

STATE OF TEXAS §

COUNTY OF BRAZOS §

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF BRYAN, TEXAS
AND SUNBELT POOLS, INC.**

THIS DESIGN-BUILD AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2015, and between THE CITY OF BRYAN, TEXAS (“City”) a Texas home-rule municipal corporation, and SUNBELT POOLS, INC. (“Contractor”) a corporation created and operating pursuant to the laws of the State of Texas.

WHEREAS, the City is a home rule municipal corporation authorized by its charter and state law to operate municipal pools such as the one located at Sadie Thomas Park in Bryan, Brazos County, Texas, which pool is outdated and has been out of service for over seven years; and

WHEREAS, the construction project (“Project”) will involve demolition of the existing pool as well as the design and building the new pool at Sadie Thomas Park (“Pool”) and the City desires to engage a single contractor to have the Project complete and the new pool open and operating in time for the 2016 swim season; and

WHEREAS, the City is authorized by Chapter 2269 of the Texas Government Code and the City’s charter, to issue a request for qualifications for a design-build firm to provide construction and design services for the Project at the best value to the City; and

WHEREAS, the City issued Request for Qualifications Number 15-031 for the design and construction of the Pool, a copy of which is attached to hereto as **Exhibit A** and incorporated herein by reference for all purposes, and Contractor submitted a statement of qualifications, which is attached hereto as **Exhibit B** and incorporated herein by reference for all purposes; and

WHEREAS, Contractor desires to serve as the original or general contractor for the Project, which includes providing the City with designs and construction documents as well as furnishing the necessary labor and materials to be utilized in the construction of the Pool, as more specifically detailed in the construction documents to be prepared pursuant to this Agreement (collectively, the “Work”); and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1. **Conceptual Design and Development.** Contractor will prepare a draft plan for the Project which it agrees to promptly revise to the satisfaction of the City with input from the public at one or more meetings to be held in conjunction with conceptual design and development. The draft plan may include site analysis, preparation of a schedule, preparation of illustrative drawings and computer renderings thereof, a preliminary cost estimate and a final conceptual design (collectively, the “Design Drawings”). The City shall pay Contractor the sum of \$15,000.00 upon Contractor’s completion of such revisions, as agreed to by the parties.

2. **Plans and Specifications.** Promptly upon acceptance and approval of the Design Drawings in writing by the City, Contractor shall prepare all construction documents for the Project, including a layout plan, a drainage plan, construction details, testing requirements for materials, and such other plans or specifications as may be required for the Project, consistent with the Design Drawings (collectively, the

“Plans and Specifications”). Contractor shall engage a geotechnical engineer to perform geotechnical testing of the site and to give recommendations for the Project. Upon acceptance and approval of the Plans and Specifications in writing by the City, the City shall pay Contractor the sum of \$20,000.00. In conjunction with the preparation of the Plans and Specifications, the Contractor shall prepare a budget (“Budget”) which approximately outlines how the \$915,000.00 Project cost will be spent on line items such as demolition, debris removal, grading, labor, materials, etc.

3. Contract Documents. The term “Contract Documents” as used herein includes this Agreement (as well as exhibits attached hereto), the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project.

4. Subcontractors. All portions of the Work not performed directly by Contractor or Contractor’s employees shall be performed under subcontracts that shall be subject to, and will conform to the requirements of the Contract Documents. Promptly after acceptance and approval of the Plans and Specifications by the City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. Contractor shall assume the obligation to pay for and control the work performed by subcontractors, if any. All agreements with subcontractor shall include a provision allowing the City to assume the rights and responsibilities of Contractor, in the event of a breach by Contractor and termination of this Agreement by the City.

5. Construction Work.

- a. Reliance. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor’s special skill and abilities in performing the Work hereunder. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the Project using Contractor’s best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project.
- b. Scheduling. Contractor shall continuously prosecute the work with such diligence as will enable him to complete the work within the time limit specified. The beginning, sequence, and prosecuting of the work shall be governed by the contract documents and Contractor shall conduct his operations so as to impose a minimum interference to the public. Contractor shall be required to attend construction progress meetings as scheduled by the City’s Representative throughout the construction of this project. Before the beginning of each progress meeting, Contractor shall submit to the City’s Representative a detailed construction and sequence schedule for review. Contractor will cooperate with the City and any of the City’s employees or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder. Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion. City and Contractor will coordinate to avoid interference with other park users and vice versa.
- c. Clean up. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly

condition as the circumstances will permit. Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by Contractor in such manner and at such points as will be approved by the City's Representative, and their use shall be strictly enforced by Contractor. All sanitary laws and regulations of the State of Texas and the City shall be strictly complied with.

- d. Quality of Labor and Materials. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Pool described in and reflected on the Plans and Specifications. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned them. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project. Any materials acquired by the Contractor for use in the Project must have been approved in advance by the City, which approval shall not be unreasonably withheld.

6. City to Provide Utilities for the Work. The City will provide necessary water and sewer taps and the City will provide necessary electric service to the edge of the Property, however Contractor must pay applicable tap fees. Where Contractor desires to use City water or electricity in connection with any construction work, Contractor shall make complete and satisfactory arrangements with the City for so doing, including being responsible for getting service to the Project site from the edge of the Property and paying costs of service. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance, or where no ordinance applies, payment shall be based on estimates provided by the City. Electrical service may be obtained from the City through its municipally owned utility, Bryan Texas Utilities ("BTU"), in accordance with the regular established rate.

7. Adequate Safety Precautions.

- a. Safety Precautions. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, (i) employees at the Project and other persons who may be affected thereby, (ii) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, and (iii) all other property at the Project site or adjacent thereto, including but not limited to trees, shrubs, walkways, pavement, driveways, streets, and utilities except where designated for removal, relocation, or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. Contractor and the City shall coordinate to ensure the safety of other park users.

- b. Hazardous Materials. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. Contractor shall be responsible for regulating access to the Project site, and for excluding guests, employees, and the public from the Project site during the period when the Work is being performed, provided that City shall cooperate with such efforts.
- c. Utilities. Contractor shall exercise caution while working at a location where proposed construction crosses or comes into proximity with an underground telephone cables or wires, gas line, waterline, sewer line or any other utility line. EXTREME CAUTION shall be taken when working around petroleum pipeline or high pressure gas lines. It shall be Contractor's responsibility to contact the utility at least two (2) business days (excluding Saturday, Sunday and Holidays) prior to construction and obtain exact location of all underground utility lines and appurtenances where possibility of a conflict exists. Contractor shall coordinate with BTU for support with existing power poles, relocation of guy wires, and overhead lines. Unnecessary damage to utilities or appurtenances within and outside the limits of construction shall be repaired at Contractor's expense. It is Contractor's responsibility to notify and coordinate any repair of utilities required for the proper construction of the Work, including utilities owned by the City. If City assistance is required for the repair, Contractor must give advanced notice so that a work order can be issued from the specific department.

8. Stormwater Pollution Prevention. Contractor shall comply with the Texas Commission on Environmental Quality ("TCEQ") Construction General Permit No. TXR 150000 and maintain appropriate storm water pollution prevention documentation on site. Contractor shall take precaution to prevent the deposition of mud from the construction site onto adjoining property, roads, streets, sidewalks, and alleys during construction. Public rights of way must remain in a clean and usable condition. Contractor is responsible for providing erosion control measures, including but not limited to silt fences and storm sewer inlet protections, during all phases of construction. Contractor shall place plastic, wood, or another barrier between spoils and paved areas to prevent embedding into the pavement. Contractor is responsible for maintaining sedimentation control measures to prevent removal of sediment and mud from the Project by wind or water, during all phases of construction. No payment shall be made for these measures, as the costs are subsidiary to various bid items.

9. Progress Payments. The cost of the construction phase of the Project is not to exceed \$915,000.00. All payments to Contractor for construction shall be made on a work-in-place basis following inspection and approval by the City, such approval not to be unreasonably withheld. Approximately every three (3) weeks during the progress of construction, Contractor will submit to the City an application for payment ("Application for Payment") covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each Application for Payment shall be in form reasonably satisfactory to the City and shall include, without limitation:

- (i) the amount due for the Work performed for which Contractor is requesting payment;
- (ii) a reasonably detailed breakdown and itemization of such Work and the amount due;
- (iii) the percentage of completion of the Work performed;
- (iv) the sum of all prior payments made from the City to Contractor hereunder;
- (v) the unit cost, types, and amounts of materials used; and
- (vi) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed for which Contractor is requesting payment.

At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials

incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City (i.e. payments to subcontractors and materialmen). Within five (5) business days following the timely submission of an Application for Payment, the City shall provide written notice that the payment has been approved and is being process, or that all or a portion of the payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following the City's receipt of the Application for Payment or, as applicable, within ten (10) days after Contractor's completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor. Upon Substantial Completion of the Work, Contractor may make an Application for Payment for the last progress payment due under this Agreement.

10. Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment,

- (i) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default;
- (ii) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment (excluding any "punch list" items that still need to be completed); and
- (iii) all Work performed in furtherance of the construction of the Pool at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

11. Retainage. The City shall retain five percent (5%) of the amounts paid by the City as progress payments ("Retainage"). Subject to the provisions of this Agreement, Retainage will be paid to Contractor as the final payment hereunder within thirty (30) days of Final Completion.

12. Commencement and Completion of Work.

- a. Notice to Proceed. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City's approval of the Plans and Specifications, it being understood that the City shall not unreasonably withhold the Notice to Proceed. At Contractor's sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property prior to receiving the Notice to Proceed, unless pursuant to written instructions from the City to Contractor.
- b. Permits. Contractor will obtain any required permits and licenses prior to commencement of construction, with City's reasonable assistance, if requested. The City agrees to waive any fees customarily charged for permits and licenses issued by the City, not including water/sewer tap fees or charges related to utility service. This includes building, HVAC, electrical, and plumbing permits.
- c. Deadlines. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve Substantial Completion of the entire Project by March 21st, 2016 (such date of completion being referred to herein as the "Scheduled Completion Date").

- d. Substantial Completion. Notwithstanding any provision contained herein which could be construed to the contrary, Substantial Completion of the Project shall not be deemed to have occurred until and unless (i) construction thereof is sufficiently complete so that the Project may be used by the City for its intended purpose, subject only to minor "punch list" items; (ii) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued; (iii) all utilities necessary to service the Pool have been connected and are available for immediate use; and (iv) the City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents.
- e. Punch List. Within ten (10) days of notice from Contractor that Substantial Completion has occurred, the City and Contractor shall conduct a punch list inspection of the Work for purposes of creating a punch list of deficient items or additional Work to be done to bring the Project to Final Completion ("Punch List"). If, upon this inspection, the City determines that the Work is not Substantially Complete, then the City may notify Contractor and withhold the final progress payment. Contractor must have Substantially Completed the Work before the Punch List will be prepared. If all items on the Punch List are not completed, corrected, or otherwise resolved within thirty (30) days of the publication of the Punch List, the City may use the Retainage held from Contractor to do so.
- f. Final Completion. Final Completion shall not be deemed to have occurred until the Punch List has been satisfactorily completed and the City has received from Contractor an Affidavit stating that all subcontractors involved in the Project have been paid in accordance with their respective agreements. The City will make a final inspection after being notified by Contractor that the Punch List is complete and if the Work is deemed to be satisfactorily in accordance with the Contract Documents, the City will give Contractor a written Letter of Acceptance. Contractor will continue to diligently and continuously perform and prosecute the Work to Final Completion in accordance with the Contract Documents and Punch List.

13. Failure to Complete On Time. The time of completion is of the essence of this Agreement and timely Substantial Completion and Final Completion are material components. For each calendar day between the deadline for Substantial Completion and the publication of the Punch List, the City shall be entitled to deduct an administrative cost of \$1,000.00 per day. For each calendar day after the expiration of the thirty (30) day period following publication of the Punch List that the Work has not been finally completed, the City shall be entitled to deduct an administrative cost of \$1,000.00 per day. The deadlines for Substantial Completion and Final Completion of the Work, as may be amended by Change Order, are reasonable requirements, taking into consideration all conditions including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of administrative damages for Contractor's failure to meet the deadlines for Substantial Completion and/or Final Completion are fixed and agreed on by the parties because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would sustain in such an event. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from periodic payments or from Retainage. As a result of the difficulty in estimation, calculation, and ascertainment of the City's damages due to a failure by Contractor to timely complete the Work, Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from Contractor's compensation the administrative costs set forth herein.

14. Contractor Delay. Contractor shall be excused for the period of any delay in performance of any obligations hereunder when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party's control, which shall include all labor disputes, civil disturbance,

war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God. In the event of such a delay, Contractor and the City shall agree, in writing, to a change order modifying the Scheduled Completion Date as necessary.

15. Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

16. Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Pool to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents. Regardless of whether the City exercises this right or chooses not to do so, nothing stated herein shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. The City shall also have the right, but not the obligation, to appoint a person or firm, at the City's own expense, with architectural and/or engineering expertise ("City's Representative") to observe, inspect, monitor, and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Representative shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Representative in the performance of its duties and to supply the City's Representative with such materials and information as the City's Representative may reasonably request for such purposes. The City's Representative will be authorized to inspect all Work done and all materials furnished for the Project. In case of any dispute arising between Contractor and the City's Representative as to the materials furnished or the manner of performing the Work, the City's Representative shall have authority to reject materials or suspend work until the question can be referred to and decided by the City.

17. Samples and Tests of Materials. Where, in the opinion of the City's Representative, tests of materials are necessary, such tests will be made at the expense of the City unless otherwise provided. The failure of the City to make any tests of materials shall in no way relieve Contractor of his responsibility of furnishing materials conforming to the Contract Documents. Contractor shall furnish adequate samples without charge. Contractor shall submit to the City's Representative proof (manufacturer's certificates, test reports, mill reports, etc.) that all materials proposed for use in construction of this project meet the appropriate specifications. The City's Representative may require testing or retesting by an acceptable independent testing laboratory of any materials submitted for use in this project. If this testing indicates the materials to be unsatisfactory, Contractor shall be required to pay for these tests, and supply materials that comply with said specification. Standard control tests will be made during construction to determine

that all materials and construction procedures meet the standards and specifications prescribed. The cost of tests performed on materials that do not comply with specifications shall be deducted from the monthly payments to Contractor. The City's Representative reserves the right to have Contractor submit test reports by an independent testing lab showing construction materials conform to the City of Bryan Standard Specifications or referenced specifications.

18. Storage of Materials; Defective Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City's Representative, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. If material is stored on private property, Contractor will provide the City's Representative with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100-year floodplain. All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the City's Representative. Upon failure on the part of Contractor to comply with any order of the City's Representative made under the provisions of this item, the City's Representative will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due to or become due Contractor.

19. Correction of Work. All Work not conforming to the requirements of the Contract Documents, or which is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct such defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed, or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work after ten (10) days' notice to the Contractor, which Contractor does not undertake to correct or fails to continue to correct with due diligence. In the case of an emergency, notice is not required. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. If such costs are not paid within thirty (30) days, the City may offset same out of payments due to Contractor. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the fee payable to Contractor under this Agreement will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made to Contractor hereunder. In addition to any other remedies provided by this Agreement or at law or in equity, the City may issue a stop work order to Contractor, and its employees or subcontractors, with respect to any or all portions of the Work, until the cause for such order has been satisfactorily resolved. If a stop work order is issued by the City, Contractor shall not be entitled to a Change Order to compensate for any additional time or expense incurred as a result.

20. Record Drawings. Contractor shall furnish to the City one set of clean, red-lined record drawings showing as-built conditions such as elevations, depth of bury for all utility lines, any deviations from contract drawings, etc., as a condition for Final Completion. The cost of providing Record Drawings is included within the \$35,000.00 design fee.

21. Digital Photo Documentation of Project. Contractor shall take digital photos of the Work on a daily basis throughout the entire duration of the Project documenting the progress of the Work. Hard copy digital photo images shall be printed in color on a daily basis and stored with "As Built" drawings in a catalog that is kept orderly, labeled, and indexed using dates and locations (i.e. stations or descriptive locations with directions). Contractor shall also record two (2) complete sets of all digital photos taken during a week onto separate compact discs (CD). At the end of each month, one CD will be given to the City's

representative immediately after it is recorded and one CD will be retained in a protective case with the "As-Built" Drawings. The complete set of compact diskettes retained with the "As-Built" Drawings and the hard copy catalog will be given to the City at the end of the Project such that the City will end up with two (2) complete sets of digital photos on CDs and a catalog of hard copies. Contractor shall take a sufficient number of digital photos to adequately document the Work and shall work closely with City's representative to determine the number and location of digital photos to be taken each day. Digital photos should generally include such items as fittings, major crossings of other utilities or petroleum pipelines, any unmapped utilities or pipelines, and items that may be the subject of future controversy or difficult to see after construction, or any items related to extra work claims. The cost of complying with this section is to be included in the overall cost of the Work being documented.

22. Final Clean Up. Upon the completion of the Work and before acceptance and final payment will be made, Contractor shall clean and remove from the site all surplus and discarded materials, temporary structures, and debris of every kind (excluding top soil which must remain on site). All equipment shall be removed from the job site after completion or acceptance of the Work. If excavated material is placed on private property, it shall be Contractor's responsibility to provide the City Engineer with a written statement signed by the property owner stating that the property owner requested the material and is satisfied with the condition in which the property was left. All excavated material containing any oil based products or asphaltic products must be disposed of at a licensed sanitary landfill. All brush that is not burned must be disposed of at a licensed compost facility. No brush, oil-based soil, or asphaltic products will be allowed to be placed on private property. Material is not to be placed in floodplain without prior approval by the City's Floodplain Administrator. Contractor shall be totally responsible for any damage incurred due to illegal dumping. Contractor shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at a licensed sanitary landfill or as directed by the City's Representative. The cost of complying with this section is to be included in the overall cost of the Work being completed.

23. Guarantee of the Work. Contractor shall guarantee the Work against defective materials and workmanship for a period of twenty-eight (28) months from the date of a Letter of Acceptance from the City. Should defective materials or workmanship occur, Contractor shall have seven (7) business days, after written notice of same is provided by the City, to make any and all repairs at its own expense. If Contractor fails to timely correct the defect, the City may make the necessary repairs and charge Contractor the actual cost of labor, materials, and equipment time required. Contractor's Performance Bond must continue for twenty-eight (28) months after the Letter of Acceptance is issued to cover the guarantee set forth above.

24. No Liens. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed or otherwise impose any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to the City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in

no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Pool, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to the City.

25. Contractor's Representative. Contractor shall designate a representative as the person in charge of the Work to be performed by Contractor under this Agreement. The representative will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as Contractor's point of contact between the City and Contractor.

26. Communications with the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

27. Ownership of Documents and Drawings. All drawings, models, renderings, plans and specifications, including, without limitation, the Plans and Specifications, together with any other documents or information prepared by Contractor for the City in connection with the Project, shall be the property of the City. They shall not be used by Contractor on any project other than the Project unless expressly so authorized in writing by the City. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models, renderings, plans and specifications, including the Plans and Specifications, prepared to the date of termination. The City shall have the right to use such materials for completion of the Project.

28. Insurance. Contractor shall, at its sole cost and expense, maintain in full force and effect during the course of this Agreement, the following types of insurance coverage under the stated amounts:

- a. Commercial General Liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under this Agreement. Coverage shall be in an amount not less than \$1,000,000.00 per occurrence and an annual aggregate of at least \$2,000,000.00. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as an additional insured. This requirement must also be met by subcontractors unless Contractor's policy covers the subcontractor.
- b. Business Auto Liability insurance with a limit of not less than \$1,000,000.00 each accident and providing coverage for all owned, non-owned, and hired automobiles. A Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees is required. This requirement must also be met by subcontractors unless Contractor's policy covers the subcontractor.
- c. Worker's Compensation for statutory limits and Employer's Liability Insurance with limits not less than \$500,000.00/\$500,000.00/\$500,000.00 Waiver of Subrogation in favor of the City and

its agents, officers, officials, and employees is required. This requirement may be waived if Texas State law does not require Contractor to maintain such insurance. This requirement must also be met by subcontractors engaged by Contractor unless an applicable exception exists in state law or Contractor's policy covers the subcontractor.

- d. Builder's Risk Insurance in the amount of the total cost of the Work to be performed under this Agreement. Contractor agrees to maintain Builder's Risk insurance providing coverage to protect the interests of the City, sub-contractors, including property in transit and property on or off-premises, which shall become a part of the Project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement required.
- e. Professional liability insurance is required with a limit of not less than \$1,000,000.00. If written on a "Claims-Made" form, Contractor agrees to maintain a retroactive date equivalent to or earlier than the inception date of the Agreement and maintain continuous coverage or a supplemental extended reporting period for a minimum of two (2) years after the completion of this Agreement. This section only applies to Contractor's architect or design professional required by state law to be licensed by the State.

Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance program carried by the City. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. Any deductibles or self-insured retentions must be declared. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of same. Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-VI or better by AM Best Insurance Rating. A certificate of insurance evidencing such coverage must be furnished to the City concurrently with the execution of this Agreement and in all events before Contractor commences the Work. Such certificate of insurance shall be executed by a duly authorized representative of such insurer submitted on the ACORD form with all endorsements included. Contractor must provide minimum thirty (30) days' prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. The City reserves the right to withhold payment to Contractor until coverage is reinstated.

29. Bonds. Pursuant to the Texas Government Code Chapter 2253, Contractor is required to obtain payment and performance bonds in the amount of the contract (as determined by state law) or \$950,000, whichever is higher, executed by a corporate surety in compliance with Texas law guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, and for the protection of the City and all other persons against damage by reason of negligence of Contractor, or improper execution of the work, or the use of inferior materials. Bonds shall remain in full force and effect for twenty-eight (28) months, or the maximum amount allowed by law, whichever is less, after written notice of acceptance of the completed work is received from the City. No sureties will be accepted by the City who are now in default or delinquent on any bonds or who are interested in any litigation against the City. All bonds shall be made in accordance with forms furnished by the City, and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to the City. Each bond shall be executed by Contractor and the sureties. Should any surety on the contract be determined unsatisfactory at any time by the City Council, notice will be given to that effect and Contractor shall immediately provide

a new surety satisfactory to the City. No payment will be made under the Agreement until the new surety or sureties, as required, have been accepted by the City.

30. Warranties Concerning Pool. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Pool shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after twenty-eight (28) months, or the longest amount of time commercially available.

