



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Sunbelt Pools, Inc.** (“Contractor”), located at **10555 Plano Road, Dallas TX 75238** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Hometown Heroes Pool 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 commence on **February 1, 2025** and shall expire on **May 31, 2025**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, 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, 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.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$1,541,765.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. 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. **Liquidated Damages:** Liquidated damages are applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **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 (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within 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, 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, 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 City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf 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 City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify

City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of 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 City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its 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 City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **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 formation; 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.
11. **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.
12. **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 City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, 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.**

14. **Force Majeure:** Neither 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 solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement 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 notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the 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.
17. **State and/or City 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 or the City's internal auditor (collectively, the "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.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **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 City and 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 City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding 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.
21. **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.
22. **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.

23. **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.
24. **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, bearing such loss or damage will be Contractor's responsibility.
25. **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.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **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"). Any 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.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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 City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that 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. 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.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . (date to be filled in by City Secretary)

SUNBELT POOLS, INC - "Contractor"



Rob Morgan, President

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Attorney

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are 41 pages for Exhibit A, including this page)

Sunbelt Proposal – RFP 25-008, Design plans

Proposer: Sunbelt Pools Inc.

Proposer Contact: Phil Collins – philc@sunbeltpools.com

(214) 537-7125



Bid Enclosed

HOMETOWN HEROES POOL RENOVATION

Project Number PK2404

Bid #25-008

City of League City, Office of the Purchasing Manager

300 West Walker Street, League City, Texas 77573

Original



SUNBELT POOLS

TAB A

QUALIFICATIONS

AND

EXPERIENCE



214-343-1133



10555 Plano Rd,
Dallas TX 75218



sunbeltpools.com



SUNBELT POOLS

TAB A QUALIFICATIONS AND EXPERIENCE

QUALIFICATIONS:

1. Sunbelt Pools has been specializing in commercial swimming pool construction and remodeling for over 30 years. We currently employ more than 100 team members, with 70 of them being skilled laborers who are experts in all aspects of swimming pool construction. To meet the project schedule, Sunbelt Pools will need approximately 15 team members dedicated specifically to this project.
2. Sunbelt Pools is located in Dallas, Texas. Our crews and project management will be mobilized from our Dallas office to the project site. We currently do not have any local team members.
3. Sunbelt Pools works with the same plaster supplier, plaster installers, deck topping contractor, and hydro blasting subcontractor for all remodels. This ensures that we assemble the most qualified team to meet the project schedule.

EXPERIENCE

1. Sunbelt Pools has extensive experience in remodeling projects like this. Our most recent re-plastering of a 50-meter swimming pool was completed in August 2024 for Tyler ISD in Tyler, TX.
2. See Tab E for our List of References.
3. See Tab E for our List of References.



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SUNBELT POOLS

TAB B

PROJECT

IMPLEMENTAION



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TAB B

PROJECT IMPLEMENTATION PLAN

Sunbelt Pools has Stated that this Project will Take No More than 99 Calendar Days to Complete. The Schedule Below is Broken Down into 3 Phases.

KEY PROJECT PHASES:

1. Submittals – Mobilization – Demolition – Concrete Paving (Weeks 1-6)

- Tasks:

- Submittals – 2 Weeks
- Order All Materials – As soon as we receive approved submittals and color selections
 - It will be of utmost importance to get the submittals returned to us ASAP. Any delay in approval of the submittals could have a negative impact on the overall schedule.
- Mobilize – Begin demolition while we wait for the approval of the submittals
 - Perform Leak Test
 - Remove the Water Features and Transport them to Be Prepped for a New Finish
 - Begin and Complete the Hydroblasting/Removal of the Existing Swimming Pool Plaster – The Hydroblasting/Removal of the Existing Swimming Pool Plaster will take Approximately 6 Weeks to Complete
 - Begin and Complete the Removal of All Swimming Pool Tile and Coping
 - Begin and Complete the Deck Demolition and Removal
 - Begin and Complete the Removal of the Deck Depth Markers
 - Begin and Complete the Removal of the Existing Deck Topping
 - Begin and Complete the Removal of the Existing Joint Sealant
 - Begin and Complete the Removal of the Outdoor Showers
- Concrete Paving – Form, Reinforce, and Pour the New Concrete Paving Sections



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SUNBELT POOLS

2. Tile and Coping Installation – Water Feature Remediation – Plaster Prep – Deck Topping Prep (Weeks 7-11)

- Tasks:

- **Tile and Coping Installation**
 - **Begin and Complete the Installation of All Swimming Pool Tile and Coping**
- **Remediate the Water Features and Re-Install the Features**
- **Clean the Pool and Prep for the Plaster Installation**
- **Clean the Pool Deck and Prep for the Deck Topping Installation**

3. Plaster Installation – Deck Topping Installation – Turnover to the Owner (Weeks 12-14)

- Tasks:

- **Plaster Installation – Fill the Pool and Balance the Water Chemistry**
- **Deck Topping Installation**
- **Install the Shower Towers**
- **Final Clean**
- **Turn Over the Project to the Owner**



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Quality Control

Roles:

Project Manager: This person oversees the entire project, ensures timeline adherence, and addresses any issues and concerns that the owner might have. They also coordinate with subcontractors and suppliers.

Site Supervisor: This individual oversees on-site operations and collaborates with the project manager to ensure that the project remains on schedule. This individual also works with the crew to facilitate day-to-day activities and deliveries.

Communication Plan:

Sunbelt Pools' Project Manager will schedule weekly meetings with the project team to assess progress and resolve challenges. The PM will maintain open lines of communication with suppliers to track material status and updates.

Quality Assurance:

Sunbelt Pools' Project Manager will perform regular quality checks at each phase to ensure compliance with specifications. The PM and Site Supervisor will engage with all on-site workers to ensure safety and quality procedures are followed.

Risk Management:

Sunbelt Pools' Project Manager will identify potential risks, such as weather delays or supply chain disruptions, and, if necessary, develop contingency plans for any identified risks (e.g., alternative suppliers or installers).

Health and Safety:

Sunbelt Pools will prioritize worker safety and adhere to proper safety regulations. We will implement site-specific safety training for all workers involved in the project.

Summary:

By following this implementation plan and methodology, the project aims to be completed efficiently within the stipulated time frame, ensuring a high-quality finish that meets client expectations.



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TAB C PRICING AND FEES



214-343-1133



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BID PROPOSAL
BID FOR UNIT PRICE CONTRACT

DATE: 12/17/2024

Proposal of

Sunbelt Pools Inc.

(Hereinafter called "Proposer")

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS
CITY OF LEAGUE CITY, TEXAS
(Hereinafter called "OWNER")

The Proposer, in compliance with your invitation for bids for the construction of:

Hometown Heroes Pool Renovation
Project Number PK2404
Bid # 25-008

having carefully examined the plans, specifications, instructions to proposers, invitation to bid and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated in Exhibit "A" attached hereto.

The Proposer binds himself, upon acceptance of his proposal, to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated in Exhibit "A" of this proposal.

The proposer understands that, the OWNER will use \$240.00 as the monetary value of a calendar day and the number of days bid as grading criteria for award.

Proposer hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to substantially complete, within the calendar days specified in this proposal, after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications. Proposer hereby further agrees to pay to OWNER as liquidated damages, the above stipulated amount for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits, and any other cost that is necessary to complete the job to the

City of League City

Engineer's specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for over runs or under runs of quantities.

Proposer understands and agrees that this bid proposal shall be completed and submitted in accordance with the General Instructions to Proposers.

Proposer understands that the OWNER reserves the right to reject any or all bids, use deductible bid items and to waive any formality in the bidding.

