



## **STANDARD AGREEMENT**

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **Progressive Commercial Aquatics** ("Contractor"), located at **2510 Farrell Rd, Houston TX 77073** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Walker Pool replaster renovation**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **February 1, 2019** and shall terminate on **April 30, 2019**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$99,507.25** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made

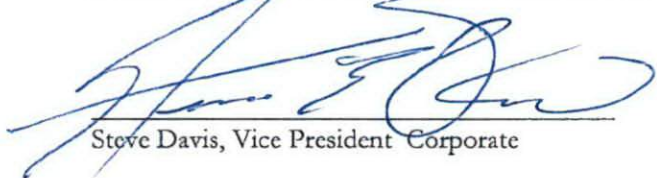
by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. *(date to be filled in by City Secretary)*

PROGRESSIVE COMMERCIAL AQUATICS - "Contractor"



Steve Davis, Vice President Corporate

CITY OF LEAGUE CITY - "City"

Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

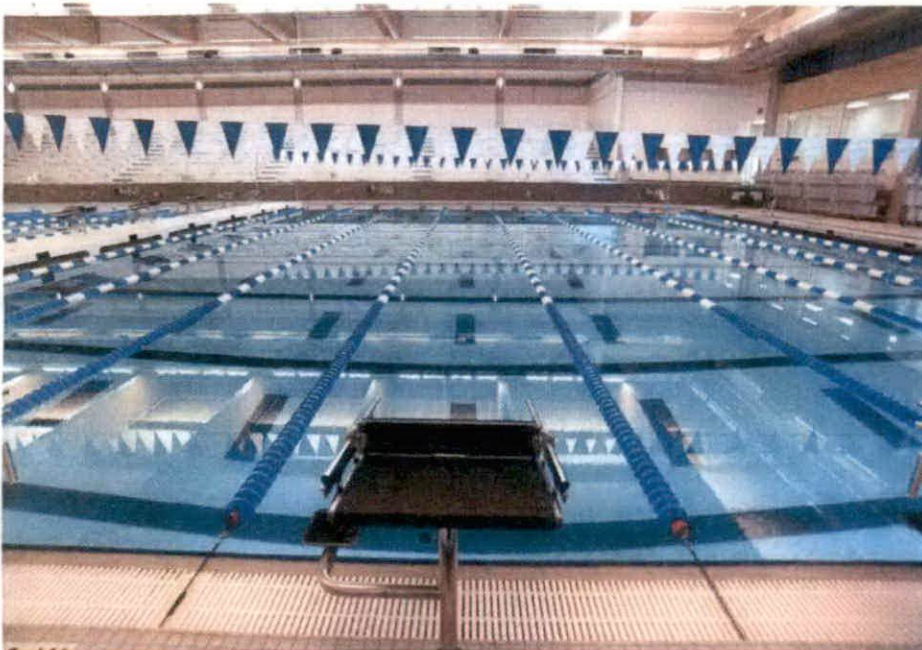

\_\_\_\_\_  
Office of the City Attorney

# **Exhibit A**

**Scope of Services/Description of Products**  
(38 number of pages, including this page)

Vendor Bid Package Submission



Progressive  
Commercial Aquatics, Inc.

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RFP#  
19-ParksOP-002

## Table of Contents

- Tab A: Qualifications & Experience
- Tab B: Project Methodology
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- Tab F: Certification & Addenda





## FIRM OVERVIEW

Progressive Commercial Aquatics, Inc. has been a dependable and progressive corporation in Houston since 1982 and in Austin since 1995. We have made progressive moves from aquatic management to the construction of the state-of-the-art facilities.

### CONTACT DETAILS

2510 Farrell Road  
Houston, TX 77073

[steve@proaquatic.com](mailto:steve@proaquatic.com)  
[www.proaquatic.com](http://www.proaquatic.com)

281-982-0212



Progressive  
Commercial Aquatics, Inc.

WE SPECIALIZE IN GETTING THE JOB  
DONE ON TIME AND WITHIN BUDGET.

- New Pool Construction
- Design-Build
- Renovation and Reconstruction
- Fountains
- Splash Pads
- Attractions
- Slides
- Wave Generation
- Filtration and Circulation Systems
- Regenerative Filtration
- Chemical Automation
- UV Sterilization
- Chemical Distribution
- ADA Lifts and Accessories
- VGBA Certification





## Progressive Commercial Aquatics, Inc.

### OUR TEAM

Progressive Commercial Aquatics, Inc. is proud to introduce you to its competent management team with over 200 years of combined experience to offer.

#### AQUATIC CONSTRUCTION MANAGEMENT TEAM

**CHRIS DAVIS** - President, has thirty-five (35) years of commercial aquatic management/administration experience.

**STEVE DAVIS** - Vice President Corporate, has thirty-five (35) years of experience in commercial aquatic center renovation. Twenty-one (21) years of experience in building of new aquatic facilities and water features.

**TIM PHELPS** - Vice President Construction & Senior Estimator. Thirty-five (35) years of commercial swimming pool construction experience, specializing in soils and structural.

**RICHARD HOPPERSTAD** - General Superintendent/Senior Project Manager. Twenty-seven (27) years construction of aquatic facilities, specializing in hydraulics and automation.

