

City of Farmers Branch
Bid Tabulation

| Replaster Indoor Pools Bid# 25-09 | | Robertson Pools | Sunbelt Pools | Aqua-Rec, Inc |
|--------------------------------------|-------------|-----------------|---------------|---------------|
| Item | Description | Total | Total | Total |
| Total Bid | | \$77,413.00 | \$148,293.00 | \$76,750.00 |

Preliminary Evaluation Scoring Sheet: RFP # 25-09

Weight: Each evaluation criteria is given a percent weight based on the importance of the Scope of Work.

Score: Scores ranging from 0 “Unacceptable” to 5 “Excellent” are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

Sunbelt Pools

| Criteria | Weight (%) | Score (0 – 5) | Total (weight x score) |
|--|------------|---------------|------------------------|
| Company Qualifications and ability to perform services | 15 | 5 | .75 |
| Company experience and references | 30 | 4 | 1.2 |
| Cost | 40 | 1 | .4 |
| Product Warranty | 15 | 4 | .6 |
| Total | | | 2.95 |

Aqua-Rec

| Criteria | Weight (%) | Score (0 – 5) | Total (weight x score) |
|--|------------|---------------|------------------------|
| Company Qualifications and ability to perform services | 15 | 4 | .6 |
| Company experience and references | 30 | 4 | 1.2 |
| Cost | 40 | 4 | 1.6 |
| Product Warranty | 15 | 4 | .6 |
| Total | | | 4.0 |

Robertson Pools

| Criteria | Weight (%) | Score (0 – 5) | Total (weight x score) |
|--|------------|---------------|------------------------|
| Company Qualifications and ability to perform services | 15 | 3 | .45 |
| Company experience and references | 30 | 1 | .30 |
| Cost | 40 | 3 | 1.2 |
| Product Warranty | 15 | 1 | .15 |
| Total | | | 2.1 |



**City of Farmers Branch
Indoor Swimming Pool Resurfacing**

Bid # 25-09

Submitted: January 13, 2025

Submitted by:

Aqua-Rec, Inc
606 Profit St.
Azle, TX 76020
817.444.6431

January 13, 2025

To: Office of Purchasing Agent
City Hall – 1st Floor
13000 William Dodson Parkway
Farmers Branch, TX 75234

To Whom It May Concern:

Please accept the following quotation as the final response for RFP 25-09 being made by Aqua-Rec, Inc. of Azle, TX. This submission is being made by Phil Helms, managing partner of the corporation. My contact information is as follows:

Aqua-Rec, Inc.
Phil Helms – Managing Partner
606 Profit St.
Azle, TX 76020
817.444.6431 (office)
501.944.0586 (cell)
phil@aqua-rec.net

Aqua-Rec has been providing commercial aquatic solutions to customers in Texas and beyond since 1987. With just shy of 40 years commercial experience, Aqua-Rec has become a specialist in chlorination and mechanical systems. In addition to this, we also offer full service pool remodeling services. We do not provide new construction services as we have chosen to specialize in remodeling and repairs. We focus on pool resurfacing, mechanical room & filtration system replacement, as well as chemical delivery systems, UV disinfection, and automation systems.

Aqua-Rec shares joint ownership with another provider, Bluewater CAS. Together we make up a larger provider called Commercial Aquatic Solutions. It is under this shared banner we now have offices in Texas, Arkansas, & Tennessee and provide solutions and service for customers in over 15 states.

Should you have any questions concerning the information below, please let me know.

Sincerely,



Phil Helms



Reference Projects

City of Palestine – Outdoor Pool

Project Completed: April 2024

Contact:

Patsy Smith – Parks & Recreation Director
903.394.4446
psmith@palestine-tx.org

Project Value: \$300,000

Resurfacing of outdoor pool with replacement of filtration system.

Hurst-Euless-Bedford ISD – Indoor Pool Remodel

Project Completed: August 2024

Contact:

Donnie Meyer – MEP Supervisor
817.399.2503
donniemeyer@hebisd.edu

Project Value: \$120,000

Resurfacing indoor pool recently acquired by the ISD. Included plaster resurfacing, filter replacement, and tile installation

LEGOLAND Florida – Wave Pool Resurfacing

Project Completed: January 2025

Contact:

Willie Harrell – Project Manager
863.264.7673
Willie.harrell@legoland.com

Project Value: \$350,000

Project completed by Bluewater CAS, which operates under the same ownership as Aqua-Rec. This same crew that provided the Diamond Brite installation for LEGOLAND Florida would be the crew providing installation services for the facility in Farmers Branch. This project included the team from Aqua-Rec as the size of the pool was @ 20,000 ft².



City of Farmers Branch

Margaret Young Natatorium

Pool Resurfacing Quotation

Summary: Resurface existing pool with new aggregate plaster surface. Excludes waterline tile replacement. Includes the following:

Scope of Work

- Pressure wash / Acid Wash existing pool surface
- Cut back along water line
 - 2" saw cut and demo of existing plaster around all existing tile/skimmer
 - Demo and remove small crosses in therapy pool area
 - All waterline tile to remain
- Sound test floor / walls to ensure surface integrity – remove all failed plaster
 - 50 ft² Included in pricing – additional \$5/ft² for amount exceeding 500 ft²
- Repair any cracked areas with high strength patching material
- Install new bench and swim lesson platforms in training pool
 - 1 "L" shaped bench – approx. 6'x18" & 4'x18"
 - 2 – 2'x4' platforms for swim lessons – exact height TBD by customer
- Install new lanes & crosses in lap pool area – 4 total
- Install cementitious coating to create proper surface bond – BondKote
 - Provides roughened surface for improve plaster bonding
- Install 1/2" to 5/8" of plaster surface material
 - Marquis Quartz (aggregate plaster surface)
 - Install new VGBA Compliant main drain covers
- Fill pool & add startup chemicals during fill to harden plaster surface and to remove metals of fill water.
- Includes clean up and removal of debris

Cost

\$81,750⁰⁰ plus applicable sales tax

Price quoted is turnkey and includes all materials & labor

Optional: Install 2"x2" tile on new bench & platforms - \$7,500⁰⁰



Special Considerations:

- 1. Filling of pool must be continuous. Owner accepts responsibility for any damage / stain rings of plaster if water pressure is lost and / or water is shut off before pool is completely full.*
- 2. A "metal out" chemical will be added to fill process to coagulate metals that are present in fill water to prevent staining of plaster surface. Owner accepts responsibility for any staining of new plaster surface caused by excessive metals deposited onto plaster surface during fill process and or make-up water added to pool during normal operations.*

Warranty Information

Aqua-Rec will provide a one (1) year labor and material warranty on all items installed / repaired by Aqua-Rec. All other manufacturer warranties apply. For warranty to be extended to the swimming pool surface, proper water chemistry and working water level must be documented and maintained.





