



City of Fort Oglethorpe
Recreation and Leisure Services
500 City Hall Drive
Fort Oglethorpe, Georgia 30742
706.866.2544
www.fortogov.com

Invitation to Bid (ITB) #002-23:
Pool Resurfacing and Structural Repairs

1.0 Bid Requirements and Project Specifications

The City of Fort Oglethorpe hereby solicits and requests sealed bids for complete resurfacing and repair of structural leaks and expansion joint replacement to the Arlene Crye Municipal Pool located at 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742. The project consists of furnishing all materials, labor, tools, equipment, and services required for repairing leaks associated with a 60-foot structural crack in the pool floor, a 5-foot structural wall crack, and a 5-foot high by 18-inch wide area near a pool exit ladder as described in the specifications. Additionally, the project requires replacing approximately 48 feet of expansion joint material and replacing two main drain suction cover frames as described in the specifications

Bids for this project must be sealed and delivered in person, by mail, or overnight delivery service to:

City of Fort Oglethorpe
500 City Hall Drive
Fort Oglethorpe, Georgia, 30742
Attention: Kathy Bradley, Staff Accountant

All bids must be delivered to the City no later than Monday, February 13, 2023, at 2pm. Any bid received after this time will not be considered. The envelope shall state **"SEALED BID – ITB #002-23: Pool Resurfacing and Structural Repairs"** to prevent accidental opening. Bids will be read aloud at that time. An award will be made based on the lowest responsive and responsible bid that has met the requirements of this ITB. Bid price shall stand for 90 days from the due date of the bid.

Written inquiries concerning the project should be made to Kathy Bradley, Staff Accountant, at kbradley@fortoglethorpega.gov. All questions must be submitted in writing by Wednesday, February 8, 2023, at 2pm.

For complete details regarding this bid and to view the scope of work summary for **ITB # 002-23**, please view the project details at www.fortogov.com under the Bids and Proposals tab <https://fortogov.com/bids-and-proposals/>. A pre-bid meeting will be held at the project site on Wednesday February 1st and Friday February 3rd from 12-3pm. Contractors are encouraged to attend to view the project site, resolve any questions, and discuss the specifications requested.

1.1 **ITB #002-23: Pool Structural Repairs – Specifications**

The purpose of this specification is to describe materials, dimensions, and workmanship desired to repair leaks associated with structural cracking in the pool floor and wall, and to replace the expansion joint and main drain suction cover frames at the project site as specified below.

1.1.1 **Pool and Service Tank Resurfacing**

The successful bidder shall complete resurfacing of the Pool with Blue Quartz Diamond Brite finish, including:

- Racing Lane Tiles
- Wall Tiles
- Expansion Joint Tiles
- Deep End Tiles
- Acid Bath
- Neutralize It
- Apply Bond Coat to entire surface.
- Resurface Pool

1.1.2 **Structural Floor and Wall Crack**

The successful bidder shall repair leaks located within a structural floor crack approximately 60 feet in length and a structural wall crack approximately five feet in height as described in the following steps:

- Pump out water from pool.
- Saw cut and chip out approximately five inches of existing plaster each side of structural floor and wall crack. Dispose of all extracted plaster.
- Clean, prep, acid wash, and neutralize exposed floor and wall crack.
- Identify leaking areas and/or where staples should be inserted. Staple type shall be steel 'Torque Lock' brand structural staples. Drill holes where necessary for staple placement.
- Apply liquid steel epoxy into the drilled-out holes and exposed floor and wall crack. Insert structural staples and torque lock the cams. Let cure for 24 hours.
- Apply hydraulic cement over entire floor and wall crack area of repair. Let cure appropriately.
- Wash and bond coat over the cured floor and wall crack area of repair.
- Patch floor and wall crack area of repair with Blue Quartz Diamond Brite finish.

1.1.3 **Leak at Recessed Steps of Exit Ladder**

The successful bidder shall repair a leak located near the recessed steps of an exit ladder as described in the following steps:

- Pump out water from pool.
- Grind or chip out existing plaster approximately eighteen inches wide by five feet high located at and between the recessed steps of an exit ladder. Dispose of all extracted plaster.
- Clean, prep, acid wash and neutralize exposed crack or leaking area in concrete.
- Apply liquid steel epoxy into the crack or leaking area in concrete. Let cure for 24 hours.
- Patch all area of repair with Blue Quartz Diamond Brite finish.