**TIM WARREN** - Staff Electrical Engineer, GM of Operations, new product development. Twenty (20) years of sales & service experience.

#### CONTACT DETAILS

2510 Farrell Road  
Houston, TX 77073

steve@proaquatic.com  
www.proaquatic.com

281-982-0212



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#### AQUATIC CONSTRUCTION MANAGEMENT TEAM

**PAUL YOUNG** - Construction Superintendent, has nineteen (19) years of experience in new pools, complete renovation and construction.

**FERNANDO GOZNALES** - Superintendent, has fifteen (15) years of swimming pool construction experience.

**ALFREDO BARCENAS** - Superintendent, has seventeen (17) years of swimming pool construction experience.

**LUIS BARCENAS** - Superintendent, has seventeen (17) years of swimming pool construction experience.

**PAYTON DAVIS** - Superintendent, has ten (10) years of swimming pool construction experience.

**MYLES PHELPS** - Superintendent, has seven (7) years of swimming pool construction experience.

#### CONTACT DETAILS

2510 Farrell Road  
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www.proaquatic.com

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### OUR TEAM

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#### AQUATIC CONSTRUCTION MANAGEMENT TEAM

*Project Manager for this job*  
★ **KELLEY HUMBLE** - Sales & Service Manager. Nineteen (19) years of sales and service experience.

**JUAN CARLOS MARTINEZ** - Shop Manager & Logistics. Thirteen (13) years of shop and logistics experience.

#### START UP AND SERVICE TECHNICIANS

**KENT ALLEE • BERNARDO RODRIGUEZ**

#### OFFICE TEAM

**VANESSA ROJAS** - Controller

**TERRI GAFFNER** - Houston/Austin Service (C.T.O.)

**ASHLEY RAMIREZ** - Project Coordinator

**CHRISTY MCNEAL** - Receptionist / Web Design

**LAURA** - Austin Office Manager

Our project management system is driven by Sage 300 Construction

#### CONTACT DETAILS

2510 Farrell Road  
Houston, TX 77073

steve@proaquatic.com  
www.proaquatic.com

281-982-0212



TAB B

– Project Methodology

5.5.1

Provide an estimated timeline to complete the proposed work.

We see no issue with the city's requested time from of 2/4/19 - 3/29/19

5.5.2

Include the total number and types of meetings anticipated by the consultant that will affect the various groups of the city (Human Resources, management team, directors and managers and employees) during the course of the work including time for questionnaire completion.

Initial project start meeting to discuss schedule and coordinate the pool draining with maintenance staff. One quick meeting with Maintenance staff to approve depth marker layout prior to installation. A final meeting will be on the day of plaster to discuss filling the pool, cure phase maintenance, chemicals and pool cleaning. None of the meetings should be any longer than 30 minutes.

5.5.3

Include the number of firm personnel (their roles or desired skill set) and total number of hours anticipated of city staff.

Meeting will involve Kelley Humble, Project Manager and at least one member of the park maintenance dept. No more than 1.5 hours total for the meetings.

5.5.4

Provide a work plan that must describe the firm's methodology, including a detailed project plan and time frames from the award date to implementation.

Approximate schedule of project (weather permitting):

Strip tile and plaster – 2 weeks

Install all new tile – 1 week

Plaster – 1 day

Fill, balance chemicals, cure phase maintenance – 2 weeks

5.5.5

The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals. Factors to be considered include, but are not limited to, market definition and use of standard surveys versus customized surveys.

Double saw cut around all perimeter tile, lights, returns, lane line anchors, racing line and cross tiles, main drains, play structure feature anchors and posts, etc.

Plaster pool (mix 6 -bag white cement to a 7-bag white marble and Metamax additive) in one monolithically poured application [one work day] to a minimum of 3/8" to 1/2" in thickness, troweled to a smooth and professional finish.

5.5.6

Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

City staff will be requested to assist with draining and filling the pool.

5.5.7

Please submit a brief description of how the non-Civil Service positions will be evaluated to determine current duties and responsibilities



## Progressive Commercial Aquatics

2510 Farrell Rd  
Houston TX  
77073 281-982-0212

## Quote

Quote #: Q3719  
Date: 11/19/2018  
Shipping Method:  
Salesperson: Kelley  
Exp Date: 3/19/2019

### Bill To

League City;City of (LEAGUE)  
Replaster Renovation - Walker Campus Pool  
pearl.barrett@leaguecity.com  
300 W Walker  
League City TX  
77573

### Ship To

League City;City of (LEAGUE)  
Replaster Renovation - Walker Campus Pool  
Accounts Payable  
2105 Dickinson Ave.  
League City TX  
77573-3898 281-554-1181

