



EXHIBIT A

### INVITATION TO BID

The City of Keller, Texas (the City) is soliciting sealed bids for **Outdoor Swimming Pool Re-Plaster Services**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Bid Specifications.

**Bid Due Time/Date: 2:00 p.m., Friday, January 12, 2018**

**Recommended Pre-Bid Conference: Tuesday, December 12, 2017, 10:00 AM  
405 Rufe Snow Dr., Keller, TX 76248**

Designate on the front, lower left-hand corner of your response, the following:

**Bid Number: 18-002**

**Subject: Outdoor Swimming Pool Re-Plaster Services**

**Do Not Open-Bid Documents**

Bid Mailing: City of Keller  
Address: Purchasing Agent  
P.O. Box 770  
Keller, Texas 76244

Bid Courier: City of Keller  
Delivery address: Purchasing Agent  
1100 Bear Creek Pkwy.  
Keller, Texas 76248

For convenience at bid opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

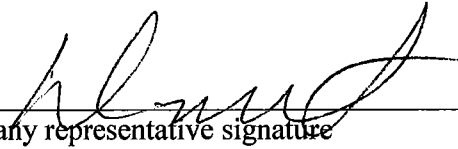
Total Cost: \$ 96,844.00 (dollars)

Total Cost (alternate): \$ 6,632.00 (dollars)  
(If Applicable)

Project start date: 1/22/2018 (date)

### CONTRACTOR INFORMATION:

Atlantis Pool Plastering, Inc.  
Company name  
7700 Hwy 71 W Suite 160  
Address  
Austin, TX 78735  
City, State & Zip  
512-243-6877  
Area code & telephone number  
atlantisplaster@aol.com  
E-Mail

  
Company representative signature  
Dennis M Watson  
Company representative printed name  
President  
Title  
1/11/2018  
Date

OFFICIAL SIGNATURE PAGE

\*\*\* THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED \*\*\*

days in accordance with guidelines set forth by the National Plasterers Council's "Swimming Pool Start-Up Procedures".

- j. Contractor will clean up the pool area of any and all construction debris and legally dispose of it at the Contractor's cost. A portable dumpster will be allowed at the site for the duration of the work at that site. Final walkthrough will include inspection of pool area for project debris.
- k. Contractor will install barriers or coverings to surfaces to reasonably prevent debris from entering the pool or getting onto the railings or other fixtures such as guard stands and shade structures during the refurbishment process.
- l. Contractor will also protect drainage systems and deck drains during the project. Contractor should not attempt to wash heavy materials or significant amounts of sand or plaster materials down the deck drains. A portable dumpster will be allowed at the site for the duration of the work at site.

### 3.03 Pre-fill Specification

- A. Start the circulation system as soon as possible using the main drain line. Do not start the system until the water level is above the return inlets. Circulate the pool continuously for the first three days in accordance with National Plasterers Council's "Swimming Pool Start-Up Procedures".
- B. On the first day test and record chlorine, pH, total alkalinity, calcium hardness and temperature levels to National Plasterers Council's "Swimming Pool Start-Up Procedures".

### 3.04 Warranty

- A. Contractor shall provide a five (5) year warranty (materials and workmanship) against plaster delaminating from the subsurface and cover any necessary repairs due to discoloration.

### **ALTERNATE BID ITEMS:**

This alternate bid item is in addition to the base scope of the project and would be required on an "as needed" basis. Bids for alternate bid item shall include costs required to complete work.

**Alternate Bid Item #1 - Repair and Resurface Existing Pebble Tec Zero Entry Beach Area.**

**Cost for Alternate \$\_\_\_\_\_.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-290723

Date Filed:  
12/05/2017

Date Acknowledged:

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

Atlantis Pool Plastering, Inc.  
Austin, TX United States

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

City of Keller

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

18-002  
Re-plaster swimming pool

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atlantis Pool Plastering, Inc.	Austin, TX United States	X	

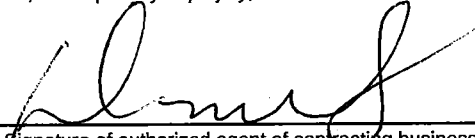
5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Dennis M Watson, this the 5th day of December, 20 17, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Amanda Rung  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**REFERENCES  
ATTACHMENT I**

**\*\*THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED\*\***

1. Company City of Midland (Washington Park Pool, Doug Russel Pool)  
Address 300 North Loraine Midland, TX 79702  
Phone 432-685-7370 Fax 423-685-7308  
Contact Laurie Williams  
E-Mail lwilliams@midlandtexas.gov
  
2. Company City of Keller  
Address 1100 Bear Creek Pkwy Keller, TX 76248  
Phone 817-743-4000 Fax No fax  
Contact Tony Farina  
E-Mail tfarina@cityofkeller.com
  
3. Company City of Round Rock (Rock N River Water Park)  
Address 800 Harrel Parkway  
Phone 512-341-3311 Fax No fax  
Contact Richard Will  
E-Mail richardwill@roundrocktexas.gov

cannot determine for the bidder whether or not the item(s) requested in the BID are taxable to the City. The bidder, through the bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

#### **47. TAXES, PERMITS, LICENSES**

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

#### **48. ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

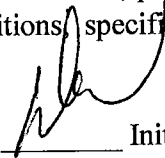
#### **49. COOPERATIVE PURCHASING**

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing will apply.

