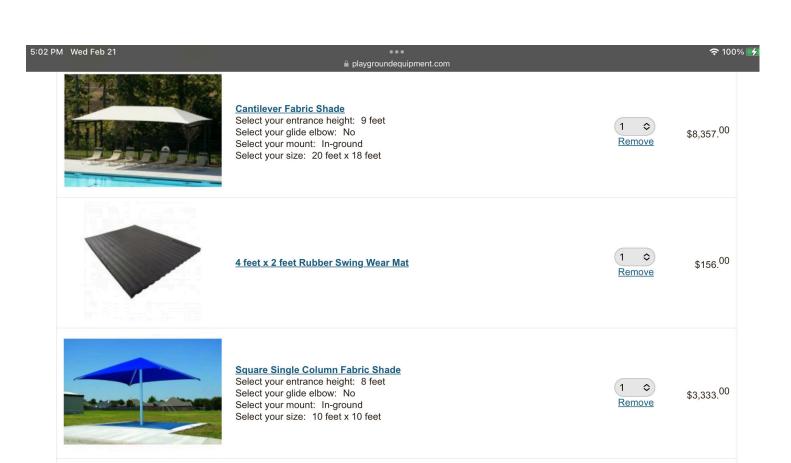
Agenda Bayshore Gardens Park & Recreation District House & Grounds Committee Meeting Monday; March 11, 2024, at 10:30 A.M.

- 1. Roll Call
- 2. Playground
- 3. Pool (Heating / Cooling)
- 4. Additional Items as Needed
- 5. Adjourn

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.



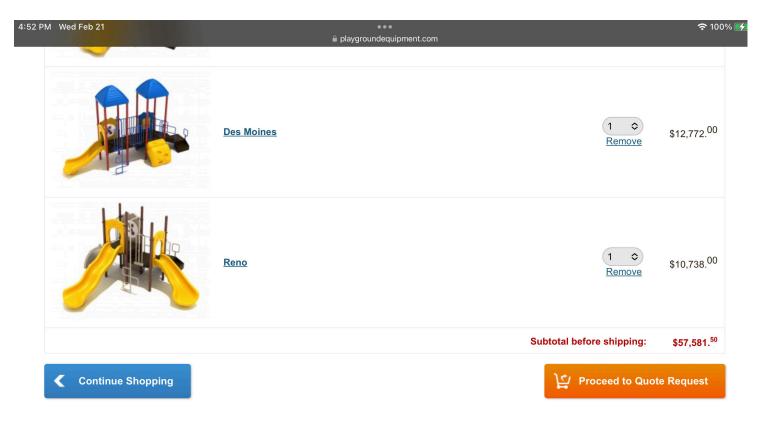


Round Portable Picnic Table with Diamond Pattern

Select your finish: Standard Select your options: 4 Seats

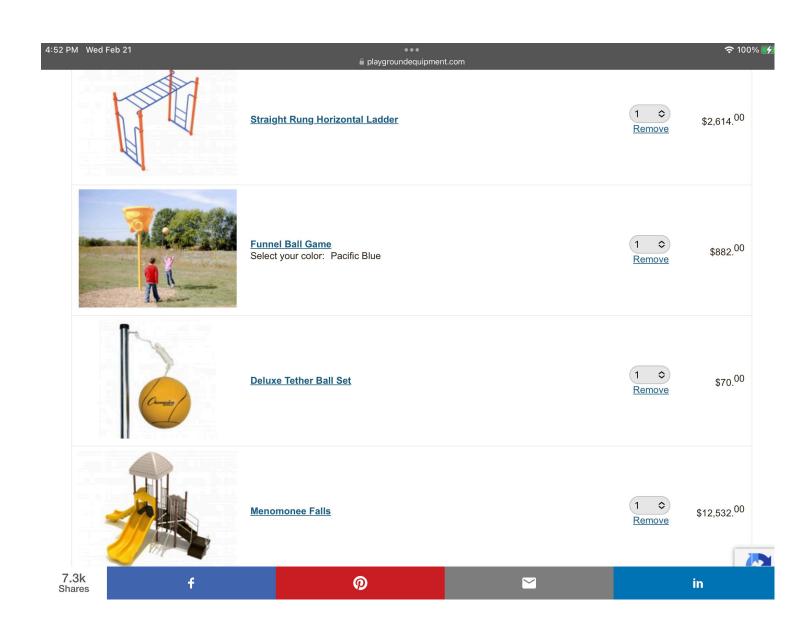
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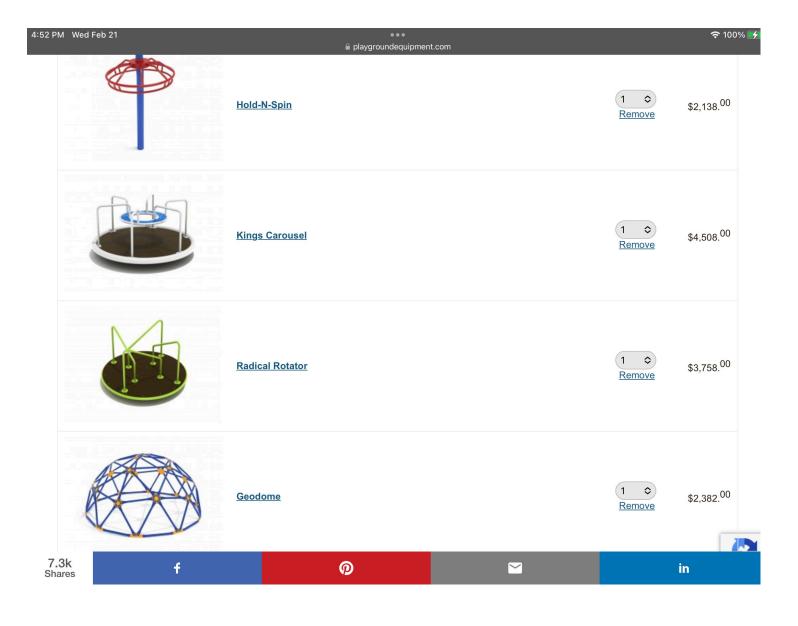
\$1,126.⁰⁰

