



INVITATION TO BID (ITB)

**POOL & SPLASHPAD AT  
FANNIN COUNTY RECREATION COMPLEX  
AT BLUE RIDGE CITY PARK**

PARK LOCATION:  
350 GRAY STREET  
BLUE RIDGE, GA 30513

Bid Due Date: July 18, 2023

Pre-Bid Meeting: June 29, 2023

Deadline for Questions: July 10, 2023

**REQUEST FOR BIDS  
POOL & SPLASHPAD AT  
FANNIN COUNTY RECREATION COMPLEX  
AT BLUE RIDGE CITY PARK**

Fannin County, Georgia is requesting bids for site improvements at the Fannin County Recreation Complex Blue Ridge City Park, 350 Gray Street, Blue Ridge, Georgia.

Sealed Bids are due to the Fannin County Board of Commissioners no later than **2:00 PM on Tuesday, July 18, 2022** at 400 W. Main St., Blue Ridge, GA 30513. Bidders shall write “**SEALED BID FOR POOL & SPLASHPAD**” in bold letters on the outside of the sealed envelope containing their bid.

**Pre-Bid Meeting:** There will be a Pre-Bid meeting with subsequent site visit on **Thursday, June 29, 2023 at 10:00am** at the Recreation Offices at 370 Tom Boyd Road, Blue Ridge, GA 30513. The meeting is not mandatory, but all bidders are strongly encouraged to attend and visit the site prior to submitting a proposal.

Fannin County reserves the right to accept or reject any or all Bids and award in the best interest of the County. In the event proposals are not in alignment with the available funds for this project the County may negotiate with the lowest responsible bidder to award a contract that meets the needs of the County. In the event negotiations with the lowest responsible bidder are not successful, the County may enter into negotiations with the next lowest responsible bidder until an agreement with a Bidder is reached. In the event negotiations are unsuccessful with all responsible bidders, the County reserves the right to cancel the Bid and reissue it at another time.

**Bid Documents:** Bid documents, consisting of drawings and specifications, are available in PDF format from the offices of LDDBlueline. Contact Brian Heinlein at [brian.heinlein@lddbline.com](mailto:brian.heinlein@lddbline.com) or Dave McCauley at [dave.mccauley@lddbline.com](mailto:dave.mccauley@lddbline.com) to provide information in order to receive the bid documents.

**Questions:** All questions or requests for additional information must be received in writing by **2:00pm on July 10, 2023**, to the offices of LDDBlueline via email. Contact Brian Heinlein at [brian.heinlein@lddbline.com](mailto:brian.heinlein@lddbline.com) or Dave McCauley at [dave.mccauley@lddbline.com](mailto:dave.mccauley@lddbline.com). Questions must be received by the deadline noted above in order to be considered. An addendum will be issued with answers to questions as soon as possible after the deadline for questions.

Bidders shall include the following provided items in their submittal:

- Acknowledgement that they have thoroughly reviewed the design documents and take no exceptions
- Bid Form
- Vendor Questionnaire
- Client Reference Sheet

## PROJECT DESCRIPTION

The Project to be bid is the construction of a new pool & splashpad complex at the Fannin County Recreation Complex. Work shall include all items indicated on the drawings and described in this document.

The following outline of work to be performed is a brief description of what is shown on the Contract Documents and is not meant to be inclusive of all items. The Bidder is responsible for thoroughly reviewing the Contract Documents and for providing all materials and labor necessary to provide the design.

The project consists of the construction of a multi-purpose pool, splashpad, 1-story pool house, and 1-story pool mechanical building and associated site work located in Blue Ridge, Georgia. The project includes all work shown on the drawings and specifications to include, but not be limited to, the following items:

- An approx. 3,330 sq. ft. outdoor multi-purpose pool with an 4-lane x 25-yard lap lanes with a slide, zero-depth entry pool with splash features.
- An approx. 1,710 sq. ft. outdoor splashpad with a combination of above ground and below ground splash features.
- An approx. 1,820 sq. ft. pool house consists of CMU walls (split-face & smooth-face), cementitious board siding, concrete slab w/ thickened slab edges, wood pre-engineered roof trusses, heavy timber wood brackets, and a metal roof. The interior spaces include a lobby, front desk, office, family restroom, men's and women's restroom/shower/changing area, and concession.
- An approx. 630 sq. ft. pool mechanical building consists of CMU walls (split-face & smooth-face), cementitious board siding, concrete slab w/ thickened slab edges, wood pre-engineered roof trusses, heavy timber wood brackets, and a metal roof. The interior spaces include a pool mechanical room and two chemical rooms.
- Site development including grading, stormwater management infrastructure, utilities, site lighting, entry stairs, fencing, hardscape, and basic landscaping.