Proposer agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed and to substantially complete the work on which he has bid, as provided in the contract documents. It is understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for overruns or underruns of quantities.

Enclosed with this proposal is a cashier's check or certified check for _____ Dollars (\$ _____) or a bid bond in the sum of 5% of the Amount Bid (\$ _____), as which it is agreed shall be collected and retained by the OWNER as liquidated damages in the event the proposal is accepted by the OWNER and the undersigned fails to execute the necessary contract documents and the required bonds (if any) with the OWNER within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise said check or bond shall be returned to the undersigned upon demand.

Unit Prices are to be shown in Figures. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum there of will be resolved in favor of the correct sum.

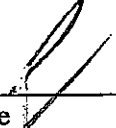
The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, incidental costs, fees, profit, insurance, etc., to cover the finished work of the several kinds called for.

Proposer understands and agrees that the contract to be executed by Proposer shall be bound and includes all contract documents made available to him for his inspection in accordance with the Notice to Proposers.

Sunbelt Pools Inc.

Proposer

By: _____

Signature 

Type or Print:

Proposer's

Name: Rob Morgan


(If Proposer is a Corporation)

Proposer's
Address:

10555 Plano Road

Dallas, TX 75238

Attest:


Secretary

(Corporate Seal)



Name of

Person Signing: _____

Office Held: _____





SUBCONTRACTORS AND MAJOR SUPPLIERS FORM

LIST OF SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED:

1. Atlantis Plastering - Hydroblasting Contractor - Plaster Installer
2. Deck Topping - All Texas Decks
- 3.
- 4.

LIST OF LOCAL SUBCONTRACTORS:
(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)

- 1.
- 2.
- 3.
- 4.

LIST OF MAJOR SUPPLIERS:

1. SGM - Diamond Brite Plaster Supplier
2. Dal-Tile - Tile Supplier
- 3.
- 4.

LIST OF LOCAL MAJOR SUPPLIERS:
(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)

- 1.
- 2.
- 3.
- 4.

PROPOSER 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.

Proposer 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.

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

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

Addendum #1 *R* Addendum #2 *R* Addendum #3
Addendum #4 Addendum #5 Addendum #6

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: Sunbelt Pools Inc.
REPRESENTATIVE's NAME: Rob Morgan
REPRESENTATIVE's TITLE: President
MAILING ADDRESS: 10555 Plano Road
CITY, STATE, ZIP: Dallas, TX, 75238
PHONE & FAX NUMBERS: (214) 722-5082
E-MAIL ADDRESS: Robm@sunbeltpools.com
AUTHORIZED SIGNATURE: *R*
DATE: 12/17/24

SECTION 00 41 13 – PROPOSAL FORM

**EXHIBIT A
to Contractor's Proposal**

SCHEDULE OF VALUES

Date: 12/16/2024

Proposal of: Sunbelt Pools Inc.

Address: 10555 Plano Road, Dallas, TX 75238

Phone: (214) 537-7125

E-mail: philc@sunbeltpools.com

Project: **Hometown Heroes Pool Renovation**
1001 E League City Parkway,
League City, Texas, 77573

To: **The City of League City**
Purchasing Department
300 West Walker Street
League City, Texas, 77573
(281) 554-1000

Having carefully examined the Standard Agreement, General Conditions, General Requirements, Specifications and Drawings and Addenda prepared by TBG Partners for the construction of the above project and having ascertained all of the conditions affecting the proposed work and having visited the site, we do hereby propose to furnish all supervision, labor, taxes, permits, materials, transportation, services, equipment and incidentals necessary for the construction and proper completion of the entire work called for by the above documents for the lump sum prices as indicated below:

1.1 BASE BID PROPOSAL

OVERALL TOTAL BASE BID PROPOSAL Dollars \$ 1,485,365.00 Numbers

One Million Four Hundred Eighty-Five Thousand Three Hundred Sixty-Five Dollars and Zero Cents Written

CALENDAR DAYS TO SUBSTANTIALLY COMPLETE PROJECT 99 Calendar Days
[Not to exceed 100 calendar days]

Total Proposal Price should be a total of Item 1, 2, 3, 4, 5, and 6 listed below:

ITEM 1: GENERAL CONDITIONS:

DOLLARS \$ 45,000.00

Total Proposal Price shall include all General Conditions as reflected in the proposal documents but is not limited to items A – B below.

ITEM	UNIT \$	UNIT	QTY.	TOTAL
A. Mobilization	\$15,000.00	L.S.	1	Dollars \$ 15,000.00
B. Bonds	\$25,000.00	L.S.	1	Dollars \$ 25,000.00
C. Insurance	\$5,000.00	L.S.	1	Dollars \$ 5,000.00

ITEM 2: DEMOLITION:

DOLLARS \$ 360,394.00

Total Proposal Price shall include all Demolition and hauling off of Items as reflected in the proposal documents but is not limited to Items C – N below.

ITEM	UNIT \$	UNIT	QTY.	TOTAL
D. Cut and remove concrete pool deck	\$6.00	S.F.	4,190	Dollars \$ 25,140.00
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal and hauling away of the existing concrete pool deck as shown on the plans.</i>				
E. Remove coating from existing concrete pool deck	\$4.00	S.F.	14,460	Dollars \$ 57,840.00
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing "spray deck" or "sun deck" surface coating on the pool deck surrounding the pools as shown on the plans.</i>				
F. Remove coating from existing beach entry of children's pool	\$4.00	S.F.	95	Dollars \$ 380.00
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing "spray deck" or "sun deck" surface coating on the beach entry of the children's pool as shown on the plans.</i>				
G. Remove pool plaster	\$15.00	S.F.	13,362	Dollars \$ 200,430.00
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing plaster finish inside the swimming pool as shown on the plans.</i>				

1

The scope of work provided by the pool contractor must include the removal of the existing white plaster finish (by hydroblasting, not chipping).

Pressure Requirements for Hydroblasting: It is not the intent of the Plans or Specifications to mandate a specific water pressure with which hydroblasting must occur. The bidder will determine its own nozzle pressure required to remove the majority of the existing plaster in the pool down to the original concrete pool shell. The pressure used by hydroblasting must be such that it will adequately remove the existing plaster but will not damage the concrete pool shell. It is understood that not 100 percent of the existing plaster will be removed. However, bare concrete should be apparent throughout the majority of the pool upon completing the hydroblasting process.

- H. Remove pool water line tiles \$25.00 S.F. 400 Dollars \$ 10,000.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing water line tiles inside the pools as shown on the plans.
 Remove pool lap lane tiles \$25.00 S.F. 1,657 Dollars \$ 41,425.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals
- I. *for the removal of the existing lap lane marking tiles inside the swimming pool as shown on the plans.*
- J. Remove pool coping \$15.00 L.F. 631 Dollars \$ 9,465.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing brick coping around the swimming pool and children's pool as shown on the plans.
- K. Remove stair nosing and delineator tiles \$10.00 ~~S.F.~~ L.F. 53 Dollars \$ 530.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing stair nosing tile and delineator tiles in the swimming pool as shown on the plans.
- L. Remove depth marking and 'No Diving' tiles \$110.00 S.F. 56 Dollars \$ 6,160.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing depth marking tiles and "no diving" tiles from the pool deck and waterline tile band as shown on the plans.
- M. Remove existing joint sealant \$4.00 L.F. 631 Dollars \$ 2,524.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing joint sealant between back of pool coping and adjacent pool deck as shown on the plans.
- N. Remove existing paint and finish from aquatic play equipment \$1,000.00 EA. 6 Dollars \$ \$6,000.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing paint and/or powder coat finishes from the existing aquatic play equipment as shown on the plans.
- O. Remove existing outdoor showers \$250.00 EA. 2 Dollars \$ 500.00
Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing outdoor showers as shown on the plans.