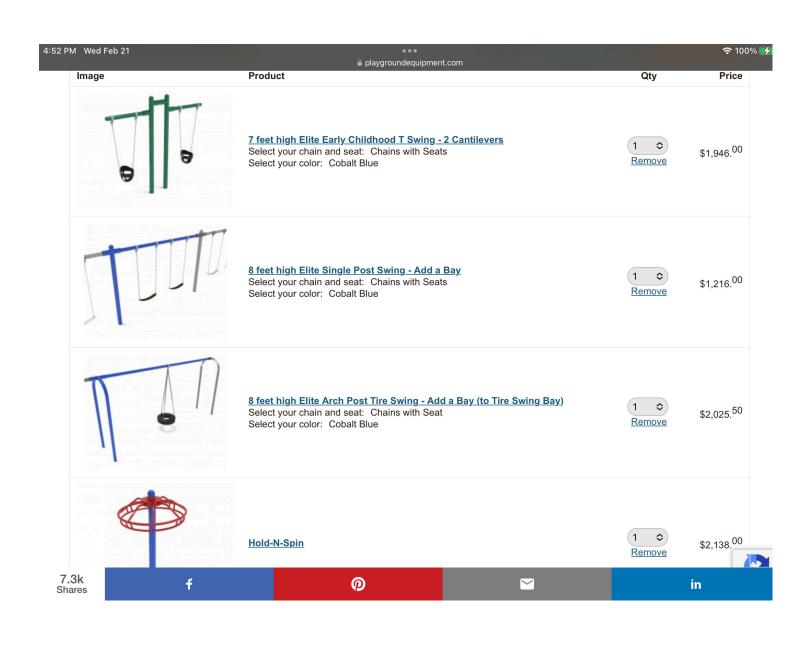


Questions About Buying











GeoThermal Comfort Solutions

"One Company, One Call, Complete Comfort!"

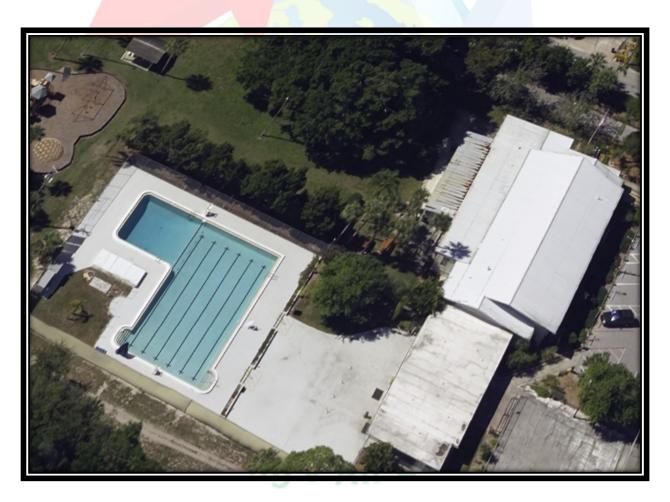
GEOTHERMAL POOL HEATING PROPOSAL

FOR

Bayshore Gardens

Rec Center

BRADENTON, FLORIDA



February 29, 2024

Bayshore Gardens Park & Recreation District Attention: Cori Howell 6919 26th Street West Bradenton, Florida 34207