1.1.4 **Expansion Joint**

The successful bidder shall replace an expansion joint approximately forty-eight feet in length as described in the following steps:

- Pump out water from pool.
- Saw cut and chip out approximately 48 feet of existing expansion joint material located near the deep end and spanning across the wall and floor of the pool. Dispose of all extracted expansion joint material.
- Clean, prep, acid wash, and neutralize exposed concrete.
- Prime exposed concrete with concrete primer and install appropriate size backer rod into the joint.
- Install 2" x 2" Cobalt Blue tiles on each side of the expansion joint spanning across the wall and floor of the pool.
- Install 'Thiokol' gun grade polysulfide joint sealant into the exposed, open area of the expansion joint. Ensure a smooth transition and flush finish with the pool wall and floor.

- Patch any areas of repair with Blue Quartz Diamond Brite finish.

1.1.5 **Main Drain Suction Cover Frames**

The successful bidder shall remove and replace two existing 18-inch by 18-inch main drain suction cover frames as described in the following steps:

NOTE: *The two main drain suction covers and frames will be provided by the City and are in compliance with the Virginia Graeme Baker Pool and Spa Safety Act.*

- Pump out water from pool.
- Saw cut and chip out area around existing two main drain suction cover frames. Remove old frames.
- Clean, prep, acid wash and neutralize exposed concrete.
- Apply a bond coating to exposed concrete. Set new drain cover frames.
- Apply hydraulic cement as necessary around newly placed frames. Let cure appropriately.
- Patch all areas of repair with Blue Quartz Diamond Brite finish.

1.2 **Other Specifications**

- 1.2.1 The contractor shall clean and pressure test all pipes, replace sand in filters, check filtering system for any and all leaks, check holding tank.
- 1.2.2 The contractor shall obtain all permits (this is a City project – fees are waived) and inspections as required by the City of Fort Oglethorpe Building Department, City of Fort Oglethorpe Ordinances, and the rules and regulations of any legal body having jurisdiction.
- 1.2.3 The contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- 1.2.4 Work is to be completed by Monday, May 1, 2023.
- 1.2.5 Warranties: Provide minimum one (1) year warranty on installation and workmanship. Include all manufacturer’s warranties covering project materials.

2.0 **Bid Submittal and Required Documents**

2.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)
- Bid Fee Form
- Execution of Bid Form
- Exception Sheet
- Affidavit of Non-Collusion
- Certificate of Insurance as described in Section 6.0 ‘Insurance Requirements’
- E-Verify Compliance – Georgia Security and Immigration Compliance Act Affidavit
- All other submittals as required per the specifications.

2.2 All referenced documents must be complete and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal and bid fee forms contained in these specifications to be considered.

2.3 Partial bids will not be accepted. The contractor must bid on all items listed above under Section 1.1 Pool Structural Repairs – Specifications.

2.4 Respondent understands that the City reserves the right to reject any or all bids. Award will be made based upon the most responsive and responsible bid that has met the requirements of this ITB criteria. **The respondent agrees that its bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.**

2.5 The contractor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation in order for their bid to be considered. Addenda will be published on the City’s website (www.fortogov.com) under the Bids and Proposals tab (<https://fortogov.com/bids-and-proposals/>).

3.0 **Quality Assurance Requirements**

- 3.1 Project Safety: The contractor is solely responsible for maintaining a safe work environment for the duration of the project.
- 3.2 The contractor is urged to use care on this project and leave the City property in pre-project condition.
- 3.3 The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or any subcontractor's actions or performances during this scope of work.