Proposal By: Paul Geeslin

Date: Wednesday, January 8, 2025

**Paul Macias-Farmers Branch Aquatic Center
14032 Heartside Place
Farmers Branch, TX. 75234
972-919-8766**

Thank you for allowing Robertson Pools the opportunity to remodel your pool and help to convert it into the backyard of your dreams! Since 1985 Robertson Pools has built over 10,000 new pools and over 3,500 remodels since we launched our remodel department in 1998 for customers in the DFW Metroplex and beyond. We have built a team of over 120 employees that provide a wide array of expertise starting with the design process, going through the construction process, and continuing on with service after your pool is completed.

From million dollar commercial developments to small backyard spoils, our same skilled artisans put amazing attention to detail into every one of our projects, which is why Robertson Pools has become a leader in the swimming pool industry consistently ranked as a Top 50 Builder according to Pool and Spa News. It is our goal to provide nothing but the best for our customers in terms of products, materials, and the absolute latest in technology for your backyard.

We want to consistently provide a positive experience to our customers throughout the entire remodel process, and would be honored to have the chance to serve you.

Why Robertson Pools?

- Family Owned and Operated
- Over 38 Years of Experience in DFW
- Better Business Bureau A+ Rating
- 100+ Regional and International Design Awards
- Top 50 Builder in the United States by Pool & Spa News 2022
- Top 50 Service Department by Pool & Spa News 2022

Sincerely,

Paul Geeslin

Office (972) 393-2152
Cell (214) 325-8663
Email PGeeslin@RobertsonPools.com



Commercial Remodel Department Proposal

569 S. Coppel Road Coppel, TX 75019 972-393-2152

Submitted on **1/8/2025** Proposal Submitted by: **Paul Geeslin**
Proposal for: **Paul Macias-Farmers Branch Aquatic Center** Email: **paul.macias@farmersbranch.gov**
14032 Heartside Place Farmers Branch, TX. 75234 Phone: **972-919-8766**

We hereby submit specifications and estimates for the following:

- Bid price will increase if engineer specifies requirements not unnoted in this proposal.
- Cost for permits and engineered plans is to be provided by city entity and not RPI.
- Any items not listed in this proposal will require an addendum at extra cost to the customer.

Prep Work, Demolition, & Modifications

- Drain pool and relieve hydrostatic pressure
- Saw-cut under tile or coping if not replacing either - 2050 Ln. Ft.
- Saw-cut around all swim lanes, crosses, and break point tile.
- Chip and prepare Pool & Spa for plaster
- Add Tanning Ledges approximately 20 Sq. Ft.
- Add a bench or step in pool approximately - 10 Ln. Ft.

Plumbing

- Install all new jets, returns, venturis, and main drain covers.

Interior Resurfacing (Plaster)

- **Prep for New Interior Finish:**

- Saw-cut around all fixtures
- Chip away **up to 40 sq. ft.** of loose and hollowed plaster
 - Any additional square footage would require an addendum
- Acid wash & neutralize surface
- Apply bond coat to existing surface in preparation for the following interior finish:

- **White Crystal Pebble with Blue Accent Quartz**

- Classic look with a touch of blue quartz

- Plaster is applied with two coats simultaneously and hand troweled to a smooth finish
- Cost to replace existing drain covers and fittings or to change to a complimentary color are included in above plaster pricing.
- **Some fittings may not be able to be replaced due to type and installation of original jet bodies**
- **Startup Method: Brush Only**
 - After Interior Finish is applied pool will be filled the same day. Once pool is full we will return to brush down, install wall fittings & balance water chemistry

Total Proposal

\$77,413.00

This proposal and pricing is valid until 02/07/2025

Proposal Notes:

Structural cracks are repaired by bid only and repaired according to best recommendation of crack type and location.

There are no warranties on structural crack repair.

Paul Macias-Farmers Branch Aquatic Center

Buyer

1/8/2025

Date

Paul Geeslin

Robertson Pools, INC. Representative



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Date

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Sincerely,

Paul Geeslin

Office (972) 393-2152
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**Farmers Branch Aquatics Center
Replaster Indoor Pools
Bid #25-09**

**14032 Heartside Place
Farmers Branch, TX 75234**



214-343-1133

sunbeltpools.com



TAB #1

1.1 Letter of Transmittal

1.1.1 Sunbelt Pools, Inc

1.1.2 10555 Plano Rd. Dallas, Tx 75238

1.1.3 January 13, 2025

**1.1.4 Rob Morgan, President. 10555 Plano Road, Dallas, TX 75238 214 722-5082
robm@sunbelt pools.com**

1.1.5 _____

Name Rob Morgan **Title** President



214-343-1133

sunbelt pools.com



TAB #2

1.2 Table of Contents

- p.1 Tab #3 Sunbelt Qualifications and Ability to Perform Services
- p. 2 Tab #4 Sunbelt Experiences and References
- p. 3 Tab #4 Sunbelt Experience and References continued
- p. 4 Tab#5 Amount and Warranty
- p. 5 Scope of Work
- p. 6 Scope of Work continued
- p. 7 Scope of Work continued
- p. 8 Warranty for Plaster Delamination
- p. 9 Warranty for Plaster Finish
- p. 10 Warranty for Plaster Finish
- p. 11 Warranty for Plaster Finish



214-343-1133

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TAB #3

1.3 Sunbelt Qualifications and Ability to Perform Services

1.3.1 Sunbelt's Capabilities

Sunbelt Pools has been a dedicated commercial swimming pool contractor for the past 30 years. Our commitment to the commercial industry drives us to aim for a lasting relationship with our customers. Our project managers average over 10 years of experience with Sunbelt Pools. Rob Morgan, our President, has been leading the company since its inception. We pride ourselves on delivering high-quality service, thanks to our experienced team, which has successfully handled projects of various sizes and complexities. We are confident in our ability to see every project through to completion.

1.3.2 Sunbelt's Unique Qualifications as Pertaining to this project

Sunbelt Pools works with the same plaster supplier, plaster installers, and hydro blasting applier for all indoor pool remodels. This ensures that we assemble the most qualified team to meet the project standards and schedule.

Sunbelt built the outdoor facility at Farmer's Branch Aquatic Center and has continued to service the Aquatic needs of the facility both indoors and outdoors.

Sunbelt Pools also will provide a supervisor who has supervised over 50 similar projects and has supervised other remodeling projects at Farmer's Branch Aquatic Center.

Please visit our website to see how we distinguish ourselves as the leading commercial swimming pool contractor in the industry.

[Commercial Pool Projects | TX & OK | Sunbelt Pools](#)





TAB #4

1.4 Sunbelt Experience and References

1.4.1

City of Grapevine - The Rec Indoor Leisure Pool

Diamond Brite Blue Quartz Plaster

Completed February 2024

Cost: \$306,000.00

Scope of Work: Construct Heavy Mil "Bubble" over pool area to minimize dust from hydroblasting.