Re: Proposal for 82°F Pool, Blanket at Night

Dear Mr. Howell:

Enclosed please find our submittal data and proposal to heat the pool at Bayshore Gardens Rec Center with the efficient Symbiont GeoThermal Pool Heating/Cooling System.

The SymbiontTM:

- like gas, is <u>unaffected</u> by outdoor air temperatures or sunshine
- costs approximately 56% less to operate than the heat pumps and gas
- pays for itself from savings in approximately 3.04 years
- has a 15-20 year serviceable life expectancy, with annual savings of over \$16,000 during its life-cycle
- is environmentally friendly; gas is not
- has the best geothermal warranty in the industry, i.e. 5-years labor, 7-years all parts on the Symbiont unit and Lifetime titanium parts on the condenser and evaporator heat exchangers. We are the factory-authorized service center for all SymbiontTM products.

Many associations are putting their gas budgets to work and getting something for that money instead of just burning it.

Also, note our commercial installation list and how often people have us work for them more than once.

Thank you for the opportunity to bid on your pool heating needs. For more information regarding our products and company, please visit our website at www.GeoThermalFlorida.com.

Sincerely, Symbiont Service Corp.

Patrick Morrose

Patrick Morse
Encl.



POOL/SPA HEATING SUBMITTAL DATA PROJECT:

Bayshore Gardens Recreation Center 6919 26th Street West Bradenton, Florida 34207



Proposal for 82°F Pool, No Blanket

PHOTOS AND DESCRIPTION OF YMCA POOL	1
HOW A SYMBIONT WORKS DIAGRAM	2
WELL DIAGRAM	3
PRELIMINARY NOTES	4
SAVINGS / PAYBACK RECAP	5
INSTALLATION PROPOSAL COPY	6
DESCRIPTION OF OPERATION AND SPECIFICATIONS	7
REFERENCES	ADD
SAMPLING OF OUR CUSTOMERS	ADD
CLIENT TESTIMONIALS	ADD

Symbiont Service Corp.

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YMCA of Venice

The Michael & Georgia Miller Family YMCA located at 701 Center Road in Venice features a 610,000 gallon swimming pool and a 3,000 gallon whirlpool spa.



The pool is heated and cooled to 82°F year-round by five (5) **Symbiont** Model PH-215-RV Geo-Thermal Heat Pumps extracting heat from a deep aquifer well installed on the property for this purpose. The spa is heated to a constant 104°F by two (2) **Symbiont** Model PH-090-T Geo-Thermal Heat Pumps, using pool water for the heat source.



Like any heat pump, the **Symbiont**TM uses a refrigerant vapor compression cycle to extract free heat from one place (in this case a deep aquifer water well) and deliver it to another (the swimming pool or spa). The only cost is the

electricity used by the compressor and pumps.

Symbiont Service Corp.'s engineering department projects operational savings in excess of \$22,000.00 annually over conventional gas heaters with the 20-year serviceable life expectancy of the **Symbiont**TM system. This also means no adverse affect on the environment.



Did You Miss Any Swimming Days Last Winter?

How many otherwise beautiful, sunny swimming days did you miss last winter due to the failure of your current pool heating system?

Solar depends on the presence of sunshine for many days or weeks prior to swimming weather. Air heat pumps require at least a few days of pleasant weather before the pool is warm enough to enjoy.

Gas heaters need to have their pilot lights burning or electric ignition systems functioning properly. Their burner assemblies must be clean of rust and corrosion if they are going to start on demand.

Which system is most reliable? Ask someone who has experience with any of the above systems, and then ask a SymbiontTM customer.

Do You Have Pool Heating Problems?

of Algaring . Air Condition

We can help!

Call us anytime at 941-474-9306

- Statewide Geo-Thermal and air heat pump sales and service.
- New installations or replacement units—Free Estimates.
- Free sizing and cost of operation comparisons.
- Factory Authorized Warranty Station for most makes and models.
- Planned Maintenance Contracts on all makes of Heat Pumps.