Item	Description	Qty	UOM	Unit Price	Tax	Total
PLASTER	Plaster Strip	8,615	EA	\$3.75	\$0.00	\$32,306.25
TILE	Install Waterline Tile 6"x6" Blue	496	EA	\$12.50	\$0.00	\$6,200.00
TILE	Skimmer Throat Tile	18	EA	\$62.00	\$0.00	\$1,116.00
TILE	Depth Markers - Pool Wall	76	EA	\$20.00	\$0.00	\$1,520.00
TILE	Racing Lanes 6" (900 LN FT)	900	EA	\$12.50	\$0.00	\$11,250.00
TILE	Racing Lanes 6" (450 LN FT)	450	EA	\$12.50	\$0.00	\$5,625.00
TILE	Wall Targets	24	EA	\$75.00	\$0.00	\$1,800.00
TILE	Demarcation 4" Tile	20	EA	\$12.50	\$0.00	\$250.00
PLASTER	Standard White Plaster	8,615	EA	\$3.38	\$0.00	\$29,118.70
PLASTER	MetaMax Additive	8,615	EA	\$0.62	\$0.00	\$5,341.30
DECK COATING	Remove and replace coping expansion joints	496	EA	\$5.00	\$0.00	\$2,480.00
NONSTOCK	Pool Chemicals and Cleaning	1	EA	\$2,500.00	\$0.00	\$2,500.00
NONSTOCK	Included...(see notes on next page)	0	EA	\$0.00	\$0.00	\$0.00

EXMPT \$0.00

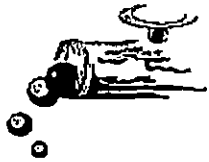
Total Weight of Items 0 lbs

Total \$99,507.25  
Tax Total \$0.00  
Grand Total \$99,507.25

There will be a 25% restocking fee on all returned items.

Thank you for your business





## Progressive Commercial Aquatics

2510 Farrell Rd  
Houston TX  
77073 281-982-0212

## Quote

Quote #: Q3719  
Date: 11/19/2018  
Shipping Method:  
Salesperson: Kelley  
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pearl.barrett@leaguecity.com  
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### Ship To

League City;City of (LEAGUE)  
Replaster Renovation - Walker Campus Pool  
Accounts Payable  
2105 Dickinson Ave.  
League City TX  
77573-3898 281-554-1181

Item	Description	Qty	UOM	Unit Price	Tax	Total
	Plaster quote includes new eyeball returns, 2 stanchion sleeves, 17 hydrostatic port covers.					

EXMPT \$0.00

Total Weight of Items 0 lbs

Total \$99,507.25  
Tax Total \$0.00  
Grand Total \$99,507.25

There will be a 25% restocking fee on all returned items.

**Thank you for your business**

TAB D

– References

5.7.1

Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.

City of Pasadena – May 2018 - \$450,882.00 – Eddie Duron - 713-478-4419

City of Houston - May 2018 – 435,000.00 – Duncan Elliott - 832-393-8044

City of Bossier City – April 2017 - \$550,000.00 – Louis Cook – 318-426-7674

University of Houston – June 2016 – 2,650,000.00 – Rachel Omara – 713-743-3502

City of Angleton – June 2017 - \$480,000.00 – Mark Carter – 713-301-7038

\*\*\*Additional references and projects behind this sheet.



## Progressive Commercial Aquatics, Inc.

### UNDER CONSTRUCTION PROJECTS:

#### City of Galveston – Lasker Park

Projected Completion: 2017  
Project: Leisure & Competition Pool  
Location: 2119 43<sup>rd</sup> Street Galveston, TX  
General Contractor: Ardent Construction  
Description: The recreational pool will include a kid-friendly play structure and a body slide. The facility will also include an eight-lane competition pool for hosting swim meets.  
Contract Value: \$2.1 million



#### Westside Tennis Club – Design Build

Projected Completion: 2017  
Project: Lazy River & Waterpark  
Location: 1200 Wilcrest Dr. Houston, TX  
General Contractor: Progressive Commercial Aquatics  
Description: 1,200-foot lazy river is under construction.  
Contract Value: \$6.2 million



#### Schertz Aquatic Center

Projected Completion: 2017  
Project:  
Location: 560 Schertz Parkway Schertz, TX  
General Contractor: Byrne Construction Services  
Description: Aquatic therapy pool and 8 lane competition pool with high rate sand, UV and Accu-Tab.  
Contract Value: \$1.4 million







## Progressive Commercial Aquatics, Inc.

### Pridgeon Stadium Natatorium

Projected Completion: 2017  
Project: 50 meter stretch competition pool, 2 Bulk Heads, 1 (3) meter tower and 2 (1) meter towers.  
Location: 11499 Bobcat Road Houston, TX  
General Contractor: DivisionOne Construction  
Description: Cy-Fair ISD natatorium.  
Contract Value: \$3.1 million



### Dripping Springs YMCA

Projected Completion: 2017  
Project: Competition & Leisure Pool  
Location: 27216 Ranch Rd 12, Dripping Springs, TX  
General Contractor: Rizzo Construction  
Description: The aquatic center will have an outdoor heated lap pool that will be open year round and then we'll have a seasonal outdoor interactive family pool.  
Contract Value: \$2 million



### City of Southside Place

Projected Completion: 2017  
Project: Southside Place Aquatic Center  
Location: 3744 Farber Street  
General Contractor: Fromberg Construction  
Description:

Contract Value: \$2.1 million





## Progressive Commercial Aquatics, Inc.

### New Braunfels Recreation Center – 2017

Project: Competitive Pool  
Location: 345 Landa Street  
New Braunfels, TX  
General Contractor: Byrne Construction  
Description: New aquatic center.  
Contract Value: \$2.3 million