ITEM 3: SITEWORK:

DOLLARS \$ 440,605.00

Total Proposal Price shall include all Sitework items as reflected in the proposal documents but is not limited to Items O - Q below.

ITEM	UNIT \$	UNIT	QTY.	TOTAL
P. Concrete Paving	<u>\$26.00</u>	S.F.	<u>4,190</u>	Dollars \$ <u>108,940.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of new concrete pool deck as shown on the Plans, complete and in place.</i>				
Q. Pool Deck Coating	<u>\$17.00</u>	S.F.	<u>18,745</u>	Dollars \$ <u>318,665.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of pool deck coating on top of concrete base as shown on the Plans, complete and in place.</i>				
<i>Contractor shall thoroughly clean the concrete and prepare to receive a new application of textured acrylic deck surfacing material. ("Sun Deck" or equal). All manufacturer specifications and installations guidelines to be followed for proper application.</i>				
R. Outdoor Shower Tower	<u>\$6,500.00</u>	EA.	<u>2</u>	Dollars \$ <u>\$13,000.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation and connectlons of the outdoor showers as shown on the plans.</i>				

ITEM 4: POOL:

DOLLARS \$ 639,366.00

Total Bid Price shall include all Pool items as reflected in the bid documents but is not limited to items below.

ITEM	UNIT\$	UNIT	QTY.	TOTAL
S. Installation of pool plaster	<u>\$18.00</u>	S.F.	<u>13,362</u>	Dollars \$ <u>240,516.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of a new exposed aggregate plaster finish as shown on the Plans, complete and in place.</i>				
T. Installation of surface coating in children's pool	<u>\$16.00</u>	S.F.	<u>95</u>	Dollars \$ <u>1,520.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of "spray deck" or "sun deck" surface coating on the beach entry of the children's pool as shown on the plans.</i>				
U. Installation of pool water line tiles	<u>\$100.00</u>	S.F.	<u>400</u>	Dollars \$ <u>40,000.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of water line tiles inside the pools as shown on the plans.</i>				
V. Installation of pool lap lane tiles	<u>\$100.00</u>	S.F.	<u>1,657</u>	Dollars \$ <u>165,700.00</u>
<i>Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of lap lane marking tiles inside the swimming pool as shown on the plans.</i>				

W. Installation of pool coping \$110.00 L.F. 631 Dollars \$ 69,410.00

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of brick coping around the swimming pool and children's pool as shown on the plans.

X. Installation of stair nosing and delineator tiles \$67.00 S.F. 53 Dollars \$ 3,551.00
L.F.

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of stair nosing tile and delineator tiles in the swimming pool as shown on the plans.

Y. Installation of depth marking and 'No Diving' tiles \$440.00 S.F. 56 Dollars \$ 24,640.00
QTY

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of depth marking tiles and "no diving" tiles in same locations as shown on the plans. Depth and No Diving markings on walking surfaces must have a slip-resistant finish.

Z. Installation of joint sealant \$11.00 L.F. 631 Dollars \$ 6,941.00

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the installation of joint sealant between back of pool coping and adjacent pool deck as shown on the plans.

Contractor shall prepare all joints properly to receive new joint sealant. Once the joints are properly prepared to receive new sealant, Contractor shall install new self-leveling urethane joint sealant in the expansion joint.

AA. Replace pool light fixtures \$1,650.00 QTY 20 Dollars \$ 33,000.00

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the replacement of all existing light fixtures in the pools with new LED fixtures providing equal or better illumination, complete and in place.

BB. Application of powder coat finish on aquatic play equipment \$10,988.00 L.S. 1 Dollars \$ 10,988.00

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the application of powder coat finishes to the existing aquatic play equipment as shown on the plans.

Contractor shall prepare the play elements properly to receive a new powder coat finish. Once the aquatic play features have been properly prepared, Contractor shall provide a new powder coat finish on all play features and then re-install each play feature in its correct location in the pool. The play features must be re-plumbed to match their current installation. Powder coat colors for new play features will be determined by Architect and Owner.

CC. Remove and replace pool filter sand \$40,000.00 L.S. 1 Dollars \$ 40,000.00

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of the existing filter sand inside the pool filters and replacement with new filter sand complete and in place.

1

CCA. Perform Leak Test \$3,100.00 L.S. 1 Dollars \$ 3,100.00

Bidders must include costs for performing leak tests on the pool plumbing and pool shells for both pools prior to demolition of the concrete. Bidders shall include cost(s) for leak tests in the Base Bid. Leak tests will be performed while the pools are filled with water (within the time period after a contract has been awarded but prior to removal of the existing plaster).

ITEM 5: CITY'S DISCRETIONARY ALLOWANCE:

DOLLARS \$ 50,000

Each Bidder will include in the bid an Owner's Discretionary Allowance in the amount of \$50,000.00. This allowance will be used for at the City's direction during the construction process. The allowance will be utilized only upon prior written approval of the City and the Engineer-of-Record and will not be used by Contractor as supplemental funds available to Contractor for items missed during the bid or unaccounted for.

ITEM 6: MISCELLANEOUS ITEMS:

DOLLARS \$ 0.00

*This section is for misc. items not listed above but required to complete project as drawn. Submit additional breakdown of these items if this section is needed.

ITEM	UNIT\$	UNIT	QTY.	TOTAL
DD. _____	_____	_____	_____	Dollars \$ _____
EE. _____	_____	_____	_____	Dollars \$ _____
FF. _____	_____	_____	_____	Dollars \$ _____
GG. _____	_____	_____	_____	Dollars \$ _____
HH. _____	_____	_____	_____	Dollars \$ _____
II. _____	_____	_____	_____	Dollars \$ _____
JJ. _____	_____	_____	_____	Dollars \$ _____
KK. _____	_____	_____	_____	Dollars \$ _____
LL. _____	_____	_____	_____	Dollars \$ _____
MM. _____	_____	_____	_____	Dollars \$ _____
NN. _____	_____	_____	_____	Dollars \$ _____
OO. _____	_____	_____	_____	Dollars \$ _____
PP. _____	_____	_____	_____	Dollars \$ _____
QQ. _____	_____	_____	_____	Dollars \$ _____
RR. _____	_____	_____	_____	Dollars \$ _____
SS. _____	_____	_____	_____	Dollars \$ _____
TT. _____	_____	_____	_____	Dollars \$ _____

1.2 ALTERNATE BID PROPOSAL

OVERALL TOTAL ALTERNATE BID PROPOSAL Dollars \$ 6,400.00 Numbers

Six Thousand Four Hundred Dollars and Zero Cents

Written

Total Alternate Price should be a total of Item A1 listed below:

ADD ALTERNATE A **DOLLARS \$ 6,400.00**

This section is for Alternate Bid Items. Items listed below shall not be included in Total for Base Bid items. The City shall choose to approve or reject alternate bid items at the time of project award.

ITEM	UNIT\$	UNIT	QTY.	TOTAL
A1. Remove and replace all pool floor Inlets	<u>\$100.00</u>	EA.	<u>64</u>	Dollars \$ <u>6,400.00</u>

Furnish all labor, materials, equipment superintendence, insurance, and all other incidentals for the removal of existing pool floor inlets from each pool and replace with new floor inlets equal (or better) to the removed inlets.

1.3 UNIT PRICE LIST

- A. When changes are ordered other than that identified in the base bid proposal involving extra cost above the Contract Sum, and when such work has been approved in writing by the City of League City or the City Representative and the Landscape Architect, the successful proposer agrees that the contract sum shall be adjusted according to the following unit prices.
- B. Unit prices cover the cost of all work and materials in place complete per drawings and specifications including but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee, (i.e. unit prices provided for a particular shrub shall also include all bed preparation and mulching costs required by drawings and specifications for that single shrub). All items in the unit price list shall meet all requirements of the plans and specifications.