31. Compliance With Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor has reviewed the Plans and Specifications and is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally. The City is a tax exempt governmental entity, the Project is a public work, and Contractor will become a seller of materials purchased for the Project, which will obviate paying taxes on materials incorporated into the Project. As a seller, Contractor will purchase materials and issue a resale certificate instead of paying the sales tax at the time of purchase. The City, as an exempt entity, will provide Contractor with an exemption certificate at the time of the "sale" of the materials to the City, thereby precluding the City, and Contractor, from paying the sales tax on the materials. Services are not tax exempt. Contractor will be required to pay all appropriate taxes for all services as set forth herein. For purpose of these Contract Documents, the following definitions are provided for materials and services:

Materials: Materials are those items that are tax exempt and are physically incorporated into the facility constructed for the City. Materials include, but are not limited to, purchased items such as the filters, pumps, valves, pipe, fittings, concrete, asphalt, road-base and sub-base, electrical equipment, building components, etc.

Services: Services are those items that are not tax exempt and are items used by Contractor but that are not physically incorporated into the City's facility and/or are items which are consumed by construction. Services include, but are not limited to items, such as supplies, tools, concrete form, scaffolding, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

32. Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or

asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from defects in the Work. Such obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

33. Default by the City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of thirty (30) days after the date on which such payment became due pursuant to the provisions hereof, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor, bring a suit at law against the City for recovery of sums due Contractor, and/or discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest at the rate set by the Texas Prompt Payment Act, Texas Government Code Chapter 2251. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

34. Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

- a. breach by Contractor of any warranty or representation contained in the Contract Documents, as may be amended by Change Order, or the failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for thirty (30) days following written notice thereof from the City to Contractor, except that if the nature of the particular failure on the part of Contractor is such that, by its nature, requires more than thirty (30) days to cure, the City shall allow such reasonable amount of time, not to exceed six (6) months to cure;
- b. insolvency of Contractor;
- c. appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;
- d. admission by Contractor in writing of its inability to pay its debts generally as they become due;
- e. execution by Contractor of an assignment for the benefit of its creditors;
- f. filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to the City herein or in any other documents executed in connection herewith;
- g. failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable; or
- h. failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismissed, for a period of thirty (30) days after the commencement thereof.

35. The City's Remedies. Without limitation of the right of the City to all remedies available to the

City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, i) may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder; or ii) may terminate this Agreement and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the maximum rate of interest allowed by applicable federal or state law. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

36. Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

37. Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to make Contractor the agent, servant or employee of the City, or create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

38. Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received if hand delivered, when delivered in person, or if properly addressed and placed in the United States certified mail, return receipt requested, when receipt is acknowledged on the return receipt, by the following representative at the following address:

City of Bryan
Attn: Darrell Lovelette
Director of Parks and Recreation
1309 E. Martin Luther King
Bryan, Texas 77803

Sunbelt Pools, Inc.
Attn: Rob Morgan
President
10555 Plano Road
Dallas, Texas 75238

39. Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder, except with respect to subcontractors approved by the City. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void.

40. Time of the Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed in the Contract Documents, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

41. Applicable Law; Venue. This Agreement is to be governed and construed under the laws of the

State of Texas and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in Brazos County, Texas. Venue for any lawsuit arising out of the Contract Documents, or the Work performed thereunder, shall be in any court having jurisdiction in Brazos County, Texas.

42. Entire Agreement. The Contract Documents constitute the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

43. Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

44. Singular and Plural; Gender. When applicable, words in the singular shall mean the plural, the masculine gender shall include the neuter and the feminine, "any" shall include "all", and vice versa.

45. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

46. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

47. Construction. The parties hereto are each represented by counsel and have had an opportunity to review and revise this Agreement. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted. The term "days" as used herein means calendar days unless specified otherwise. The term "business days" means Monday through Friday, excluding holidays where the City is closed.

48. Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

49. Recitals and Exhibits. The Recitals stated herein and the Exhibits attached hereto are incorporated into the body of this Agreement by reference for all purposes.

Executed to be effective as of the date executed by all parties, as above written.

CITY OF BRYAN

SUNBELT POOLS, INC.

Jason P. Bienski, Mayor



Rob Morgan, President

ATTEST

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM

Janis K. Hampton, City Attorney

EXHIBIT A
CITY OF BRYAN REQUEST
FOR QUALIFICATIONS NO. 15-031

REQUEST FOR QUALIFICATIONS

Design – Build Services for Design and Construction of Sadie Thomas Pool



Request for Qualifications # 15-031
DUE DATE: March 4, 2015
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://tlo2.tlc.state.tx.us/statutes/lg.toc.htm> . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

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GENERAL INFORMATION

Background – City

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1871. The original square-mile town site now consists of more than 43.4 square miles. Based upon the most recent population estimates, Bryan has a population of 82,014. The community also is home to Texas A & M University and Blinn College, which when combined, includes over 60,000 college students.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

Background – Sadie Thomas Pool (129 Moss Street)

Sadie Thomas Pool, in service from 1957 until 2008, is a small trapezoidal cast-in-place concrete painted shell. The shell is damaged with numerous cracks, failed joints, concrete chipping, and grade separation. The shell is painted but the painting has long since failed. The pool has an exterior, open topped, gravity sand filter which is non-functional. The pool was closed after 2008 due to high maintenance costs and virtually no attendance. Fencing around the pool is damaged and unauthorized access into the pool yard is possible although there is little damage vandals could do to the pool.

Electrical systems are inadequate and outdated. The admissions/bath house building is a “dog trot” style with an open breezeway, when the gates are opened, separating the men’s and women’s restrooms, showers and changing rooms. The building is brick veneer/concrete masonry with wood roof framing and an architectural metal roof. The hallways leading from the breezeway into each restroom are too narrow to meet Texas Accessibility Standards (TAS) for wheelchair maneuvering. The toilet stalls, showers, lavatories, counters, water fountains, and benches also would fail TAS requirements. Pool plumbing, drains, returns, and pumps are undersized for modern turnover rates and safety. Decks are in bad shape with elevation off-sets and trip hazards as well as cracks and other failures. There are few things in the pool or buildings which could be considered salvageable. The deck lighting poles are serviceable and might be transferred to another pool or playground. Therefore, the pool, building and related amenities need to be demolished.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

INTENT AND SCOPE OF WORK

City of Bryan, Texas (“City”) is seeking a Design / Build firm (the “D/B”) to perform typical and complete design / build services in conjunction with the design and construction of one (1) municipal leisure swimming pool, bathhouse, and related amenities project working with the City staff and any appropriate consultants.

The projects consist of a replacement municipal pool for the existing pool, which is approximately 2,930 square feet (surface area) and holds approximately 121,000 gallons of water. The project should include a fully operational new pool and amenities such as, but not limited to, a bathhouse, decking, lifeguard station, filter room, chemical room, landscaping, etc.

In seeking a D/B, the City is looking for a qualified general contractor, with prior experience in the design and construction of in-ground municipal swimming pools with turn-key design and construction budgets, with a not to exceed combined amount total of \$950,000. **Swimming pools, including municipal pools and related amenities, shall be the only business in which the Respondent is engaged.**

The D/B will need to work with the City staff during their design phase, prior to construction, to develop their conceptual design, to develop their Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the \$950,000 budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project.

The D/B will propose a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the Construction Budget, after or during completion of the preconstruction services. If the City exercises their option, the D/B will serve as general contractor for the Project during the construction phase.

The Architect or Engineer (A/E) member of the D/B firm will prepare construction documents for the Project and have full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).

The City desires that Respondents address the following criteria:

- 1) Demonstrated capability, as a company, to perform the Design / Build services based upon successfully completed similar projects without legal, technical or safety problems.
- 2) Capability to provide the resources, including financial, equipment and staffing, necessary to meet Project requirements.
- 3) Recent experience with project cost estimates and project schedule adherence with proposed Project schedule.
- 4) Past performance on similar projects with this or other local municipality on construction of publicly funded projects.
- 5) Qualifications and experience of the team members proposed to manage the project for Respondent as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in and assigned to this project shall be submitted with their role clearly indicated.
- 6) Knowledge of current construction methodologies and technology, including warranty item management, alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use in this project.
- 7) Quality of references from past customers of Respondent.
- 8) Timeline for the design of the municipal leisure swimming pool, bathhouse, and related amenities.
- 9) Timeline for the construction of the municipal leisure swimming pool, bathhouse and related amenities.
- 10) Client references for local subcontractors available for the Project with experience in the design-build project delivery system.
- 11) Client references for local subcontractors available for the Project who have constructed in-ground municipal swimming pool facilities.

Scope of Work:

A. Project Scope, Schedule: Information about scope and schedule follows:

- 1) **Scope of Work:** The scope of services is to provide a municipal leisure pool, bathhouse and related amenities that will be designed especially for families but will also attract residents of all ages. Minimally, it needs to be equal to or greater in size and play value than the current pool in Sadie Thomas Park. The following are work tasks assumed necessary to complete this project.
 - Meet with City staff, and the City's representatives, to review the scope of the projects, establish design standards and become familiar with any concerns.
 - Provide a pool design that could include elements such as zero-depth entry, spray fountains, shade structures, pool deck, dump buckets, and and similar features. The design also needs to include areas deep enough for recreational and lap swimming.
 - Include in the design a building or buildings to house filters, pumps, chemical disinfection system and chemicals.
 - Include in the design landscaping, irrigation, and other amenities, especially if required by City Code.
 - Include in the available funds the demolition of the old pool, buildings, pool deck and related structures. D/B will be required to strip the topsoil off the area where construction of the new facility will be located. The excavation of material, upon approval by the City, can be disposed of in the hole created by the demolition of the old pool. D/B will be responsible for restoring the old site to grade by the use of approved material and the topsoil that was stripped for construction. (City will reserve the right to eliminate the demolition by the D/B and either perform the tasks or hire another firm.)
 - Will follow all applicable codes which include but is not limited to the following:
 - 1) National Electrical Code, especially article 680.
 - 2) Swimming Pool and Spa Act of 2007 (also known as the Virginia Graeme Baker Act) concerning entrapment hazards and the accompanying ASME A112.19.8-2008 standards.
 - 3) Texas Department of State Health Services Title 25, Part 1, Chapter 265 Rules for the Design and Construction of Public Bathing Facilities
 - 4) Texas Department of State Health Services Title 25, Part 1, Chapter 265 Subchapter M, Public Interactive Water Features and Fountains.
 - 5) International Code Council, Building Code-Public Swimming Pools
 - 6) Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS)
 - 7) Occupational Safety and Health Act (OSHA) especially as it relates to chemical handling and storage.
 - In addition there are dozens of applicable American Society for Testing Materials (ASTM) and National Sanitation Foundation (NSF) standards which govern design, fabrication, in-

stallation and operations of swimming pool equipment.

- 2) Following selection, the D/B firm's engineers or architects shall develop designs, submitting all design elements for review and determination of scope and code compliance to the City before construction.
- 3) An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.
- 4) The D/B will work with the City, prior to construction, to ensure the feasibility and constructability of their designs, and that the cost of construction of the Projects is within the estimated Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.
- 5) The D/B shall obtain all required permits and contractor's licenses. The City of Bryan permit fees shall be waived. The City will provide necessary water and sewer taps, and the City will provide necessary electric service to the property(ies). The D/B shall identify water, sewer, electric, and other infrastructure needs during the design phase.
- 6) The D/B will serve as General Contractor to complete all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may consist of **one or more** of the following areas of work or building components: site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; paving, rough and finish grading, topsoil and seeding; fencing and gates, concrete foundations, concrete slab-on-grade, concrete masonry (CMU) interior walls, cast stone lintels, limestone and plaster exterior veneer, concrete floor topping, masonry, metal roof deck, metal wall and roof panels, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp-proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen roofing; other roofing, wood doors, metal doors and frames, aluminum doors and frames, glass and glazing, finish architectural hardware, acoustical ceilings, resilient flooring and base, carpeting, tile or wood flooring, metal studs and support systems, gypsum drywall, painting, interior and exterior signage; metal louvers and miscellaneous specialties; furnishings and appliances; equipment and specialty equipment; sound enhancement systems; fire protection; lightning protection; audio/visual; security and telecommunications systems; and mechanical, plumbing / electrical systems, and any other Contract Documents requirements. Materials used shall be of high quality, low maintenance, designated for durability, and tamper/vandal resistance.
- 7) The Contractor shall provide, at a minimum, a two (2) year warranty on all materials and construction or manufacturer's warranty, whichever is longer.
- 8) The work does not include inspection services, and the materials testing services necessary for City's acceptance of the Project(s), which will be performed under a separate contract with an independent provider engaged directly by the City.
- 9) The D/B shall supply a signed and sealed set of "As-Built" construction documents, specifications and operations and maintenance manuals for the projects at the conclusion of construction in both hard copy and electronic format. Drawings shall be provided in both "dwg" and "pdf" formats.

- B. Design Work: The proposed site location is within Sadie Thomas Park at 129 Moss Street. A location map is attached as Exhibit A at the end of this document. This document is included for informational purposes only and no warrantee or guarantee is implied or expressed by the City.
- C. Schedule: Time is of the essence and the D/B shall provide proposed design and construction schedules with this submittal. These schedules may be adjusted as a result of negotiations on submittals or preconstruction services by the D/B. Ideally, the new pool and amenities are fully completed for the 2015 summer swim season.

STATEMENT OF QUALIFICATIONS SCHEDULE

The City of Bryan is seeking Statement of Qualifications (SOQ) from qualified Respondent(s) for Design/Build and Construction of one (1) municipal leisure swimming pool to be designed for and constructed in Sadie Thomas Park.

It is the intent of the City of Bryan to select a single Respondent to accomplish services outlined in this Request for Qualifications.

Sealed responses will be accepted until **2:00 p.m. on March 4, 2015**, and should be addressed to:

City of Bryan - Purchasing Department
Attn: Karen Sonley, Purchasing Supervisor
1309 E. Martin Luther King St.
Bryan, TX 77803
ksonley@bryantx.gov

You may upload one (1) electronic SOQ in the format prescribed herein on the City of Bryan website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD/Flash drive) of the SOQ must be returned in a sealed envelope bearing the RFQ name, RFQ number, and the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2:00 p.m. CST on March 4, 2015, and should be addressed to as described above.

A pre-SOQ conference is scheduled at **10:00 a.m., February 23, 2015**, at the City of Bryan Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas. All potential Respondents are strongly encouraged to attend.

In order to ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to this Request for Qualifications shall be addressed in writing via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>) or to the individual identified above. **The deadline for written questions and inquiries is February 25, 2015 @ 5:00 p.m.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Respondents contacting any other employee(s) or official(s) without prior written consent risk elimination of their SOQ from further consideration.

The RFQ is online at <http://www.brazosbid.cstx.gov> and may be downloaded by prospective bidders.

The City believes that the data contained in this RFQ is sufficient for the preparation of a response. Requests for additional information will be considered depending on the RFQ time frame and the availability of the requested information. Such information will be submitted to all known possible Respondents simultaneously.

Schedule of Important Dates

The tentative schedule for this Request for Qualifications is as follows:

Release and Distribute RFQ to possible Respondents	February 16, 2015
Pre-SOQ Conference	February 23, 2015 (10:00 a.m.)
Deadline for Questions and Inquiries	February 25, 2015 (5:00 p.m.)
SOQ Submission Deadline	March 4, 2015 (2:00 p.m.)
Contract Evaluations/Negotiations	March, 2015
Earliest Award by City Council	March 24, 2015

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN – Same as City.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Respondent to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

CITY – The government of the City of Bryan, Texas.

DESIGN/BUILD (D/B) – A “Design / Build Firm (D/B)” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the design, documentation, construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the City regarding all phases of the design and construction of the facility. Firms submitting Statements of Qualifications shall be referred to as “Respondents,” and in some instances referred to as “firm.” **Swimming pools, including municipal pools and related amenities, shall be the only business in which the Respondent is engaged.**

RESPONDENT – Organization offering a SOQ in response to this RFQ. Respondent also may be referred to as “firm.”

RFQ – Request for Qualifications.

SOQ – Statement of Qualification, which is a response to this RFQ

Statement of Qualification (SOQ)

The submitted SOQ(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the SOQ was dispatched will not be considered; the Respondent must ensure that the SOQ is actually delivered and received on time.

SOQs received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

SOQs cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Respondent guaranteeing authenticity. SOQs may not be withdrawn after the SOQ closing date and Respondent so agrees upon submittal of their SOQ.

The SOQs will be publicly acknowledged in the Purchasing Department's Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Respondents, their representative(s), and interested persons may be present. SOQs received will be publicly opened but not read aloud. SOQs shall remain valid for a period of one hundred and twenty days (120) days from the date and time of the SOQ submission deadline date, with the same terms, conditions and negotiated fee schedule.

The SOQ must be submitted as instructed in the SOQ Schedule on Page Eight (8). By submitting a SOQ, the Respondent certifies that they have fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Respondent's own risk, and they cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of the Respondent.

Any SOQ that does not contain all of the information requested in this RFQ will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statute is exempt from State Sales Tax and Federal Excise Tax, and the SOQ price shall not include taxes.

The Respondent shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Respondent(s) as they deem appropriate.

This Request for Qualifications does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a SOQ, or to procure or contract for services.

Reservations

The City of Bryan reserves the right to accept or reject any or all SOQs as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Qualifications if found in the best interest of the City of Bryan. All SOQs become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a SOQ may include but shall not be limited to the Respondent's current violation of any City ordinance, the Respondent's current inability to satisfactorily perform the work or service, or the Respondent's previous failure to properly and timely perform its obligations under a contract with the City. A Respondent may be disqualified and rejection of SOQs may be recommended for any (but not limited to) of the following causes: 1) Failure to use the SOQ forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the SOQ; 4) Evidence of collusion among Respondents; 5) Omission of uncertified personal or company check as a SOQ guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFQ forms. The City of Bryan reserves the right to waive any minor informality or irregularity.

The City reserves the right to retain all SOQs submitted and to use any idea in a SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Respondent of the terms and conditions contained in this request for SOQs, unless clearly and specifically noted in the SOQ submitted and confirmed in the contract between the City of Bryan and the selected Respondent.

The City of Bryan may conduct reference checks as needed to evaluate SOQs. The City may contact those listed, and inclusion of this listing in your SOQ is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Respondent.

Reimbursements

There is no expressed or implied obligation for the City of Bryan to reimburse responding Firms for any expenses incurred in preparing SOQs in response to this Request for Qualifications, and the City of Bryan will not reimburse Respondents for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

SOQs must be completed and submitted as required in this document. The Certification and Authorization form must be fully completed. Failure to submit the Certification and Authorization form within the sealed RFQ will result in the RFQ being rejected as non-responsive.

By submitting a RFQ, the Respondent certifies that they have fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Respondent's own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Respondent.

Communication

The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential Respondent. Only written and properly submitted SOQs will be considered.

Negotiations

During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from Respondent(s). At the discretion of the City, Respondent(s) reasonably susceptible of being selected based on criteria set forth in this RFQ, may be requested to make oral presentations. Each SOQ must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with the responsible Respondent who submits the SOQs that are reasonably susceptible of being selected. At the discretion of the City, Respondents reasonably susceptible of being selected based on criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Respondents will be ranked in order of preference and final contract negotiations will begin with the top ranked Respondent. Should negotiations with the highest ranked Respondent fail to yield a contract, or if the Respondent is unable to execute said contract, negotiations will be formally ended and then may commence with the second highest ranked Respondent, etc.

If an agreement can be reached, a formal written agreement, which will include insurance and bonding requirements, will be drafted and such requires consideration by the City of Bryan City Council. An agreement is not finalized until the City Council takes formal action at an appropriately posted public meeting to approve said agreement.

Disclosure

At the public opening, there will be no disclosure of contents to competing Respondents, and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information the Respondent(s) identifies as proprietary, all SOQs will be open for public inspection after the contract award.

If the SOQ Results in a Contract, the Following Terms and Conditions Will Apply:

Respondent(s) should be aware that the RFQ and the contents of the successful SOQ will become a part of any subsequent contractual document that may arise from this RFQ. In case of discrepancy between the RFQ and the Respondent's, the RFQ will rule.

The opportunity for City of Bryan to enter into contract with the successful Respondent(s) will remain open for a period of one hundred twenty (120) days from the date and time of the SOQ submission deadline date with the same terms, conditions and negotiated fee schedule.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or management to continue the contract with its present provisions and prices. This Contract is nontransferable by either party unless mutually agreed upon by both parties.

Payment(s) will be made in accordance with a negotiated fee schedule.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Respondent will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Respondents are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

The enclosed "Certification Authorization" form must be properly executed and provided with the sealed SOQ indicating the Respondent's willingness to execute a Contract if awarded the SOQ.

Addenda

In the event of a needed change in the published RFQ documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. **All published addenda shall be signed and included with your response package as acknowledgement of the addendum.** Respondents are responsible for obtaining all published addenda from the City of Bryan on-line bid system at <http://www.brazosbid.cstx.gov> or from the City of Bryan Purchasing office. The City assumes no responsibility for the Respondent's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the SOQ to be rejected. The City's decision to accept or reject any particular SOQ due to a failure to acknowledge and submit addenda shall be final.

SPECIAL PROVISIONS

Selection Process

A selection committee composed of Darrell Lovelette, Director of Parks and Recreation, and other identified persons shall review SOQs.

The selection shall be based on the responsible Respondent whose SOQ is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

It is the intent of the City of Bryan to select a single Respondent to accomplish services outlined in this Request for Qualifications.

Oral Presentations

After all SOQs have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and

recommendation for contract award. However, the City, may in its sole discretion, award a contract without presentations, based solely on information supplied in the SOQ responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

INSURANCE REQUIREMENTS

Insurance Requirements: The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be

purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

BUILDER'S RISK – Limit not less than 100% of the total projected construction value at completion of the project Contractor agrees to maintain Builder's Risk insurance providing coverage to protect the interests of the City, contractor, sub-contractors, including property in transit and property on or off-premises, which shall become a part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement required.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage.

Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
P O Box 1000
Bryan, TX 77805

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which SOQs must be submitted.

Responses to the following items will be used for SOQ evaluation. The SOQs that do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City of Bryan.

SOQ documents should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bryan. The requirements stated do not preclude Respondent(s) herein from furnishing additional reports, functions, and costs as deemed appropriate.