### COMPLETED PROJECTS:

### Houston Marriott Marquis – January 2016

Project: Lazy River, Infinity Pool & Spa  
Location: 1777 Walker St. Houston, TX  
Developer: RIDA  
General Contractor: Balfour Beatty/Welbro – JV  
Description: A Texas-shaped lazy river, infinity pool and state-of-the-art regenerative filtration, UV Sanitation, VFD – energy efficient.  
Contract Value: \$4.5 million



### Fairway Pines- Phase 1 & 2 –

Project: Fairway Pines Waterpark  
Location: 2301 N. Millbend Dr. The Woodlands, TX  
General Contractor: Holder Construction Company  
Contract Value: \$2.1 million Phase 2 River





#### Pirates Bay Waterpark – 2017

Project: Waterpark Expansion #3  
Location: 5300 E Rd. Baytown, TX  
Description: New Slide Complex.  
Contract Value: \$925,000 thousand



#### Victoria YMCA-Golden Crescent – 2017

Project: Leisure & Competition Pool  
Location: 1806 N Nimitz St. Victoria, TX  
General Contractor: Lauger Companies  
Description: Leisure & Competition Pool  
Contract Value: 2.2 million



#### Shadow Creek Natatorium – January 2016

Project: Competition Pool  
Location: 11850 Broadway St, Pearland, TX  
General Contractor: Gamma Construction  
Description: New one-story 20,000 SF natatorium for Alvin Independent School District. This natatorium includes a seven lane competition pool with 155 fixed seating, locker rooms and offices.  
Contract Value: \$2 million







## Progressive Commercial Aquatics, Inc.

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### Mays Family YMCA – Potranco – 2016

Project: Leisure & Competition Pool  
Location: 8765 Texas 151 Access Road  
San Antonio, TX  
General Contractor: Kopplow Construction  
Contract Value: 1.3 million

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### Lakeland Village Park – 2016

Project: Competition Pool  
17330 East Creekside Bend Drive  
Cypress, TX  
General Contractor: Gulf Coast Landscaping Services  
Contract Value: \$1.1 million

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### Williams Drive Pool – 2016

Project: Georgetown Leisure Pool  
Location: 3201 William Drive Georgetown, TX  
General Contractor: Progressive Commercial Aquatics  
Contract Value: \$870,000 thousand

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### Westburry Pool – 2016

Project: Renovation & Competition Pool  
Location: 10605 Mullins Dr. Houston, TX  
General Contractor: Horizon Group International  
Contract Value: \$600,000 thousand

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### University of Houston – 2016

Project: Renovation & Mechanical  
Location: 4500 University Dr. Houston, TX  
General Contractor: DivisionOne Construction  
Contract Value: \$2.6 million

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## Progressive Commercial Aquatics, Inc.

### Armed Forces YMCA – 2016

Project: Leisure & Competition Pool  
Location: 100 W. Mountain Lion Rd.  
Harker Heights, TX  
General Contractor: Hill & Wilkinson General  
Contractors  
Contract Value: \$1.2 million

### The Westin at The Woodlands – 2016

Project: Hotel Pool  
Location: 2 Waterway Square Place The  
Woodlands, TX  
General Contractor: JE Dunn Construction  
Contract Value: \$900 thousand

### Townsquare Baytown – 2016

Project: Fountain  
Location: 213 W Texas Ave. Houston, TX  
General Contractor: Progressive Commercial Aquatics  
Contract Value: \$500,000 thousand

### Brazoswood High School – 2015

Project: Competition Pool  
Location: 302 Brazoswood Dr. Clute, TX  
General Contractor:  
Contract Value: \$550,000 thousand

### City of Pasadena – 2015

Project: Strawberry Park Waterpark  
Location: 1104 Parkside, Pasadena, TX  
General Contractor: Progressive Commercial Aquatics  
Design Build  
Contract Value: \$4.7 million



## Progressive Commercial Aquatics, Inc.

### City of Burkburnett – 2015

Project: Leisure, Competition & River  
Location: 501 Sheppard Rd. Burkburnett, TX  
General Contractor: Progressive Commercial Aquatics  
Contract Value: \$1.6 million

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### Fairway Pines III – 2014

Project: 1000 FT Action River  
Location: 2301 N. Millbend Dr. The  
Woodlands, TX  
General Contractor: Holder Construction Company  
Contract Value: \$2.1 million

---

### City of Alice – 2014

Project: Indoor 25 meter stretch competition pool  
& Outdoor Leisure Pool  
Location: 4501 Gollihan Rd. Corpus Christi, TX  
General Contractor: Marshall Company  
Contract Value: \$3.2 million

---

### Forest Island Park Woodforest – 2013

Project: Amenity Center  
Location: 4665 Woodforest Prkwy N.  
Montgomery, TX  
General Contractor: LDF Construction Inc.  
Contract Value: \$916,000 thousand

---

### Pasadena ISD – 2013

Project: Veteran's Memorial Sports  
Complex – Addition, Renovations &  
25 yard stretch pool  
Location: Pasadena, TX  
General Contractor: Division One Construction  
Contract Value: \$1.3 million

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## Progressive Commercial Aquatics, Inc.