1.4 LIST OF SUB-CONTRACTORS

- A. Contractor shall list the names and addresses of all sub-contractors with whom he intends to enter into Contracts for the execution of portions of the entire Work under consideration, with his Bid Proposal. No substitutions of sub-contractors shall be made without the City Representative's written permission first having been obtained through the Architect.
- B. Contractor understands that, if he fails to list a sub-contractor for any portion of the Work, he shall be deemed to have agreed to do such Work with his own forces without the employment of sub-contractors, unless he first obtains the City Representative's written approval through the Architect.

1.5 CONTRACT TIME

- A. The proposer agrees, if awarded the Contract, he (or they) will commence work within ten (10) calendar days after receipt of written Notice to Proceed and guarantees to substantially complete all work embodied in the Contract within the time frames described in the Summary Section 01 10 00, and any approved time extensions, from the date of the Notice to Proceed.

1.6 PROPOSAL WITHDRAWAL

- A. This proposal shall be valid and not withdrawn for a period of ninety (90) days from the date of the opening, thereof.

1.7 BONDS

- A. All bids shall be accompanied by a bid guaranty in an amount not less than five percent (5%) of the total amount of the Base Bid. Acceptable guaranty shall be a bid bond with Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

Bid guaranty accompanying the Bid of all bidders will be retained until Contract is awarded and successful bidder executes Contract and furnishes required bonds and

insurance. All other bid guaranties will be returned after Contract is awarded and successful bidder executes Contract and furnishes required bonds and insurance.

- B. Performance and Payment Bonds will be required by the successful proposer in the amount equal to the Contract Amount as security for faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Payment and Performance bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established bylaw or by the City pursuant to applicable law.
- C. Maintenance Bond will be required by the successful proposer in an amount not less than five percent (5%) of the total amount of the Contract Amount as security for faithful maintenance of all Contractor's obligations under the Contract Documents. Maintenance bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law.

1.8 PAYMENT SCHEDULE

- A. Payment Applications will be submitted to the Consultant on AIA forms G702 and G705 for approval by the Consultant. Approved applications will be sent to the City of League City and will be paid subject to 10% retainage. The day of payment application submittal and the day the contractor is to be paid each month, will be determined at the pre-construction meeting.

END OF SECTION 00 41 13



TAB F

BID BOND



214-343-1133

10555 Plano Rd,
Dallas TX 75218

sunbeltpools.com

City of League City

BID BOND

STATE OF TEXAS

SURETY'S NO. N/A

COUNTY OF Galveston

KNOW ALL MEN BY THESE PRESENTS that Sunbelt Pools, Inc.
(hereinafter called the "Principal"), as Principal, and Travelers Casualty and Surety Company of America,
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of League
City, Texas (hereinafter called the "Obligee"), in the amount of Five Percent of Greatest
Amount Bid Dollars (\$ 5% G.A.B.),
for the payment whereof the said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written
Contract with the Obligee to 25-008 - Hometown Heroes Pool Renovation (RE-BID) -
Project Number PK2404


NOW, THEREFORE, the condition of this obligation is such that if the said Principal
shall faithfully enter into such written Contract, then this obligation shall be void but otherwise,
shall remain in full force and effect.


City of League City

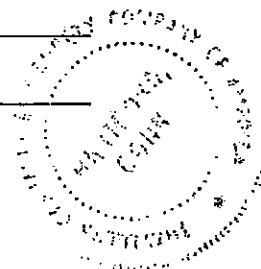
IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, if required, the Oblige, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided further that if any legal action be filed upon this Bond, venue shall lie in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 19th day of December, 2024.

Sunbelt Pools, Inc.
Principal
By: 
Address: 10555 Plano Rd.
Dallas, TX 75238

Travelers Casualty and Surety Company of America
Surety
By: 
Felix Navejar, Attorney-in-Fact
Address: One Tower Square
Hartford, CT 06183



Project: 25-008 - Hometown Heroes Pool Renovation (RE-BID) - Project Number PK2404
Obligee: City of League City
Principal: Sunbelt Pools, Inc.
Bid Bond



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Felix Navejar of Grapevine, Texas their true and lawful Attorney-In-Fact(s) to sign, execute, seal an acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut
City of Hartford ss.



By: [Signature]
Robert L. Raney, Senior Vice President

On this 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2026



[Signature]
Anna P. Nowik

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

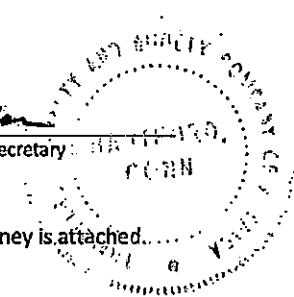
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of December, 2024



[Signature]
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: FINANCIAL INFORMATION and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Sunbelt Pools Inc.

Signature:  _____ Date: 12/17/2024

Print Name: Rob Morgan Print Title: President

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

None

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
Signature of person doing business with the governmental entity

12/18/24

Date

**City of League City
House Bill 89 Verification**

I, Rob Morgan (Person name), the undersigned
representative of (Company or Business name) Sunbelt Pools Inc.

(hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

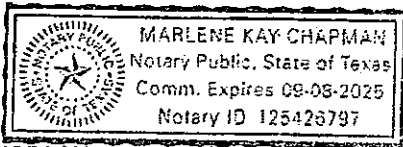
1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

12/17/24
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

On this the 17th day of December, 2024, personally appeared
Rob Morgan, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




NOTARY SIGNATURE

12/17/2024
Date

The City of League City
300 WEST WALKER STREET, LEAGUE CITY, TEXAS 77573
HOMETOWN HEROES PARK POOL RENOVATION
1001 E LEAGUE CITY PKWY, LEAGUE CITY, TEXAS 77573
PK 1803
Demolition / Sitework / Pool



VICINITY MAP



LOCATION MAP



A PROJECT BY

OWNER:
City of League City

CONTACT: Chien Wei,
Parks Director
300 W Walker St.
League City, TX 77573
O: 281/954-1187

AQUATIC ENGINEER:
Aqueous Engineering

CONTACT: Bryan Zagler, PE, AIA
1028 SSE Loop 323, Suite R-2A
Tyler, TX 75781
O: 903/296-8688
C: 903/536-1078

LANDSCAPE ARCHITECT:
TSG Partners

CONTACT: Blake Coleman
1233 W Loop South, Suite 1480
Houston, TX 77027
O: 713/428-9027
F: 713/428-9067

INDEX OF SHEETS

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Sitework			
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Pool			
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NOVEMBER 5, 2024	CONSTRUCTION	Swimming Pool Site Plan	SP4.1

REVIEW SIGNATURES

REVIEW SIGNATURES

RON BAYARAK, P.E.
EXECUTIVE DIRECTOR OF PROJECT MANAGEMENT

The review signatures shown for this set of plans is to signify approval or non-approval and is purely a reflection of the City's review process.