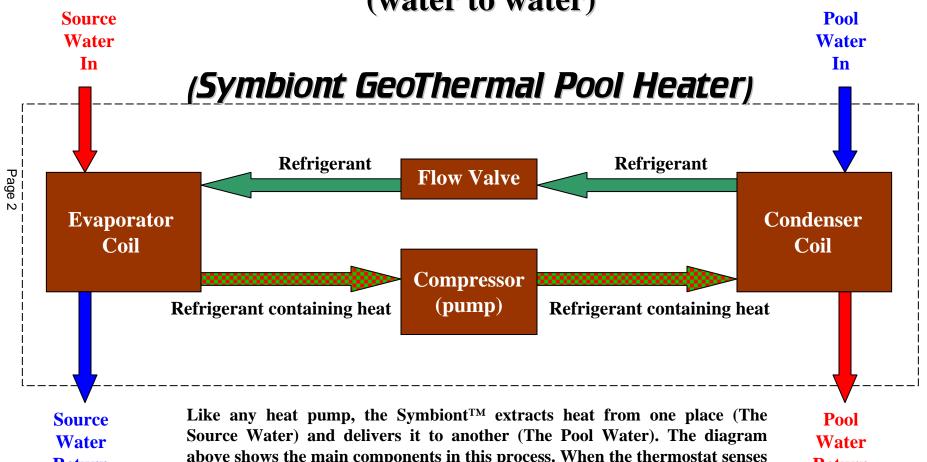
For more information on the SymbiontTM pool/spa heating system, call us at 941-474-9306, or visit our website:

SymbiontService.com

HOW A **SYMBIONT**™ WORKS

Heating Cycle

(water to water)

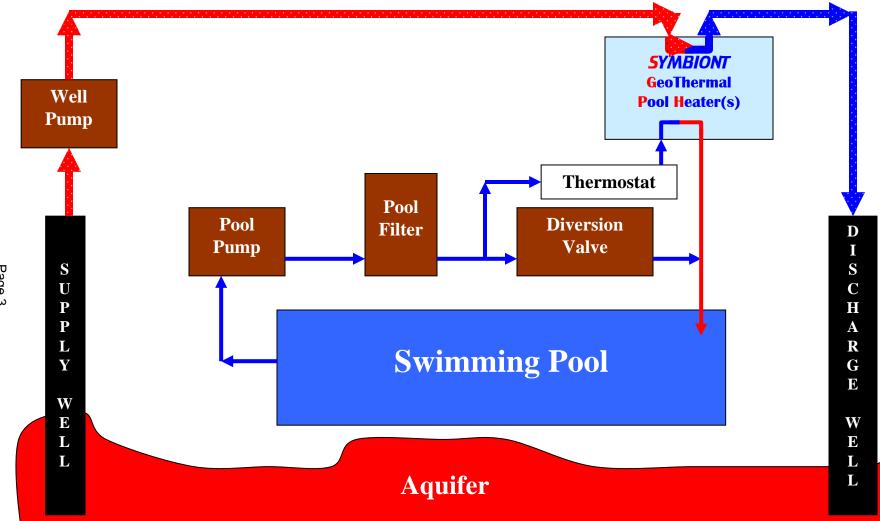


Return

above shows the main components in this process. When the thermostat senses the pool needs heat, the system cycles on to start the process. The compressor moves refrigerant through the system, absorbing heat from the source water and transferring that heat to the pool water. The two waters do not mix. This cycle continues until the pool reaches its desired temperature, and the system will turn off.

Return

Aquifer Wells as the Heat Source



As illustrated above, pool water passes by the Thermostat and through the heater prior to returning to the pool. When the Thermostat senses the pool needs heat the system cycles on and the well pump begins to deliver water to the heater(s). The well water and pool water never mix. The Symbiont then transfers the heat stored in the well water to the pool water through a refrigerant cycle detailed in a separate diagram. The transfer of free heat in a water to water system (GeoThermal) is much more efficient than that of an air to water system (standard heat pumps) or a heat generated system (gas heater). Because the ground water remains a constant temperature throughout the year, the Symbiont GeoThermal system can exceed the performance of either the standard heat pumps or the gas heaters. When the pool has reached the desired temperature the heater(s) and well pump will cycle off.