Hydroblast surface to provide scarified surface for maximum bonding. Regrout Lap Lanes. Replace Main Drain Covers. Plaster with Diamond Brite Blue Quartz. Provide Startup Tech Treatment to aid in proper startup. Brush and vacuum new surface.

Contact: Kurt Hardin

Assistant Parks Manager

817-410-3918

Khardin@grapevinetexas.gov

Greenhill School - Natatorium Indoor Lap Pool

Diamond Brite Blue Quartz Plaster

Completed July 2024

Cost: \$143,000.00

Scope of Work: Construct Heavy Mil "Bubble" over pool area to minimize dust from hydroblasting.

Hydroblast surface to provide scarified surface for maximum bonding. Replace Main Drain Covers. Plaster with Diamond Brite Blue Quartz. Provide Startup Tech Treatment to aid in proper startup. Brush and vacuum new surface.

Contact: Marty Hagman

Assistant Director of Facilities Services

O 972-628-5480 C 214-7737331

hagmannm@greenhill.org



Richardson Independent School District

JJ Pearce Natatorium Indoor Lap Pool

Diamond Brite Blue Quartz Plaster

Completed July 2023

Cost: \$188,000.00

Scope of Work: Construct Heavy Mil "Bubble over pool area to minimize dust from hydroblasting. Hydroblast surface to provide scarified surface for maximum bonding. Replace Main Drain Covers. Plaster with Diamond Brite Blue Quartz. Provide Startup Tech Treatment to aid in proper startup. Brush and vacuum new surface.

Contact: Matt Attaway

RISD Maintenance Supervisor

O-469-593-0059 C-469-583-6814

Matt.Attaway@risd.org



TAB #5

1.5 Amount and Warranty

1.5.1 Total Fees

The total cost of the project is \$148,293.00

1.5.2 Warranty Information

The warranty against delamination is for 5 years. Details provided in attachment p. 8

The warranty for the plaster finish is 5 years. Details provided in attachment pp.9-11P





Scope of Work

- 5.1 Preparation of the project area shall be thoroughly cleaned.
- 5.2 Protect all plumbing lines, return outlets, skimmer lines, tile and hand rails.
- 5.3 Exposed rebar shall be treated with an epoxy waterproofing material.
- 5.4 Removal of plaster, use hydro-demo (36,000 psi high-pressure water) of the plaster.
(Note: Sunbelt will construct a thick mil plastic "bubble" over the pools to minimize dust from the hydro-demo blasting)
- 5.5 Unless approved by the City in advance, the plaster used for this project will be Commercial SGM Diamond Brite quartz swimming pool finish, or like composition, because of the cement modified with polymers, stain-resistant, scratch-resistant, No rusting, No fading, easy to drain and clean, and resistant to pool chemicals
- 5.6 Contractor must secure the work site prior to beginning work. Work is to be completed Monday-Friday 8:00 a.m. – 5:30 p.m. Pool area must always be secured from any public access. Additional work past 5:30 p.m. will need to be coordinator with the City 72 hours in advance. No work will be allowed on City Holidays.
- 5.7 Contractor shall drain all water from the pools.
- 5.8 Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable plaster finish.
- 5.9 Dust-raising construction and/or activities in areas adjacent to the pool are complete or mitigated.
- 5.10 Double saw cut all perimeter tile, returns, main drains, etc.
- 5.11 Reinstall Life Floor tiles. The city will provide the materials.
- 5.12 Install new VGB drain covers in the Lap and Therapy Pool.

p. 5



214-343-1133

sunbeltpools.com

5.13 Install new benches in the Therapy Pool. Benches will need to be reinforced with rbar, and sprayed with shotcrete or poured with concrete. It will also need a black nose tile to comply with pool code.

5.14 Cover all drains, inlets, tile, and other apparatuses to prevent any and all debris from adhering to or entering pool piping during construction.

5.15 V-cut all cracks back by saw cutting to structural soundness and repair with Hydraulic Cement.

5.16 Plastering shall NOT be done if the HVAC system is off in the indoor facility.

5.17 Plastering shall NOT be done under unsuitable weather or temperature conditions.

5.18 Remove and repair all hollow or damaged areas in the pool shell.

5.19 Allow full cure time per material manufacturer's specification before allowing any water to touch the material.

5.20 The acid wash pool is treated with 20 Baum muriatic acid twice to ensure proper cleaning and etching. The slurry is pumped into a slurry box, which is disposed of offsite.

5.21 Properly prep the existing surface before applying Bond Coat.

5.22 Apply Bond Coat or equal per manufacturer's specification.

5.23 For refilling purposes, the City will provide the proper equipment.

5.24 Quartz plaster pool to an approved matching, or equal, color by the City of Farmers Branch. Three bonding procedures will be used:

Proper preparation of surface as previously specified;

Proper plaster mix as per manufacturer's specifications; Finish plaster to a smooth and uniform finish;

Quartz plaster shall be mixed by a plaster mixing machine and be free of lumps and dry spots. Sunbelt Pools is in good standing with the National Plaster Council (NPC);

5.25 Pool plaster will be a minimum of 3/8" and a maximum of 1/2" thick, troweled to a smooth and uniform finish. Any plaster cold joints must be concealed with a 2" x 2" underwater tile line.

5.26 The contractor will remove all trash and debris from the job site daily and leave it clean and operable.

5.27 All wastewater shall be neutralized and disposed of in accordance with local and state codes.

5.28 Refill pool. The contractor shall chemically balance the water to include chlorine, pH, calcium hardness, and total alkalinity. If the fill water has a heavy mineral content, Sequa Sol or a similar product should be used. The City of Farmers Branch will provide chlorine and muriatic acid on site. The contractor to provide all other chemicals. The pool to be balanced to NCP specifications.

5.29 The contractor to balance the water chemistry as follows:

Chlorine – 2.0 to 5.0 ppm

PH – 7.4 to 7.6

Total Alkalinity – 80 to 120

Calcium Hardness – 200 to 400

5.30 All water chemistry and filtration mechanical equipment shall be operational upon filling the pool after plaster. Required chemicals and other related support items as supplied by successful Proposer shall be in supply at start-up.

5.31 Install pool depth markers per published standards of the State and Local Health Departments.

5.32 Trim & demarcation tile to be installed per published standards of the State and Local Health Department.

5.33 Ensure all the pool lights are working properly.

5.34 The skimmer equalizer lines to be in sight and should be flush with the wall.

5.35 For the first fourteen (14) calendar days after completion of the Project, Proposer to brush all plastered surfaces at least twice a day and ensure that the plaster is carefully maintained after the initial fourteen (14) day period..

Note: Sunbelt will also use StartUp-Tec



WARRANTY FOR POOL PLASTER DELAMINATION

Sunbelt Limited Warranty for Aggregate Pool Plaster

Defects in material, workmanship, and installation of the aggregate pool plaster against delamination for a period of five years. The warranty is specifically for areas that delaminate and does not cover a complete replaster. Areas that delaminate will be repaired-patched and will not match the existing Diamond Brite texture or color.