CHRISTOPHER SMIC, P.E.
EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES
CITY OF LEAGUE CITY

The signer of this set of plans has no objection to the design of these plans. Through the review process these plans have been found to be in general compliance with League City's "General Design and Construction Standards" manual and Construction Details. It should be noted that all annotations, measurements and overall the work which these plans should be checked and verified. This approval is good for 1 (one) year from the date of signing as shown. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the state of Texas, which assumes the engineer's responsibility and accountability. Design Engineer assumes all responsibility for any inconsistency or imperfections in these plans.



project
hometown
heroes park
pool
renovation

City of League City
League City, Texas

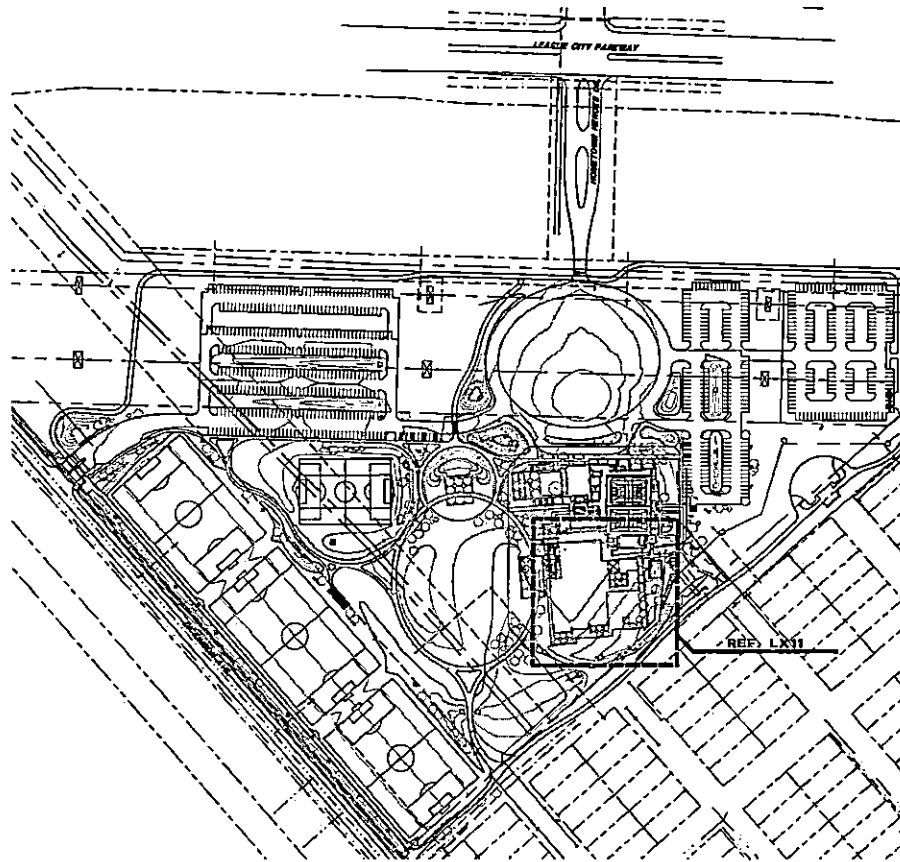
project number:
H24254

Issue Date:
11/05/2024

Designed by: jr
Checked by:
Reviewed by:

sheet title:
cover sheet

sheet:
L000



SCALE 1/8" = 1'-0"

THIS

PROJECT NUMBER: 111111
 SHEET NUMBER: 111111
 DRAWN BY: 111111
 CHECKED BY: 111111

FOR REVIEW ONLY

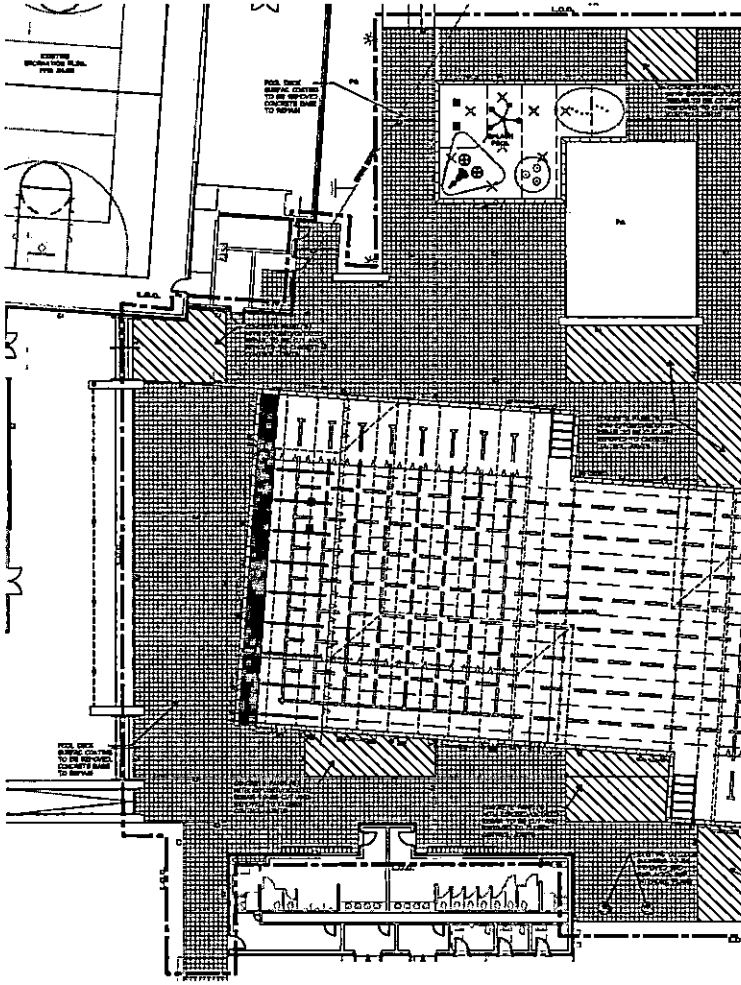
hometown heroes park pool renovation

Project Number: H24254

key map

L001

\\projects\hometown\plans\h24254.dwg - Hometown Heroes Park, Infrastructure\AC Demolition\Demolition\Drawings\02-Demolition\01-Demolition.dwg - (Drawing) 2008-03-24 10:00:00 AM - 2008-03-24 10:00:00 AM



- NOTES**
- 1. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS, DETERMINE HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
 - 2. IMPROVE AND PROTECT EXISTING UTILITIES, STRUCTURES AND NEIGHBORING UTILITIES FROM DAMAGE DURING CONSTRUCTION
 - 3. NO HEAVY EQUIPMENT ALLOWED ON PAVED, GRAVEL OR UNPAVED DRIVE DRIVEWAYS, DRIVEWAYS, PARKING LOTS OR DRIVEWAYS
 - 4. CONTRACTOR RESPONSIBLE FOR ALL ACCESS, EGRESS, AND UTILITIES TO REMAIN AND PROTECT
 - 5. CONTRACTOR RESPONSIBLE FOR ALL ACCESS, EGRESS, AND UTILITIES TO REMAIN AND PROTECT
 - 6. ACCESS FOR SERVICE TO EXISTING UTILITIES OR STRUCTURES DURING CONSTRUCTION, REMAIN EXISTING UTILITIES OR STRUCTURES TO REMAIN
 - 7. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DETERMINE HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
 - 8. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DETERMINE HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
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 - 24. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DETERMINE HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
 - 25. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DETERMINE HORIZONTAL & VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

FOR REVIEW ONLY

DATE: 03/24/08

DRAWN BY: JLM

CHECKED BY: JLM

APPROVED BY: JLM

DATE: 03/24/08

SCALE: AS SHOWN

hometown heroes park pool renovation

City of Long Beach
Project No. H24254

Prepared by: JLM

demolition plan

L111



GENERAL NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS AND EXCESS MATERIALS.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