POOL/SPA HEATING SUBMITTAL DATA

PROJECT:

Bayshore Gardens Recreation Center 6919 26th Street West Bradenton, Florida 34207



PRELIMINARY NOTES:

- 1. Calculations are based upon the specified design temperatures and the other input data, including 30-year historic US Weather Bureau statistics for your geographic area. Since we have no control over the pool or spa thermostat settings, the use of the air blower or the weather incurred, we cannot offer an expressed or implied cost of operation guarantee.
- **2.** A gas rate of \$ 1.50 Per Therm and an electric rate of \$ 0.12 per KWH was assumed. Gas rates are not fixed (constant). All indications suggest gas prices will increase substantially and should be budgeted for.
- 3. When analyzing your gas costs consider the following:
 - a.) The actual dollar amount spent in the past may have been at a lower gas rate or a lower pool temperature.
 - b.) Our projections are for continuous, uninterrupted pool heat for the entire pool heating season.
- 4. Proposal is based upon a 187,200 gallon pool.

one company, one can, complete comjon.

POOL/SPA HEATING SUBMITTAL DATA

PROJECT:

Bayshore Gardens Recreation Center 6919 26th Street West Bradenton, Florida 34207



SAVINGS/PAYBACK RECAP:

Proposal for 82°F Pool, Blanketed At Night

INSTALLATION COSTS:

Symbiont(s)	\$ 134,777.00
Heat Pumps & Gas	\$ 85,542.00
JOB COST DIFFERENCE:	\$ 49,235.00

PROJECTED COST OF OPERATION:	Heat Pumps & Gas		GeoThermal	
Heating - Heat Pumps & Gas	\$	19,003.14	\$	6,124.48
Cooling - Heat Pumps Only	\$	4,770.83	\$	3,339.58
Reserves for replacement	\$	5,356.20	\$	3,450.00
ANNUAL EXPENSES:	\$	29,130.17	\$	12,914.06

ANNUAL SAVINGS: \$ 16,216.11

PAYBACK FROM SAVINGS IN YEARS: 3.04

Things to consider:

- 1. The residents will get much more use out of the pool with the geothermal system because it will maintain the pool temperature even during colder weather.
- 2. Air source heat pumps will shut down when the temperature gets down to the mid-40s.
- 3. The geothermal units will last twice as long as the air source heat pumps.
- 4. The geothermal system is more efficient so will cost less to operate.
- 5. It is recommended to use gas heaters as back-ups for air source heat pumps.



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4372 North Access Road, Englewood, Florida 34224 941.474.9306 • 800.881.4328 • Fax 941.473.9306 GeoThermalFlorida.com • Info@SymbiontService.com

Pool Heating • Air Conditioning

"One Company, One Call, Complete Comfort!"

O/Heating . Air Condition

HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946 CBC1258380 • CPC1456477

Proposal Submitted To:

Bayshore Gardens Park & Recreation District 6919 26th Street West Bradenton, Florida 34207

February 29, 2024 Job Name:

> **Bayshore Gardens Recreation Center** 6919 26th Street West Bradenton, Florida 34207

We hereby submit specifications and estimates for: Symbiont Model PH090ARGSWPM GeoThermal Pool Heat/Cool Units Includes titanium condenser and evaporator heat exchangers Source Water: Well Water 6" x Aquifer Wells, including Well Permits **Pump Installation** Well water trenching, piping, backfill & install heater by-pass. Customer responsible for pipe painting, fence and bush removal Electric: Install new service from transformer on pole, if adequate, and wire above equipment Complete* installation including controlling digital thermostat. \$ 134,777.00 * Local permits additional as required. Option: Install new PoolSync WiFi Controller for new pool system (2 bars of WiFi required) ... Add \$500.00 **Manufacturer's Limited Warranty:** One year Symbiont Service Corp. all parts and labor on the installation. Five year manufacturer's labor on the Symbiont units. Seven year manufacturer's all parts only on the Symbiont units. Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers. Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces. All work done to code. All current discounts and promotions have been applied. The labor, material and equipment required for this job will be furnished by Symbiont Service Corporation ("Symbiont") for a total of: One hundred thirty-four thousand seven hundred seventy-seven dollars and no/100 ----- \$134,777.00 \$40,433.00 Deposit With Order - Monthly Progressive Billing Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service" Corporation". I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS. ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed. Respectfully submitted, Customer: (print name) SYMPICANT SERVICE CORPORATION Signature: _ Date:

TERMS AND CONDITIONS

- 1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Symbiont Service Corporation** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
- Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
- 3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
- 4. **Materials Price Increase:** When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
- 5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
- 6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
- 7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
- 8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- 9. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 10. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
- 11. Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.
- 12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
- 13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
- 14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
- 15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
- 16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. Your final payment is due the day of equipment start-up. Any additional charges for permits may be billed to you separately.
- 17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
- 18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials: _	
Contractor Initials:	2M.