You may upload one (1) electronic SOQ in the format prescribed herein on the City of Bryan website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD/Flash drive) of the SOQ should be returned in a sealed envelope bearing the RFQ name, RFQ number, and name and address of the respondent **on the outside of the delivery package.**

To facilitate the review of the responses, Respondents shall follow the described SOQ format:

TAB A

Qualifications and Experience

1. Provide the D/B firm's organizational profile and minimally include the owner and officers associated with the firm(s).
2. Briefly introduce your firm(s) including experience in the design and construction of municipal swimming pools.
 - a. Describe the experience of the firm(s) in the last five (5) years in designing and constructing municipal swimming pools. Particular emphasis will be placed on Respondents that have successfully constructed municipal swimming pools in the last five (5) years.
3. If your firm(s) has design and/or built municipal swimming pools, provide a listing of those in Texas.
 - a. Include the following information:
 - i. Swimming pool size in square feet
 - ii. Total cost of the project
 - iii. Year the project was completed
 - iv. Type of pool and amenities
4. Identify projects in which your firm(s) is or may be involved with that could be designed and/or constructed at the same time as the proposed City of Bryan projects. If other projects are identified, explain whether your firm(s) has adequate and appropriate resources to timely complete multiple quality projects.
5. Address any legal issues or litigation-related issues that your firm(s) may be, or has been, involved in over the last five (5) years.
6. Identify if your firm(s) had any contracts terminated due to non-performance over the last five (5) years.
7. Provide a current financial statement certified by a certified public accountant.
8. Provide a proforma or business model to demonstrate the Respondent's ability and understanding of how to design and construct a municipal swimming pool.

TAB B

Costs

1. Provide a proposed cost to design one (1) municipal swimming pool, bathhouse and related amenities.
2. Construction costs will be negotiated during the design process.

3. The City has \$950,000 available for one (1) swimming pool, bathhouse and related amenities; this amount includes all cost inclusive of design and construction costs. Demolition of the existing pool and related amenities may be considered under a separate contract with a different firm. However, a cost estimate for this work is expected from the D/B.
4. Respondent shall incur no travel or related expenses chargeable to the City without prior written approval by an authorized City representative.

TAB C

Project Time-line

1. The SOQ must include a time-line that includes design, construction, and grand opening date.
2. The SOQ must provide chronological time-line and the estimated time required to complete the project.

TAB D

Design and Construction Specifics

1. The SOQ must include specific elements of the design phase:
 - a. Firm or firms involved
 - b. Individuals involved
 - c. City involvement
 - d. Community involvement
 - e. Municipal swimming pool elements including:
 - i. lighting, if night operations is recommended
 - ii. bathhouse
 - iii. filter house
 - iv. chemical room
 - v. play features
 - vi. decking
 - vii. access from the existing parking lot
 - viii. fencing
 - f. Construction methods
 - g. Design schedule and milestones
 - h. Elements possible for the design of the swimming pool
 - i. Other details the Respondent believes relevant to the review process
2. The SOQ must include specific elements of the construction phase:
 - a. Firm or firms involved
 - b. Construction project manager
 - c. Point of contact for the City of Bryan
 - d. Construction schedule and milestones
 - e. A minimum of a two (2) year warranty on all materials and construction or manufacturer's warranty, whichever is greater.
 - f. Other details the Respondent believes relevant to the review process

TAB E

References

Provide references from past municipal swimming pool customers, including the name of the agency, contact name, telephone, and email address.

TAB F

Certification and Authorization page, acknowledgement of any Addenda issued, and willingness to enter into a written agreement with the City. (Note: use the form attached as part of this document.)

For more information about scope specifics and possible information/details to include in a SOQ, refer to the "Intent and Scope of Work" on Page 3 of this document.

EVALUATION FACTORS

The City of Bryan will review all SOQs to determine compliance with the requirements as specified in the RFQ. Only SOQs which, in the opinion of the Selection Committee, meet the requirements of the RFQ will be further evaluated.

SOQs that pass the preliminary review may be evaluated on how well the SOQ meets the needs of the City of Bryan as described in the Respondent's response to each requirement listed in the RFQ. The Selection Committee may review all written SOQs that meet the minimum RFQ submittal requirements and may select what it deems to be the top two to four SOQs for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the SOQs.

Evaluation Factors

After receipt of SOQs, the City of Bryan will use the following criteria in the selection process (inclusive of design and construction):

- 25% Qualifications and Experience
- 10% Costs
- 25% Project Time-line
- 25% Design and Construction Specifics
- 15% References

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read RFQ # 15-031 and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this SOQ, that this SOQ has not been prepared in collusion with any other Respondent, and that the contents of this SOQ have not been communicated to any other Respondent prior to the official opening of this SOQ.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFQ # 15-031

EXHIBIT A

CITY OF BRYAN
SADIE THOMAS PARK - AERIAL

CITY OF BRYAN SADIE THOMAS PARK



1 inch = 300 feet

Legend

- ParksFile_For_CityParksLocationMap20150209
- FEMA Floodplain Current - Effective May 9, 2014**
 - FLOODWAY AREAS WITHIN ZONE AE
 - ZONE AE (1% annual chance of flood)
 - ZONE A (1% annual chance of flood)
 - ZONE X500 (0.2% annual chance of flood)
 - FEMA Creek Centerline - May 9 2014 Effective
- BCAD Parcels
- Bryan City Limits

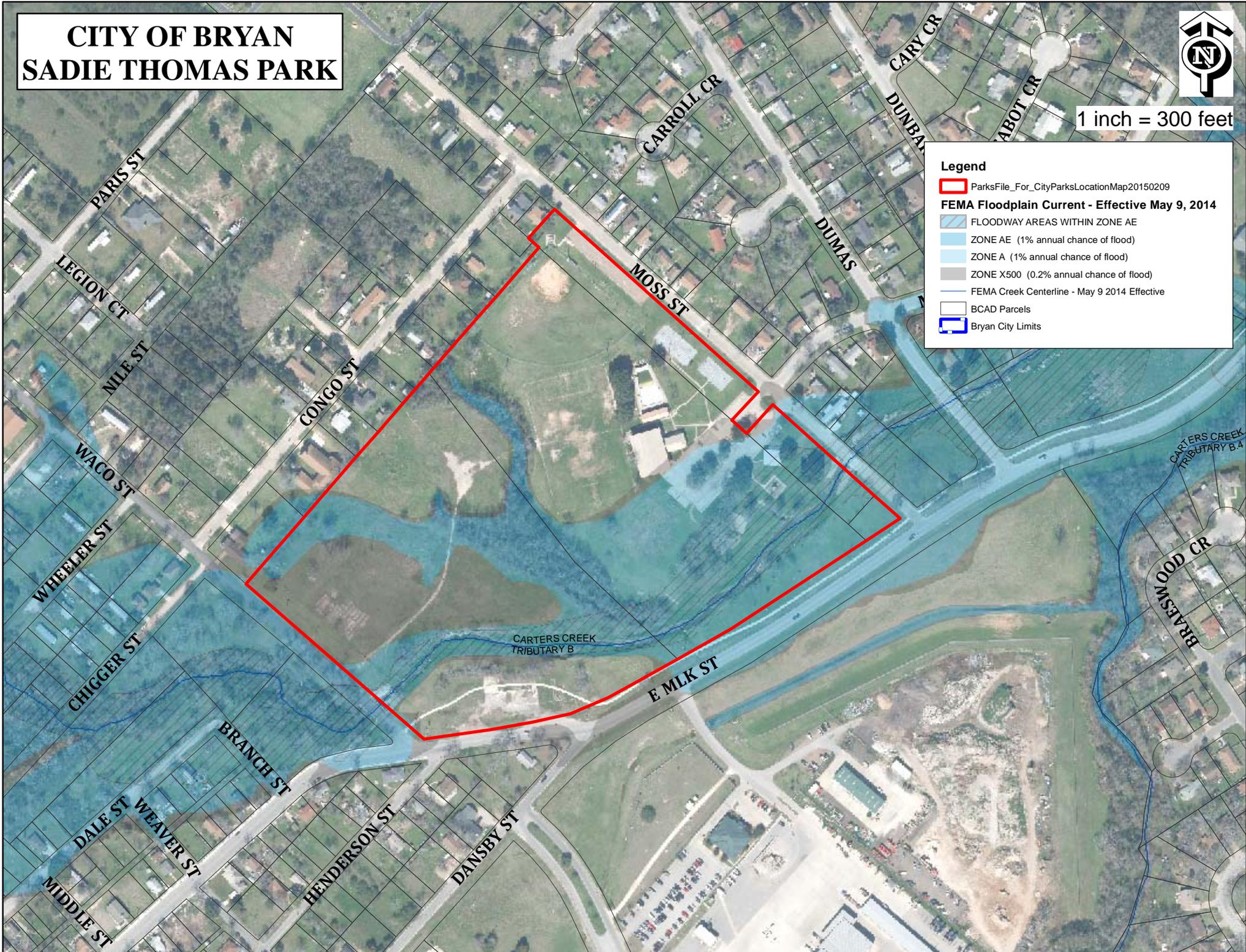


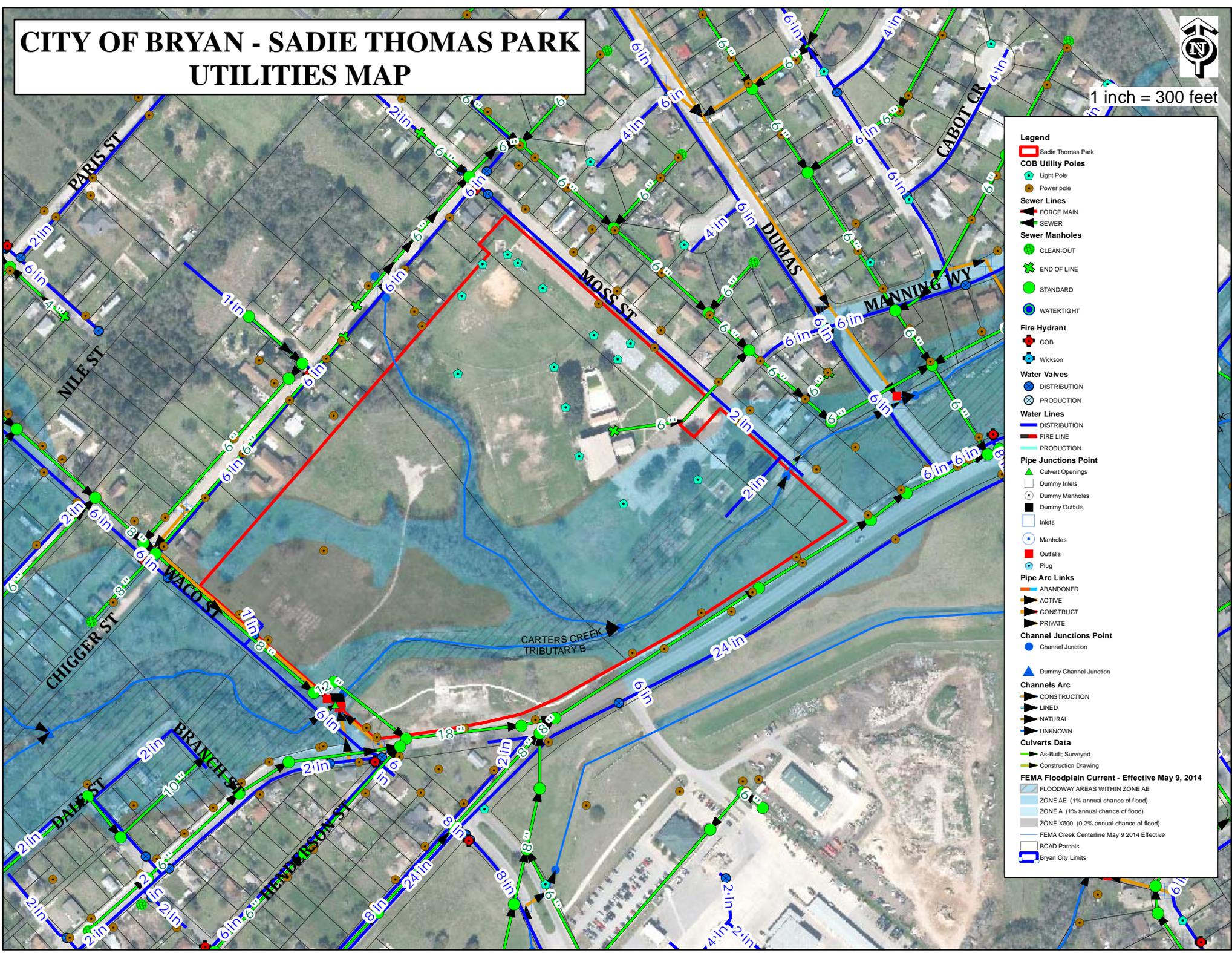
EXHIBIT B

CITY OF BRYAN
UTILITIES FOR SADIE THOMAS PARK

CITY OF BRYAN - SADIE THOMAS PARK UTILITIES MAP



1 inch = 300 feet



Legend

- ▭ Sadie Thomas Park
- COB Utility Poles**
 - ⬢ Light Pole
 - Power pole
- Sewer Lines**
 - ▶ FORCE MAIN
 - ▶ SEWER
- Sewer Manholes**
 - CLEAN-OUT
 - ✕ END OF LINE
 - STANDARD
 - WATERTIGHT
- Fire Hydrant**
 - + COB
 - + Wickson
- Water Valves**
 - ⊗ DISTRIBUTION
 - ⊗ PRODUCTION
- Water Lines**
 - DISTRIBUTION
 - FIRE LINE
 - PRODUCTION
- Pipe Junctions Point**
 - ▲ Culvert Openings
 - Dummy Inlets
 - Dummy Manholes
 - Dummy Outfalls
 - Inlets
 - Manholes
 - Outfalls
 - ⊕ Plug
- Pipe Arc Links**
 - ABANDONED
 - ▶ ACTIVE
 - ▶ CONSTRUCT
 - ▶ PRIVATE
- Channel Junctions Point**
 - Channel Junction
- Channels Arc**
 - ▶ CONSTRUCTION
 - ▶ LINED
 - ▶ NATURAL
 - ▶ UNKNOWN
- Culverts Data**
 - As-Built; Surveyed
 - Construction Drawing
- FEMA Floodplain Current - Effective May 9, 2014**
 - ▭ FLOODWAY AREAS WITHIN ZONE AE
 - ▭ ZONE AE (1% annual chance of flood)
 - ▭ ZONE A (1% annual chance of flood)
 - ▭ ZONE X500 (0.2% annual chance of flood)
 - ▭ FEMA Creek Centerline May 9 2014 Effective
- ▭ BCAD Parcels
- ▭ Bryan City Limits

EXHIBIT C

CITY OF BRYAN
EASEMENTS IN SADIE THOMAS PARK

CITY OF BRYAN - SADIE THOMAS PARK EASEMENTS MAP



1 inch = 300 feet

Legend

- Sadie Thomas Park
- Deeded Easements (Preliminary)**
- DRAINAGE
- ELEC
- PUE
- SEWER
- STREET
- WATER
- BCAD Parcels

FEMA Floodplain Current - Effective May 9, 2014

- FLOODWAY AREAS WITHIN ZONE AE
- ZONE AE (1% annual chance of flood)
- ZONE A (1% annual chance of flood)
- ZONE X500 (0.2% annual chance of flood)
- FEMA Creek Centerline - May 9 2014 Effective
- Bryan City Limits

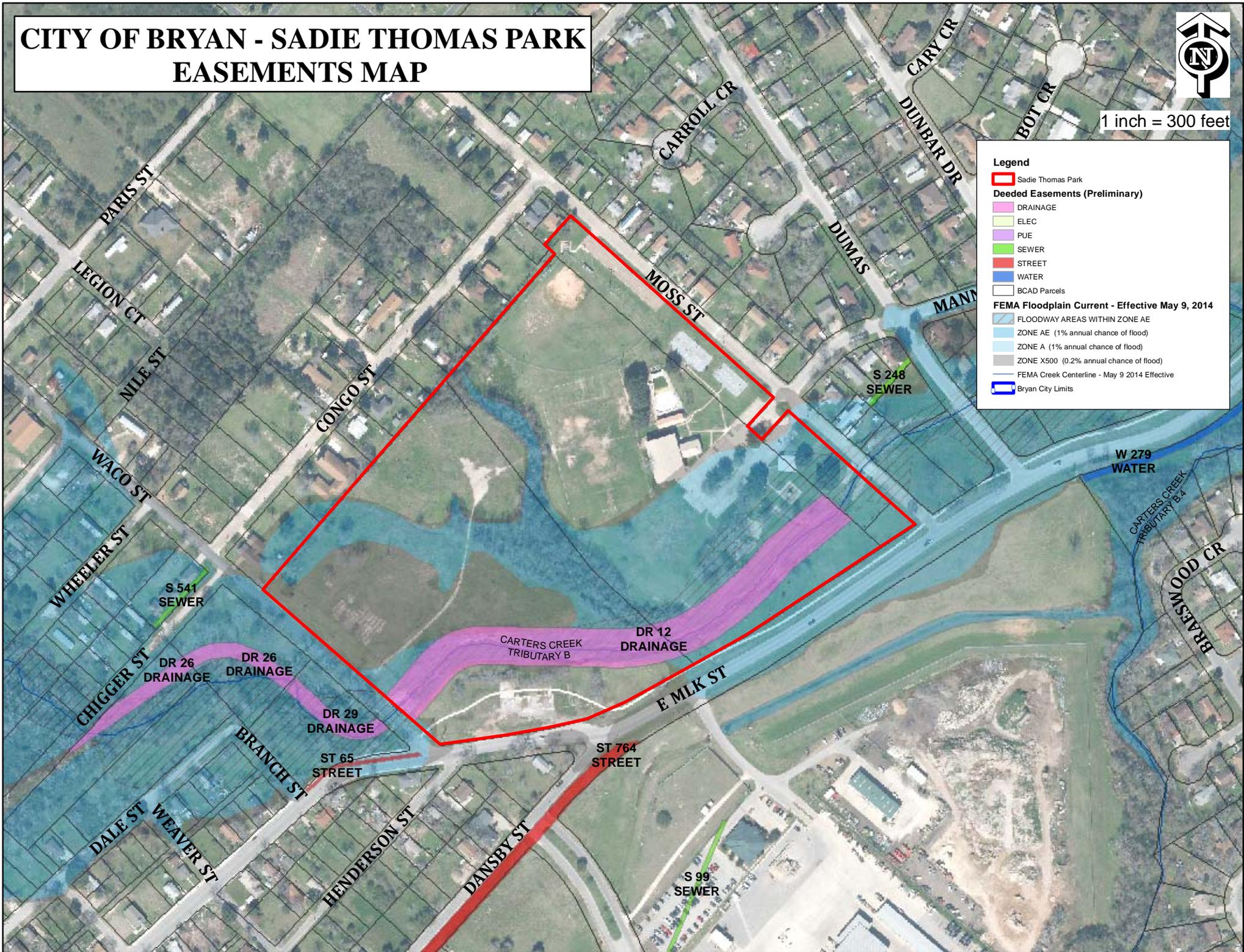


EXHIBIT D

CITY OF BRYAN POOLS - AERIAL

CITY OF BRYAN PUBLIC POOL LOCATIONS



1 inch = 2,000 feet

Legend

-  City of Bryan Pool Locations
-  City of Bryan Parks with Pools
- FEMA Floodplain Current - Effective May 9, 2014**
 -  FLOODWAY AREAS WITHIN ZONE AE
 -  ZONE AE (1% annual chance of flood)
 -  ZONE A (1% annual chance of flood)
 -  ZONE X500 (0.2% annual chance of flood)
 -  FEMA Creek Centerline - May 9 2014 Effective
 -  STREETS
 -  Bryan City Limits

Sadie Thomas Pool

Sue Haswell
Memorial Park Pool

Henderson Park Pool

Bryan Aquatic
Center Pool

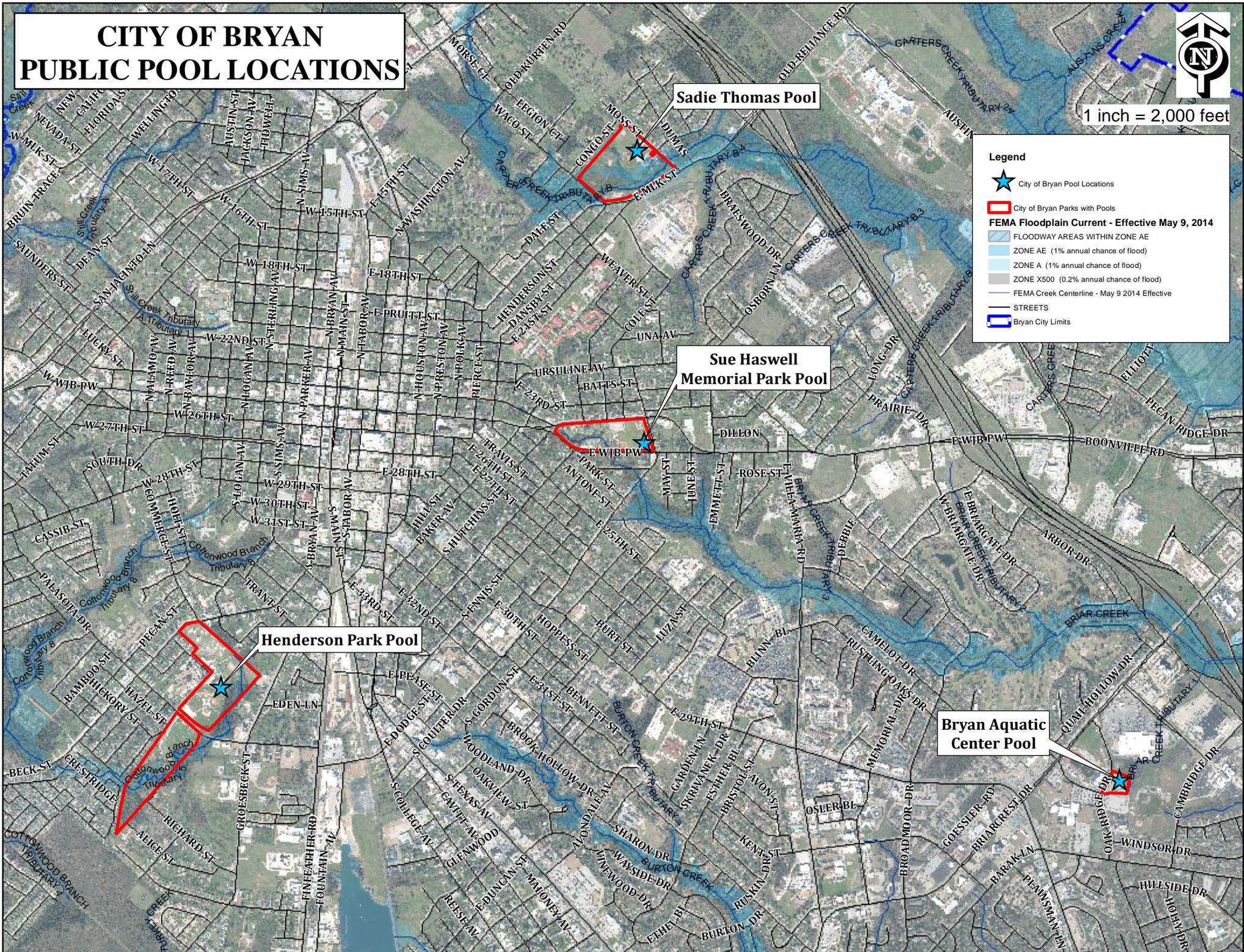


EXHIBIT B
SUNBELT POOLS, INC.
STATEMENT OF QUALIFICATIONS



SUNBELT POOLS

CITY OF BRYAN

SADIE THOMAS POOL

QUALIFICATIONS

TAB A



Why Sunbelt Pools?

