the National Plasterers Council Technician Manual is "the portion of material that is deflected and does not adhere to the shell of the pool or spa during the application of gunite or shotcrete...this material is considered "dead" or no longer useable and should be removed from the pool and spa shell". Unfortunately, rather than discarding this material, many pool builders and gunite contractors re-use "Rebound" material to form steps, spa benches and occasionally pool floors in the construction of swimming pools and spas. If this substandard construction practice was used on your swimming pool and/or spa at the time of construction, this may cause delamination, hollow spots and pool surface cracking in the future, even after replastering. As a result, if "Rebound" material is identified when your swimming pool and spa is stripped for replastering, additional work will be required for removal and replacement of this substandard gunite material.
 - b) Adjust step height and depth The code requires that each step shall have the same dimensions with treads not less than 12 inches wide. In the case of a curved step, the tread will not be less than 18 inches wide, measured at the point of maximum curvature. Risers shall be uniform, not to exceed 12 inches in height. All of the steps must follow these rules with only a one inch tolerance. If the existing steps do not meet these requirements, they will have to be modified at time of replaster. The measurement of the tread height and width is difficult while the pool or spa is full, and may not be able to be detected at the time of original estimate. During a pre-plaster inspection, the county health inspector may flag any steps that were configured incorrectly when originally constructed, leading to extra labor and cost for step modification at the time of replaster.
- 5) Install new code compliant main drain covers The Virginia Graeme Baker law makes it necessary to replace all drain covers and their frames during the re-surfacing of a pool. A part of the code compliant cover is set in the new plaster surface, and cannot be saved during the preparation process. Since there is an expiration date stamped into every compliant cover, the date of the pool renovation will mark the beginning of the new period before the covers will need to be replaced (usually 5 years).
- 6) Install non-slip break-line tile at the 4 ½ foot depth in pool The code states that break-line tile is "a straight line of slip-resistant tile, 4" wide of contrasting color across the bottom of the pool where the water depth is 4 ½'. Exception: Pools having a maximum depth of 5' or less shall not be required to have a depth marking line." It should also be noted that plain black or blue are the only colors accepted.
- 7) **Install new set of wallsteps in pool** These are set in the plaster, and found in the deep end of the pool. There is a set of grabrails attached to the deck above them. There are three plastic insert steps to a set. These always have to be replaced during a re-surface, as they will be broken during the preparation process. In cases where there is a stainless steel ladder secured in the deck, this will only apply if it is to be replaced.
- 8) Install new three-bend handrail This pertains to the rails that are in the shallow end of the pool, and are above the entrance into the pool and spa. County Health code has a few requirements on handrails.
 - a) Condition The rail must be in good condition, free of corrosion or rust that would either cause injury, or impair the integrity or strength of the rail. It should also be secured so that it is not loose.
 - b) Configuration The configuration of a rail that is secured both in the deck and inside the pool should be a three-bend rail to conform to the angles of the deck and steps.
 - c) Elevation The rail will be 28" to 34" above the edge of the coping, and the edge of the steps in the pool and spa.
 - d) There will be a handrail above every set of steps in a pool. Also, there will be one handrail above every set of steps in a spa in which there are a total of 4 steps, and two handrails above every set of steps in a spa in which there are 3 steps.
- 9) Install 2 new rope rings There must be rings secured into the plaster at the 4 ½ foot depth line to receive a floating rope. Even if you do not use a floating rope, the rings must be placed as stated.
- 10) Permit fees for pool There are two different fees for a pool remodel one for pools that have more than 75,000 gallons, and one for pools with less.
- 11) Permit fees for spa There is a separate fee for other bodies of water, even if they are in the same pool area. This would also apply to waders.
- 12) Cost of obtaining permits This includes the inspection and drawing of required plans and associated paperwork and filing for the permit down at the Orange County Health Care Agency (OCHCA) office, and meeting the Health Inspector during pre-construction, and final inspections.
- 13) Apply 100% White Quartz finish This is a change to the line item above "Apply 2-3 coats of finish plaster." Traditional plaster uses marble sand mixed with cement. Marble sand is brilliant white, yet relatively soft sand that is more susceptible to degradation from pool water chemistry than the much harder quartz sand. It is important to note that if quartz is chosen, it is crucial to make sure it is a 100% quartz mixture. It is a common practice to use a 30% 60% marble to quartz ratio. Although this presents a cost savings, the weaker marble sand will be at risk in the mix, and will not perform up to the quartz standard. It has been our experience that a 100% quartz finish, along with plaster matrix will last about 100% longer than the marble finish.