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### City of Perryton Municipal – 2013

Project: Pool Renovation, Expansion Slide  
& multi-level play structure  
Location: 1502 S Jefferson St. Perryton, TX  
General Contractor: Plains Builders  
Contract Value: \$2 million

---

### Hyatt Regency Hill Country Resort & Spa – 2013

Project: Waterpark Expansion  
Location: 9800 Hyatt Resort Dr.  
Construction Manager: Woodbine Development Corp.  
San Antonio, TX  
Contract Value: \$1.8 million

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### City of Euless – Phase 1 – 2013

Project: Midway Family Aquatic Center  
Location: 201 N Ector Dr. Euless TX  
Engineer: Waterscape Consultants  
Contract Value: \$3.6 million

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### City of Lake Jackson – 2012

Project: Structural Repairs & Equipment  
Installation  
Location: 326 Pujo St. Lake Charles LA  
General Contractor: Trudy Gehrig, Parks & Recreation  
Contract Value: \$1.2 million

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### Katy ISD High School – 2012

Project: Swimming Pool Renovation  
Location: 6331 Hwy Blvd Katy, TX  
General Contractor: Tellepsen Builders  
Contract Value: \$750,000 thousand

---



## Progressive Commercial Aquatics, Inc.

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### Seaworld – Aquatica – 2012

Project: Seaworld Waterpark Expansion –  
Tornado Raft Ride (Mechanical),  
Family Raft Ride (Mechanica),  
Leisure Pool, Bar Paool &  
Children's Pool  
Location: 10500 Seaworld Drive San  
Antonio, TX  
General Contractor: Guido Brothers Construction  
Contract Value: \$3.2 million

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### City of Angelo – 2012

Project: Construction of the New Municipal  
Pool  
Location: 18 East Avenue A. San Angelo, TX  
General Contractor: Mega Contractors, Inc.  
Contract Value: \$1.4 million

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### Corpus Christi - HEB – 2011

Project: Pool Complex Renovation  
Location: Corpus Christi, TX  
Project Manager: Progressive Structures, Inc.  
Contract Value: \$1.25 million

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### Moody Gardens – Palm Beach – 2011

Project: Lazy River, Wave Pool &  
Interactive Features with Slides  
Location: One Hope Blvd. Galveston, TX  
General Contractor: Gilbane Building Co.  
Contract Value: \$3.5 million

---





## Progressive Commercial Aquatics, Inc.

### City of Baytown – N.C. Foote – 2011

Project: New Swimming Pool Construction  
Location: 2428 West Main Baytown, TX  
Project Manager: R. Hassell Builders, Inc.  
Contract Value: \$1.5 million

### Fort Bend ISD Aquatic Facility – 2011

Project: 50 Meter Stretch Pool  
Location: 16701 Bissonnet St. Houston, TX  
General Contractor: Gamma Construction  
Contract Value: \$2.2 million

### UT Austin – Jamail Swim Center – 2010

Project: Swim Center Renovation  
Location: 1900 Robert Dedman Dr. Austin,  
TX  
Project Manager: Flintco Construction Solutions  
Contract Value: \$1.1 million

### Julia C. Hester House – 2010

Project: Pool Renovation  
Location: 2020 Solo St Houston, TX  
Contract Value: \$750,000 thousand

### City of Pearland – 2010

Project: 50 Meter Stretch Pool w/ Therapy Pool  
Location: Pearland, TX  
Project Manager: EMJ Corporation  
Contract Value: \$2.3 million



## Progressive Commercial Aquatics, Inc.

### City of Nederland – 2010

Project: Pool Renovation  
Location: PO Box 967 Nederland, TX  
Owner: The City of Nederland  
Contract Value: \$633,000 thousand

### TC Jester – 2010

Project: Renovations  
Location: 4201 TC Jester Blvd. Houston, TX  
Owner: The City of Houston  
Contract Value: \$540,000 thousand

### Wayne Gray Sports Complex – Family Aquatic Center – Priates Bay – Phase 1 – 2010

Project: Water Park, Lazy River, Slide  
Complex, Training Pool & Flow  
Rider  
Location: 5200 East Rd. Baytown, TX  
Project Manager: R. Hassell Builders, Inc.  
Contract Value: \$4.5 million

### NASA/JSC – The Lyndon B. Johnson Space Center – 2010

Project: Rehabilitation Center & Pool for  
Astronauts Returning to Earth  
Location: 2101 Nasa Prkwy Houston, TX  
Project Manager: LMC Corporation  
Contract Value: \$900,000 thousand

### City of Beaumont – 2009

Project: Magnolia Park Pool Renovation  
Location: 801 Main St. Beaumont, TX  
Project Manager: City of Beaumont  
Contract Value: \$860,000 thousand



## Progressive Commercial Aquatics, Inc.

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### LaPorte ISD High School – 2009

Project: Competitive Pool Renovation & Reconstruction  
Location: 301 Fairmont Prkwy, LaPorte, TX  
Project Manager: Tellepsen Builders  
Contract Value: \$3.1 million