Property will be responsible to drain and refill the pool and balance chemicals.





DIAMOND BRITE EXTENDED COMMERCIAL WARRANTY

| | |
|--------------------|--|
| Facility name: | |
| Contact: | |
| Address: | |
| City, State, Zip: | |
| Phone: | |
| Contractor: | |
| Address: | |
| Phone: | |
| Installation Date: | |
| Registered Date: | |
| Batch Codes: | |
| Color: | |



Southern Grouts & Mortars, Inc. (herein referred to as SGM), warrants its product Diamond Brite, solely against material failure from the date of installation for a period of 1 year. In the event of failure, SGM's sole liability shall be, upon SGM's verification, to provide interior pool materials necessary to repair the area of failure only. Material replacement is limited to repair only. It is understood that some cosmetic variation may result in connection with installation of the material upon repair. **EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEING MADE HEREUNDER BY SGM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Customer will acquire an extended 5-year commercial or 10-year residential warranty on the same terms as set out above by successfully completion and retention of this online warranty form. Commercial pools are defined as those not incorporated into single-family residences



SPECIFIC LIMITATIONS TO LIMITED WARRANTY

ITEMS SPECIFICALLY NOT COVERED BY THIS WARRANTY INCLUDE, WITHOUT LIMITATION:

1. Damage due to faulty workmanship or physical abuse to the pool.
2. Labor to repair or refinish the material.
3. Pools that have been damaged by physical abuse, or by lack of proper chemical maintenance and balancing, chlorine application, or other chemical abuses.
4. Delamination, surface check cracking, cracks caused by structural defect or damage, or draining of the pool. FOR SUNBELT POOLS CUSTOMERS, which pools have been prepared using hydro blasting method of plaster removal:

Sunbelt Limited Warranty for Aggregate Pool Plaster

Defects in material, workmanship, and installation of the aggregate pool plaster against delamination for a period of ONE year. The warranty is specifically for areas that delaminate and does not cover a complete replaster. Areas that delaminate will be repaired-patched and will not match the existing Diamond Brite texture or color.

5. Naturally occurring color variation, mottling and hydration.
6. Damage caused either directly or indirectly by an act of God, including any natural disaster such as hurricane, earthquake, tornado, flood, lightning, hail, fire or any abnormal deterioration due to any cause including and without limitation to plant or animal life.
7. Damage due to act or acts of negligence, misuse, abuse, vandalism, war or civil disobedience.
8. Subsequent costs, including but not limited to water and chemical replacement, and loss of use of the pool.
9. Misuse of the product and/or improper installation or use in applications for which it was not intended.

IN NO EVENT SHALL SGM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER TORT, CONTRACT OR OTHERWISE (INCLUDING WITHOUT LIMITATION LOSS OF USE) EVEN IF SGM SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SGM'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE TO SUPPLY THE MATERIALS NECESSARY TO REPAIR THE AREA OF FAILURE.

It is acknowledged and understood that:

- Some loss of aggregate is to be expected, especially in a new installation, and is not a defect.
- SGM pool finishes are applied and finished completely by hand, resulting in variations in color, shade, tone, texture and overall appearance of the pool finish. These variations are a featured characteristic of the "natural look" of exposed aggregate finishes, and in no way constitute a defect.
- Pool color is influenced by many factors: size, shape, depth, lighting conditions, local surroundings, application technique, and small color differences between batches all affect color perception. Color may also be affected by failure to maintain proper pool chemistry. Therefore, colored plasters or pigmented finishes are not guaranteed with regard to color.

- SGM pool finishes are designed to be continually submerged under water. Do not apply in locations where this condition will not be met. When resurfacing over existing finishes SGM Bond Kote System must first be applied. Where the existing finish is first removed via sandblasting or chipping, Bond Kote may not be required. For best results, use SGM Bond Kote.
- Pool chemistry should be checked on a regular basis. Records should be maintained on water chemistry and available at time of inspection.

Our material is tested and certified by independent laboratories. All data is given in good faith however we reserve the right to change products and specifications without notice. SGM advises interested parties to satisfy themselves as to accuracy of any data and to seek certification if appropriate.

FILL AND BALANCING

Please refer to the SGM product data sheet which will explain the Startup Tec process.

At SGM's discretion, proof of purchase and use may be required as a condition of this warranty.

For any valid claim presented under warranty; SGM, Inc. will provide the owner with a standard remedy. For any claim that is not valid, owner will pay SGM, Inc. reasonable charges, including travel and labor, associated with investigation of such claim.

All disputes arising out of or relating to the terms and conditions of this warranty shall be interpreted pursuant to Florida law and where applicable, Federal law. Venue for all such disputes shall be in the circuit court of Broward County, Florida.

This warranty constitutes the sole and only warranty being made by SGM and may not be altered, modified or changed except by a written instrument signed by the President of SGM. No oral representation, warranty or promise may be relied upon by any person in making a warranty claim hereunder.

Valid only in the Continental United States. Warranty is Non-Transferable.

SGM, INC., PRODUCT WARRANTY DIVISION
1502 S.W. 2ND PLACE, POMPANO BEACH, FLORIDA 33069

Rev.04.2012

LEGAL NOTICE: Request for Bid

Sealed bids will be received by the City of Farmers Branch, at Office of the Purchasing Agent, City Hall, 1st Floor, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, at which time bids duly delivered and submitted by the time and date denoted below will be publicly opened, read aloud and considered for the following:

BID # 25-09 Aquatics Center Replaster of indoor pools

Bids will be accepted until 1:00 p.m., C.D.S.T. January 13, 2025 in the office of the Purchasing Agent.

Mandatory Prebid meeting will be held on January 8, 2025 at 11 am at Farmers Branch Aquatics Center; 14032 Heartside Place Farmers Branch, Texas 75234. The plans and specs may be acquired, upon request, electronically free of charge.

Bids submitted for this project will be publicly opened and read aloud shortly after 1:00 p.m., C.D.S.T. on January 13, 2025 in the Council Chambers, Farmers Branch City Hall, 1st Floor.

Until final award by the City of Farmers Branch, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise or to proceed otherwise when the best interest of said City will be realized hereby. Bids should be submitted sealed and plainly marked with the name of the project, the bid number and the date and time of opening. Late bids will not be accepted and will be returned unopened.

PLEASE PUBLISH THE ABOVE LEGAL NOTICE IN THE DALLAS MORNING NEWS ON THE FOLLOWING DATES:

- (1) December 27, 2024
- (2) January 3, 2024

AUTHORIZED BY: Camille Alford

DATE: 12/23/2024

DEFINED TERMS

Terms used in this Request for Proposal have meanings indicated below where are applicable to both the singular and plural thereof

Addenda—Additional changes to the Proposal Document: Changes to Proposal Documents are not final until/ unless they are addressed in a formal written addenda. please -The City of Farmers Branch, Texas.