- Sunbelt is a pool specialty company with deep roots
- Sunbelt has extensive experience in major commercial projects and has completed projects with every major national and regional aquatic design firm
- Sunbelt is a complete company with backup at all positions and substantial in house capability so that we do not have to rely on subcontractors
- Sunbelt has experienced, involved principals who run the company and manage major projects.
- Sunbelt has experienced job superintendents – and we have backup superintendents.
- Sunbelt has job foreman with extensive experience and expertise
- Sunbelt has an unbeatable record of customer satisfaction
- Sunbelt has an unblemished record of on time completion – even in the most difficult situations.

Sunbelt is a company with deep roots

Sunbelt Pools has been in business for 35 years. Our history has included all aspects of swimming pool construction and service. We service the projects that we build quickly and with skilled tradesmen.



Sunbelt is a complete company with full backup.

Many companies in the pool industry rely on the expertise of one individual. If something were to happen to that individual, or if other projects required his attention, your project could suffer. Sunbelt has a complete staff with multiple trained and competent people at every position. The loss of any one person would not defeat a project. In addition, we have a staff of over 90 people including our own complete construction and installation crews. We can self perform almost every task in a commercial project and have multiple competent people to draw from.

10555 PLANO ROAD DALLAS, TEXAS 75238-1305 214 343.1133

817 649.8794 1 800 548.9115 FAX 214 343.1201

www.sunbeltpools.com robm@sunbeltpools.com



Sunbelt has experienced and involved ownership.

Sunbelt is owned and operated by Rob Morgan and Jon Collins. Both are hands on and experienced professionals with 30 or more years of experience. Major projects are co managed by Rob and Jon with each lending his own specialized expertise to certain areas of the project. Both remain involved in the whole project so that there is never a lack of continuity. Both Rob and Jon are involved and recognized in the industry as two of the most experienced and knowledgeable professionals on pool construction, equipment, codes, and operation.

Sunbelt has experienced job superintendents.

Unlike many companies with a single superintendent or with superintendents with little pool experience, Sunbelt has 7 veteran project superintendents. Two of our superintendents have 15 or more years of experience. This allows us to effectively manage multiple projects at once and to always have back up help so that a project is never left without day to day leadership.

Sunbelt has experienced job foreman.

Sunbelt has been blessed with little turnover in our construction staff. As a result, we have job foremen that average well over 15 years of experience. Our foremen and construction workers have specific areas of expertise, but all are cross trained in all facets of pool construction. Our projects always have an experienced leader in the trenches keeping the project on time and with utmost quality.

Sunbelt has extensive experience in similar projects.

Sunbelt has completed similar projects for multiple customers. We have also completed projects for all of the major national and regional aquatic consultants. We are familiar both with the details of the project and with the desires of the consultants – experience that will help make the pool portion of the project as smooth as possible.

Sunbelt believes in customer satisfaction and our record proves it.

Sunbelt has customers throughout the State of Texas and neighboring states. We believe in doing an excellent job and working with our customers as partners. As a result, we have friends at every project we have completed. We encourage contacting any customer we have ever worked with – we know that you will find customers who see Sunbelt as their first choice. We take an attitude of working together for a common goal, never a contentious or confrontational style.

Sunbelt has an unblemished record of on time completion.

Construction is all about problem solving and finding solutions. We take that attitude toward projects and as a result, have never failed to finish a project on time. Weather, difficult situations, and problems are always present, but we look for solutions. We have taken projects with short completion dates, lost months due to bad weather and other delays, but have never been the cause of a late completion. Our objective is always on time completion with no compromise to quality.

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SUNBELT POOLS, INC.

REVIEWED FINANCIAL STATEMENTS

DECEMBER 31, 2013 and 2012

Sunbelt Pools, Inc.
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December 31, 2013 and 2012

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SALMON SIMS THOMAS

Accountants and Consultants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors

Sunbelt Pools, Inc.
Dallas, Texas

We have reviewed the accompanying balance sheets of Sunbelt Pools, Inc. (a Texas corporation) as of December 31, 2013 and 2012, and the related statements of income and retained earnings and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Salmon Sims Thomas & Associates
A Professional Limited Liability Company

April 10, 2014

Sunbelt Pools, Inc.
Balance Sheets
December 31, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Current assets		
Cash and equivalents	\$ 873,776	\$ 243,318
Investments	102,922	102,922
Contracts and accounts receivable	2,267,734	3,266,573
Inventories	1,021,001	898,288
Job costs and profits in excess of billings	522,557	554,630
Prepaid expenses	70,512	17,453
Other receivables	6,200	4,200
Total Current Assets	<u>4,864,702</u>	<u>5,087,384</u>
Fixed assets, net	323,497	210,080
Investment in purchasing cooperative	<u>330,330</u>	<u>330,330</u>
TOTAL ASSETS	<u><u>\$ 5,518,529</u></u>	<u><u>\$ 5,627,794</u></u>

The accompanying notes are an integral part of these financial statements.

Sunbelt Pools, Inc.
Balance Sheets (Continued)
December 31, 2013 and 2012

LIABILITIES AND STOCKHOLDERS' EQUITY

	2013	2012
Current liabilities		
Accounts payable and accrued expenses	\$ 716,881	\$ 740,506
Customer deposits and prepayments	14,405	9,522
Billings in excess of job costs and profits	-	386,948
State income taxes payable	8,738	13,533
Current portions of long-term debt	7,606	13,256
Total current liabilities	747,630	1,163,765
Long-term debt		
Term note - vehicles and equipment	7,606	13,256
Long term notes payable - related parties	329,043	352,310
less: current portions due	(7,606)	(13,256)
Total Long Term Debt	329,043	352,310
TOTAL LIABILITIES	1,076,673	1,516,075
Stockholder loans		
(considered as subordinated to line of credit)	1,074,090	1,389,124
Stockholders' Equity		
Common stock (8,000 shares, no par value)	851,200	851,200
Retained earnings	2,528,566	1,883,395
less treasury stock (2,000 shares at cost)	(12,000)	(12,000)
Total stockholders' equity	3,367,766	2,722,595
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 5,518,529	\$ 5,627,794

The accompanying notes are an integral part of these financial statements.

Sunbelt Pools, Inc.
Statements of Income and Retained Earnings
For the Years Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Revenues		
Pool construction/remodel	\$ 15,675,869	\$ 13,261,966
Product sales	2,322,919	2,569,971
Repairs and service	3,911,178	3,057,131
Total revenue	<u>21,909,966</u>	<u>18,889,068</u>
Cost of revenues		
Construction	14,228,333	11,085,813
Product sales	1,908,400	2,589,311
Repairs and services	250,923	244,493
Total cost of revenues	<u>16,387,656</u>	<u>13,919,617</u>
General and administrative expenses	<u>4,483,554</u>	<u>4,004,120</u>
Net Operating profit	<u>1,038,756</u>	<u>965,331</u>
Other income (expense)		
Interest expense	(109,868)	(129,641)
Other income	6,000	13,500
Depreciation	(80,979)	(75,053)
Net other income (expense)	<u>(184,847)</u>	<u>(191,194)</u>
Net income before taxes	853,909	774,137
State Income tax expense	<u>(8,738)</u>	<u>(13,533)</u>
Net Income	845,171	760,604
Retained earnings, beginning of year	1,883,395	1,122,791
Shareholder distributions	<u>(200,000)</u>	<u>-</u>
Retained earnings, end of year	<u>\$ 2,528,566</u>	<u>\$ 1,883,395</u>

The accompanying notes are an integral part of these financial statements.

Sunbelt Pools, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Operating Activities		
Net income for year	845,171	\$ 760,604
Adjustments to reconcile net income to cash flows from operating activities:		
Depreciation and amortization	80,979	75,053
Changes in current assets		
Receivables, net of credits and prepayments	1,003,722	(976,305)
Other receivables	(2,000)	3,225
Underbillings	32,073	(438,874)
Overbillings	(386,948)	369,149
Inventory	(103,386)	(200,587)
Prepaid expenses	(53,059)	11,712
Incomes taxes payable/prepaid	(4,795)	8,342
Accounts payable and accrued expenses	(23,625)	418,904
Cash flows provided (used) by operating activities	<u>1,388,132</u>	<u>31,223</u>
Investing Activities		
Purchase of fixed assets	(194,356)	(108,431)
Cash flows used by investing activities	<u>(194,356)</u>	<u>(108,431)</u>
Financing Activities		
Net increase (decrease) in bank credit line borrowing	-	-
Repayment of equipment notes	(5,650)	(42,272)
Net changes in related party notes payable	(23,267)	(80,747)
Net change in loans from stockholders	(315,034)	(57,608)
Distributions to stockholders	(200,000)	-
Cash flows provided (used) by financing activities	<u>(543,951)</u>	<u>(180,627)</u>
Net Increase in Cash	649,825	(257,835)
Cash Balance, beginning of year	<u>223,951</u>	<u>481,786</u>
Cash Balance, end of year	<u>\$ 873,776</u>	<u>\$ 223,951</u>
Supplemental Cash Flow Information		
Interest paid	\$ 96,803	\$ 61,895
State income taxes paid	\$ 13,533	\$ 5,191

The accompanying notes are an integral part of these financial statements.

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Sunbelt Pools, Inc. (the "Company") provides construction, remodeling, renovation, and repairs of swimming pools and related systems for the commercial and custom residential markets. In addition, it provides full service supply and maintenance for commercial and municipal swimming pools.

The Company is the result of a merger in 1998 of Olympic Pools (founded in 1977), a swimming pool cleaning and repair service, and Sunbelt Pools, Inc. (founded in 1986 and f/k/a Texas Pool Supply), a supplier of pool chemicals, parts, and equipment primarily to the apartment industry, both located in Dallas, Texas. The Company's operations and 85 employees are based in a 30,000 sq. ft. facility located at 10555 Plano Road, Dallas, Texas.

Basis of Accounting and Consolidation

These financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States.

In December, 2005, the Company formed Sunbelt Pools Commercial Construction, Inc. ("SPCC", a Texas corporation) which is a wholly-owned subsidiary to facilitate certain contemplated future projects in other states. During 2011, SPCC was merged into the Company in a tax-free merger. All significant intercompany balances and transactions have been eliminated in these consolidated financial statements.

Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts receivable

Accounts receivable consist of receivables from customers for credit extended in the normal course of business. Periodic reviews are made by Company management of the collectability of such receivables, and receivables deemed to be uncollectible are written off when so identified.

Inventories

Inventories are recorded at the lower of cost or market, using the first-in, first-out (FIFO) method. Periodic reviews are made for obsolete inventories, which are written down to net realizable value.

Depreciation and Amortization

Vehicles, equipment, furniture, and fixtures are recorded at acquisition cost and are depreciated using statutory tax or straight line methods that management believes approximates the estimated useful lives of the various assets. Leasehold improvements are amortized over the life of the premises lease.

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Revenue from pool construction and remodeling projects with contract totals greater than \$25,000 are recognized using the percentage of completion method, using management's judgmental estimate of percentage completion based on labor, material, and allocated job overhead costs incurred to date to estimated total costs for each contract. This method is used because management considers such costs to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Revenue from pool construction and remodeling projects with contract totals less than \$25,000 is recognized as billed to the customer. Such billings are based on project managers' estimates of the percentage of completion of the entire project at date of billing, and are considered to be the best available measure of revenue to be recognized for such jobs, approximating the percentage of completion method.

The costs of jobs in process include all direct material and labor costs and allocated indirect costs incurred to date for each project. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted jobs are made in the period in which the revisions are determined. The costs of jobs in process are charged to earnings as incurred.

Revenue from product sales, repairs, and service are reflected as sales in the period of delivery or performance.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

NOTE 2: CONTRACTS RECEIVABLE

Contracts receivable consist of the following at December 31st:

	<u>2013</u>	<u>2012</u>
Contract billings	\$ 2,267,734	\$ 3,266,574
Retainage included in billings	<u>350,050</u>	<u>377,997</u>
	<u>\$ 1,917,684</u>	<u>\$ 2,888,577</u>

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 3: CONTRACTS IN PROGRESS

Contracts in progress consist of the following at December 31st:

	2013	2012
Costs incurred on uncompleted contracts	\$ 1,250,927	\$ 3,590,072
Estimated earnings	1,745,013	2,146,743
	2,995,940	5,736,815
Less billings to date	2,473,393	5,619,331
	\$ 522,547	\$ 117,484

Included under the accompanying balance sheets under the following captions:

Job costs and profits in excess of billings	\$ 522,557	\$ 554,630
Billings in excess of job costs and profits	-	(437,146)
	\$ 522,557	\$ 117,484

NOTE 4: FIXED ASSETS

Fixed assets consisted of the following at December 31:

	<u>Depreciable Life</u>	<u>2013</u>	<u>2012</u>
Vehicles	3-5 years	\$ 624,653	\$ 585,448
Computers and office equipment	5	90,943	90,943
Leasehold improvements	3	37,298	37,298
		752,894	713,689
Less accumulated depreciation and amortization		(429,397)	(503,609)
		\$ 323,497	\$ 210,080

NOTE 5: OTHER ASSETS

Investment in cooperative

The Company is a member of a buying cooperative that provides for purchases from various suppliers at favorable prices and terms. A management surcharge fee is incurred on purchases made through the cooperative which is reflected in cost of sales, net of an annual credit for supplier and manufacturer rebates returned to the Company in prior years in the form of shares in the cooperative, which are reflected as an asset at the stated cost of the shares.

During 2011, the Company invested in gold and silver coins at a total cost of \$102,922. At December 31, 2013 and 2012, this investment had a value of approximately \$80,030 and \$110,382, based on quoted market values.

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 6: LONG-TERM DEBT AND REVOLVING CREDIT

Term Notes Payable

The Company has acquired several vehicles with financing through the various manufacturers or dealers. Such term notes require monthly payments of principal and interest (at 3.9% to 7.147%) aggregating \$817 at December 31, 2013, with maturities of principal as follows: year ended December 31, 2013 – \$7,606.

Line of Credit

The Company has a \$1,500,000 line of credit from a bank, bearing interest at prime, secured by receivables and inventory and personally guaranteed by the two stockholders of the corporation. The credit agreement covenant provides for maintenance of certain financial ratios by the Company. In March, 2014, this credit line was renewed under the same terms to expire in March, 2015.

Notes Payable to Related Parties

The Company's two stockholders, who are also officers of the company, have periodically directly or indirectly advanced funds to the Company. Such loans bear interest at rates from prime to 8%, payable at future dates to be determined. Interest is paid on various schedules or added to the principal balance. While such stockholder loans have not been formally subordinated to other financial debt, the stockholders have indicated that they do not have any intention to cause the loans to be repaid in less than one year, and thus such loans have been classified as long term.

Interest expense on all debt consists of.

	<u>2013</u>	<u>2012</u>
Term notes, line of credit, and other unrelated parties	\$ 19,677	\$ 10,750
Stockholder and related party notes	<u>90,191</u>	<u>118,891</u>
	<u>\$ 109,868</u>	<u>\$ 129,641</u>

NOTE 7: INCOME TAXES

Effective as of January 1, 2009, the Company elected to be taxed for Federal purposes under Subchapter S of the Internal Revenue Code whereby the Company's results of operations will be taxed on the individual tax return of the Company's shareholders. There are limited circumstances in which some income may be taxed to the Company over the next ten years.

Management has concluded that any tax positions that would not meet the more-likely-than-not criterion of FASB ASC Topic 740-10, *Accounting for Income Taxes*, would be immaterial to the financial statements taken as a whole. Accordingly, the accompanying financial statements do not include any provision for uncertain tax positions, and no related interest or penalties have been recorded in the operating statement or accrued in the balance sheet. Federal and state tax returns of the entity are generally open to examination by the relevant taxing authorities for a period of three years from the date the returns are filed.

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 7: INCOME TAXES (CONTINUED)

Effective for corporate “privilege” periods commencing January 1, 2008, the Texas franchise tax was changed (and is now commonly referred to as the “Margin Tax”) to provide for a tax based on gross revenues less certain statutory deductions. Generally accepted accounting principles require that such a tax be treated as a state income tax and accrued in the time period on which it is based. The amounts for “privilege years” 2013 and 2012 (\$8,738 and \$13,533) were accrued at December 31, 2013 and 2012, respectively, and are payable by May 15th of the ensuing privilege year.

On the accompanying balance sheets, retained earnings include \$670,592, which was accumulated in years prior to the S Corporation election and would be taxed to the shareholders in the event of distribution.

NOTE 8: COMMITMENTS

The Company leases certain of its vehicles and warehouse equipment under various operating leases with a partnership owned by the Company’s two shareholders. Minimum monthly lease payments, including month to month leases, aggregated \$41,275 and \$33,125 at December 31, 2013 and 2012, respectively.

In addition, the Company leases its offices and warehouse from the same related party partnership. The premises lease provides for monthly payments of \$22,000, plus utilities, through October, 2020.

Future minimum payments under the above continuing leases are as follows:

	<u>Premises</u>	<u>Vehicles & Equipment</u>	<u>Total</u>
Year ended 12/31/14	264,000	183,300	447,300
12/31/15	264,000	128,100	392,100
12/31/16	264,000	42,350	306,350
12/31/17	264,000	-	264,000
12/31/18	264,000	-	264,000
Thereafter	484,000	-	484,000

Total vehicle and equipment lease expense was \$452,150 and \$364,214 for 2013 and 2012, respectively.

NOTE 9: EMPLOYEE HEALTH PLAN

The Company maintains a self-insured health plan for its employees, with "stop loss" protection provided through an independent health insurance provider who administers the plan. Under this plan, the maximum cost exposure per year is \$20,000 per covered participant and \$100,000 in the aggregate. Expense incurred under this plan was \$269,945 and \$195,288 in 2013 and 2012, respectively.

Sunbelt Pools, Inc.
Notes to Consolidated Financial Statements
December 31, 2013 and 2012

NOTE 10: SUBSEQUENT EVENTS

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 10, 2014, the date the financial statements were available to be issued.