☒ Yes

☐ No

 Initial

**\*\*Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Atlantis Pool Plastering, Inc.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p><b>4</b></p> <div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <p style="font-size: 0.8em;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em;">1/11/2018</p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 08/29/2007

**\*\*THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED\*\***

# Factory Trained



Presents:

## ATLANTIS POOL PLASTERING INC.

Factory Trained on Diamond Brite, Diamond Brilliance, River Rok, Durazzo, and Ultra Pearl Brite Swimming Pool & Spa Finishes; Bond Kote, and Spray Deck Systems; and is authorized to offer appropriate SGM Inc. limited warranties where and when applicable.

November 2016 - November 2018



*Style*  
**SPRAY DECK**



**BOND KOTE**

**DIAMOND BRITE**  
EXPOSED AGGREGATE POOL FINISHES



**RIVER ROK**  
Natural Pebble Pool Finish



*Ultra*  
**PEARL BRITE**  
High-Performance Pool Plaster

1502 S.W. 2nd Place, Pompano Beach, FL 33069

Phone: 800.641.9247

Fax: 954.943.2288



December 18, 2017

**ADDENDUM #1**  
**To**  
**BID Number 18-002**  
**Outdoor Swimming Pool Re—Plaster Services**

**PLEASE REMOVE #44, PAGE 18, CRIMINAL HISTORY  
BACKGROUND CHECK/PROOF OF LEGAL RESIDENCY, AS THIS  
SECTION DOES NOT APPLY TO THIS BID.**

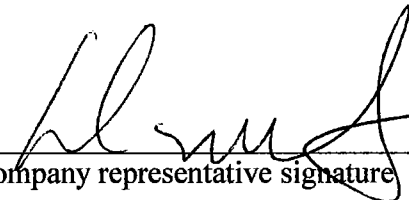
**CONTRACTOR INFORMATION:**

Atlantis Pool Plastering, Inc.  
Company name

7700 Hwy 71 W Suite 160  
Address

Austin, TX 78735  
City, State & Zip

512-243-6877  
Area code & telephone number

  
Company representative signature

Dennis M Watson  
Company representative printed name

President  
Title

1/11/2018  
Date

**\*\*\* THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID  
OR THE BID WILL BE REJECTED \*\*\***



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Atlantis Pool Plastering, Inc.

as Principal, hereinafter called the Principal, and Continental Casualty Company

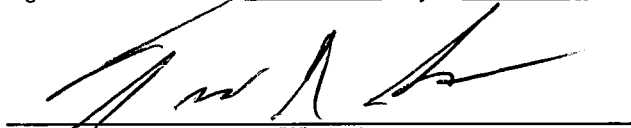
a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto City of Keller

as Obligee, hereinafter called the Obligee, in the sum of One thousand five hundred dollars and No/ 100 Dollars (\$ \$1,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Outdoor Swimming Pool Re-Plaster Services Bid/ Sol: 18-002

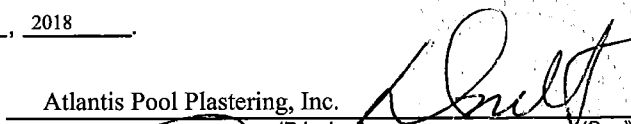
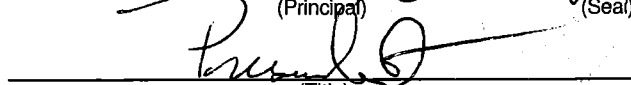
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this 12th day of January, 2018.

  
(Witness)

Atlantis Pool Plastering, Inc.

(Principal)

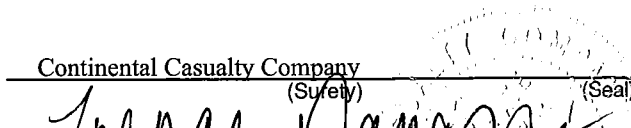

  
(Seal)  
  
(Title)

  
(Witness)

Kimberlee Friesenhahn, Witness

Continental Casualty Company

(Surety)

  
(Seal)  
  
(Title)

Trenae Donovan, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

## 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety  
333 South Wabash  
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety  
333 South Wabash  
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Kathy Sells, Steven W Lewis, Lanny Land, Trenae Donovan, Individually**

of Grapevine, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of September, 2017.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of September, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of January, 2018.

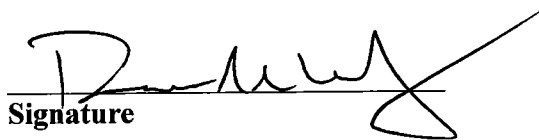


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

**CITY OF KELLER**  
**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications (Number 56-60). If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.

  
Signature

Dennis M Watson  
Printed name

Name of Company: Atlantis Pool Plastering, Inc.

Address of Company: 7700 Hwy 71 W Suite 160

City, State & Zip: Austin, TX 78735

### BID FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Bid Bond	<u>    X    </u>	<u>Yes</u>
2. Ack. Of Insurance	<u>    X    </u>	<u>Yes</u>
3. References	<u>    X    </u>	<u>Yes</u>
4. Signature Page	<u>    X    </u>	<u>Yes</u>
5. Conflict of Interest Questionnaire	<u>    X    </u>	<u>Yes</u>