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### Telfair Recreation Center – 2009

Project: Community Recreation Center & Pool  
Location: 121 Telfair Central Blvd. Sugar Land, TX  
Project Manager: Brookstone LP  
Contract Value: \$1.2 million

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### Conroe ISD Sports Complex – 2008

Project: 50 Meter Stretch Pool  
Location: Conroe, TX  
Project Manager: Tellepsen Builders  
Contract Value: \$2.1 million

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### Rob Fleming Park Aquatics – 2008

Project: Lazy River, Pool & Activity Pool  
Location: 6535 Creekside Dr. The Woodlands, TX  
Owner: Woodlands Township  
Contract Value: \$1.5 million

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### Northwest Community Park – 2008

Project: Competitive Pool  
Location: Cedar Park, TX  
Contract Value: \$1.3 million

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## Progressive Commercial Aquatics, Inc.

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### Conoco Phillips – 2007

Project: New Natatorium  
Location: Houston, TX  
Project Manager: W.S. Bellows Construction  
Contract Value: \$692,000 thousand

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### Victory W Hotel – 2006

Project: Hotel Pool 17<sup>th</sup> Floor  
Location: 2440 Victory Park LN Dallas, TX  
Project Manager: McCarthy Builders  
Contract Value: \$954,000 thousand

---

### Lowry Physical Fitness Center – 2006

Project: 25 Yard Stretch Pool  
Location: 1900 5<sup>th</sup> Ave N Texas City, TX  
Project Manager: GTT Construction  
Contract Value: \$1.5 million

---

### Woodlands Waterway Park – 2008

Project: Interactive Show Fountain  
Location: 1501 Lake Robins The Woodlands,  
TX  
Project Manager: Gamma Construction  
Contract Value: \$2.5 million

---

### Fort Bend ISD – 2007

Project: Don Cook Natatorium Renovation  
Location: 6331 Hwy Blvd Katy, TX  
Project Manager: Mike Duswalt, Facility Director  
Contract Value: \$250,000 thousand

---





## Progressive Commercial Aquatics, Inc.

### Bastrop – 2006

Project: Hyatt Lost Pines  
Location: 659 Pope Bend N. Cedar Creek, TX  
Project Manager: Lyda Swinerton Builders  
Contract Value: \$890,000 thousand

### Institute of Molecular Medicine – 2006

Project: University of Texas Health Science Center  
Research Expansion Project – Fountain  
Location: 6900 Fannin St Houston, TX  
Project Manager: Vaughn Construction  
Contract Value: \$1.1 million

### Rock N' River Family Aquatic Center – 2006

Project: Lazy River  
Location: 3300 Palm Valley Blvd. Round Rock,  
TX  
Project Manager: Chasco Constructors  
Contract Value: \$1.8 million

### Pointe West – 2006

Project: Elevated New Pool  
Location: Galveston, TX  
Project Manager: Centex Destination Properties  
Contract Value: \$1.1 million

### Northside ISD – 2005

Project: 50-Meter Pool  
Location: 8400 N Loop 1604 West San  
Antonio, TX  
Project Manager: CF Jordan, LP  
Contract Value: \$1.5 million



## Progressive Commercial Aquatics, Inc.

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### Grand Mission – 2005

Project: New Community Pool  
Location: 6331 Hwy Blvd Katy, TX  
Project Manager: Rainforest Creations, Inc.  
Contract Value: \$960,000 thousand

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### San Antonio Texas Temple –

Project: New Fountain  
Location: 20080 Stone Oak Prkwy  
San Antonio, TX  
Project Manager: Jacobsen Construction  
Contract Value: \$320,000 thousand

---

### Seaworld of Texas – Lost Lagoon Lazy River –

Project: Lazy River  
Location: 10500 Sea World Drive San  
Antonio, TX  
Project Manager: Guido Brothers Construction  
Contract Value: \$1.7 million

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### North Hampton Mucipal Utility District –

Project: Complete Pool Renovations  
Location: 6012 Root Rd. Spring, TX  
Designer: Llewellyn, Davies, Sahni, Inc.  
Contract Value: \$550,000 thousand

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### Wells Branch M.U.D. –

Project: Community Pool  
Location: 2106 Klattenhoff Austin, TX 78728  
Designer: Hinman Architects  
Contract Value: \$640,000 thousand

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## Progressive Commercial Aquatics, Inc.

### Blockhouse M.U.D. –

Project: Swimming Pool,  
Renovation/Installation of O-  
Depth/MP50 Slide/Rain Drop  
Location: 8217 Shoal Creek Blvd. Austin, TX  
Project Manager: Gray, Jansing & Associates, Inc.  
Contract Value: \$725,000 thousand

### Springwoods M.U.D. –

Project: Complete Swimming Pool  
Renovation/O-Depth/MP50  
Slide/Rain Drop  
Location: 9117 Anderson Mill Rd. Austin, TX  
Project Manager: Murfee Engineering Consultants  
Contract Value: \$720,000 thousand

### City of Austin – Big Stacy Pool –

Project: Complete Renovation  
Location: 505 Barton Springs Rd. Austin, TX  
Designer: ACR Engineering  
Contract Value: \$780,000 thousand