SUNBELT POOLS, INC
 Completed Projects and Work in Progress - Projects > \$25,000
 December 31, 2013

	Total Contract			2012		2013		% Complete	Acutal Profit	Billed to Date	Earned to Date	Over (Under) Billed		
	Contract Revenue	Estimated Cost	Planned Gross Profit	Revenue Recognized	Cost Incurred	Revenue Recognized	Cost Incurred							
Completed Projects														
Omni Fort Worth	92,671	64,870	27,801	30%	64,612	23,766	28,059	10,505	100%	58,400	63%	92,671	92,671	-
Richwood Ammenity Center	877,646	614,352	263,294	30%	504,640	258,324	373,006	282,081	100%	337,241	38%	877,646	877,646	-
Fort Worth Marine Park	966,639	724,979	241,660	25%	333,000	202,646	633,639	499,853	100%	264,140	27%	966,639	966,639	-
Royal Oaks CC	1,043,897	730,728	313,169	30%	353,704	143,112	690,193	436,052	100%	464,733	45%	1,043,897	1,043,897	-
Grapevine Dove Park	1,172,611	879,458	293,153	25%	535,500	287,317	637,111	632,448	100%	252,846	22%	1,172,611	1,172,611	-
Hurst, 2013 Repairs	81,902	49,141	32,761	40%	-	-	81,902	43,363	100%	38,539	47%	81,902	81,902	-
Texas Woman's Univ	335,628	201,377	134,251	40%	-	52,268	335,628	135,845	100%	147,515	44%	335,628	335,628	-
Willowbrook Country Club	617,309	432,116	185,193	30%	87,000	11,651	530,309	342,091	100%	263,567	43%	617,309	617,309	-
Longview Race Pool	94,150	56,490	37,660	40%	-	-	94,150	42,490	100%	51,660	55%	94,150	94,150	-
Malouf	994,995	646,747	348,248	35%	969,014	373,080	25,981	78,553	100%	543,362	55%	994,995	994,995	-
Richardson Filters 2013	75,950	45,570	30,380	40%	-	-	75,950	45,110	100%	30,840	41%	75,950	75,950	-
Cooper Fitness Spa	77,720	50,518	27,202	35%	33,500	15,963	44,220	23,741	100%	38,016	49%	77,720	77,720	-
Mercy Health Edmond	1,033,162	774,872	258,291	25%	907,027	731,806	126,135	256,254	100%	45,102	4%	1,033,162	1,033,162	-
Dallas Spraygrounds	586,000	351,600	234,400	40%	-	-	586,000	275,572	100%	310,428	53%	586,000	586,000	-
Hawaiian Falls Waco Splash	96,335	48,168	48,168	50%	-	-	96,335	27,415	100%	68,920	72%	96,335	96,335	-
Keller Point Sprayground	294,229	205,960	88,269	30%	-	-	294,229	215,497	100%	78,732	27%	294,229	294,229	-
Richardson Heights	1,792,163	1,344,122	448,041	25%	208,000	115,962	1,584,163	1,193,396	100%	482,805	27%	1,792,163	1,792,163	-
Piney Shores	436,987	305,891	131,096	30%	-	-	436,987	216,240	100%	220,747	51%	436,987	436,987	-
Retreat Oxford	607,308	455,481	151,827	25%	-	-	607,308	452,687	100%	154,621	25%	607,308	607,308	-
Texas A&M Commerce	87,091	60,964	26,127	30%	-	-	87,091	32,664	100%	54,427	62%	87,091	87,091	-
Stonebrige Ranch	66,810	40,086	26,724	40%	-	-	66,810	27,278	100%	39,532	59%	66,810	66,810	-
Twin Creek Renovation	67,149	40,289	26,860	40%	-	-	67,149	36,442	100%	30,707	46%	67,149	67,149	-
Forney Sprayground	31,000	18,600	12,400	40%	-	-	31,000	15,526	100%	15,474	50%	31,000	31,000	-
Plano Tom M Reno	42,610	29,827	12,783	30%	-	-	42,610	24,706	100%	17,904	42%	42,610	42,610	-
West Oak Cliff CC	75,711	45,427	30,284	40%	-	-	75,711	32,168	100%	43,543	58%	75,711	75,711	-
Winstar Hotel	937,186	656,030	281,156	30%	-	3,022	937,186	764,819	100%	169,345	18%	937,186	937,186	-
Providence MOB	139,757	97,830	41,927	30%	-	-	139,757	78,630	100%	61,127	44%	139,757	139,757	-
Edmond Aquatic Ctr	3,055,809	2,444,647	611,162	20%	1,170,834	1,108,661	1,884,975	1,706,959	100%	240,188	8%	3,055,809	3,055,809	-
Holiday Springs	3,678,615	2,575,031	1,103,585	30%	340,000	202,333	3,338,615	2,750,354	100%	725,928	20%	3,678,615	3,678,615	-
San Angelo Central High	568,803	398,162	170,641	30%	-	-	568,803	268,847	100%	299,956	53%	568,803	568,803	-
UTA Replaster	88,828	53,297	35,531	40%	-	-	88,828	49,037	100%	39,791	45%	88,828	88,828	-
Longview Rec Pool	117,740	76,531	41,209	35%	-	-	117,740	58,517	100%	59,223	50%	117,740	117,740	-
Bella Vida	41,467	26,954	14,513	35%	-	-	41,467	12,087	100%	29,380	71%	41,467	41,467	-
University Park	73,446	47,740	25,706	35%	-	-	73,446	28,076	100%	45,370	62%	73,446	73,446	-
YMCA Joshua	549,000	384,300	164,700	30%	-	-	549,000	319,597	100%	229,403	42%	549,000	549,000	-
Good Shepherd Repl	42,500	25,500	17,000	40%	-	-	42,500	25,246	100%	17,254	41%	42,500	42,500	-
Coppell Replaster	65,136	42,338	22,798	35%	-	-	65,136	31,043	100%	34,093	52%	65,136	65,136	-
Total Completed	21,005,960	15,045,992	5,959,968		5,506,831	3,529,912	15,499,128	11,471,190		6,004,859	29%	21,005,960	21,005,960	

See Independent Accountants' Review Report

SUNBELT POOLS, INC

Completed Projects and Work in Progress - Projects > \$25,000

December 31, 2013

	Total Contract			2012		2013		% Complete	Acutal Profit	Billed to Date	Earned to Date	Over (Under) Billed		
	Contract Revenue	Estimated Cost	Planned Gross Profit	Revenue Recognized	Cost Incurred	Revenue Recognized	Cost Incurred							
Open Projects														
Berg	170,670	119,469	51,201	30%	103,149	60,160	38,594	23,030	95%	58,553	41%	141,743	162,137	(20,394)
Hill Country Resort	307,882	215,517	92,365	30%	-	-	274,000	193,021	90%	80,979	30%	274,000	277,094	(3,094)
Prairie View A&M	543,900	380,730	163,170	30%	-	-	117,250	110,147	35%	7,103	6%	117,250	192,758	(75,508)
Wachob	2,174,740	1,413,581	761,159	35%	-	-	930,000	562,718	50%	367,282	39%	930,000	1,096,069	(166,069)
Windsong	747,000	485,550	261,450	35%	-	-	308,400	106,694	50%	201,706	65%	308,400	376,787	(68,387)
Brookhollow	1,394,000	906,100	487,900	35%	-	-	702,000	231,531	60%	470,469	67%	702,000	841,976	(139,976)
Univ Central Arkansas	809,613	566,729	242,884	30%	-	-	-	-	0%	-	-	-	-	-
Norman Westside	49,000	34,300	14,700	30%	-	-	-	-	0%	-	-	-	-	-
Splashway 2014	164,000	114,800	49,200	30%	-	-	-	-	0%	-	-	-	-	-
Hawiaan Falls White	2,430,000	1,822,500	607,500	25%	-	-	-	-	0%	-	-	-	-	-
Hawiaan Falls Pflugerville	2,850,000	2,137,500	712,500	25%	-	-	-	-	0%	-	-	-	-	-
Love to Swim	386,837	270,786	116,051	30%	-	-	-	15,541	10%	(15,541)	-	-	38,684	(38,684)
TAMU Commerce	88,755	57,691	31,064	35%	-	-	-	2,316	5%	(2,316)	-	-	4,438	(4,438)
Mesquite Replaster	119,969	77,980	41,989	35%	-	-	-	5,930	5%	(5,930)	-	-	5,998	(5,998)
Houston Emancipation	2,515,532	1,635,096	880,436	35%	-	-	-	-	0%	-	-	-	-	-
	-	-	-	30%	-	-	-	-	0%	-	-	-	-	-
Total Open Projects	14,751,898	10,238,329	4,513,569	32%	103,149	60,160	2,370,244	1,250,927		1,162,306		2,473,393	2,995,940	(522,547)
													Over	-
													Under	(522,547)

See Independent Accountants' Review Report



SUNBELT POOLS

6. Identify if your firm had any contracts terminated due to non-performance over the last five (5) years.

NONE



SUNBELT POOLS

5. Address any legal issues or litigation-related issues that your firm may be, or has been involved in over the last five (5) years.

NONE



CURRENT PROJECTS AS OF 03/01/2015

Project Name	Location	Contract Amount	Owner	Contractor / Aquatic Consultant	Estimated Completion	Bonded Y/N
Prairie View Texas A&M University	Navasota, TX	\$543,900	Texas A&M University	Skanska USA	Oct-14	N
Brook Hollow Golf Club	Dallas, TX	\$1,394,000	Brook Hollow Golf Club	Hill & Wilkinson	Jun-14	N
Wachob Residence	Sapulpa, OK	\$2,174,740	Wachob Irrevocable Trust	John Caldwell Custom Pools	Jun-14	N
University of Central Arkansas - HPER Center Expansion	Conway, AR	\$843,613	University of Central Arkansas	James H. Cone, Inc.	Nov-14	N
Farmers Branch Aquatic Center	Farmers Branch, TX	\$2,548,814	City of Farmers Branch	Gallagher Construction	May-15	Y
Frisco Aquatic Center	Frisco, TX	\$3,076,911	City of Frisco	The Fain Group	Jan-15	N
Emancipation Park	Houston, TX	\$2,515,532	City of Houston	Prime Contractors	May-15	Y
Fort Worth Public Safety Training	Fort Worth, TX	\$ 876,500	City of Fort Worth	Byrne / Ridgemont Joint Venture	Aug-15	N
Moore Central Park	Moore, OK	\$2,805,411	City of Moore	Atlas General Contractors	May-15	Y
Hurst - Chisholm/Central Park Aquatics	Hurst, TX	\$3,366,000	City of Hurst	AUI Contractors	May-15	N
Fort Worth Zoo - Safari Splashpad	Fort Worth, TX	\$215,334	City of Fort Worth	Benchmark Enterprises	Mar-15	Y
Austin Aquatics	Austin, TX	\$1,386,000	Solarwinds, Inc.	Harvey Cleary	Sep-14	N
Doubletree Ranch Park	Highland Village, TX	\$550,000	City of Highland Village, TX	JC Commercial	Aug-15	N
Midland Country Club	Midland, TX	\$355,000	Midland Country Club	AquaDesign International	May-15	N
Camp Thurman	Pantego, TX	\$1,054,500	Pantego Camp Thurman	Aqueous Engineering	May-15	N
Lakewood Country Club	Dallas, TX	\$1,053,000	Lakewood Country Club	Rogers-O'Brien Construction	May-15	N
Southwest Aqua Sports	Lubbock, TX	\$1,518,304	Diving the World, Inc.	Water Technology	Dec-15	N
Splashway Waterpark - Wave Pool	Sheridan, TX	\$708,778	Splashway Waterpark		May-15	N
YMCA - Hood County	Hood County, TX	\$1,300,000	YMCA / Hood County	WB Kibler Construction	Dec-15	N



PROJECT REFERENCES:

INSTITUTIONAL – EDUCATIONAL PROJECTS, UNIVERSITIES, HIGH SCHOOLS

Texas Tech University – Lubbock, Texas

Outdoor competition, leisure, diving, spa and lazy river pools. 19,000 square foot, \$2.7M project, complete in April 2009.

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Counsilman/Hunsaker. Carl Nylander 314 894-1245 CarlNylander@chh2o.com

University of Texas – Austin, Texas

Complete pump room renovation of famous championship swim center. Separating racing and diving pools into separate systems and adding UV systems. \$800,000 project in 6 weeks. After project started, leaks in underground piping required \$250,000 additional work – all completed in original time schedule. Completed August 2009

General Contractor: Harvey-Cleary Builders. Eric Ryan eryan@Harvey-Cleary.com

Engineer: Tom Green and Associates. Tom Green, tomg@tgce.com

Aquatic Consultant: Counsilman/Hunsaker. Carl Nylander 314 894-1245 CarlNylander@chh2o.com

Rice University – Houston, Texas

New 50 meter competition pool and student leisure pool. Delivery is as a design build team 2009

General Contractor: Tellepsen Mark Hillman 832 309-0366 mhillman@tellepsen.com

Architect: F&S Architects, Kip Jameson, kjameson@fsarchitects.com

Aquatic Consultant: Counsilman/Hunsaker. Scott Hester, 314 894-1245

Southern Methodist University, Dedman Center – Dallas, Texas

University competitive pool and outdoor recreational pool with 5,600 square feet, 7.2 ft deep. \$650,000 contract completed in September of 2005.

Judith Banes, Director of Recreational Sports 214 768-3368, jbanes@mail.smu.edu

General Contractor: Austin Commercial, Chris Davis

Architect: Hahnfeld Hoffer Stanford

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Rockwall ISD – Rockwall, Texas

New 50 meter pool with dual bulkheads, 25 yard warming pool and spa. \$2.4M, August 2009

General Contractor: Pogue Construction. Clark Miller clark@pogueconstruction.com

Aquatic Consultant: Aquatic Excellence, Richard Scott

Tarrant County Community College District – NE Campus – North Richland Hills, Texas

Renovation of College competitive and recreational pool including all equipment, structure and finishes. Fast track, \$960,000 project completed in September 2007

Owners Representative: David Hoelke (817) 515-6480 david.hoelke@tccd.edu

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

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Texas State University – San Marcos

Indoor competition and leisure pools built inside elevated structural concrete. Completed Nov 2008.

Architect: Marmon Mok Architecture

Aquatic Consultant: Counsilman/Hunsaker. Scott Hester , 314 894-1245

Andrews Independent School District

New natatorium pools, 25 Yard, 8 lane Competition pool plus 14 foot deep 200,000 gallon diving well with 3 meter competition board. Total of 7,000 square feet and 420,000 gallons. September 2007.

Owners Representative: Tom Carroll (432) 523-3640 tcarroll@andrews.esc18.net

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Hendrix College Wellness Center, Conway, Arkansas

Competition pools with concrete rim flow gutters, 6,000 sq feet including 1 and 3 meter diving and 8 lane competition. \$850,000 complete September 2007

General Contractor: Nabholz Construction Tony Echols 501 376-1581

Architect: Kirchner Architects, Larry Kirchner 501 664-6981

Aquatic Engineer: Aquatic Design Group Randy Mendioroz 760.438.8400

Stephen F. Austin University Recreation Center, San Marcos, Texas

Student recreation center pool and spa with 7,300 square feet of surface area, diving well, lazy river and therapeutic spa. \$1,000,000 contract completed in September 2007

Construction Manager: J.E. Kingham Construction

Architect: F&S Architects, Kip Jameson, kjameson@fsarchitects.com

Aquatic Consultant: Counsilman/Hunsaker. Scott Hester , 314 894-1245

Beaumont Independent School District, Beaumont, Texas

Competitive pool with diving well and 9,000 square feet and 516,000 gallons completed Dec. 2010.

Construction Manager: Turner Construction

Architect: SHW Group Architects

Aquatic Consultant: Aquatic Excellence. Richard Scott 512 809-7482 richardscottaia@austin.rr.com

Other Institutional – Educational projects

Midwestern State, Wichita Falls, Texas. 2009

University of Texas at Arlington, Major renovation and Equipment Replacement. Arlington, Texas. 2009

Fort Worth ISD. Equipment room renovation Fort Worth, Texas 2008, Replaster and Bulkehead 2011

Dallas ISD. Lisbon and Sprague Pools renovation. Dallas, TX 2010 Pleasant Grove, Alamo and White Rock renovations 2011

Southern Methodist Perkins Natatorium. Filter system renovation March 2011

Abilene Christian University, Abilene, TX August 2011

Klein ISD, Klein, Texas 2012 Water Technology

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MUNICIPAL PROJECTS

Edmond Recreation Center, Edmond, OK

Indoor Competition and recreational facility with Fully tiled 50 meter pools, 18,000 sq ft, fully tiled rec pool, Diving, two bulkheads, slides and play features. \$3.2M completed December 2013

General Contractor: Atlas General Contractors, Adam Bayles, Project Manager 405.606.6170

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Bob Word

Tom Muehlenbeck Center, Plano, TX

Municipal natatorium and water park with lap swimming, diving well, children's pool, splashpad and leisure pools. 18,000 square feet of surface area. \$2,300,000 project completed in September 2007

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Counsilman/Hunsaker. Carol Anderson 314 894-1245

Sunbelt Superintendent: Bob Word

West University Place Colonial Park, West University Place, TX

Municipal Multi Use facility with 10,200 square feet of surface area including 12 foot diving well, lap lanes, play structure and slide. \$1,400,000 project completed in May 2010

General Contractor: Tellepsen. Sam Hopkins 281 932-8561 shopkins@tellepsen.com

Aquatic Consultant: Water Technology Haley Panton 972 919-6122 hpanton@watertechnologyinc.com

Sunbelt Superintendent: Robert Morgan

North Richland Hills Recreation Center

Indoor recreational facility with 6,000 square feet of surface area, Rock climbing wall and large spa \$1,200,000 project completed in 2012

General Contractor: Byrne Construction, Jason Moore, 817.335.3394, jmoore@tsbyrne.com

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Robert Morgan

Camp Bowie Pool, Brownwood, Texas

Municipal multi use facility with 7,000 square feet of surface area including 12 ft deep competition pool, play and slide pools. \$920,000 contract. Complete in June 2010

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard , 314 894-1245

Sunbelt Superintendent: Bob Word

Killeen Lions Club Park, Killeen, Texas

Municipal water park with 14,000 square feet of surface area including 12 ft deep competition pool, play and slide pools. \$2,000,000 contract. Complete in May of 2009

Architect: Kimley-Horn and Associates. Adam Brewster, Mark Hatchel, 214 420-5600

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard , 314 894-1245

Sunbelt Superintendent: Lee Smith

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SUNBELT POOLS

Lewisville Aquatics Facilities

Municipal Water Park with 20,000 square feet of surface area including 12.6 ft deep competition pool, play and slide pools. \$2,400,000 contract completed in May of 2005

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Councilman/Hunsaker. Scott Hester, 314 894-1245

Sunbelt Superintendent: Robert Morgan

Trophy Club Sprayground, Trophy Club, Texas

Municipal sprayground with 4,200 square feet of surface area with multiple play features and sprays. \$450,000 contract plus installation of \$500,000 of owner purchased features. Complete in July 2010

Owners Representative: Adam Adams, aadams@ci.trophyclub.tx.us

Architect: Teague, Nail and Perkins, Inc. Nick Nelson 817 665-7120 nnelson@tnp-online.com

Sunbelt Superintendent: Josh Newton

Arlington Bad Konigshofen Water Park. Arlington, TX

Multi use family water park with lap swimming, diving well, children's pool, splashpad and slide. 8,800 square feet of surface area. \$1,300,000 project completed in January 2006

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970

Aquatic Consultant: Councilman/Hunsaker. Carol Anderson, 314 894-1245

Sunbelt Superintendent: Bob Word

Dallas Thurgood Marshall Family Aquatics Center (Bahama Beach). Dallas, TX

Municipal waterpark with 20,300 square feet of surface area. \$700,000 contract for all pool plumbing and equipment. Completed in May of 2005.

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Councilman/Hunsaker. Scott Hester, 314 894-1245

Sunbelt Superintendent: Bob Word / Lee Smith

Fort Worth Marine Park Pool

Outdoor recreational facility with 6,500 square feet of surface area, slide and play features

\$1,000,000 project completed in 2013

General Contractor: Byrne Construction

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Councilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Philip Collins

Eunice Municipal Pool, Eunice NM. 2008 - 7,800 sq ft. C.T. Brannon Corp

Brownfield Aquatic Center, Brownfield Texas 2008 -6,000 sq ft. Parkhill, Smith & Cooper

Dumas Municipal Swim Center, Dumas Texas. 2009 – 8,000 sq ft. C.T. Brannon Corp

Scurry County Towle Park Pool, Snyder Texas. 2009 C.T. Brannon Corp

University Park Curtis Park Sprayground. 2009 University Park Texas C.T. Brannon Corp

Fort Worth Sycamore Park Sprayground, 2008 Fort Worth Texas. Kimley Horn/Councilman Hunsaker

Dallas Ferguson Park Sprayground, Dallas Texas. 2009 Kimley Horn/Councilman Hunsaker

Forney Sprayground, Forney Texas. 2009 Schrickel Rollins and Associates

Huntsville Aquatic Facility, Huntsville Texas. 2006 7,700 sq ft. Aquatic Design Group

Mesquite Vanston Pool, Mesquite Texas 2006 Kimley Horn/Councilman Hunsaker

Grapevine Dove Park Pool, Grapevine, Texas 2013 Water Technologies

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INSTITUTIONAL NON EDUCATIONAL PROJECTS

Hawaiian Falls Waterpark

Roanoke, TX – Wave pool, lazy river, play structure – 25,000 sq feet and 500,000 gallons April 2011
Waco, TX – Wave pool, lazy river, slide structures – 24,000 sq feet and 510,000 gallons April 2012
White Settlement, TX – Wave Pool, Lazy River, plunge pools 35,000 sq feet - 700,000 gallons May 2014
Pflugerville, TX – Wave Pool, Lazy River, plunge pools 43,000 sq feet – 1 Million gallons May 2014
Owner's Representative: Mike Prince, VP Construction mikep@hfalls.com 817 380-1445

Fellowship Church Youth Camp

Over 11,000 square feet of pools, lazy rivers and spraygrounds. \$2M project completed May 2008
Construction Manager: BECK Ltd. Greg Powell, PM. 214 240-0864 gregpowell@beckgroup.com
Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Villa Sports – The Woodlands, TX

New high end fitness center with 16,500 square feet of surface area. Includes indoor and outdoor lap and leisure pools, spas, slides and play features. \$3.0M contract complete in May 2009
Owners Representative: Steve Foster, PE. Steve_Foster@150Pelican.com
Aquatic Consultant: Water Technology Bill Bornick (920) 887-7375 bbornick@watertechnologyinc.com

The Center for the Intrepid – San Antonio, Texas

Therapy pool and Flow Rider pool. Project funded by the Intrepid Fallen Hero's fund for wounded servicemen at Brooks Army Hospital in San Antonio, Texas.
Construction Mgr: Skanska USA Mike Shaw 210 242-3000 Michael.Shaw@Skanskausa.com
Architect: SmithGroup, Washington, DC
Aquatic Consultant: Counsilman/Hunsaker. Scott Hester, 314 894-1245

City Club at River Ranch – Lafayette, Louisiana

Leisure and exercise pool with concrete and tile gutters. Project with very short time constraints that finished 1 month early in April 2006. \$850,000 contract.
Owner: City Club at River Ranch in Lafayette, LA: Elsa Lemoine 337 216-6568
Aquatic Consultant: Counsilman/Hunsaker. Matt Cappello, Bob Banker 314 894-1245

Amarillo Town Club – Amarillo, Texas

Multi use family pool with 75' lap lanes, diving well and zero entry children's area. The project included an 8,500 square foot pool for \$750,000 and was completed in May 2005

Amarillo Town Club – Hillside – Amarillo, Texas

Construction of new 7,000 square foot recreational pool with sprayground. This is the 4th project for this owner at a new facility. Completed December 2007
Steve Halsey, General Manager. 806 468-0320, shalsey@amarillotownclub.com

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SUNBELT POOLS

The Villages – Silverleaf Resorts – Flint, Texas

Indoor water park including lazy river, wave pool, large play structure and slide cluster. \$1,500,000 project (plus sides and play feature) Completed November 2008

Owners Representative: Jim Jebbia, Director of Construction. jjebbia@sriae.com 214 951-0962

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Azure Tower

High end, high rise residential tower in Dallas, Texas with 4,500 square foot infinity edge reflection pool and two 32nd floor penthouse pools. Complete winter 2007

Construction Manager: Balfour Beatty. PM Mike Jones mdjones@balfourbeattyus.com

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Omni Hotel and Condominiums, Fort Worth, TX

High rise hotel and condo pools on the 5th and 16th floor of new luxury tower. \$1.5M project 2009

General Contractor Austin Commercial Chris Shackelford 817-204-0465 ChShackelford@Austin-Ind.com

Aquatic Consultant: Counsilman/Hunsaker. Carol Anderson 314 894-1245

The House/Victory J

High Rise tower in Dallas, Texas Pool is 140 feet long with vanishing edge on all sides. Fall 2008

Construction Manager: Manhattan Construction Co.