- 14) Mix plaster matrix into plaster This is an additive to the cement portion of the plaster that along with the 100% quartz, will increase the life of the plaster finish up to 100%. The 100% quartz gives the mix a stronger, more chemical resistant sand, and the plaster matrix does the same for the cement portion of the mix. Additives in cementitious products are not new or uncommon, as they have been used for years in mortars and grouts. The 20% 25% increase in the plaster cost by adding 100% quartz and plaster matrix becomes of great value when considering the savings that will come with the surface lasting twice as long.
- 15) Re-tile waterline (up through group 4 tile) This is an option to replace the tile all around the pool/spa at the waterline. The price includes all tiles between groups 1-4. Groups 1-4 will include 90% of the pool tile selection. Glass tile, and custom tiles can be used, but are outside the 1-4 groups, and will be priced higher.
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- 16) Install non-slip trim tile on steps and seats This is an option that at this time is not a requirement, but could change for future renovations. This is a small line of non-slip tile at the outside edge of steps and seats that help bathers see their depths. This option also adds a decorative detail to the pool/spa.
- 17) Re-set loose coping around pool/spa This is necessary if the coping has become loose or hollow caused by pressure from the deck due to its expansion or movement. This procedure includes lifting the loose coping off of the bond beam, cleaning up the top of the bond beam and bottom of the coping, re-adhering the coping, and providing a proper expansion joint between the coping and deck. If the coping is loose or hollow, this option is very important to keep water from entering the cracks and creating further, and more costly damage to the bond beam and deck. Please note that replacing the mastic in the expansion joint is then necessary, and not provided in this line item.
- 18) Install new deck mastic around pool/spa This is an option that could prevent a pool area from having to go through expensive repairs in the future. This is the rubber-like material that fills in the expansion gap between the pool/spa coping and the deck. If there are cracks in this material, or it is missing, water will seep into the gap and will cause soil expansion or erosion that could lead to deck lifting, or pool cracking.
- 19) Install new flush mount eyeball fittings If your pool/spa currently has directional eyeball fittings on the returns or jets, the renovation will make it necessary to replace them, as they have to be removed during demolition. If your pool/spa does not currently have the directional eyeball fittings, it would be your choice to add them. If you do not have the fittings, the returns/jets would simply be flush pipes.
- 20) Install new light If your pool/spa light works prior to the renovation, it does not necessarily mean that it will function after the work is completed. The light is a watertight housing that has rubber gaskets. The lens connects to the housing with an O-ring between them and is fairly easily replaced if damaged. The cord, however, runs through the housing, and is watertight due to a rubber grommet that cannot be replaced. Any rubber material that is in contact with the harsh pool/spa environment for an extended period will become brittle. This brittle rubber will then tend to crack, when it is moved and dried during remodeling. A cracked grommet will allow water to enter the housing, and will short out the light. It is not a guarantee that this will happen, but depending on the age of the light, it is fairly common.
- 21) Container of stain inhibitor This is an additive to the water that is necessary when filling a pool/spa, especially with new plaster. This additive binds the metals that come with the tap water, and keeps them from staining the fresh plaster.
- 22) Initial water treatment This is an important step in re-surfacing the pool. The first week of a plasters life is the most important. It is crucial that certain steps be taken to allow the plaster to "cure" properly. This process can be done by a qualified pool service company, or by a plastering company that offers this service. It is common practice to clean the filter within the first month after the re-surfacing. This service is **not** included in our initial water treatment, but should be completed by the company that services the pool and its equipment.

REFERENCE LIST

Joseph Cross, Irvine Apartment Corporation, Irvine icross@irvinecompany.com

Vicki Keith, Paragon Equities, Long Beach v keith@paragonequities.net

David Bengtson, Seabreeze Property Management, Aliso Viejo dbengtson@seabreezemgmt.com

Fred Stone, Classic Property Management, Irvine f.stone@classicpropertymgmt.com

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KEY STAFF CONTACT

Commercial Sales Manager

Kevin Kostka

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Owner / Chairman of the Board

Alan Smith

President / CEO

Stephen Scherer

General Manager

Dave Huiberts

Scheduling / Project Coordination

Danny Garza

Customer Service & Support

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Project Manager

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Deck & Masonry Manager

Scott Raze

Plumbing & Electrical Manager

Patrick Jackson

(714) 353-8019

Administrative Support

Jennifer Ramirez

Human Resources

Dorothy Gulbro

CFO / Accounting

Teresa Smith

Note: Crews and Crew Supervisors for draining, sandblasting or stripping, tiling and plastering may vary due to actual start date and other scheduling issues.

Office Phone No.

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Website

www.alansmithpools.com