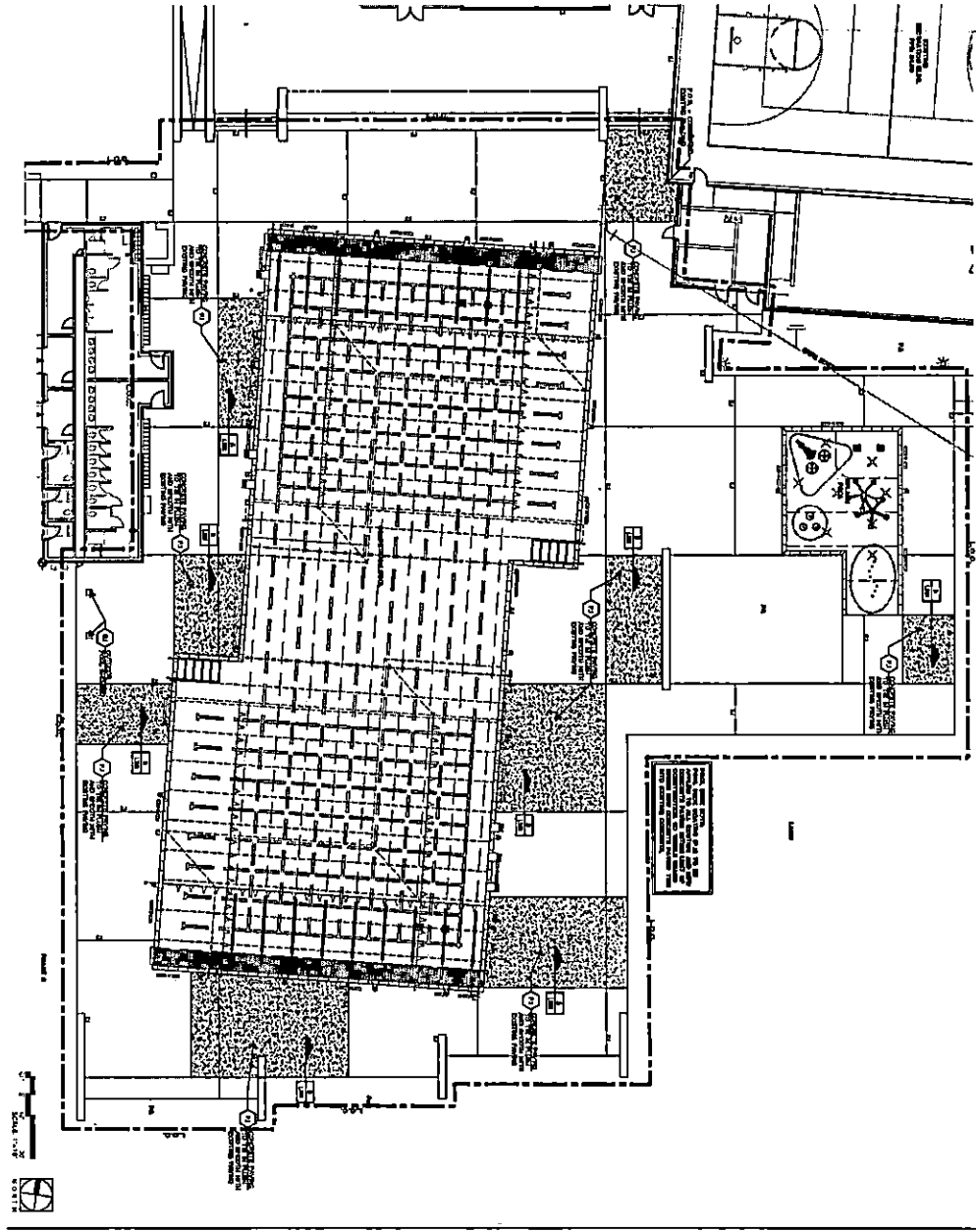
PAVING CONSTRUCTION NOTES:
1. THE CONTRACTOR SHALL USE A MINIMUM OF 4 INCHES OF 1 1/2 INCH CRACKED AND SEAMED ASPHALT PAVEMENT.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
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10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

League city general notes

home town heroes park pool renovation



10/15/13



TM

Architectural Services Division
1000 North 17th Street
Tulsa, Oklahoma 74103
Tel: 918.492.2000
Fax: 918.492.2001
www.tulsa.gov



Project: hometown
heros park
pool
renovation

Project Number: H24254

Project Name: Heroes Park Pool Renovation

Sheet Title: site work plan

Sheet Number: L311

TME

DATE: 12/15/10
PROJECT: H24254
DRAWING: H24254-D-103
ISSUE: 01

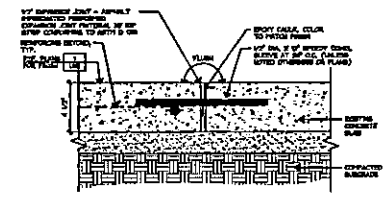
FOR REVIEW ONLY

Project: hometown heroes park pool renovation

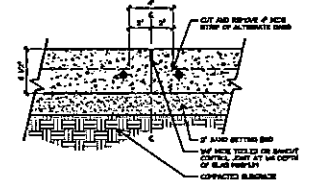
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Detail: sitework details

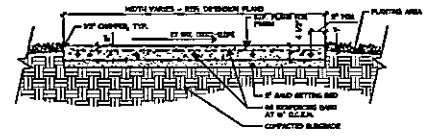
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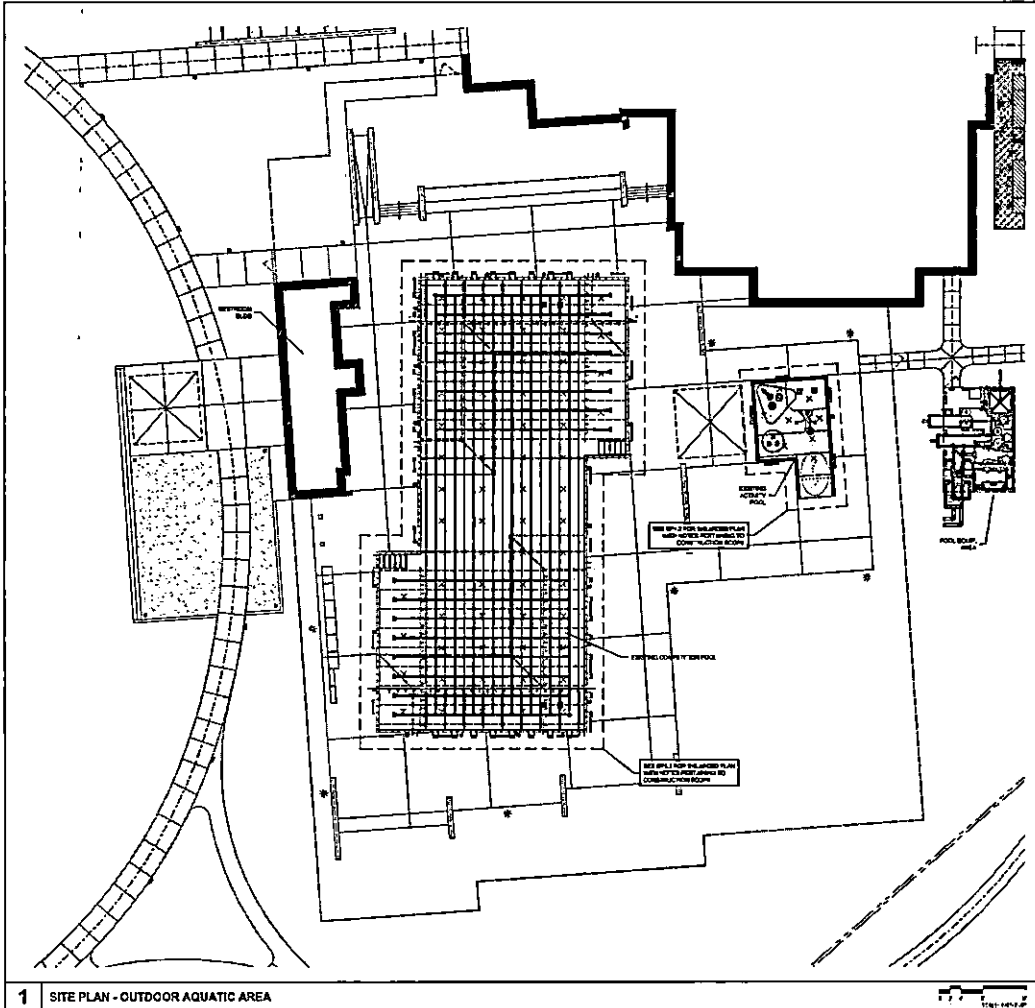
3 CONCRETE PAVING AT EXISTING CONCRETE SECTION SCALE: 3/4"=1'-0"