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122

Other Institutional Projects:

Joshua YMCA, Joshua, TX 2014

Windsong Ranch Amenity Center, Prosper, TX 2014

Fort Worth Naval Air Station Seal Training Tank, Fort Worth, Texas

Children's Medical Center Fountain, Dallas Texas

Titus Regional Medical Center, Mt Pleasant Texas. C.T. Brannon Corp

NRH2O Third Phase. North Richland Hills Texas. Water Technology

Northpark YMCA Fort Worth Texas. C.T. Brannon Corp

Oaks of Louisiana. Shreveport LA

Ryan Family YMCA. Fort Worth, Texas 2005. C.T. Brannon Corp

Collin County Adventure Camp/ YMCA Sherman, Texas 2006 C.T. Brannon Corp

Four Seasons Resort, Irving, Texas. 2008 C.T. Brannon Corp

Saint Simeon Assisted Living. Tulsa, Oklahoma. 2009 Counsilman Hunsaker and Associates

Fort Bliss Outdoor Activity Center, Fort Bliss El Paso, Texas 2011

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Country Clubs

Brookhollow Country Club – Dallas, TX

Removed old pool and build 3 new pools including competition pool, leisure and youth. 6,100 square feet and 220,000 gallons. Completed April 2013

General Contractor: Hill & Wilkinson, Jim Sackett, 214.299.4387 jsackett@hill-wilkinson.com

Landscape Architect: Talley Associates, Coy Talley 214.871.7900 ctalley@talleyassociates.com

Dallas Country Club – Dallas, TX

Removed old pool and built 6,100 square foot, 180,000 gallon leisure pool and indoor Spa. May 2012

Construction Manager: McCarthy Building Co

Owner's Representative: Darrel Bell, Director of Operations darrel@dallascountryclub.org 214 521-2151

Royal Oaks Country Club – Dallas, TX

Removed old pool and build 4 new pools including competition pool, leisure and youth. 6,100 square feet and 220,000 gallons. Completed April 2013

Barbara Jodoin, GM bjodoin@roccdallas.com 214 691-6091

Landscape Architect: Talley Associates Kevin Bernauer bernauer@talleyassociates.com 214 871-7900

Ridgewood Country Club – Waco, TX

Renovation of existing pool, replace tot pool and add diving well for compliance. May 2011

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122, tbrannon@brannoncorp.com

General Contractor: Ed Mazanec ed@mazanecconstruction.com 254 799-0291

Willowbrook Country Club – Tyler, TX

Renovation of existing pool, add diving well for compliance and updating. May 2013

Aquatic Consultant: C.T. Brannon Corp. Terry Brannon 903 597-2122 tbrannon@brannoncorp.com

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General Contractor References

Hill and Wilkinson

Jim Sackett, Group Manager 214.299.4387 jsackett@hill-wilkinson.com
Richardson Heights Aquatic Center, Brookhollow Country Club, Windsong Ranch Amenity Center

BECK

Sunbelt Pools was awarded BECK subcontractor of the year award for 2008
Greg Powell, Project Manager 903.769.0704 gregpowell@beckgroup.com
Brian Wiggins, Project Engineer 817-235-5321 brianwiggins@beckgroup.com
Fellowship Church Camp, Episcopal School of Dallas, Cooper Fitness

Tellepsen

Mark Hillman 832 309-0366 mhillman@tellepsen.com
Sam Hopkins 281 932-8561 shopkins@tellepsen.com
Rice University, West University Place Colonial Park, Klein High School

Austin Commercial

Chris Davis, Project Manager 214 987-4352 cdavis@Austin-Ind.com
Chris Shackelford 817-204-0465 ChShackelford@Austin-Ind.com
SMU Dedman Center Pool and Fountain, Acme Brick Fountain, Omni Hotel and Condominiums

Fain Group

Larry Fraizer, (817) 927-4388 lfrazier@faingp.com
Brownwood Camp Bowie Park, Frisco Aquatic Center

Manhattan Construction Company

Nick Abay, Project Engineer 214 357-7400 nabay@manhattanconstruction.com
The House/Victory J

Skanska USA

Mike Shaw, Project Manager 210 242-3000 Michael.Shaw@Skanskausa.com
Center for the Intrepid, Prairie View Texas A&M

Additional General Contractors:

Hunt Construction

Frank Dale Construction

Steele and Freeman

AUI General Contractors

Workman Commercial

Flintco

Western Builders of Amarillo

Pogue Construction

10555 PLANO ROAD DALLAS, TEXAS 75238-1305

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www.sunbeltpools.com robm@sunbeltpools.com



SUNBELT POOLS

Architect and Engineer References

Councilman/Hunsaker & Associates, Inc.

Scott Hester, PE 314 894-1245 ScottHester@chah2o.com

Darren Bevard , PE 314 894-1245 DarrenBevard@chh2o.com

Matt Cappello, PE 314 416-2083 mattcappello@chah2o.com

Lewisville Sun Valley Water Park, Lewisville College Street Park, City of Dallas Thurgood Marshall Waterpark (Bahama Beach), Arlington Bad Konigshofen Water Park, Mesquite Vanston Park, City Club at River Ranch in Lafayette, LA, Plano Tom Muehlenbeck Center, Center for the Intrepid, Omni, St. Simeon's, Texas State San Marcos, Midwestern State, Texas Tech University, Rice University, University of Texas at Austin, Killeen Lion's Club Park, Abilene Christian University, North Richland Hills Rec, Plano Aquatic Center, Mercy Health Services, Edmond Recreation and Aquatics, Richardson Heights, Fort Worth Marine Park, Edmond Recreation Center, Plano PAC

Kimley-Horn and Associates, Inc

Mark Hatchel 214 420-5600 mark.hatchel@kimley-horn.com

McKinney Old Settler's Park, Lewisville Sun Valley Water Park, Lewisville College Street Park, City of Dallas Thurgood Marshall Waterpark (Bahama Beach), Mesquite Vanston Park, NRH20 Matt Racer, Killeen Lion's Club Park, Fort Worth Sycamore Park, Frisco Recreation Center

Brinkley Sargent Architects

Stephen Springs, AIA 972 960-9970 ssprings@brinkleysargent.com

Arlington Bad Konigshofen Pool, Collin County Youth Camp, Plano Tom Muehlenbeck Center, Midwestern State University, Texas Tech University, North Richland Hills Rec Center, Richardson Heights, Fort Worth Marine Park

Brannon Corporation, Aquatic Designers and Engineers

Terry Brannon, PE 903 597-2122 tbrannon@brannoncorp.com

Bryan Ziegler, PE 903 597-2122 ziegler@brannoncorp.com

McKinney Senior Center, Tyler Tennis and Swim, McKinney Old Settler's Pool, Plano Williams Natatorium; Bryan Henderson Park, SMU Dedman Center, Amarillo Town Club, Andrews ISD, Frisco Lakes, Silverleaf Resorts, Azure Towers, House-Victory J, Fellowship Camp, City of Lovington, City of Eunice, Scurry County, Four Seasons Resort, Northpark YMCA, Scurry County, City of Dumas, Andy Alligator, Hawaiian Falls Roanoke, Hawaiian Falls Waco, Richwood Amenity, Holiday Springs Waterpark

Water Technology, Inc

Haley Panton, PE 972 919-6122 hpanton@watertechnologyinc.com

Dan Henke, AIA 920 887-7375 dhenke@wtiworld.com

Bill Bornick (920) 887-7375 bornick@watertechnologyinc.com

West University Place Colonial, NRH20 third phase, Villa Sports-The Woodlands, City of Shawnee OK, Dallas ISD, Klein HS, Sealy Cryan Park, Grapevine Dove Park

Aquatic Design Group

Dennis Berkshire, 760 444-8303 dberkshire@aquaticdesigngroup.com

Joe Bailey, 760 438-8400 jbailey@aquaticdesigngroup.com

Grand Prairie Bowles Pool Reno, Huntsville Aquatic Facility, Hendrix College Wellness Center, TCCCD NW

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SUNBELT POOLS



Rob Morgan

10555 Plano Road ♦ Dallas, TX 75238 ♦
(214) 722-5082 ♦ robm@sunbeltpools.com

Position

President of Sunbelt Pools, Inc. of Dallas, Texas.

Overall responsibility for business with 100 employees and \$20,000,000 in annual sales.

Handle project management function on approximately half of Sunbelt's projects and oversight over 6 project superintendents.

Specialty in commercial equipment projects and technical equipment details.



Educational Background:

- Southern Methodist University, Dallas, TX. Two semesters in MBA program with full scholarship. Emphasis in accounting and law. Left after two semesters with 3.8 GPA to start business.
- BA, John Brown University, Siloam Springs, Arkansas. President of Student body senior year, Wall Street Journal Award winner, Highest ranking Junior and Senior in Business school and graduated Magna Cum Laude.

Professional Certifications:

- Certified Building Professional (CBP with Association of Pool and Spa Professionals (APSP)
- Instructor for National Park and Recreation AFO course (Aquatic Facility Operator)
- Instructor for National Swimming Pool Foundation CPO course (Certified Pool Operator)
- Technical advisor to the Texas Department of Health Services swimming pool code 2004
- Technical committee co-chair, Model Aquatic Health Code Facility Design and Construction Technical Committee – 2009 CDC driven national pool code project.

Major Projects Managed:

- University of Texas – Austin. Texas Swim Center Equipment room renovation, 2009
- Texas Tech University, Lubbock, Texas. Leisure and competition pools, 2009
- Rice University, Houston, Texas. 50 meter competition pool, 2009
- Rockwall Independent School District, Rockwall, Texas. 50 meter competition pool, 2009
- Texas State University, San Marcos, Texas. Competition and Leisure pools, 2008
- Stephen F. Austin University, Nacogdoches, Texas. Leisure pool, 2007
- Southern Methodist University, Dallas, Texas. Dedman Center pools 2005
- Center for the Intrepid, Fort Sam Houston, Texas, 2006
- Plano Tom Muehlenbeck Center, Plano, Texas. Competitive and Leisure Pools, 2007
- Killeen Lions Club Park, Killeen, Texas. Competitive and Leisure Pools, 2009
- Arlington Bad Konigshofen Waterpark, Arlington, Texas 2006
- Dallas "Bahama Beach" Waterpark, Dallas, TX 2005

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SUNBELT POOLS



Jon Collins

10555 Plano Road
Dallas, Texas 75238
(214) 722 – 5077

jonc@sunbeltpools.com

Position

Vice President of Sunbelt Pools, Inc. of Dallas, Texas

Active hands on owner-principal engaged in the daily needs of the business and its' customers

Primary responsibility for managing and scheduling in house construction crews and shared oversight of project superintendents

Shared responsibility of project estimating and project management with business partner

Primarily focused on the construction process including job costing, reconciling major project expenses, negotiating with subcontractors, and updating unit pricing

Background and Education:

- Actively involved in the pool industry since 1977
- Bachelor of Science degree in sociology and psychology, 1980

Professional Certifications:

- CPO Certified Pool Operator
- Certified Building Professional - CBP with Association of Pool and Spa Professional (APSP)

Municipal Projects Managed:

City of Edmond, Oklahoma – Edmond Recreation Center, Indoor 50 meter pool and leisure pool, 2014

City of Grapevine – Dove Park, Outdoor leisure pool, 2013

City of Fort Worth – Marine Park, Outdoor leisure pool, 2013

City of Plano – Plano Aquatic Center, Indoor competition – leisure pool with outdoor spray ground, 2013

City of North Richland Hills – North Richland Hills Recreational Center, Indoor leisure pool and spa, 2012

City of North Richland Hills – NRH20 Water Park, Outdoor leisure pool, 2010 and slide pool, 2012

City of Brownwood – Camp Bowie Aquatic Center, Competition pool, lazy river -leisure pool, 2010

City of Mesquite – Vanston Water Park, Leisure pool, 2006

City of Arlington – Bad K, Competition – Leisure pool, wading pool and spray ground, 2006

City of Plano – Tom Muehlenbeck, Indoor competition pool and lazy river – leisure pool and outdoor leisure pools and spray ground, 2006

City of Lewisville – Sun Valley and College Street Water Parks, Competition pool, lazy river and leisure pool, 2005

City of McKinney – McKinney Senior Center and Old Settlers Park, Indoor therapy and leisure Pools, 2003

Other Texas Municipalities for Whom Sunbelt has Built Major Aquatic Projects:

City of Brownfield

City of Dallas

City of Huntsville

City of Hurst

City of Killeen

City of Richardson

City of Trophy Club

City of University Park

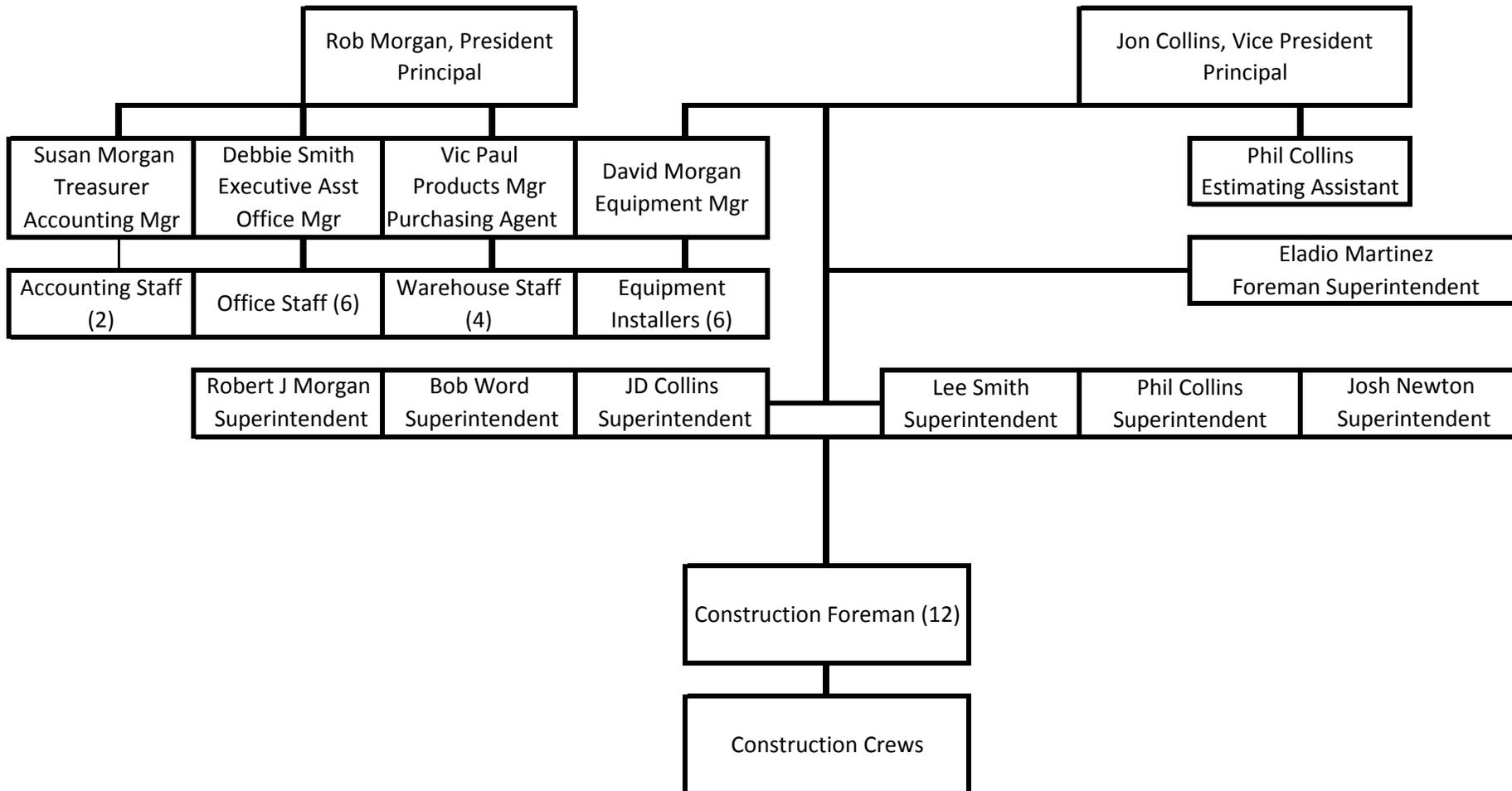
City of West University

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SUNBELT POOLS



TAB B



March 4, 2015

City of Bryan
Sadie Moore Park
129 Moss Street
Bryan, Texas

TAB "B" – Design Costs

Sunbelt estimates that the design fees for the municipal leisure pool, bathhouse and related amenities will be approximately \$35,000.00.

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TAB C



March 4, 2015

City of Bryan
Sadie Moore Park
129 Moss Street
Bryan, Texas

TAB "C" – Project Time Line

1. Refer to attached time line that includes design, construction and opening date
2. The estimated time to design and complete the project is six to seven months

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Date: March 4, 2015	City of Bryan Sadie Thomas Park Time Line																					
WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Design Phase																						
Meet with city staff	X																					
Provide pool design		X	X	X	X	X	X															
Provide building design						X	X															
Provide design for related amenities							X	X														
WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Construction Phase																						
Submittals - Preconstruction Phase	X	X	X	X	X																	
Pool Construction																						
Excavation					X	X																
Structure steel and concrete								X	X	X	X	X										
Pipe installation												X	X	X	X							
Deck Installation													X	X								
Deck Equipment														X	X							
Filtration Equipment, Pumps													X	X	X							
Finishes																	X					
Clean up, start up, training																X						
Bathhouse Construction																						
Pregrading									X													
Subgrade piping										X	X											
Slab											X	X	X									
CMU Block Walls												X	X	X	X							
Electrical												X	X									
Rafters and Roofing															X	X						
Bathroom Fixtures																X	X	X				

TAB D



March 4, 2015

City of Bryan
Sadie Moore Park
129 Moss Street
Bryan, Texas

TAB "D" – Design Construction Specifics

I. Firms and Individuals Involved

- A. Engineer – The Brannon Corporation – Tyler, Texas
 - 1. Terry Brannon, Civil Engineer
 - 2. Travis Bozick, Civil Engineer
- B. Contractor – Sunbelt Pools, Inc. – Dallas, Texas
 - 1. Rob Morgan, Principal – President
 - 2. Jon Collins, Principal – Vice President

II. City and Community Involvement

- A. City Project Manager
- B. City Planning Staff Member
- C. City Aquatic Director
- D. Interested community leaders vetted by city

III. Municipal Swimming Pool Elements:

- A. Texas Department of Health Regulations
- B. Lighting
- C. Bathhouse
- D. Pool mechanical room
- E. Chemical room
- F. Play features
- G. Decking
- H. Handicap access from the existing parking lot
- I. Fencing
- J. Landscaping and irrigation

- IV. **Construction Methods** – The design team made up of The Brannon Corporation and Sunbelt Pools, Inc. will employ and practice state, local and national standardized business and construction requirements, methods and practices in every aspect of design and construction implementation.

- V. **Schedule:** The design schedule will be approximately eight weeks in duration and will include meetings with the city staff and related design entities as well as final approved design.

VI. Construction Phase Firm and Contacts

- A. Contractor – Sunbelt Pools, Inc. –Dallas, Texas
- B. Project Managers
 - 1. Rob Morgan
 - 2. Jon Collins
- C. Point of Contact
 - 1. Rob Morgan – Direct Line 214.722.7082 – [Email robm@sunbeltpools.com](mailto:robm@sunbeltpools.com)
 - 2. Jon Collins – Direct Line 214.722. 5077 – [Email jonc@sunbeltpools.com](mailto:jonc@sunbeltpools.com)
- D. Schedule and Milestones – Refer to "Time Line" in Tab C
- E. Warranty – Two (2) years on all materials and construction

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**PROFESSIONAL ENGINEERING
AQUATIC DESIGN & CONSULTING**

1321 S. BROADWAY
TYLER, TX 75701
903-597-2122



AQUATIC PROJECTS

Company Profile



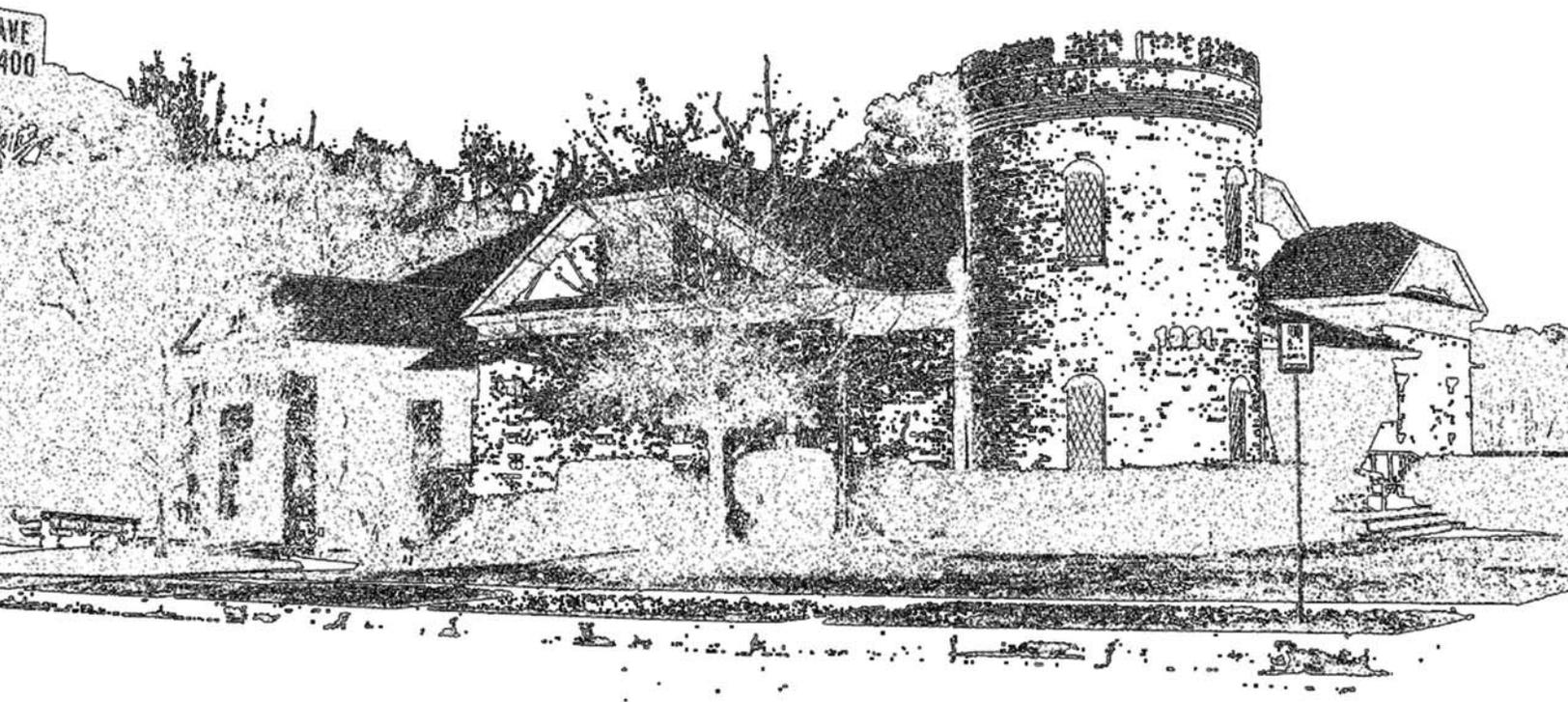
History of The C.T. Brannon Corporation

In the spring of 1977, Tom Barber, an architectural engineer completing tenure as a presidential appointee in the office of U.S. Housing and Urban Development, teamed with a young civil engineer, Terry Brannon, with experience primarily in City Public Works engineering (hydrology, hydraulics). Their intent was to meet an unresolved need in East Texas to serve small cities and rural counties with public works engineering services with the understanding that larger firms from Dallas and Houston failed to pursue this important market. The partnership, initially named Barber-Brannon Engineers, expanded rapidly under this premise, and added grantsmanship and architecture to the services provided to cities.