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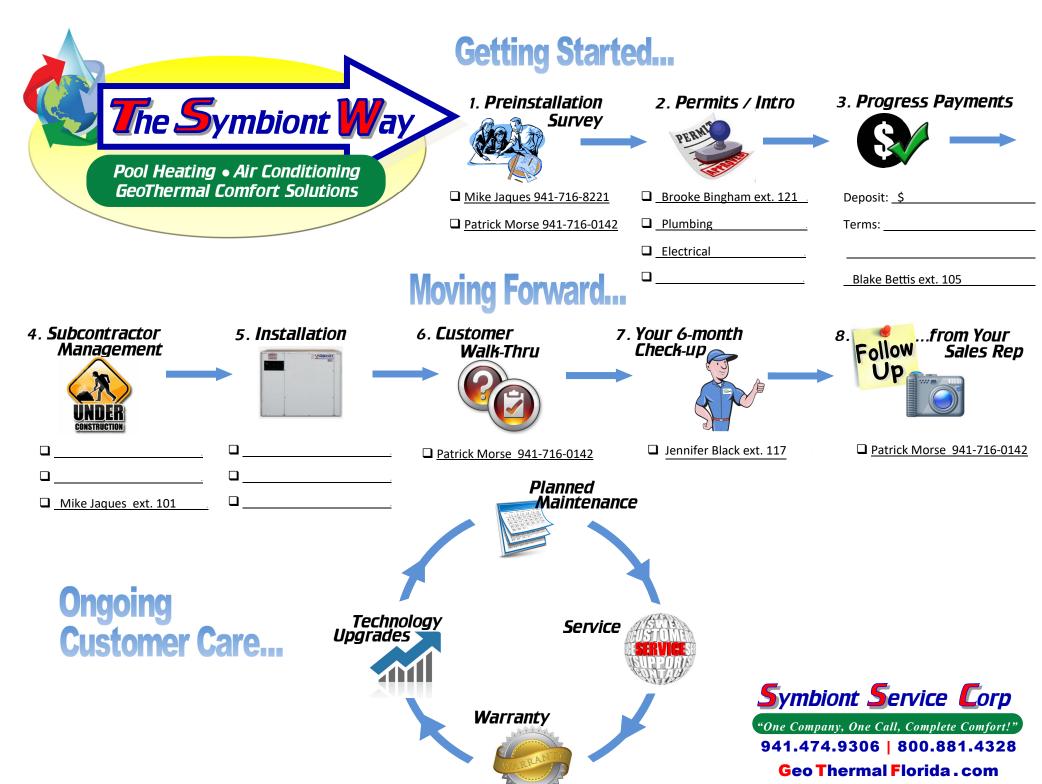
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Proposal Submitted To: Bayshore Gardens Park & Recreation District Attention: Cori Howell 6919 26th Street West Bradenton, Florida 34207

Pool Heating

Job Location: **Bayshore Gardens Recreation Center** 6919 26th Street West Bradenton, Florida 34207



The Symbiont Difference

- 1. Vibration isolators noise reduction
- 2. Engineered hurricane ties meets code and safety standards
- 3. Concrete pad (reinforced commercial) longevity
- 4. Directional bore piping minimizes impact to landscaping
- 5. Engineered aluminum equipment racks minimizing footprint
- 6. Spears valves and fittings industry leader
- 7. Brass pressure/temperature ports accurate start-up and balance for optimum performance
- 8. Isolation ball valves with Viton seals on all inlets and outlets of Symbiont units for optimum balancing
- 9. Schedule 80 nipples on all pumps eliminating torque cracks
- 10. Headers supported by unistrut and hangers professional installation
- 11. All rigid schedule 40 pvc piping (no flexible pvc) for durability and longevity
- 12. All pumps properly sized and engineered optimum flow and performance
- 13. Symbiont interlocking controller and single digital thermostat operation for simplified operation
- 14. Installations comply with National Electric Code and local Florida Building Code
- 15. Six month post-installation inspection to confirm system is working at factory specifications
- 16. Factory authorized service center removes the middle-man
- 17. In-house service department for entire system "One Company, One Call, Complete Comfort!"
- 18. Fully stocked trucks most repairs performed same day
- 19. Planned Maintenance program maintain system life expectancy and efficiency
- 20. North American Technician Excellence (NATE) certified technicians qualified service and maintenance technicians
- 21. Prompt service response time and 24-hour emergency service
- 22. Sole Source Solutions "One Company, One Call, Complete Comfort!"
 - a. We process all permitting
 - b. We hire, coordinate, and pay qualified subcontractors, as needed
 - c. We are State Licensed Contractors
 - i. Electrical
 - ii. HVAC
 - iii. Building
 - iv. Pool Service
 - d. Complete turn-key installation
- 23. Providing peace of mind more than 1,400 satisfied customers over 35 years of expertise.