### City of Harker Heights –

Project: Harker Heights Swimming Pool  
Renovation  
Location: Harker Heights, TX  
Designer: Halff Associates  
Contract Value: \$800,000 thousand

### City of Copperas Cove –

Project: Swimming Pool Renovation  
Location: Copperas Cove, TX  
Designer: Waterscape Consultants  
Contract Value: \$800,000 thousand





## Progressive Commercial Aquatics, Inc.

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### Fairway Pines – Woodlands Resort & Country Club –

Project: Adult pool, Family pool & Spa  
Location: The Woodlands, TX  
Project Manager: Alliance Construction  
Contract Value: \$1.8 million

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### City of West Columbia Municipal Pool –

Project: New pool  
Location: West Columbia, TX  
General Contractor: R.G.I  
Contract Value: \$910,000 thousand

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### Keller Recreation & Aquatic Park –

Project: Indoor Pool w/ Slide & Play  
Structures & Outdoor pool w/slides  
& Play Structures  
Location: 405 Rufe Snow Dr. Keller, TX  
Designer: Councilman, Hunsaker & Associates  
Contract Value: \$2.4 million

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### Central Texas College –

Project: New Sports Facility – Natatorium  
Location: 6200 W Central TX Expressway  
Killeen, TX  
Design: Freese & Nichols  
Contract Value: \$920,000 thousand

---

### City of Lago Vista –

Project: New Complete Pool w/ 0 Depth  
Entry & Water Toys  
Location: Lago Vista, TX  
Project Manager: Royal Vista, Inc.  
Contract Value: \$850,000 thousand

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## Progressive Commercial Aquatics, Inc.

### City of Burnet –

Project: Galloway Hammond Recreational  
Location: 1601 S Water Hwy 281 S Burnet, TX  
Designer: Willis Environmental Engineering  
Contract Value: \$1.2 million

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### Sea World – Phase II –

Project: Addition to the Water Play,  
Amenity-Lazy River  
Location: San Antonio, TX  
Designer: Water Technology Inc.  
Contract Value: \$1.3 million

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### Hyatt Hill Country Vacation Club –

Project: Pool & Lazy River  
Location: 9700 W Military Dr. San Antonio,  
TX  
Designer: Lyda Builders, Inc.  
Contract Value: \$2.2 million

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### Waco Water Park –

Project: Leisure & Competitive Pool  
Location: 900 Lake Shore Dr. Waco, TX  
Project Manager: Kinley Horn  
Contract Value: \$1.4 million

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### NRH2O –

Project: Interactive Water Play  
Unit  
Location: 9001 Grapevine Highway  
North Richland Hills, TX  
Project Manager: Kimley Horn & Mark Hatchel  
Contract Value: \$1.7 million

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## Progressive Commercial Aquatics, Inc.

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### Agnes Moffitt – City of Houston –

Project: Complete Pool Renovation  
Location: 611 Walker Houston, TX  
General Contractor: Sunland Engineering  
Contract Value: \$1.3 million

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### Bedford Boys Ranch – Splash @ the Boys Ranch –

Project: 2 Pools & 2 Slides  
Location: 2801 Forest Ridge Dr. Bedford, TX  
Project Manager: Kimley Horn  
Contract Value: \$1.5 million

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### Seaworld – Phase I – Splash Attack! –

Project: Water Play Amenity  
Location: San Antonio TX  
Designer: Water Technologies  
Contract Value: \$1 million

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### Piney Woods Baptist Encampment –

Project: Pool Renovation  
Location: PO Box 133 Woodland, TX  
Contract Value: \$690,000 thousand

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### Fort Worth Modern Art Museum –

Project: Reflection Pond  
Location: 3200 Darnell St. Fort Worth, TX  
Project Manager: Linbeck Construction  
Contract Value: \$1.3 million

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### Cleburne Aquatic Park –

Project: 2 Pools, 1 Slide & Play Structure  
Location: 1010 Hillsboro St. Cleburne, TX  
Project Manager: Big Sky Construction  
Contract Value: \$1.4 million

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## Progressive Commercial Aquatics, Inc.

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### Galena Park ISD –

Project: New Indoor Natatorium & 25 Yard Stretch Pool  
Location: 14705 Woodforest Blvd Houston, TX  
General Contractor: Drymalla Construction  
Contract Value: \$900,000 thousand

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### City of College Station – Adamson Lagoon –

Project: Complete Renovation  
Location: 1900 Anderson College Station, TX  
Designer: Waterscape Consultants  
Contract Value: \$1.1 million

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### City of Austin –

Project: Bartholomew Municipal Pool  
Location: 1800 E 51<sup>st</sup> St. Austin, TX  
General Contractor: Chasco Constructors  
Contract Value: \$1.56 million

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Progressive Commercial Aquatics, Inc.  
Houston, TX United States

Certificate Number:  
2018-426812

Date Filed:  
11/19/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of League City

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2019 Pool Plaster & Tile  
Strip and install new plaster and tile

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



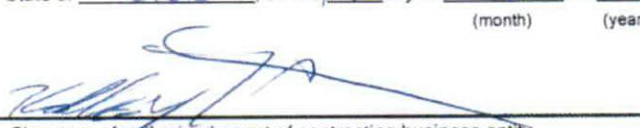
### 6 UNSWORN DECLARATION

My name is Kelley Humble, and my date of birth is 04/14/1979.