In 1981, the partnership incorporated and added Gary Traylor, a political science graduate with a penchant for chasing and winning competitive grants for city and county clientele. Now incorporated, the firm now named Barber-Brannon-Traylor, Inc., continued to grow to over 35 employees and expanded into three Texas offices: Lubbock, Abilene, and Tyler. In 1985, Terry Brannon, P.E. purchased the stock of the other 2 partners, consolidated the focus of the company back to civil engineering and hydrology/aquatics and subsequently relinquished the Abilene office to its employees. At the same time Gary Traylor left with his grantsmanship employees and the Lubbock office to pursue grant programs on his own as Gary R. Traylor and Associates. This change in ownership resulted in the currently registered company name of The C. T. Brannon Corporation, doing business as (dba) The Brannon Corporation. In 2000, Rea Boudreaux, P.E., Kirk Bynum P.E., and Bob Breedlove P.E. bought the company from Terry Brannon with Terry remaining as President and Sr. Aquatics Consultant to run the Aquatics Division of The Brannon Corp. with commitment to continue the tradition of excellence into the new century.

The company settled into a historic building that has been remodeled into a small 3 story castle, in the heart of the Azalea District in Tyler, Texas. Since 1986, all engineering work of The Brannon Corporation has been produced from this one office.

The Brannon Corporation has personnel with a combined total of well over 100 years of experience consisting of 19 staff members, including 10 registered engineers, 1 engineer-in-training, 2 civil/CAD technicians, 1 on-staff Construction Administration PM, and 5 back-end support staff.



Company Profile



Brannon Corp. completed projects of many sizes and scopes for clients throughout the United States and abroad, with construction costs ranging from a few thousand to the tens of millions. Brannon Corp. is a full-service consulting, urban planning, civil and municipal engineering firm with specialties in aquatics/hydrology/ecology, aviation/airports, commercial & residential, education/sports/recreation, and government/municipal engineering.

Professional engineers for The Brannon Corporation are currently registered to practice in Alabama, Arkansas, Colorado, Florida, Georgia, Louisiana, Mississippi, Missouri, Nebraska, Nevada, New Mexico Oklahoma, Tennessee, Texas and Virginia, and have reciprocity to secure licensing in most other States. Since 1977, Brannon Corp. has successfully provided aquatic design & consulting services in over 250 venues throughout these States and abroad.

About Brannon Corp.

Our Professional Engineers at The Brannon Corporation have over two centuries combined experience working closely with the private and public sectors, local municipalities, State and Federal agencies, corporate entities, architects, private developers, building contractors and planning consultants to provide innovative solutions to a wide range of challenging and complex engineering and consulting projects throughout the US and Internationally.

Our areas of expertise include:

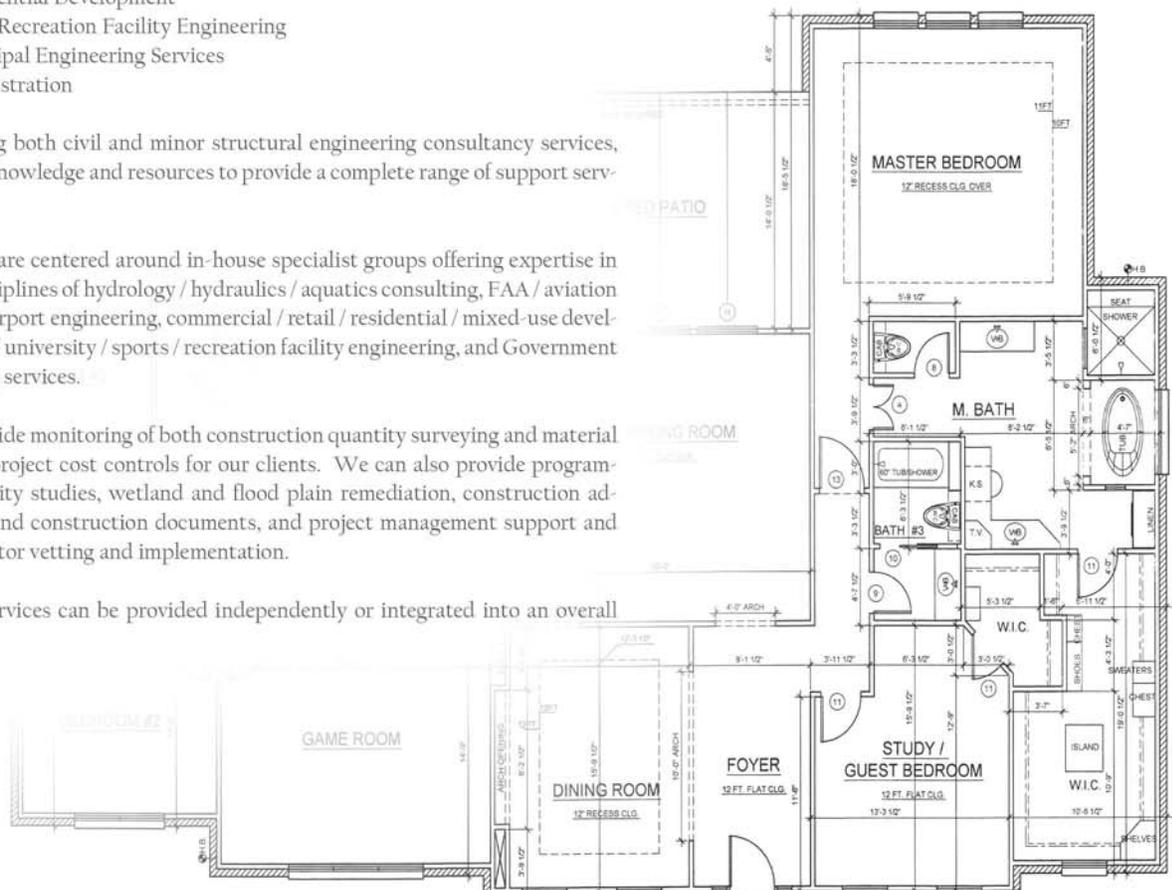
- Aquatic Design, Engineering & Consulting
- Civil & Structural Engineering
- Aviation/Airport Engineering Services
- Commercial & Residential Development
- Education, Sports & Recreation Facility Engineering
- Government / Municipal Engineering Services
- Construction Administration

In addition to providing both civil and minor structural engineering consultancy services, Brannon Corp has the knowledge and resources to provide a complete range of support services.

These support services are centered around in-house specialist groups offering expertise in related engineering disciplines of hydrology / hydraulics / aquatics consulting, FAA / aviation policy & procedures / airport engineering, commercial / retail / residential / mixed-use developments, K-12 / college / university / sports / recreation facility engineering, and Government / Municipal engineering services.

Brannon Corp. can provide monitoring of both construction quantity surveying and material quality compliance as project cost controls for our clients. We can also provide programming, planning, feasibility studies, wetland and flood plain remediation, construction administration, manuals and construction documents, and project management support and consultant / subcontractor vetting and implementation.

All of our additional services can be provided independently or integrated into an overall project package.





C. Terry Brannon, P.E., President/Founder

EDUCATION

Bachelor of Science, Civil Engineering, University of Texas, Arlington, TX, 1973

LICENSES, REGISTRATIONS, CERTIFICATIONS

Certificate No. 22179: The United States Council for International Engineering Practice
National Council of Examiners for Engineering and Surveying

Registered Professional Engineer:

Alabama #30730-E	Georgia #31119	Nebraska #E-11373	Tennessee #113619
Arkansas #15539	Louisiana #25111	Nevada #02181	Texas #40450
Colorado #40870	Mississippi #09230	New Mexico #14280	Virginia #0402046522
Florida #66147	Missouri #2007003971	Oklahoma #19935	

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tbrannon@brannoncorp.com
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MEMBERSHIPS

- American Society of Civil Engineers
- Chi Epsilon, Civil Engineering Honor Society
- American Planning Association (APA)
- International Association of Amusement Parks and Attractions (IAAPA)
- World Water Park Association
- International Code Council
- Texas Recreation & Parks Society (TRAPS)
- Texas Public Pool Council

PUBLICATIONS AND TEACHING

- Course Author, Red Vector Online Continuing Education for Engineers and Architects.
- Course Author and Presenter, Genesis 3, Construction School for pool contractors and designers.
- Course Author and Presenter, Genesis 3, Advanced Pool Construction: Pier Supported Pools.
- Course Author and Presenter, Genesis 3, Pool Construction: Reinforced Concrete Design for Pools.

EXPERIENCE AND QUALIFICATIONS

Responsible for project design and construction phase engineering for all types of aquatic facilities including but not limited to aquatic facility structural engineering, site planning and civil engineering, mechanical and plumbing systems design; water treatment systems; pool finishes and waterproofing; water play design including splash pads, municipal pools and commercial water parks; aquatic competition venues; elevated pools for hotels and resorts; home owner association amenity aquatic facilities; teaching and presentations for various continuing education classes and short schools; on-line course author; preparing master plans; preparation of published articles.

Engineering, land planning and surveying design. Project coordination with clients on all projects. Preparation of applications to federal and state agencies for grant/loan funding. Review of construction plans and scheduled personnel and equipment. Flood insurance studies. Designed and coordinated open channels, storm sewer, water and wastewater; hydraulic systems including water and wastewater lines, water storage, water treatment, fire lines, and storm water control, and pavement, parks facilities and public building design projects.

Administration and design of airports including ramps, taxiways, fire and rescue station and safety areas, sanitation, garage, streets, street cleaning, engineering, surveying and inspection departments.

PROFESSIONAL EMPLOYMENT HISTORY

- 2000 - Present Corporate President, Chairman Emeritus and Ex Officio Board Member, The C. T. Brannon Corporation, Tyler, Texas
- 1985 - 2000 President and Chief Executive Officer, The C. T. Brannon Corporation, Tyler, Texas
- 1981 - 1985 Senior Vice President, Barber - Brannon - Traylor, Incorporated, Tyler, Texas
- 1977 - 1981 Partner, Barber-Brannon Engineers, Tyler, Texas
- 1973 - 1977 Assistant City Engineer, City of Tyler, Texas
- 1969 - 1973 Civil Engineer, Civil Technician & Drafter, Department of Public Works, City of Irving, Texas



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tbozick@brannoncorp.com
www.brannoncorp.com



Travis Bozick, P.E., Project Manager

EDUCATION

Bachelor of Science, Civil Engineering,
University of Arkansas, Fayetteville, 2005

LICENSES, REGISTRATIONS, CERTIFICATIONS

Registered Professional Engineer, Texas, #104560
Certified Pool/Spa Operator Certification, NSPF, CPO-467403

MEMBERSHIPS

Chi Epsilon National Civil Engineering Honor Society, Treasurer 2004-2005
Tau Beta Pi National Engineering Honor Society
Theta Tau National Engineering Society, Scribe 2003-2004 & Regent '04-'05

CONTINUING EDUCATION

Water TV Guest Speaker, Tyler, TX, August 2014
Designing Splashpads for Inclusive Play, vortex, Tyler, TX, March 2014
Concrete Admixtures Technical Review, BASF, Tyler, TX, February 2014
Quality Management Seminar, PDH Engineering, Tyler, TX, September 2012
Spectra Geogrid, Tensar, Tyler, TX, August 2012
Water Runoff Planning, Contech, Tyler, TX, April 2012
Basics of Structural Modeling, RISA Tech., L.L.C., Dallas, TX, February 2011
Importance of Geotechnical Instrumentation, Water Resources & Advances in Storm Water Control, East Texas Chapter, TSPE, Tyler, TX, Sept. 2010

EXPERIENCE AND QUALIFICATIONS

Multi-state aquatic design, including water parks, pools, splash pads, spray grounds, natatoriums, wave pools, and lazy rivers. Steel tower structural design for slides and zip lines. Geotechnical foundation recommendations in highly plastic clayey materials. Structural and civil engineering, hydraulic systems, mechanical design, plumbing, filtration, pool circulation and disinfection systems. Site master planning, construction document generation, permitting and bidding of new construction, additions, retrofits and renovations.

Experience in safety, health, standard, and code compliance for multiple states including ADA pool review, and the Preliminary Model Aquatic Health Code by the Centers for Disease Control (CDC).

Site inspections and preparation including foundation plans, drainage, grading, storm sewer plans, demolition, project supervision, coordination, and management. Engineering of related systems including decking, walkways, stairs, bridges and access ways. Public facilities including bath houses, parking lots and rest areas.

Three-dimensional structural design, computer modeling analysis using RISA 3D, construction documents using AutoCAD and AutoCAD Civil 3D software.

PROFESSIONAL EMPLOYMENT HISTORY

2009 - Present Project Manager, The C.T. Brannon Corporation, Tyler, Texas.
2005 - 2009 EIT, The C.T. Brannon Corporation, Tyler, Texas.



David C. Jacobs, EIT, Graduate Engineer

EDUCATION

Bachelor of Science, Civil Engineering
LeTourneau University, Longview, Texas, 2013
Bachelor of Science, Mechanical Engineering
LeTourneau University, Longview, Texas, 2013

LICENSES, REGISTRATIONS, CERTIFICATIONS

Engineer In Training, Texas, #48842
Certified Pool/Spa Operator Certification, NSPF, CPO-467407

MEMBERSHIPS

American Society of Civil Engineers
American Society of Mechanical Engineers

CONTINUING EDUCATION

Developing Your PM Plan, PSMJ Resources, Inc., Tyler, TX, Oct. 2014
Erosion Control w/TRM, HPTRM, & ArmorMax Anchored Reinforced
Vegetation System, Propex Infrastructure Sol., Tyler, TX, Sept., 2014
Contract Law for Architects & Engineers, WPL, Tyler, TX, March 2014
Concrete Admixtures Technical Review, BASF, Tyler, TX, February 2014
Aquatic Conference, TX Public Pool Council, San Antonio, TX, Jan. 2014

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jacobs@brannoncorp.com
www.brannoncorp.com



EXPERIENCE AND QUALIFICATIONS

Multi-state aquatic design, including water parks, pools, splash pads, spray grounds, natatoriums, elevated pools for hotels and resorts, and HOA amenity aquatic facilities. Geotechnical foundation recommendations in highly plastic clayey materials. Structural and civil engineering, hydraulic systems, mechanical design, plumbing, filtration, pool circulation and disinfection systems. Construction document generation, permitting and bidding of new construction, additions, retrofits and renovations.

Site inspections and preparation including foundation plans, drainage, grading, demolition and coordination. Three-dimensional concept design and computer modeling, construction documents using AutoCAD and AutoCAD Civil 3D software.

Emergency Shelter Design including materials, connections, SAP2000 modeling, SolidWorks modeling and testing, shelter coverings.

Designing, fabrication and testing of polymer concretes and fiber-reinforced polymer strips and tubes. SolidWorks, AutoCAD, LabView, and Minitab.

Process improvement and Quality engineering including production analysis through Minitab & Excel, hazard prevention, and developing programs for CMM software.

PROFESSIONAL EMPLOYMENT HISTORY

2013 - Present Engineer In Training, The C. T. Brannon Corporation, Tyler, Texas
2012 - 2013 CO-OP in EMLS/Process Engineering, STEMCO L.P., Longview, Texas
2012 - 2012 CO-OP in Quality Engineering, STEMCO L.P., Longview, Texas



Philip Cowles, EIT, Graduate Engineer

EDUCATION

Bachelor of Science, Engineering Civil Concentration
Summa Cum Laude, LeTourneau University, Longview, Texas, 2013

LICENSES, REGISTRATIONS, CERTIFICATIONS

Engineer In Training, Texas, #48966
Certified Pool/Spa Operator Certification, NSPF

AWARDS AND HONORS

National Merit Scholarship Recipient
President's List / Dean's List

CONTINUING EDUCATION

Creating Value in Texas Construction Using Lime, Lime Association of Texas, Tyler, TX, September 2014
Nailing Down the Scope, PSMJ Resources Inc., Tyler, TX, May 2014
Contract Law for Architects & Engineers, WPL, Tyler, TX, March 2014
Concrete Admixtures Technical Review, BASF, Tyler, TX, February 2014

EXPERIENCE AND QUALIFICATIONS

Performed multi-state aquatic design including water parks, pools, splash pads, spray grounds, natatoriums, wave pools, and lazy rivers. Prepared geotechnical foundation recommendations and designed foundation systems for aquatic structures. Designed pool filtration systems including plumbing layouts and equipment rooms. Prepared detailed specifications for required aquatic

equipment including pumps, filters, and disinfection equipment. Performed hydraulic calculations for water features including weirs, vanishing edges, waterfalls, and artificial streams. Generated construction document for permitting and bidding of new construction, additions, retrofits and renovations. Conducted site visits to observe project progress and assist contractors. Participated in design team meetings and coordinated with other design professionals.

Performed site layout and planning. Prepared storm water pollution prevention plans. Designed storm sewer drainage systems and water runoff structures. Calculated flow rates of sewer system. Prepared grading plans for parking lots and building sites. Drafted utility plan layouts. Performed cut and fill volume calculations of earthwork for closure of landfill and repair of sewer lagoon. Conducted sampling of wells for metals testing. Surveyed existing sewer and water systems and drafted as built plans.

Prepared construction documents using AutoCAD Civil 3D. Provided color renderings using Google Sketchup. Created programs in Excel and SMATH to perform engineering calculations. Proficient in use of Microsoft Word.

PROFESSIONAL EMPLOYMENT HISTORY

- 2013 - Present Engineer In Training, The C. T. Brannon Corporation, Tyler, Texas
- 2012 - 2012 Engineering COSTEP, Indian Health Service, Office of Environmental Health and Engineering, Tempe, Arizona
- 2010 - 2010 Engineering Intern, Cobham Avionics, Prescott, Arizona

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Aquatic Projects

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www.brannoncorp.com; marketing@brannoncorp.com

About Us. Founded in 1977 our firm has always believed strongly in providing experienced civil engineering services to cities and counties throughout northeast Texas. Since that time The Brannon Corporation has evolved and extended into diversified fields such as aquatic design, but still maintained its civil engineering roots.

The popularity of aquatic facilities over the past three decades has provided the opportunity for The Brannon Corporation to engage several of its engineers in full-time aquatic design. Our aquatic design team at The Brannon Corporation works exclusively on aquatics projects – so aquatic design is not a “hobby” or “sideline” endeavor, but rather constitutes a very large portion of the work we do and how our company is shaped.

Responsibility. Company founder, Terry Brannon, was our first engineer engaged exclusively in the aquatic design field. He has practiced aquatic design for well over 30 years and still leads the team of aquatics engineers at the firm.

Our People. The Brannon Corporation is comprised of registered engineers, engineering interns, and civil/CAD technicians. The Brannon Corporation also has its own construction services manager on staff to help serve its clients in the construction administration phases of projects.

Professional engineers for The Brannon Corporation are currently registered to practice in Texas, Alabama, Arkansas, Colorado, Florida, Georgia, Louisiana, Mississippi, Missouri, New Mexico, Nebraska, Nevada, Oklahoma, and Virginia, and have reciprocity to secure licensing in most other states. Since 1977, we have provided successful aquatic design in well over 300 venues in these states.

Our Role. We've always felt our role in the design process is to be a partner to the client. We want to use our experience with aquatic design and construction to facilitate the design – never to dictate how the design will be. Each design is very different and has its own unique challenges – our role is to gain insight about the challenges and partner with the client to address these challenges and together produce an attractive and successful final product.

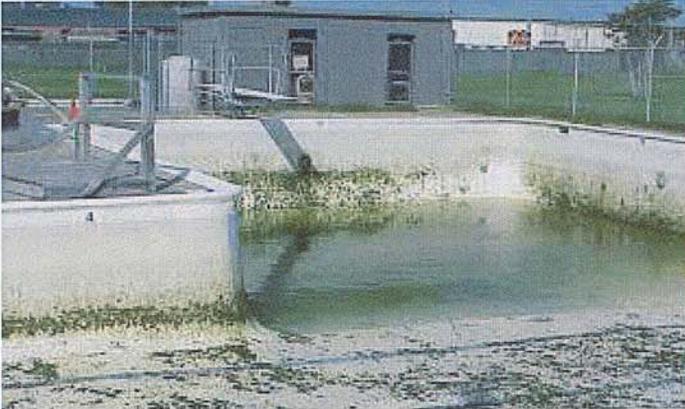
The design and consultation of many projects often includes complete design of the structures for the pools, plumbing and hydraulic design, design of the filtration and chemical treatment equipment, and selection of materials and finishes. The Brannon Corporation has worked diligently with the pool contractor on many projects to find the most appropriate solutions that will satisfy the general requirements of the project while still maintaining the project budget.



Aquatic Projects

Municipal Park Renovation Projects

Before - La Porte San Jacinto



After - La Porte San Jacinto



Before - Tyler Fun Forest



After - Tyler Fun Forest



Before - Nacogdoches



After - Nacogdoches



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Aquatic Projects

Dumas Municipal Aquatic Center, Dumas, Texas

Outdoor Recreational Pool, Lap Pool, and a Separate Sprayground.

\$2,200,000 Design and New Construction Project, Completed in 2009.



Specific Project Features:

The design intent during this project was to “upgrade” an existing, poorly-utilized municipal pool into a city aquatic center. The design included conversion of the existing lap pool into an 8-lane, 25-yard competition pool with stainless steel gutter, starting blocks, and two 1-meter diving boards.