Contract - Formal and legally binding agreement entered into between the City and the awarded Proposer.

Contract Document - Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Contractor - The Proposer to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

Project – Provide all material, labor, and supplies to re-plaster the Farmers Branch Aquatics Center Indoor Pools.

Proposal Document - Those documents that comprise specifications, proposer information sheet, attachments, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Proposer - Person or entity who will submit Proposal Documents to the City to provide services to re -plaster the Farmers Branch Aquatics Center Indoor Pools

Request for Proposal (Proposal) - Document posted by the City to elicit proposals from potential contractors to provide services to re-plaster the Farmers Branch Aquatics Center Indoor Pools.

Work - The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

REQUEST FOR PROPOSAL – REPLASTER INDOOR POOLS

**Farmers Branch Aquatics Center
Replaster Indoor Pools
BID# 25-09**

Prepared by Parks and Recreation Department
City of Farmers Branch, Texas 75234

Date: December 27th, 2024

PROJECT NAME : Farmers Branch Aquatics Center Replaster Indoor Pools.

PROJECT SCOPE: The City of Farmer Branch, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor materials, equipment, supervision, and incidentals and for performing all work required for the **Farmers Branch Aquatics Center Replaster Indoor Pools project.**

The City of Farmer Branch, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor materials, equipment, supervision, and incidentals and for performing all work required for the **Farmers Branch Aquatics Center Replaster Lap and Therapy Pool project.**

PROJECT LOCATION: 14032 Heartside Place Farmers Branch, TX 75234

Sealed Proposals will be received at the office of the Purchasing Agent, City Hall, 1st Floor, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, until **1:00 p.m. on January 13, 2025**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

All proposals must be clearly marked on the outside with the following: “Farmers Branch Aquatics Center Replaster Indoor Pools.”

RFP ISSUE DATE: 12:00 pm CDT, Monday | December 27, 2024

REQUIRED PRE-BID MEETING: 11:00 am CDT, Wednesday | January 8, 2025.. [ON-SITE REQUIRED]: Farmers Branch Aquatics Cener 14032 Heartside Pl. Farmers Branch, TX 75234.

SUPPLEMENTAL CLARIFICATIONS ISSUED [if applicable]: 5:00 pm CDT Friday | January 10, 2025; Email all questions to paul.macias@farmersbranchtx.gov

RFP DUE DATE: 1:00 pm CST, Wednesday | January 13, 2025 – Bids will not be accepted after this time. Hard Copies Only. **No electronic submissions accepted.** Bids submitted will be publicly opened and read aloud shortly after 1:00 p.m., CST on January 13, 2025 in the Council Chambers, Farmers Branch City Hall, 1st Floor. **Attendance is not required.**

RFP DUE LOCATION: Office of the Purchasing Agent, City Hall, 1st Floor, 13000

William Dodson Parkway, Farmers Branch, Texas 75234

FINAL DECISION / AWARD TARGET: by Friday | January 24, 2024

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REQUEST FOR PROPOSAL

CITY OF FARMERS BRANCH

PART 1 – GENERAL REQUIREMENTS

1.0 Purpose:

The City of Farmers Branch, herein after “City,” seeks to enter into an agreement with a qualified individual, firm or corporation, “Proposer,” to provide services for the Farmers Branch Aquatics Center Replaster Indoor Pools., herein “Project.” The project shall include, but not be limited to, all materials and labor for the removal of current pool plaster, various pool repairs, preparation, and application of new diamond brite pool plaster or similar product. Services shall include pool drain and filling, equipment activation, and proper swimming pool water chemistry balance.

2.0 Submission of Proposal:

- 2.1 To be considered, a signed ORIGINAL SEALED PROPOSAL PLUS three (3) identical copies of each proposal must be received by January 13, 2025 at 2:00 p.m., at the location described below:

Office of Purchasing Agent City Hall, 1st Floor
13000 William Dodson Parkway
Farmers Branch, TX 75234

- 2.2 Complete sets of proposal documents must be used in preparing proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.
- 2.3 Proposals shall be submitted in an opaque, sealed envelope, marked with the Project title, Proposer’s name, and address.
- 2.4 Proposals received after the deadline via mail will not be considered and will be returned to the proposer, unopened. Hand delivered qualifications will not be accepted after the deadline in 2.1.
- 2.5 City will not acknowledge or consider proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

3.0 Pre-Solicitation Meeting:

- 3.1 A **Required Pre-Bid Mandatory Meeting and** walk through is scheduled for all prospective Proposers as follows:

Date: January 8, 2025

Time: 11:00 a.m.

Place: Farmers Branch Aquatics Center

14032 Heartside Place Farmers Branch, Texas 75234

- 3.2 The purpose of the mandatory meeting and walk through is to insure:

3.2.1 Proposers have a clear understanding of the City needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the proper services, at a fair and reasonable price;

3.2.2 The accuracy of specifications, descriptions, solicitation terms and conditions, and documents;

3.2.3 Proposers not attending the mandatory meeting and walk through will not be permitted to submit a proposal. Attendance will be taken at the meeting.

3.2.4 It is the responsibility of the Proposer to be familiar with the specifications herein, to take all required measurements, and to ask any relevant questions regarding this solicitation.

- 3.3 Any changes resulting from the pre-proposal conference that affect specifications or the scope of work, or that may require an extension to the proposal opening date, will be an amendment to the RFP. Such amendment will be emailed directly to all attendees of the mandatory meeting and walk through and will be made available through the City's website.

PART II - EVALUATION FACTORS AND AWARD

- 1.0** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.
- 2.0** The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve in the best interest of the City.
- 3.0** The City will select the most highly qualified proposer of the requested services based on the criteria below and then attempt to negotiate with the proposer a contract at a fair and reasonable price. Evaluation factors and associated point values are listed below:

| Item | Evaluation Factor | Weighting |
|-------------|---|------------------|
| 1 | Company qualification and ability to perform services | 15% |
| 2 | Company experience and references | 30% |
| 3 | Cost | 40% |
| 4 | Product Warranty | 15% |
| | Total | 100% |

4.0 Best Value Evaluation and Criteria:

- 4.1** Proposers may be required to make an oral presentation to the evaluation team to further present their qualifications. These presentations will provide the Proposer the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. In addition to the criteria above, the City may evaluate based on the best value for the City, the following considerations:
- Reputation of Proposer and of Proposer's services;
 - Quality of the Proposer's past services;
 - Proposer's past relationship with the City of Farmers Branch;
 - Any relevant criteria specifically listed in the solicitation.

- 4.2 The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best services the interest and at the sole discretion of the City.

5.0 Acceptance of Evaluation Methodology:

By submitting its proposal in response to this solicitation, Proposers accepts the evaluation process and acknowledges and accepts that determination of the “best value” contractor(s) will require subjective judgments by the City.