Symbiont Service Corp.

Go Green • Go GeoThermal

"One Company, One Call, Complete Comfort!"

Description of Operation & Specifications

MODEL PH-090-TT



Description of Operation

The SYMBIONTTM Geo-Thermal Pool Heater is a high quality, high performance, dedicated water-towater package heat pump.

The SYMBIONTTM is designed to provide high performance operation on private and public pools and spas. Like gas, the SYMBIONTTM is totally unaffected by outdoor weather conditions.

The SYMBIONTTM, while competitively priced with either solar heating systems or air source heat pumps, costs substantially less to operate than any air source available. When cost of operation and dependability are considered, the SYMBIONTTM has no equal.

When the pool pump is running, and on demand of the thermostat, the SYMBIONTTM pool heater and source water pump are energized to heat the pool.

Like any heat pump, the SYMBIONTTM uses a refrigerant vapor compression cycle to extract free heat from one place (the heat source, either a well, a lake, or canal) and deliver it to another (the pool or spa). All you pay for is the electricity used by the compressor and pumps.

Features

- Pooly eating . Air Conditioning Modular Design with Easy Piping and Wiring Access
- Painted Aluminum Cabinets with Raised-Base Aluminum Chassis
- Insulated for Quiet Operation
- High Efficiency Scroll Compressor with Inherent Motor-Protector
- Titanium Tube-Fiberglass Shell Condenser and **Evaporator Heat Exchangers**
- Refrigerant Liquid Receiver and Filter/Dryer
- Refrigerant Sight-Glass with Moisture Indicator
- Thermostatic Expansion Valve
- High and Low Pressure Switches
- Time Delay Compressor Protectors
- Electronic Digital Pool/Spa Thermostat
- Factory Installed Reverse-Cycle Summer Pool Cooling
- ARL or ETL Listed/Approved

Specifications*

Source EWT (Entering Water Temp)	65F	75F
BTUH Rating	88,976	99,364
COP	5.26	5.82
Source/Pool Water GPM	30/30	
Source Water Connections FPT	2"	
Compressor	6 HP	
Volts/Hertz/Phase	208-230/60/1	
RLA	32	2.1
LRA	14	48
Minimum Circuit Ampacity	40).1
Maximum Breaker	6	0
Weight	290	lbs.
Length/Width/Height	36" x 32	2" x 31"

Symbiont Service Corp.

Go Green • Go GeoThermal

"One Company, One Call, Complete Comfort!"

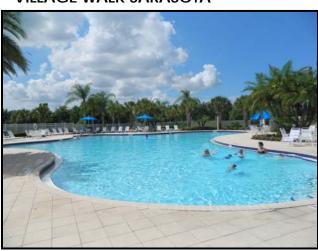
LAUREL OAK COUNTRY CLUB



Sarasota, Florida 171,000 Gallon Pool 85°F Pool Temperature Installed January 2006

VILLAGE WALK SARASOTA

Sarasota, Florida 119,500 Gallon Pool 85°F Pool Temperature Installed June 2008



STONEYBROOK AT VENICE



Venice, Florida 121,948 Gallon Pool 82°F Pool Temperature Installed August 2014

FOR MORE CUSTOMER SAMPLES, GO TO ... http://symbiontservice.com/project-galleries/



Go Green • Go GeoThermal

4372 North Access Road, Englewood, Florida 34224 941.474.9306 • 800.881.4328 • Fax 941.473.9306 GeoThermalFlorida.com • Info@SymbiontService.com

Pool Heating • Air Conditioning

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POOLISPA HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946 CBC1258380 • CPC1456477

Proposal Submitted To:

Bayshore Gardens Park & Recreation District 6919 26th Street West Bradenton, Florida 34207

February 27, 2024 Job Name:

> **Bayshore Gardens Recreation Center** 6919 26th Street West Bradenton, Florida 34207