4.0 Terms and Conditions

- 4.1 All bids and supporting materials as well as correspondence relating to this ITB become property of the City of Fort Oglethorpe when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the bid is proprietary will not be honored.
- 4.2 All applicable State of Georgia and Federal Laws, City ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the respondent, the Contractor and project throughout and are herein incorporated. The Agreement with the contractor, and all questions concerning the execution, validity, or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- 4.3 Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- 4.4 Subcontractors as part of the project team must be licensed in the State of Georgia and shall be responsible for obtaining E-Verify Affidavits from his subs.
- 4.5 From the date the City of Fort Oglethorpe receives a respondents bid through the date a contract is awarded to a contractor, no respondent may make substitutions, deletions, additions or other changes in the configuration of respondent's bid.
- 4.6 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Fort Oglethorpe. All such materials shall remain the property of the City of Fort Oglethorpe and will not be returned to the respondent.
- 4.7 Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of the qualification package. However, the City of Fort Oglethorpe reserves the right to decide, on a case by case basis, its sole discretion, whether or not to reject such a bid as non-responsive.
- 4.8 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Fort Oglethorpe, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City of Fort Oglethorpe may have.
- 4.9 By submitting a bid package, the Contractor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 4.10 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the City of Fort Oglethorpe in the state of Georgia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.
- 4.11 It is understood and agreed between the parties herein that the City of Fort Oglethorpe shall be bound hereunder only to the extent of the funds available or which may hereafter become available from the purpose of this agreement.
- 4.12 Following review of all qualified bids, selection of a suitable Contractor, a recommendation will be made the City of Fort Oglethorpe Mayor and City Council by the project representative.
- 4.13 Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No bid will be considered unless it is accompanied by satisfactory evidence that the Contractor holds any and all necessary or required Federal, State or local licenses and/or permits.

Pursuant to O.C.G.A. § 13-10-91, all contractors and subcontractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Each respondent shall submit with its bid a copy of current Business License and/or Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this License, it will be required to obtain one with the City of Fort Oglethorpe if it is the awarded respondent.

- 4.14 The City of Fort Oglethorpe reserves the right to accept the lowest responsive & responsible bid that is determined to be in the best interest of the City of Fort Oglethorpe. The City of Fort Oglethorpe reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

5.0 Indemnification

- 5.1 The City of Fort Oglethorpe shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from services, of which, the City of Fort Oglethorpe is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.
- 5.2 The Contractor agrees to indemnify the City of Fort Oglethorpe and pay the cost of the City of Fort Oglethorpe legal defenses, including the fees of attorneys as may be selected by the City of Fort Oglethorpe, for all claims described in the hold harmless clause herein. Such payment on behalf of the City of Fort Oglethorpe shall be in addition to any and all other legal remedies available to the City of Fort Oglethorpe and shall not be considered to be the City of Fort Oglethorpe exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

6.0 Insurance Requirements

- 6.1 Contractor providing services under this agreement will be required to produce and maintain, at their own expense and without cost the City of Fort Oglethorpe, until final acceptance by the City of Fort Oglethorpe of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits: b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate: c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit: d) \$1,000,000 Commercial Umbrella policy.
- 6.2 The Contractor shall provide certificates of insurance to the City of Fort Oglethorpe demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City of Fort Oglethorpe as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City of Fort Oglethorpe.
- 6.3 This insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.
- 6.4 Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

7.0 Georgia Immigration & Compliance Act

- 7.1 Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the City of Fort Oglethorpe Government or a contractor of the City of Fort Oglethorpe Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.
- 7.2 Access to the authorization program to obtain an E-Verify number can be found at

e-verify.uscis.gov/enroll, the website operated by the U.S. Department of Homeland Security (USDHS). **FOR A BID TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE.**

Exception Sheet

ITB # 002-23: Pool Resurfacing and Structural
Repairs

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM
(Submit as the cover sheet)
(Submit a minimum of two copies)

City of Fort Oglethorpe Purchasing Department
500 City Hall Dr
Fort Oglethorpe, Georgia 30742
Attention: Kathy Bradley, Staff Accountant

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Do you have a business tax certificate/license issued in the state of Georgia? (Check one) Yes: _____ No: _____

From what City / County: _____

Tax Certificate / License #: _____ Federal Tax ID #: _____

Indicate legal form of ownership of bidder (statistical purposes only): Check one.