6.0 Award:

- 6.1 The contract award, if issued, shall be made to the Contractor whose proposal, in the City’s sole discretion, furthers the City’s best interests. The contract may be awarded to one provider for all work or to several providers for separate identifiable parts based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration and the proposal’s validity. The contract award shall be made by the City Council;
- 6.2 After the City’s contract award, the City will provide the Contractor with Contract Documents. After proper contract execution, the Applicant shall return all required documents to the City.
- 6.3 The City and Contractor shall have a post award meeting to discuss and identify specific milestones, goals, and strategist to meet objectives.

PART III - PROPOSAL FORMAT

1.0 Proposal Format:

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that proposals be submitted with a **signed** master (marked "Original") an additional three (3) proposals (marked "Copy"), and one (1) electronic version. Responses shall not exceed thirty (30) pages in length (excluding title page, index/table of contents, work sample attachments (on CD), and dividers). Information in excess of the pages allowed will not be evaluated. Proposal shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings. DO NOT USE METAL-RING HARD COVER BINDERS. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. They are to include the following:

TAB #1

1.1. Letter of Transmittal:

- 1.1.1 Legal name of the company as registered with the Secretary of State of Texas.
- 1.1.2 Address of the office that will be providing services.
- 1.1.3 Date of the proposal.
- 1.1.4 Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number, and e-mail address.
- 1.1.5 The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the proposal shall be clearly shown immediately below the signature.

TAB #2

1.2 Table of Contents:

- 1.2.1 Both physical and electronic versions should include a Table of Contents.
- 1.2.2 The physical form must have tabs dividing the sections.
- 1.2.3 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

TAB #3

1.3 Company qualifications and ability to perform services:

- 1.3.1 Provide an in-depth list of your firm's capabilities.
- 1.3.2 Describe your company's unique qualifications as pertained to this particular Project.

| |
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| TAB #4 |
|--------|

1.4 Company experience and references:

- 1.4.1 Provide the names of at least three (3) projects for which your company has provided pool Re-plaster or similar projects completed in the past five (5) years. List the projects in order of priority. City of Farmers Branch reserves the right to contact listed clients at any time during the RFP process.

Provide the following information for each project listed:

- City's name and address;
- Contact person and email address;
- A brief overview of the work performed and a short description of the services;
- The total fee.

| |
|--------|
| TAB #5 |
|--------|

1.5 Amount of the proposal and warranty:

- 1.5.1 All fees are all-inclusive of all related costs to provide the required services.
- 1.5.2 Provide length of warranty and information converging against plaster delamination. Include a copy of the written warranty covering the installation of the pool surfaces.

PART IV – SPECIFICATIONS

1.0 Scope:

The intent of this Project is to repair and replaster the Farmers Branch Aquatics Center Lap and Therapy Pools. The project shall include, but not be limited to, all materials and labor for the removal of current pool plaster, various pool surface repairs, installation of pool depth tiles, installation of four (4) new target line tiles in the Lap Pool, and preparation and application of new diamond brite plaster or a similar product. The project will include the installation of new benches in the Therapy Pool. Services shall include draining and pool filling, equipment activation, and proper balancing of the swimming pool water chemistry. The project shall include post-replaster work on the Lap and Therapy Pool. The company will maintain the site in a safe condition throughout the project.

2.0 Location of Pool and Project Site:

The Project site and location of the pool is at the Farmers Branch Aquatics Center 14032 Heartside Place Farmers Branch, TX 75234

3.0 Size Pools:

The Lap Pool holds 85,407 gallons and measures 75 feet long and 36 feet wide. Its depth ranges from 4 feet 6 inches to 8 feet. The Therapy Pool holds 24,356 gallons and measures 37 feet long and 20 feet wide. Its depth ranges from 3 feet 8 inches to 4 feet 2 inches. Proposers are recommended to verify and take independent measurements at the optional pre-solicitation meeting.

4.0 Installation Technicians:

Work shall be performed by thoroughly trained and experienced installation technicians familiar with the specified materials and methods. At least one person should be onsite who is able to communicate with the Farmers Branch representative about the project and who is thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of this work, and who shall direct all work performed.

Maintain the site in a safe condition throughout the project period. Take all precautions necessary to protect City staff, the public, and the jobsite during the period of performance. Contractor will be responsible for repairing any damage incurred to the building during operations that was caused by the contractor. This will include, but not be limited to, electrical components, flooring, decking, and paint.

Only Contractor's personnel and subcontractor's personnel who are approved by City may enter the work area. Contractor is responsible for safety orientation and awareness training of their employees and subcontractor employees prior to start of work on the project. Comply with all Federal, state, and local regulations regarding security and safety.

5.0 Scope of Work:

- 5.1 Preparation of the project area shall be thoroughly cleaned.
- 5.2 Protect all plumbing lines, return outlets, skimmer lines, tile and hand rails.
- 5.3 All exposed rebar shall be treated with an epoxy waterproofing material.

- 5.4 Removal of plaster, use hydro-demo (36,000 psi high-pressure water) of the plaster
- 5.5 Unless approved by the City in advance, the plaster used for this project will be Commercial SGM Diamond Brite quartz swimming pool finish, or like composition, because of the cement modified with polymers, stain-resistant, scratch-resistant, No rusting, No fading, easy to drain and clean, and resistant to pool chemicals
- 5.6 Contractor must secure the work site prior to beginning work. Work is to be completed Monday-Friday 8:00 a.m. – 5:30 p.m. Pool area must always be secured from any public access. Additional work past 5:30 p.m. will need to be coordinator with the City 72 hours in advance. No work will be allowed on City Holidays.
- 5.7 Contractor shall drain all water from the pools.
- 5.8 Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable plaster finish.
- 5.9 Dust-raising construction and/or activities in areas adjacent to the pool are complete or mitigated.
- 5.10 Double saw cut all perimeter tile, returns, main drains, etc.
- 5.11 Reinstall Life Floor tiles. The city will provide the materials.
- 5.12 Install new VGB drain covers in the Lap and Therapy Pool.
- 5.13 Install new benches in the Therapy Pool. Benches will need to be reinforced with re-bar, and sprayed with shotcrete or poured with concrete. It will also need a black nose tile to comply with pool code.
- 5.14 Cover all drains, inlets, tile, and other apparatuses to prevent any and all debris from adhering to or entering pool piping during construction.
- 5.15 V-cut all cracks back by saw cutting to structural soundness and repair with Hydraulic Cement.
- 5.16 Plastering shall NOT be done under unsuitable weather or temperature conditions.
- 5.17 Plastering shall NOT be done if the HVAC system is off in the indoor facility.
- 5.18 Remove and repair all hollow or damaged areas in the pool shell.
- 5.19 Allow full cure time per material manufacturer's specification before allowing any water to touch the material.
- 5.20 The acid wash pool is treated with 20 Baum muriatic acid twice to ensure proper cleaning and etching. The slurry is pumped into a slurry box, which is disposed of offsite.
- 5.21 Properly prep the existing surface before applying Bond Koat.