2 CONTROL JOINT SECTION SCALE: 3/4"=1'-0"



1 CONCRETE PAVING SECTION SCALE: 3/4"=1'-0"



- NOTES:**
1. CONTRACTOR SHALL VERIFY THE PROPOSED POOL DEPTH TO MATCH THE POOL CONTRACTOR'S REQUIREMENTS. THE POOL CONTRACTOR SHALL VERIFY THE PROPOSED POOL DEPTH TO MATCH THE POOL CONTRACTOR'S REQUIREMENTS. THE POOL CONTRACTOR SHALL VERIFY THE PROPOSED POOL DEPTH TO MATCH THE POOL CONTRACTOR'S REQUIREMENTS.
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1 SITE PLAN - OUTDOOR AQUATIC AREA

2 NOTES & DATA TABLE

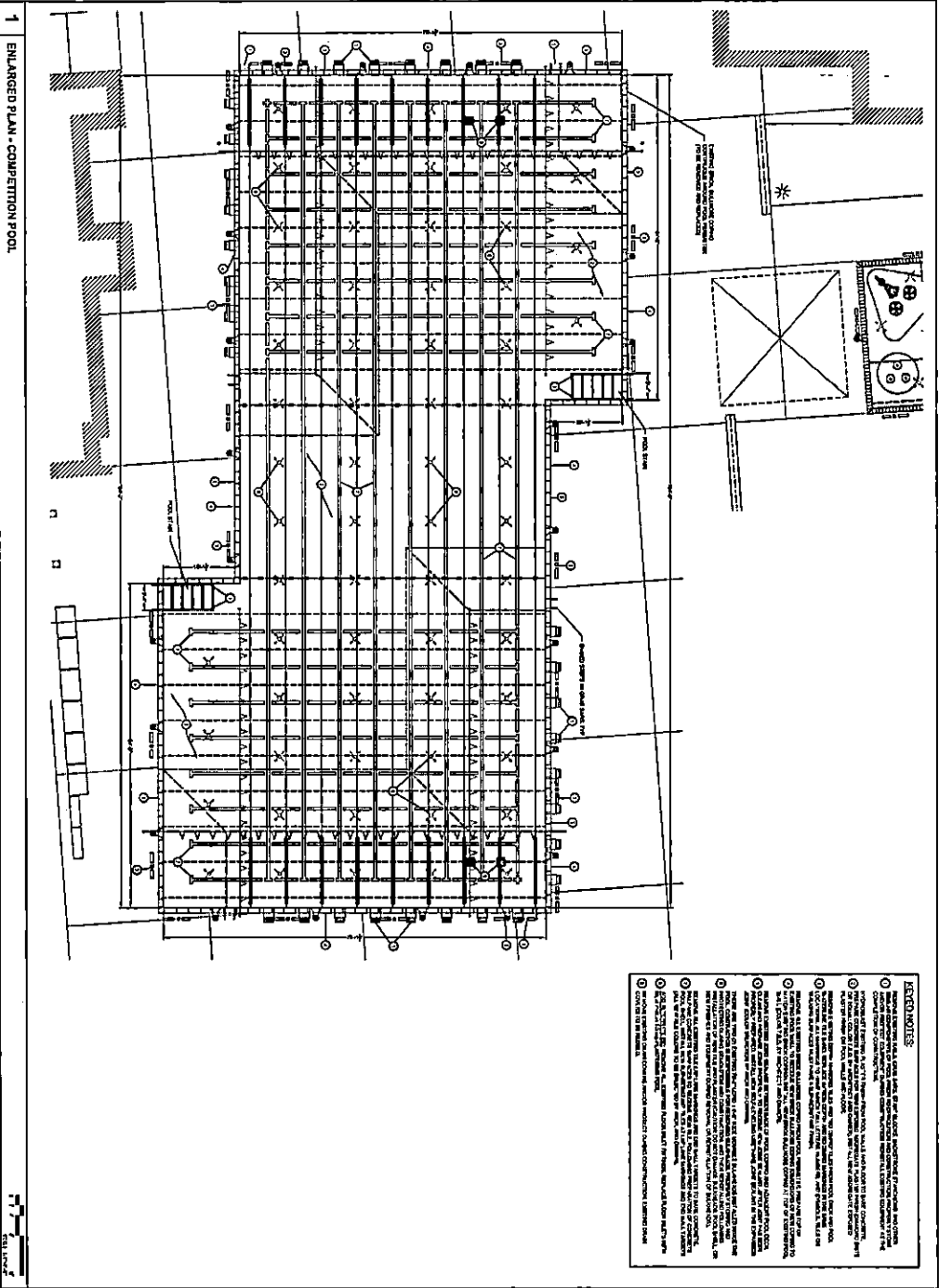
aqueous88
Engineering

FOR REVIEW ONLY

HOMETOWN HEROES PARK
2024-2025 SWIMMING POOL IMPROVEMENTS

1001 E. LEAGUE CITY PKWY LEAGUE CITY, TEXAS 77573

SWIMMING POOL
SITE PLAN
SP1.0



1 ENLARGED PLAN - COMPETITION POOL

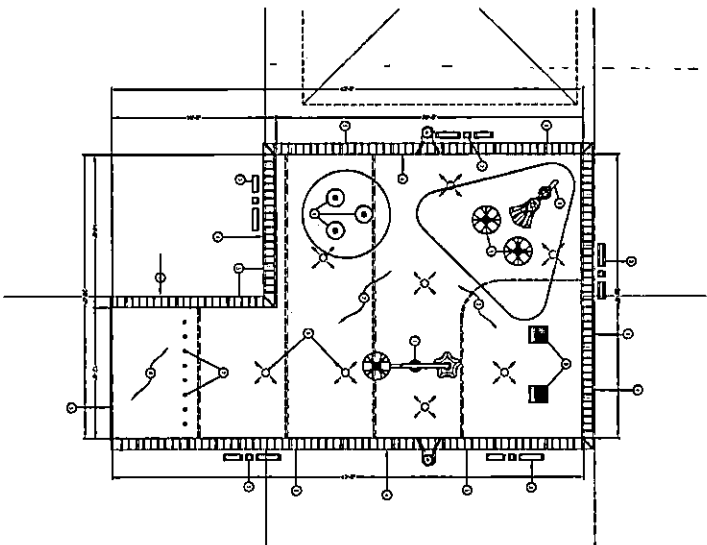
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- 1. REVISIONS TO THE PLAN SHALL BE MADE BY THE ARCHITECT AND SHALL BE INDICATED BY A CIRCLED NUMBER AND A LETTER.
 - 2. REVISIONS TO THE PLAN SHALL BE MADE BY THE ARCHITECT AND SHALL BE INDICATED BY A CIRCLED NUMBER AND A LETTER.
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SWIMMING POOL
 SITE PLAN
 SP 1.1

HOMETOWN HEROS PARK
 2024-2025 SWIMMING POOL IMPROVEMENTS
 1001 E. LEAGUE CITY PKWY LEAGUE CITY, TEXAS 77673

FOR REVIEW ONLY

aqueous88
 engineering
 1001 E. LEAGUE CITY PKWY SUITE 100
 LEAGUE CITY, TEXAS 77673
 TEL: 281.338.7700
 WWW.AQUEOUS88.COM



- REVISIONS:**
- 1. Add notes to the drawing to indicate the location of the new equipment and the location of the new equipment.
 - 2. Add notes to the drawing to indicate the location of the new equipment and the location of the new equipment.
 - 3. Add notes to the drawing to indicate the location of the new equipment and the location of the new equipment.
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 - 19. Add notes to the drawing to indicate the location of the new equipment and the location of the new equipment.
 - 20. Add notes to the drawing to indicate the location of the new equipment and the location of the new equipment.

