



**City of Fort Oglethorpe  
Parks and Recreation Department  
500 City Hall Drive  
Fort Oglethorpe, Georgia 30742  
706.866.2544  
[www.fortogov.com](http://www.fortogov.com)**

**Invitation to Bid (ITB) # 001-21:  
Pool Structural Repairs**

**1.0 Bid Requirements and Project Specifications**

The City of Fort Oglethorpe hereby solicits and requests sealed bids for structural repairs 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: Chris Simpson, Director of Parks and Recreation**

All bids must be delivered to the City no later than Thursday, February 25, 2021 at 2pm. Any bid received after this time will not be considered. The envelope shall state **"SEALED BID – ITB #001-21: Pool 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 Chris Simpson, Director of Parks and Recreation, at [csimpson@fortoglethorpega.gov](mailto:csimpson@fortoglethorpega.gov). All questions must be submitted in writing by Friday, February 19, 2021 at 2pm.

For complete details regarding this bid and to view the scope of work summary for ITB # 001-21, please view the project details at [www.fortogov.com](http://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 Monday, February 15, 2021 at 2pm. Contractors are encouraged to attend to view the project site, resolve any questions, and discuss the specifications requested.

## 1.1 **ITB #001-21: 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 **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.

### 1.1.2 **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.

### 1.1.3 **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.

### 1.1.4 **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 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.
- 1.2.2 The contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- 1.2.3 Work is to be completed within 60 DAYS after Notice to Proceed.
- 1.2.4 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](http://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 respondent's 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 Catoosa County 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 to the City of Fort Oglethorpe Mayor and City Council by the project representative.
- 4.13 The 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 the 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 and 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 The contractor providing services under this agreement shall be required to produce and maintain, at its 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. The 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](https://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 # 001-21: Pool 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: Chris Simpson, Director of Parks and Recreation

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 # 001-21: Pool 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](http://www.fortogov.com)) under the Bids and Proposals tab (<https://fortogov.com/bids-and-proposals/>).

<p style="text-align: center;"><b>ADDENDA ACKNOWLEDGEMENT</b></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>
--

Time required for delivery after receipt of notice to proceed: \_\_\_\_\_ weeks.

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 #: 001-21: Pool 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 data 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