- 5.22 Apply Bond Coat or equal per manufacturer's specification.
- 5.23 For refilling purposes, the City will provide the proper equipment.
- 5.24 Quartz plaster pool to an approved matching, or equal, color by the City of Farmers Branch. Three bonding procedures will be used:
- Proper preparation of surface as previously specified;
 - Proper plaster mix as per manufacturer's specifications;
 - Finish plaster to a smooth and uniform finish;
 - Quartz plaster shall be mixed by a plaster mixing machine and be free of lumps and dry spots. All bidders must be in good standing with the National Plaster Council (NPC);
- 5.25 Pool plaster will be a minimum of 3/8" and a maximum of 1/2" thick, troweled to a smooth and uniform finish. Any plaster cold joints must be concealed with a 2" x 2" underwater tile line.
- 5.26 The contractor will remove all trash and debris from the job site daily and leave it clean and operable.
- 5.27 All wastewater shall be neutralized and disposed of in accordance with local and state codes.
- 5.28 Refill pool. The contractor shall chemically balance the water to include chlorine, pH, calcium hardness, and total alkalinity. If the fill water has a heavy mineral content, Sequa Sol or a similar product should be used. The City of Farmers Branch will provide chlorine and muriatic acid on site. The contractor shall provide all other chemicals. The pool must be balanced to NCP specifications.
- 5.29 The contractor should balance the water chemistry:
- Chlorine – 2.0 to 5.0 ppm
 - PH – 7.4 to 7.6
 - Total Alkalinity – 80 to 120
 - Calcium Hardness – 200 to 400
- 5.30 All water chemistry and filtration mechanical equipment shall be operational upon filling the pool after plaster. Required chemicals and other related support items as supplied by successful Proposer shall be in supply at start-up.
- 5.31 Install pool depth markers per published standards of the State and Local Health Departments.
- 5.32 Trim & demarcation tile should be installed per published standards of the State and Local Health Department.
- 5.33 Ensure all the pool lights are working properly.
- 5.34 The skimmer equalizer lines should not be in sight and should be flush with the wall.

- 5.35 For the first fourteen (14) calendar days after completion of the Project, the successful Proposer shall brush all plastered surfaces at least twice a day and ensure that the plaster is carefully maintained after the initial fourteen (14) day period.

6.0 Warranty:

The warranty period shall be a minimum of five (5) years. Warranty documentation shall be included with each item bid.

- 6.1 Include a copy of the written warranty covering the installation of the pool surfaces.
- 6.2 Vendor will provide a minimum written 5-year warranty covering against plaster delamination.
- 6.3 Vendor will be on premises to address warranty claims within 24-hours of notification and schedule repairs to suit City's schedule. The City understands that proper water chemistry is essential to maintain warranty.

7.0 Goods:

Proposer warrants and agrees that all materials and items supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and that performance of goods shall be in accordance with the above laws, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

8.0 Subcontractors:

Subcontractors shall not be used for the services specified here.

9.0 Alternate Equivalent:

The City seeks to maintain quality and durability with its pool resurfacing. With this goal in mind several manufacturers' products have been specified herein to establish the City's minimum critical requirements and performance standards. Alternate equivalent items will be considered and are noted as "or equal" on item descriptions. It will be the Proposer's responsibility to show proof of products equivalency.

10.0 Product Handling:

- 10.1 Deliver materials to the Project site in the manufacturer's original unopened containers with all labels intact and legible;
- 10.2 Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site;
- 10.3 Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed work;
- 10.4 In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the City;

10.5 Water used in product application shall be free from injurious amounts of acid, alkali, and organics.

11.0 Clean-up:

Upon completion of Project, successful Proposer shall remove all materials; equipment and debris occasioned by the installation and leave the job site in a clean and operable condition. Clean-up shall meet with the express approval of the City.

12.0 Damage:

The successful Proposer shall be responsible for damage to all City, State, Federal or private equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Proposer shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

13.0 Completion Date:

It is the intent for this project to be completed by May 3, 2025 in order to meet schedule events.

14.0 Acceptance:

Acceptance inspection of the Project will be within fourteen (14) working days. The Proposer shall demonstrate to the City that the plaster and all systems are fully operational and that calcium hardness; total alkalinity, chlorine residual, and Ph levels are within specified limits. Should the Project not be accepted due to non-compliance with the specifications, the Proposer shall repair any work until the Project is accepted at no additional cost to the City.

PART V - ADDITIONAL INFORMATION

1.0 Type of Contract:

Any contract resulting from this solicitation will be in the form of the City's Standard Agreement. A sample agreement is attached as Appendix A.

2.0 No Reimbursement for Cost:

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this Request for Proposal (RFP) shall be at the sole risk and responsibility of the Proposer.

3.0 Termination for Convenience:

The City of Farmer Branch reserves the right to terminate this Contract upon thirty (30) calendar days' written notice for any reason deemed by the Council to serve the public interest or resulting from any governmental law, ordinance, regulation, or court order.

4.0 Non-Funding Clause:

If, during budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

5.0 Limitation of Liability:

The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or forgone profits of unsuccessful offers.

6.0 Financial Qualifications of Contractor:

If requested by the City, the Contractor shall be prepared to submit, within five (5) calendar days of the request, a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

7.0 Examination of Solicitation Documents:

It is the responsibility of each Proposer, before submitting a proposal, to:

- 7.1 Study and examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a proposal. It is highly recommended that Proposers walk each site to gain full understand of the Scope of Work;
- 7.2 The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and the requirements of the Contract.

- 7.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation;
- 7.4 Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work. The Proposers are assumed to have made themselves familiar with all federal and state laws and all local laws, ordinances, and regulations which, in any manner, affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the Proposer, if awarded the Contract, shall be obligated to perform the work in conformity with said laws, bylaws, ordinances, and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, ordinance, or regulation, the Proposer shall report it to the City in writing.

8.0 Interpretations and Addenda:

- 8.1 All questions about the meaning or intent of the proposal documents are to be directed to Purchasing, Department of Finance. Interpretations or clarifications considered necessary by Purchasing, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal conference and posted on the City's website.
- 8.2 Questions received less than five (5) calendar days prior from the due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.0 Examination of Specifications:

- 9.1 The Proposer is expected to examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal. The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

10.0 Familiarity with Laws:

- 10.1 The Proposers are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Proposer, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

11.0 Modification and Withdrawal of Proposals:

- 11.1 Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a proposal must be executed), and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

12.0 Confidentiality:

- 12.1 The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

13.0 Public Information:

- 13.1 All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of any information.