We hereby submit specifications and estimates for:			
8 Symbiont Model PH090ARGSWPM Geo	oThermal Pool Heat/Cool Units xchangers		
Source Water: Well Water 2 6" x Aquifer Wells, including Well Perm 1 Pump Installation	iits		
Well water trenching, piping, backfill & install heate	r by-pass.		
Customer responsible for pipe painting, fence and b	oush removal		
Electric: Install new services from transformer on pole, if adequate, and wire above equipment			
Complete* installation including controlling digital t * Local permits additional as required.	thermostat. \$ 209,857.00		
Option: Install new PoolSync WiFi Controller for new pool	ol system (2 bars of WiFi required) Add \$500.00		
Manufacturer's Limited Warranty:			
One year Symbiont Service Corp. all parts and labor Five year manufacturer's labor on the Symbiont unit			
Seven year manufacturer's all parts only on the Syn	nbiont units.		
Lifetime parts on titanium tube portion of the conde Not responsible for any damage to private or public unmarked			
painted or finished surfaces. All work done to code. All curren			
The labor, material and equipment required for this job will be furnished by Symbiont Service Corporation ("Symbiont") for a total of: Two hundred nine thousand eight hundred fifty-seven dollars and no/100			
Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".			
THAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.			
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.			
Customer:	Respectfully submitted,		
(print name) Signature:	SYMPIONT SERVICE CORPORATION		
Date:	By: I stubble 1 1 on the		

TERMS AND CONDITIONS

- 1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Symbiont Service Corporation** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
- Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
- 3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
- 4. **Materials Price Increase:** When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
- 5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
- 6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
- 7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
- 8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- 9. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 10. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
- 11. Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.
- 12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
- 13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
- 14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
- 15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
- 16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. Your final payment is due the day of equipment start-up. Any additional charges for permits may be billed to you separately.
- 17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
- 18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials: _	
Contractor Initials:	2M.

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Proposal Submitted To: Bayshore Gardens Park & Recreation District Attention: Cori Howell 6919 26th Street West Bradenton, Florida 34207

Pool Heating

Job Location: **Bayshore Gardens Recreation Center** 6919 26th Street West Bradenton, Florida 34207

"One Company, One Call, Complete Comfort!"

POOL/SPA HEATING SUBMITTAL DATA

PROJECT:

Bayshore Gardens Recreation Center 6919 26th Street West Bradenton, Florida 34207



PRELIMINARY NOTES:

- 1. Calculations are based upon the specified design temperatures and the other input data, including 30-year historic US Weather Bureau statistics for your geographic area. Since we have no control over the pool or spa thermostat settings, the use of the air blower or the weather incurred, we cannot offer an expressed or implied cost of operation guarantee.
- **2.** A gas rate of \$ 1.50 Per Therm and an electric rate of \$ 0.12 per KWH was assumed. Gas rates are not fixed (constant). All indications suggest gas prices will increase substantially and should be budgeted for.
- 3. When analyzing your gas costs consider the following:
 - a.) The actual dollar amount spent in the past may have been at a lower gas rate or a lower pool temperature.
 - b.) Our projections are for continuous, uninterrupted pool heat for the entire pool heating season.
- **4.** Proposal is based upon a 187,200 gallon pool.

Symbiont Service CorpPool Heating • Air Conditioning GeoThermal Comfort Solutions

"One Company, One Call, Complete Comfort!"

POOL/SPA HEATING SUBMITTAL DATA

PROJECT:

Bayshore Gardens Recreation Center 6919 26th Street West Bradenton, Florida 34207



SAVINGS/PAYBACK RECAP:

Proposal for 82°F Pool, No Blanket

INSTALLATION COSTS:

 Symbiont(s)
 \$ 209,857.00

 Heat Pumps & Gas
 \$ 136,157.00

 JOB COST DIFFERENCE:
 \$ 73,700.00

PROJECTED COST OF OPERATION:

	 	_	
Heating - Heat Pumps & Gas	\$ 37,765.74	\$	12,171.43
Cooling - Heat Pumps Only	\$ 4,770.83	\$	3,339.58
Reserves for replacement	\$ 8,570.00	\$	5,520.00
ANNUAL EXPENSES:	\$ 51,106.57	\$	21,031.01

Heat Pumps & Gas

GeoThermal

ANNUAL SAVINGS: \$ 30,075.56

PAYBACK FROM SAVINGS IN YEARS: 2.45

Things to consider:

- 1. The residents will get much more use out of the pool with the geothermal system because it will maintain the pool temperature even during colder weather.
- 2. Air source heat pumps will shut down when the temperature gets down to the mid-40s.
- 3. The geothermal units will last twice as long as the air source heat pumps.
- 4. The geothermal system is more efficient so will cost less to operate.
- 5. It is recommended to use gas heaters as back-ups for air source heat pumps.