My address is 2510 Farrell Rd, Houston, TX, 77073, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 19th day of Nov, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Brady, Chapman, Holland & Associates  
10055 West Gulf Bank  
Houston TX 77040

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): 713-688-1500 FAX  
(A/C, No): 713-688-7967  
E-MAIL  
ADDRESS: eCSR24@bch-insurance.com

INSURED  
PROGRESSIV2  
Progressive Commercial Aquatics, Inc  
2510 Farrell Rd  
Houston TX 77073

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Transportation Insurance Co. (CNA)	20494
INSURER B: American Casualty Co of Reading PA	20427
INSURER C: Continental Casualty Co. (CNA)	20443
INSURER D: Texas Mutual Insurance Co	22945
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 411741159

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		5094982447	3/31/2018	3/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C5095120963	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		5095120879	3/31/2018	3/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0001223875	3/31/2018	3/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment		5094982447	3/31/2018	3/31/2019	Any One Item \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes Blanket additional insured on the general liability per form CNA75079XX 1-15 and automobile per form CNA63359XX 4-12, with a waiver of subrogation on the general liability per form CNA75008XX 1-15, automobile per form CNA63359XX 4-12 and workers compensation per form WC420304B when required by written contract. This insurance is primary and non-contributory as respects general liability CNA74705XX 1-15. Umbrella follows per form CNA75504XX 3-15.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the bidder/proposer certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 KCH Addendum #2 KCH Addendum #3 KCH  
Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: Progressive Commercial Aquatics, Inc.  
REPRESENTATIVE'S NAME: Kelley Humble  
REPRESENTATIVE'S TITLE: Sales Manager  
MAILING ADDRESS: 2510 Farrell Rd.  
CITY, STATE, ZIP: Houston, TX 77023  
PHONE & FAX NUMBERS: 281-982-0212  
E-MAIL ADDRESS: kelley@proaquatic.com  
AUTHORIZED SIGNATURE: [Signature]  
DATE: 11/19/18



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

November 1, 2018

Bid Proposal For: RFP #19-ParkOp-002

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.

Addendum as follows:

Site visit scheduled on Wednesday, November 7<sup>th</sup> at 2 PM will take place at:

Walker Street Municipal Pool  
450 W Walker  
League City, TX 77573

If you have any questions, please contact Amanda Smith at [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

**NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.**

*G. Valeris Pope*

Gwynetheia V. Pope, CTPM, CTCM  
Senior Buyer

  
\_\_\_\_\_  
Signature of Proposer

*11/19/18*  
\_\_\_\_\_  
Date





CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. TWO (2)

November 14, 2018

**Bid Proposal For: RFP 19-ParkOp-002 Replaster Renovation of Walker Campus Municipal Pool**

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

**Addendum as follows:**

The deadline for submission of questions has been extended to Thursday, November 15<sup>th</sup> at 4 PM.

If you have any questions, please contact Amanda Smith at [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

**NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.**

*Alfred C. Turner*

Alfred C. Turner  
Purchasing Manager

*[Signature]*  
Signature of Proposer

11/19/18  
Date



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. Three (3)

November 15, 2018

Proposals for: RFP # 19-ParkOp-002 Replaster Renovation of Walker Campus Municipal Pool

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THEIR SUBMISSION.

Addendum as follows:

Below are questions that were received, and the answers to these questions are in bold.

1. What kind of plaster is going back in?

City Response: White

2. Is there going to be a certification on the targets? I.e. do they need to be Olympic spec lanes? Certified?

City Response: No certification on the targets. Only to match existing, no swim meets take place at this pool any longer due to availability. Only use by swim teams for practice purposes.

3. Removal of plaster does this need to be Hydro Blasted or Chipping Hammers. I'm assuming hydro blast is what's desired?

City Response: Removal means has not been specified and has been chipping hammers in the past.

4. How many times has this pool been plastered?

City Response: 2 times during the past tenure and both were only bond coat method. There's no recollection of anything prior and do not know for sure how many layers of plaster but would assume 2-5 bond coat methods in the past due to the delamination currently occurring in spots. This is the reason for full replacement method this time with removal down to concrete.

5. Are there old blue prints of the pool that can be looked at?

City Response: None to be considered accurate as the pool was built in the 70's.

6. Will the kids pool be included in the bid?

City Response: No, it was recently replastered with full removal of plaster with findings being 5 layers of bond coating.

7. What is the approximate depths of the pool?

City Response: It is a T-shaped pool that can be viewed with Google images, with long course lane ends being slightly deeper than 3' at shallowest and 5' at center/short course shallow end up to deep end transition line, with diving board/deep end of short course gradually sloping to approximately 12' at center/drains from the transition line.

End of Addendum

If you have any questions, please contact Amanda Smith at [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

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Alfred C. Turner

Alfred C. Turner  
Purchasing Manager

[Signature]

Signature of Proposer

[Signature] 11/19/18

Date