14.0 Reservation of Rights:

- 14.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all proposals or to make the award to that Proposer, who, in the opinion of the City, will provide the most value to the City. The City reserves the right to reject any proposals, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 14.2 The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the greatest value to the City and its members.
- 14.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- 14.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 14.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- 14.6 Those who submit a proposal do so without recourse against the City or its members for either rejection of their proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

15.0 Excusable Failure or Delay:

15.1 Neither the Contractor or City shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

16.0 Tin Required:

16.1 Contractor shall provide the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the City before any contract funds are payable.

17.0 Indemnity and Hold Harmless:

17.1 To the fullest extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

17.2 Contractor shall protect and indemnify the City from and against all claims, damages, judgments, and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of

any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

18.0 Sales and Use Taxes:

- 18.1 The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

19.0 Bribery Clause:

- 19.1 Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

20.0 Signing of Agreement:

- 20.1 When the City gives a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. Within ten (10) calendar days thereafter, the City shall deliver one (1) fully signed copy to Contractor.

APPENDIX A – SAMPLE AGREEMENT

SWIM CENTER LEISURE POOL RESURFACING

This agreement made and signed this ____ day of _____, 2018, by and between the **City of Farmers Branch, Texas** (“City”) and _____ (“Contractor”). The City and the Contractor for the consideration stated herein agree as follows:

Section 1. Scope of Work:

The intent of this Project is to repair and replaster the Farmers Branch Aquatics Center Lap and Therapy Pools. The project shall include, but not be limited to, all materials and labor for the removal of current pool plaster, various pool surface repairs, installation of pool depth tiles, installation of new lane lanes and crosses in the Lap Pool, and preparation, and application of new pool plaster or a similar product. The project will include the installation of benches in the Therapy Pool. Services shall include draining and pool filling, equipment activation, and proper balancing of swimming pool water chemistry. The project shall include post-replaster work on the Lap and Therapy Pool.

Section 2. Terms:

- 2.1 This Contract will become effective on the date of acceptance by the City Council “Effective Date”), and will continue in full force until completion of the Project to City’s satisfaction.
- 2.2 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 2.3 Any variations from this Contract must be in writing and agreed upon by both the City and the Contractor.
- 2.4 In the event that a service is added/removed, Contractor may give the City a revised price and the additional/remaining portfolio in writing. The City shall have thirty (30) days to accept/reject the price revision.
- 2.5 This agreement may be terminated at any time by the City upon receipt of thirty (30) days’ prior written notice.

Section 3. Payment Terms:

- 3.0 City agrees to pay Contractor for the work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of \$__ to be paid on the following terms:
- 3.1 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the City and the Contractor, the City shall have the right, in its discretion, to withhold any payment (final or otherwise) such sums as the City Manager of

the City or designee may deem ample for charges related to comprehensive support or projects that were not performed at acceptable standards during initial set-up or implementation.

Section 4. Quality of Work:

- 4.1 Contractor shall guarantee that workmanship performed under this contract meets or exceeds established industry standards relating to quality, neatness, precision, completeness, and attention to detail. The Contractor's performance will be monitored closely and discrepancies will be documented in writing by City staff. Failure to correct the discrepancies in a timely manner will result in a formal letter outlining the discrepancies and setting a 48 hour deadline for their correction to the City's satisfaction. If the discrepancies are not corrected by the written 48 hour deadline, the City may terminate this contract. The City will not be responsible for payment of any invoice for unsatisfactory work performed under this contract for which written notice has been provided. When the Contractor has resolved all written discrepancies, any pending invoices will be paid.

Section 5. General:

- 5.1 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this Contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing Work under this Contract, and may not employ such worker again, under this Contract, without the City's prior written consent.
- 5.2 The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.
- 5.3 The Contractor shall provide supervision to assure that all Work will be done in accordance with this agreement. The Contractor will designate personnel to communicate with City staff regarding the performance of services as set forth in this agreement.
- 5.4 The Contractor shall, at all times, be vigilant against damage to existing equipment and facilities. The Contractor shall notify the City of such damage.
- 5.5 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or their work force.

- 5.6 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.
- 5.7 All Work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No Work shall be done, pursuant to this agreement, by subcontractors without the written consent of the City.
- 5.8 Contractor shall possess all licenses and permits required to perform the Work. All Work is to be done in accordance with any applicable codes, ordinances and regulations.

Section 6. Authority of Parks and Recreation Director:

- 6.1 All Work shall be done under the supervision of the Parks and Recreation Director and/or the City's authorized designee and to his/her satisfaction. The Parks and Recreation Director and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- 6.2 The Parks and Recreation Director and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

Section 7. Indemnity:

- 7.1 To the fullest extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by The City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees

for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

- 7.2 Contractor shall protect and indemnify the City from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.
- 7.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.
- 7.4 Insurance required by the Contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Agreement.
- 7.5 Contractor must provide a certificate of insurance to the City prior to being awarded the Contract.
- 7.6 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
- Comprehensive General Liability
 - Automobile Liability
 - Worker's Compensation
- 7.7 If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of Insurance with the City showing that coverage has been extended. Contractor shall retain all required certificates of insurance for the duration of the Contract.
- 7.8 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.
- 7.9 By signing this Contract or providing or causing to be provided a certificate of insurance, Contractor is representing to the City that all employees of the Contractor, who will provide services on the Contract, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed

with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.

- 8 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.

Contractor's failure to comply with any of these provisions is a breach of the Contract by the Contractor which entitles the City to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

Bonds, when required, shall be executed on forms furnished by or acceptable to the City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the Payment Bonds must be authorized to issue Payment Bonds in Texas in an amount equal to or greater than the Contract price. These bonds shall remain in effect at least until one year after the date when final payment becomes due.

If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the Contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the City.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the City.

Section 7. Safety:

- 7.1 The Contractor shall take all necessary precautions for the safety of and shall provide necessary protection to prevent damage, injury, or loss to all persons on the work site who may be affected by the Work.

Section 8. The City's Responsibilities:

- 8.1 Aside from the City Manager, the City shall issue all communications to the Contractor through the Parks and Recreation Director.
- 8.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents. Failure or omission of the City to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 8.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in orderly progress of Work.
- 8.4 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

Section 9. Payment Terms:

- 9.1 City agrees to pay Contractor for the Work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of _____ to be paid on the following terms: Each payment will be based on the receipt of a monthly invoice from the Contractor which details the exact location, date, and type of services rendered during the previous month.
- 9.2 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this Contract or any other agreement with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims.

Section 10. Miscellaneous:

- 10.1 In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.
- 10.2 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 10.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- 10.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

This agreement, together with the documents and exhibits above-mentioned, and all documents are fully a part of this Contract as if attached to it or herein repeated.

THE CITY OF FARMERS BRANCH:

Ben Williamson, City Manager

ATTEST:

Stacy Henderson, City Secretary

CONTRACTOR:

Signature: _____

Printed name: _____

Address: _____

Phone Numbers:

Office: _____

Cell: _____

Fax: _____

Federal Taxpayer Identification Number:

Section 11. Forms