1 ENLARGED PLAN - ACTIVITY POOL



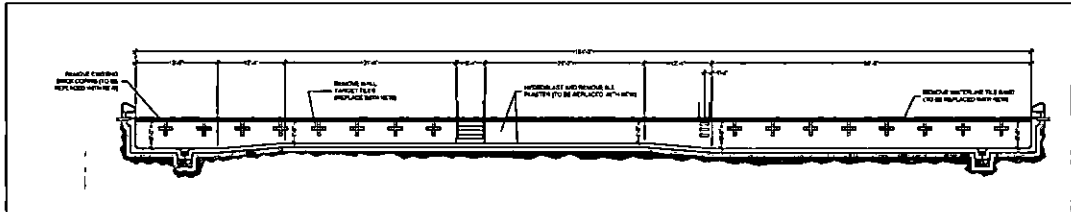
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2	11/11/2024	ISSUED FOR CONSTRUCTION
3	11/11/2024	ISSUED FOR AS-BUILT
4	11/11/2024	ISSUED FOR FINAL REVIEW

HOMETOWN HEROS PARK
 2024-2025 SWIMMING POOL IMPROVEMENTS
 1001 E. LEAGUE CITY PKWY LEAGUE CITY, TEXAS 77573

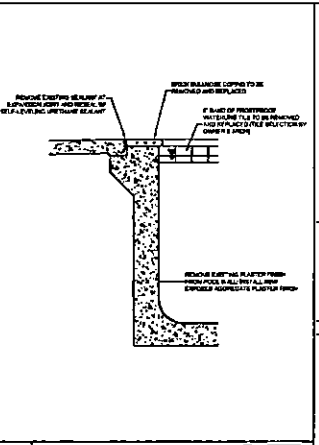
FOR REVIEW ONLY

aqueous88 engineering

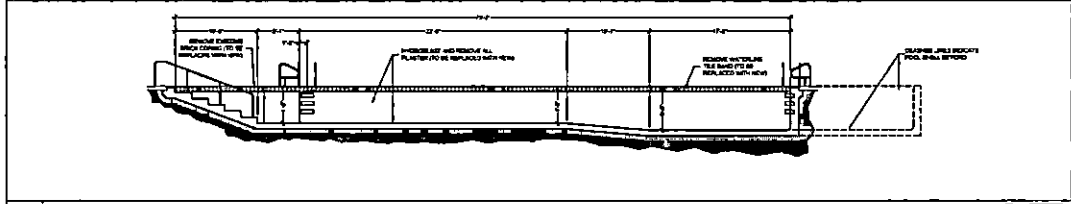
1000 Old Lane 220 Suite 200
 1206 W. Loop W., Suite 200, Houston, TX 77030
 281.488.8888
 www.aqueous88.com



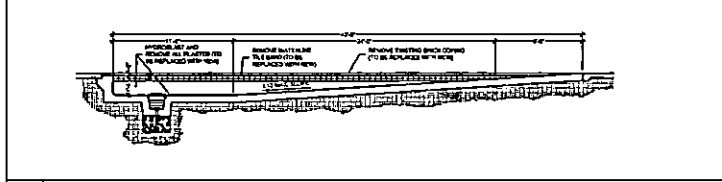
1 POOL CROSS-SECTION - COMPETITION POOL



3 TYP. POOL WALL



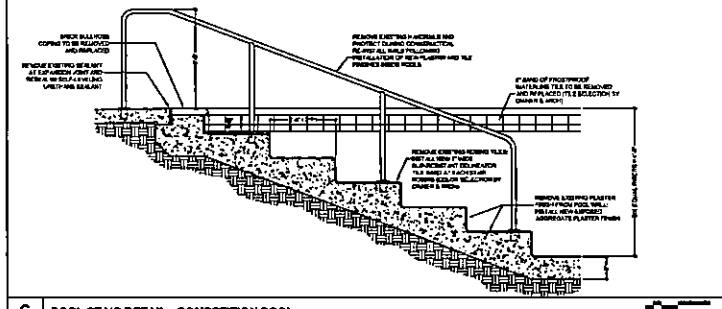
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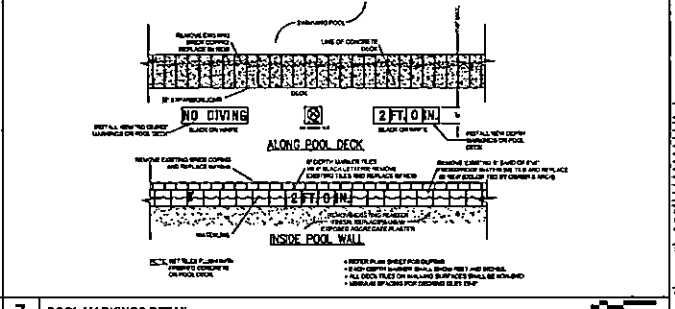
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5 NOT USED



6 POOL STAIR DETAIL - COMPETITION POOL



7 POOL MARKINGS DETAIL

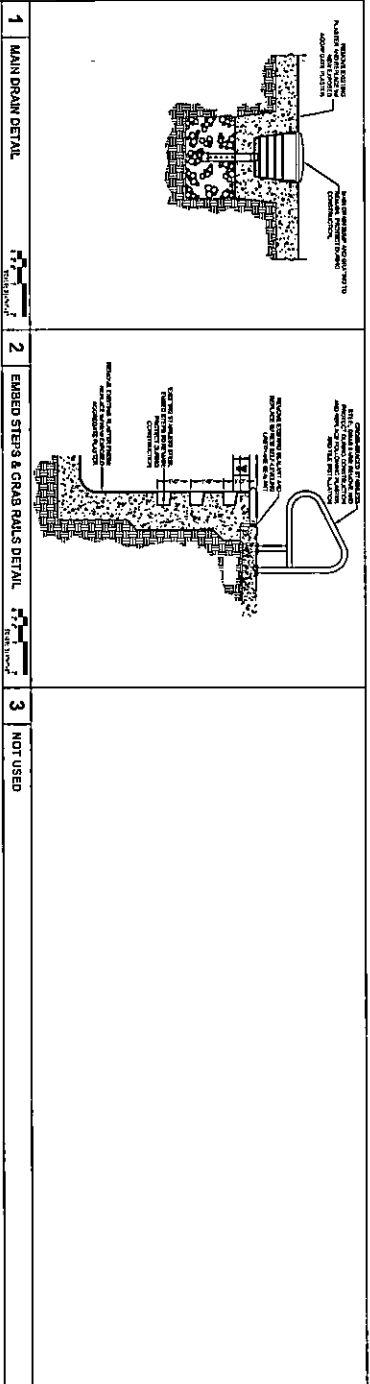
aqueous88
 ARCHITECTS

FOR REVIEW ONLY

HOMETOWN HEROS PARK
 2024-2025 SWIMMING POOL IMPROVEMENTS

1001 E. LEAGUE CITY PARKWAY LEAGUE CITY, TEXAS 77573

SWIMMING POOL CROSS-SECTIONS
 SP4.0



4	NOT USED	
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