____ Corporation
____ Individual

____ Partnership
____ Other (Specify: _____)

BID FEE FORM

ITB # 002-23: Pool Resurfacing and Structural Repairs

Bidder Name: _____

Project Location: 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Fort Oglethorpe for this bid. Any exceptions are clearly marked on the Exceptions Sheet attached herein:

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (IF APPLICABLE)	TOTAL
Repair structural floor and wall crack	65 feet		
Repair leak at recessed steps of exit ladder	5 feet x 18 inches		
Replace expansion joint	48 feet		
Replace main drain suction cover frames	2		

TOTAL PROJECT BID \$ _____

ADDENDA ACKNOWLEDGEMENT

NOTE: Addenda will be published on the City's website (www.fortogov.com) under the Bids and Proposals tab (<https://fortogov.com/bids-and-proposals/>).

<p style="text-align: center;">ADDENDA ACKNOWLEDGEMENT</p> <p style="text-align: center;">My signature below confirms my receipt of all addenda issued for this proposal.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">*This acknowledgement is separate from my signature on the bid proposal form. My signature on the bid proposal form will not be deemed as an acknowledgement of addenda.</p>

Ability to complete project by May 1, 2023.

I certify this bid complies with the Bid Requirements and Project Specifications issued by the City except as clearly marked on the Exception Sheet.

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

EXECUTION OF BID

Date: _____

The respondent certifies the following by placing an "X" in all blank spaces:

_____ That this bid was signed by an authorized representative of the company.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That the respondent agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the opening, to furnish the items for the prices quoted within the timeframe required.

Company Name: _____

Address: _____

Contact: _____ Cell: _____

Email: _____

Authorized Representative /
Title
(Print or Type)

Authorized Representative

Date

AFFIDAVIT OF NON-COLLUSION

ITB #: 002-23: Pool Resurfacing and Structural Repairs

Location of Work: 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742

Contractor's State of: _____

Contractor's County of: _____

Being first duly sworn, deposes and says that he / she is

(sole owner, partner, president, secretary, etc. . .)

That the Proposed Fee is genuine and not collusive; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another person, to put in a sham bid, or that such other person shall refrain from responding to the Invitation to Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other respondent, or to secure and advantage against the City of Fort Oglethorpe, their City Council members, or any other person interested in the proposed contract; and, that all statements contained in said bid are true, and further, that such respondent has not directly or indirectly submitted this bid, or contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary Public in and for)

(County)

My commission expires _____, 20____

[NOTARY SEAL HERE]

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: The City of Fort Oglethorpe, GA 30742

Contractor's Name: _____

**STATE OF GEORGIA
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Fort Oglethorpe Government has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Fort Oglethorpe Government, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided or using a substantially similar form.

EEV/E-Verify™ User Id (Account) Number *

Date of Authorization

BY: Authorized officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent or Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS THAT WE (Contractor) _____

as Principal, hereinafter called the Principal, and (Surety) _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held, and firmly bound unto

City of Fort Oglethorpe, 500 City Hall Drive Fort Oglethorpe, GA 30742, Mayor Earl Gray

as Obligee, hereinafter called Obligee, in the sum of _____ Dollars (_____), or _____ (____%) percent of the amount bid, whichever is less,

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

Pool Resurfacing and Structural Repairs, 19 Van Cleve Street, Fort Oglethorpe, Ga 30742

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 _____ day of _____, 202__.

(Witness)

(Principal)

By: _____
(Title)

(Witness)

(Surety)

By: _____
(Title)

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS _____ [name of CONTRACTOR] (hereinafter called the "Principal") and _____ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto The City of Fort Oglethorpe (hereinafter called the "Owner") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the Pool Resurfacing and Structural Repairs, more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,
3. Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their fully authorized representatives this _____ day of _____, 202__.

(Principal) (SEAL)

(Witness)

By: _____
(Title)

(Surety) (SEAL)

(Witness)

By: _____
(Title)

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS that _____ [name of CONTRACTOR] (hereinafter called the "Principal") and _____ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto The City of Fort Oglethorpe (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the construction of a project known as Pool Resurfacing and Structural Repairs, as more particularly described in the Construction Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials; water, gas power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Construction Contract.
2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply

with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of _____, 202__.

Attest: _____ (SEAL)
(Principal)

By: _____
(Title)

Attest: _____ (SEAL)
(Surety)

By: _____
(Title)