In addition to the lap pool, a shallow water children’s pool with beach entry on all sides was included in the design. The children’s area includes multiple above-grade fountains and a multi-level play structure. In addition, the beach entry has a series of floor jets and sprays.

There are two large fiberglass slides that spiral down from a 24’ platform to runouts in the central area of the park.

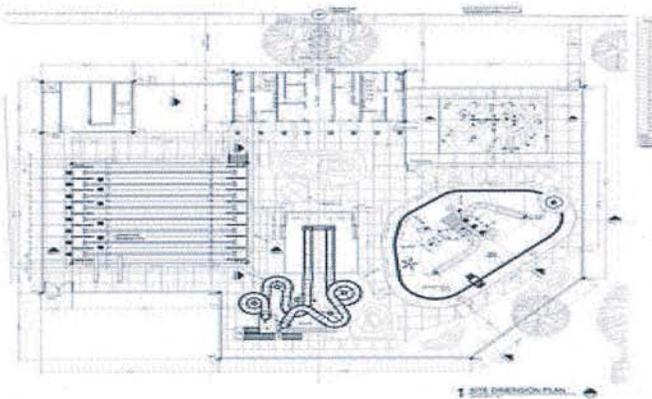
The site also includes a sprayground containing several above grade water fountains, and below grade floor jets.

Architect.: Witherspoon Architects
Lubbock, Texas

Pool Contractor: Sunbelt Pools
Dallas, Texas

Filtration Systems: Horizontal fiberglass high rate sand filters.

Chemical Treatment Systems: Calcium Hypochlorite



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Aquatic Projects

Frisco Municipal Recreation Center, Frisco, Texas

Indoor Lap Pool, Therapy Pool, Lazy River, Play Structure Pool (total surface area 7,385 s.f.).

Outdoor Play Structure Pool, Lagoon Pool, and Lazy River (total surface area 15,135 s.f.)

\$3,500,000 Design and Construction Project, Completed in 2006.



Specific Project Features:

The project contains such features as a 590-foot outdoor lazy river, a large waterslide tower with two slides (each of which pass over the river), a children's pool with a multi-level play structure, and two bridge structures that carry pedestrian traffic over the river.

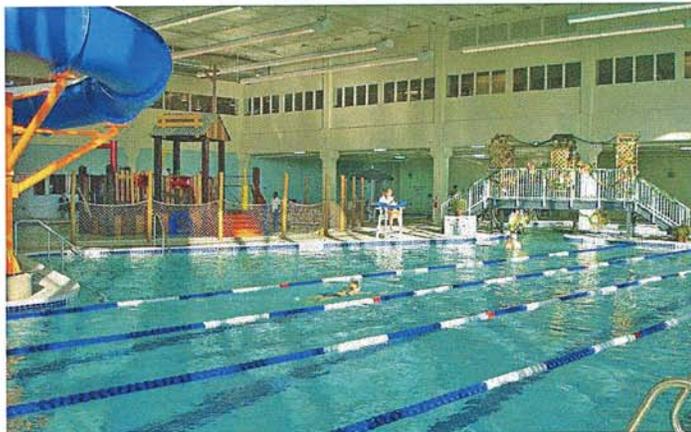
The indoor aquatic center contains a heated therapy pool with resistance swim jets and an accessible ramp, an indoor four-lane lap pool, a small lazy river attached to the lap pool, and a vortex pool.

In addition, the indoor portion of the aquatic center contains a children's pool with multi-level play structure, an indoor waterslide, and a pedestrian bridge which crosses the indoor lazy river.

Architect: HKS, Dallas, Texas

Construction Mgr.: Lee Lewis Construction

Pool Contractor: Texas Waterworks
Carrollton, Texas



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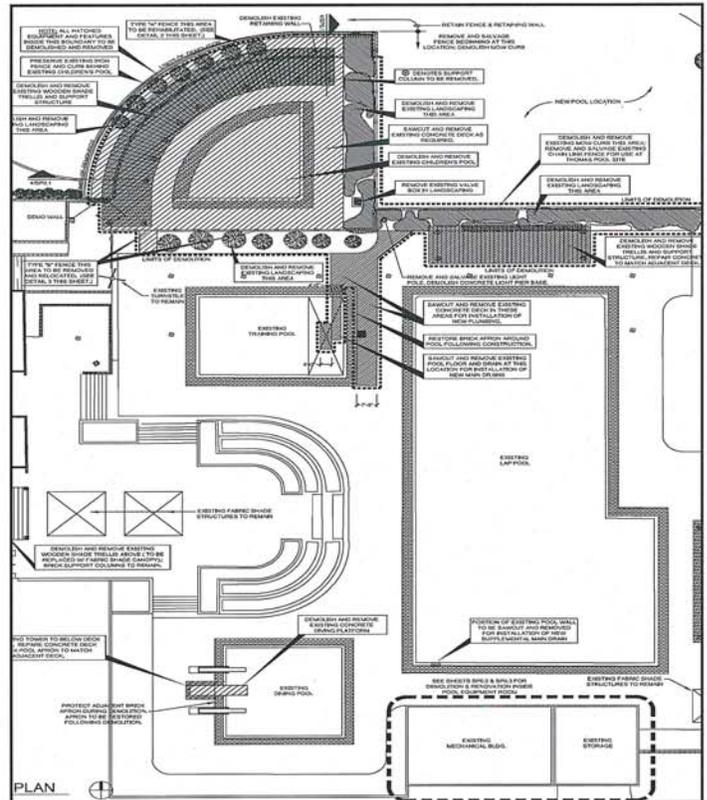


Aquatic Projects

Rosemeade Aquatic Center, Carrollton, Texas

Outdoor Lap Pool, Leisure Pool, Children's Water Park and Lazy River.

\$1,800,000 Renovation and New Construction Project, Completed in 2007.



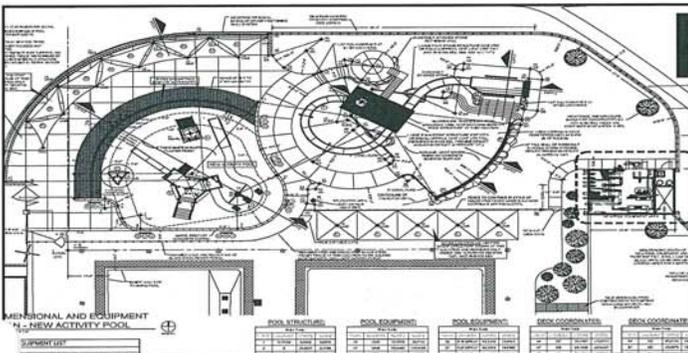
Specific Project Features:

This project involved the conversion of an existing children's wading pool into a children's waterpark.

Renovation of the existing pool included adding a new beach entry with floor jets, adding a multi-level play structure with various sprays, water shooters, and slides, and adding fabric shade structures around the site.

A large waterslide with a tipping bucket mounted on top of the slide tower splashes onto a shed roof structure above the slide. This creates a sprypad adjacent to the slide tower.

New equipment such as pumps, filters, plumbing and treatment systems were designed and installed. New finishes were added to each pool which include standard white marcite plaster, frostproof waterline tile, and slip-resistant tile on walking surfaces.



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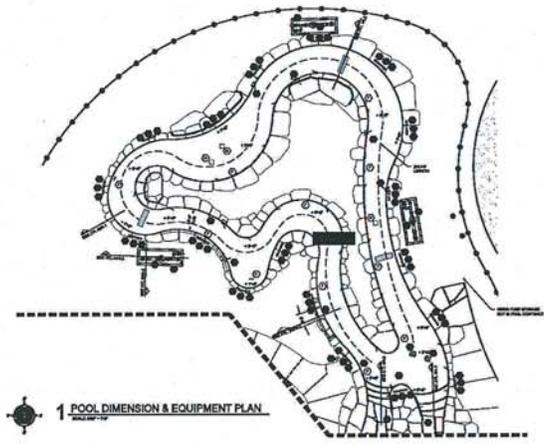
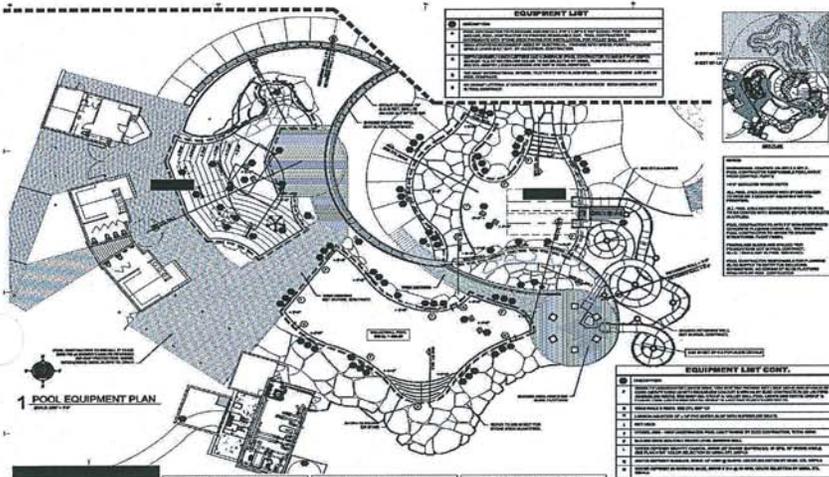
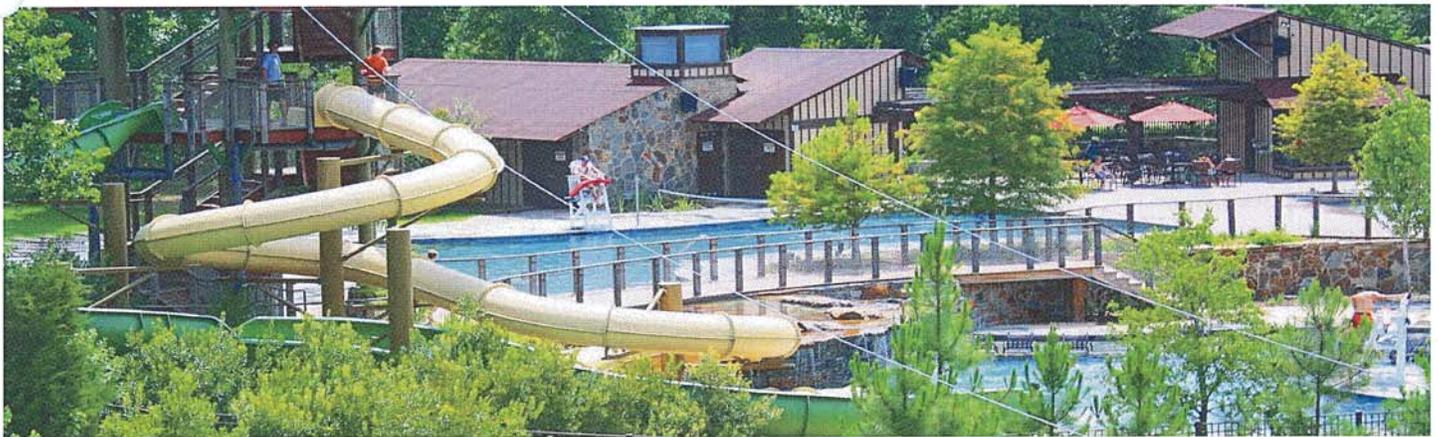
Aquatic Projects

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1321 S. BROADWAY, TYLER, TEXAS 75701

Allaso Ranch, Hawkins, Texas

A private outdoor retreat and recreation center with aquatic attractions covering two acres.





Aquatic Projects

SMU Dedman Center for Lifetime Sports, University Park, Texas

Indoor Lap Pool with Recreation Area (surface area 3,872 s.f.), Outdoor Interactive Fountain (1,760 s.f.).
\$500,000 Construction Project, Completed in 2004.



Specific Project Features:

The indoor pool has four 25-yard lap lanes, a stainless steel rollout gutter, and equipment for playing water polo and water volleyball.

The outdoor fountain has a beach entry with an SMU "pony" logo in the center of the pool floor. In addition, the fountain has multiple floor jets, and four waterfall walls that operate at different times during the day.



Construction Mgr.: Hahnfeld-Hoffer-Stanford
Ft. Worth, Texas

Pool Contractor: Sunbelt Pools
Dallas, Texas

Filtration Systems: Self-priming pumps, horizontal high rate sand filters, and gas heaters

Chemical Treatment Systems: UV Chlorination



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Aquatic Projects

Andy Alligator's Water Park, Norman, Oklahoma

Waterpark expansion to an existing Family Entertainment Center completed in 2011.

\$5,400,000 total project cost.



Specific Project Features:

The Waterpark added to the features of this existing family entertainment center which already offered a host of activities to the residents of the Norman area and surrounding Oklahoma communities.

The features of the Waterpark include:

- Flat Racer Slide
- Inner Tube Slide
- Rain-forest Multi-Play Structure
- 700' Lazy River with Beach Entry
- Office, Retail and Public Facilities including, a Full Service Kitchen, Group Shelter, Rental Shelters, Retail Center, Admissions/Office, Rest Room Facilities and parking.

Prime: The Brannon Corporation

Architect: Fitzpatrick - Butler Architects
Tyler, Texas



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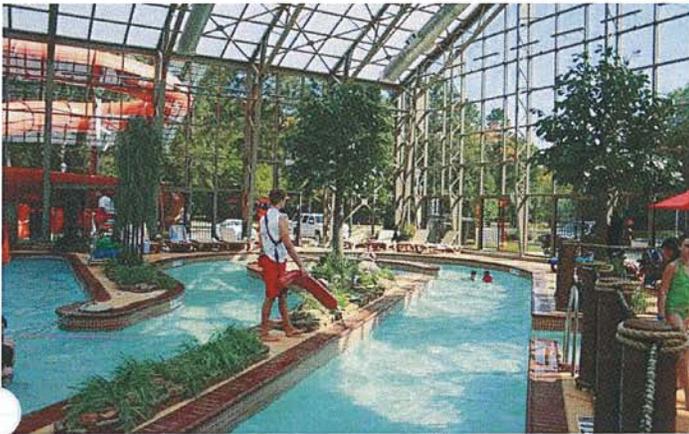


Aquatic Projects

The Villages Resort Indoor Waterpark, Flint, Texas

An Indoor Waterpark consisting of four pools, and indoor play structure and lazy river.

\$7,500,000 approximate total project cost, completed in 2011.



Specific Project Features:

The water feature included in this indoor park are a Wave Pool, Play Structure Pool, Slide Plunge Pool, and Vortex Pool, and Lazy River. There is a total of 37,900 total square feet in pool surface area.

Included in the project is a 40-foot tall slide tower with four different waterslides that transfer from the interior to the exterior of the building then wind their way back into the building. The children's pool has a custom play feature unit themed to resemble camping. The play unit has various slides, sprays and fountains. The wave pool has a custom roll out gutter entry and includes wave generating equipment capable of creating waves in excess of three-feet high. Two pedestrian bridges cross the lazy river to provide access across the site.

Contractor: Sunbelt Pools, Dallas, Texas

Filtration System: Horizontal self priming pumps, Horizontal high rate sand filters.

Chemical Treatment: Calcium Hypochlorite;
UV Sanitation

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Aquatic Projects

The Villages Resort Indoor Waterpark, Flint, Texas

An Indoor Waterpark consisting of four pools, and indoor play structure and lazy river.

\$7,500,000 approximate total project cost, completed in 2011.



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Aquatic Projects

Splash Kingdom Waterpark, Canton, Texas

New Construction of Waterpark completed in 2006.

\$7,500,000 approximate total project cost with 37,500 square feet in total surface pool area.



Specific Project Features:

Included in the project is a 60-foot tall slide tower with five different water slides including two speed slides and a "Tornado" bowl slide.

The children's pool has a custom play feature unit made of sculpted concrete and themed to resemble a sand castle. The play unit has various slides, sprays and fountains.

The wave pool has a large beach entry and includes wave generating equipment capable of creating waves in excess of three-feet high.

Two pedestrian bridges cross the lazy river to provide access across the site.

Pool Types: Outdoor Lazy River,
Outdoor Wave Pool,
Outdoor Children's Pool

Filtration Systems: Vertically mounted, flooded suction pumps, horizontal high rate sand filters

Chemical System: Calcium Hypochlorite

Pool Contractor: Texas Waterworks
Carrollton, Texas



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TAB E



MUNICIPAL PROJECTS

Edmond Recreation Center, Edmond, OK

Indoor Competition and recreational facility with Fully tiled 50 meter pools, 18,000 sq ft, fully tiled rec pool, Diving, two bulkheads, slides and play features. \$3.2M completed December 2013

General Contractor: Atlas General Contractors, Adam Bayles, Project Manager 405.606.6170

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Bob Word

Tom Muehlenbeck Center, Plano, TX

Municipal natatorium and water park with lap swimming, diving well, children's pool, splashpad and leisure pools. 18,000 square feet of surface area. \$2,300,000 project completed in September 2007

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Counsilman/Hunsaker. Carol Anderson 314 894-1245

Sunbelt Superintendent: Bob Word

West University Place Colonial Park, West University Place, TX

Municipal Multi Use facility with 10,200 square feet of surface area including 12 foot diving well, lap lanes, play structure and slide. \$1,400,000 project completed in May 2010

General Contractor: Tellepsen. Sam Hopkins 281 932-8561 shopkins@tellepsen.com

Aquatic Consultant: Water Technology Haley Panton 972 919-6122 hpanton@watertechnologyinc.com

Sunbelt Superintendent: Robert Morgan

North Richland Hills Recreation Center

Indoor recreational facility with 6,000 square feet of surface area, Rock climbing wall and large spa \$1,200,000 project completed in 2012

General Contractor: Byrne Construction, Jason Moore, 817.335.3394, jmoore@tsbyrne.com

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Robert Morgan

Camp Bowie Pool, Brownwood, Texas

Municipal multi use facility with 7,000 square feet of surface area including 12 ft deep competition pool, play and slide pools. \$920,000 contract. Complete in June 2010

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard , 314 894-1245

Sunbelt Superintendent: Bob Word

Killeen Lions Club Park, Killeen, Texas

Municipal water park with 14,000 square feet of surface area including 12 ft deep competition pool, play and slide pools. \$2,000,000 contract. Complete in May of 2009

Architect: Kimley-Horn and Associates. Adam Brewster, Mark Hatchel, 214 420-5600

Aquatic Consultant: Counsilman/Hunsaker. Darren Bevard , 314 894-1245

Sunbelt Superintendent: Lee Smith

10555 PLANO ROAD DALLAS, TEXAS 75238-1305

214 343.1133 1 800 548.9115 FAX 214 343.1201

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SUNBELT POOLS

Lewisville Aquatics Facilities

Municipal Water Park with 20,000 square feet of surface area including 12.6 ft deep competition pool, play and slide pools. \$2,400,000 contract completed in May of 2005

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Councilman/Hunsaker. Scott Hester, 314 894-1245

Sunbelt Superintendent: Robert Morgan

Trophy Club Sprayground, Trophy Club, Texas

Municipal sprayground with 4,200 square feet of surface area with multiple play features and sprays. \$450,000 contract plus installation of \$500,000 of owner purchased features. Complete in July 2010

Owners Representative: Adam Adams, aadams@ci.trophyclub.tx.us

Architect: Teague, Nail and Perkins, Inc. Nick Nelson 817 665-7120 nnelson@tnp-online.com

Sunbelt Superintendent: Josh Newton

Arlington Bad Konigshofen Water Park. Arlington, TX

Multi use family water park with lap swimming, diving well, children's pool, splashpad and slide. 8,800 square feet of surface area. \$1,300,000 project completed in January 2006

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970

Aquatic Consultant: Councilman/Hunsaker. Carol Anderson, 314 894-1245

Sunbelt Superintendent: Bob Word

Dallas Thurgood Marshall Family Aquatics Center (Bahama Beach). Dallas, TX

Municipal waterpark with 20,300 square feet of surface area. \$700,000 contract for all pool plumbing and equipment. Completed in May of 2005.

Architect: Kimley-Horn and Associates. Mark Hatchel, 214 420-5600

Aquatic Consultant: Councilman/Hunsaker. Scott Hester, 314 894-1245

Sunbelt Superintendent: Bob Word / Lee Smith

Fort Worth Marine Park Pool

Outdoor recreational facility with 6,500 square feet of surface area, slide and play features

\$1,000,000 project completed in 2013

General Contractor: Byrne Construction

Architect: Stephen Springs at Brinkley Sargent Architects 972 960-9970 ssprings@brinkleysargent.com

Aquatic Consultant: Councilman/Hunsaker. Darren Bevard DarrenBevard@chh2o.com 314 894-1245

Sunbelt Superintendent: Philip Collins

Eunice Municipal Pool, Eunice NM. 2008 - 7,800 sq ft. C.T. Brannon Corp

Brownfield Aquatic Center, Brownfield Texas 2008 -6,000 sq ft. Parkhill, Smith & Cooper

Dumas Municipal Swim Center, Dumas Texas. 2009 – 8,000 sq ft. C.T. Brannon Corp

Scurry County Towle Park Pool, Snyder Texas. 2009 C.T. Brannon Corp

University Park Curtis Park Sprayground. 2009 University Park Texas C.T. Brannon Corp

Fort Worth Sycamore Park Sprayground, 2008 Fort Worth Texas. Kimley Horn/Councilman Hunsaker

Dallas Ferguson Park Sprayground, Dallas Texas. 2009 Kimley Horn/Councilman Hunsaker

Forney Sprayground, Forney Texas. 2009 Schrickel Rollins and Associates

Huntsville Aquatic Facility, Huntsville Texas. 2006 7,700 sq ft. Aquatic Design Group

Mesquite Vanston Pool, Mesquite Texas 2006 Kimley Horn/Councilman Hunsaker

Grapevine Dove Park Pool, Grapevine, Texas 2013 Water Technologies

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214 343.1133 1 800 548.9115 FAX 214 343.1201

www.sunbeltpools.com robm@sunbeltpools.com

TAB F

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read RFQ # 15-031 and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this SOQ, that this SOQ has not been prepared in collusion with any other Respondent, and that the contents of this SOQ have not been communicated to any other Respondent prior to the official opening of this SOQ.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By:  Title: President

Typed Name: Rob Morgan Company Name: Sunbelt Pools

Phone No.: (214) 343-1133 Fax No.: (214) 343-1201

Email: Robm@sunbeltpools.com

Bid Address: 1309 E. Martin Luther King St. Bryan TX 77803
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-2167777

Date: March 4, 2015

END OF RFQ # 15-031