## GENERAL INSTRUCTIONS

1. All Bids must be delivered to the Fannin County Board of Commissioners no later than **2:00 PM on Tuesday, July 18, 2023** at 400 W. Main St., Blue Ridge, GA 30513.

Hard copies of Bids must be received by the time and date noted in order to be considered. Delivery services may be used at the risk of the Bidder. Bids that are received later than the specified time and date will not be considered.

2. Fannin County reserves the right to waive any and all technicalities, formalities or irregularities. The County may reject any or all Bids and make an award to the lowest responsive and responsible bidder as determined by the County. The County may reject the proposal of any vendor that has previously failed to perform to the Counties satisfaction or who the County determines is not capable of performing the required tasks for completion of this project.
3. The provided Bid form must be utilized and all sections must be filled in.
4. Bidders must provide proof of a current occupational license issued by an agency from within the State of Georgia or one of the contiguous States.
5. Bids may be withdrawn by written request that is received prior to the time and date of the Bid Opening.

## **SPECIAL INSTRUCTIONS**

### **1. SCOPE REDUCTION CLAUSE**

The County reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Contractor's Bid is higher or lower than the budgeted amount for the Project. The County, at its sole discretion, reserves the right to negotiate an increase or decrease in the scope of work with the selected Contractor.

### **2. ADDITIONAL WORK**

The County reserves the right to add additional work to the Contract, with the agreement of the Contractor. Additional work would be awarded based on the prices noted in the Schedule of Values as submitted by the selected Contractor for the Project.

### **3. SCHEDULE OF WORK**

All work shall be scheduled around the County's need to begin using the facility by May 24, 2024, for use during the summer season. The contractor will coordinate scheduling of work hours with the County and scheduled events in the remainder of the park, which will remain open during the construction period.

### **4. BID, PERFORMANCE AND PAYMENT BONDS**

All Bidder's must submit a Bid Bond with their Bid. The Bid Bond shall be for five percent (5%) of the bid amount. Performance and Payment Bonds are required prior to issuance of a notice to proceed. Performance and Payment Bonds shall each be in an amount equal to one hundred percent (100%) of the Contract amount. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating of B+ or higher. Should the contract amount be increased, the bond amounts shall be increase by a like amount.

### **5. INSURANCE REQUIREMENTS**

Bids must be accompanied by a Certificate of Insurance in compliance with the minimum requirements of the State of Georgia to include worker's compensation. The insurance provider must have an A.M. Best rating of B+ or higher. Upon Bid Award, the Contractor shall present a certificate naming Fannin County as Additional Insured. The Contractor shall be responsible for all injuries or damages to persons or property of any kind resulting from his work. The minimum insurance requirements are as follows:

- a. Commercial General Liability: \$500,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage of premises/operations, products/completed operations, independent Contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using as excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). The policy shall include a per location/per project aggregate, and completed operations coverage provided for a period of five (5) years after completion of the Work and receipt of final payment.

- b. Commercial Automobile Liability (owned, non-owned and hired): \$500,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- c. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day written notice must be sent to the County not less than 30 days in advance.

#### **6. INDEMNIFICATION**

Contractor shall assume the obligation to indemnify and hold harmless the County, its officers, employees, engineers, associates, agents, subcontractors and representatives against any and all claims, damages, suits, fees, judgements, costs, expenses (including attorney's' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract; and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of the Contractor. The County may review disputes and the County's decision is final.

#### **7. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**

The Contractor shall be in compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91) and further updated in House Bill 87 and Senate Bill 160, all Contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to Contractor and sub Contractor stating affirmatively that the Contractor and any sub Contractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this Bid and must be signed and provided with the Proposal submission. An individual, or company with no employees, should complete the Contractor Affidavit and include a copy of a principal's drivers' license or passport to verify U.S. citizenship.

#### **8. PERSONNEL**

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned.

With respect to any individual performing services hereunder that the County believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the County from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the County's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the County's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to County property, and (ii) remove such individual of his or her responsibility of providing services to the County.

## **SPECIAL TERMS AND CONDITIONS**

In the event there are any discrepancies between the following provisions and other provisions in the bid and contract documents, the following provisions shall prevail:

### **1. PERMIT FEES**

The Contractor shall not be responsible for the payment of permit fees for performing the work in accordance with the design documents.

### **2. EROSION, SEDIMENTATION AND POLLUTION CONTROL MAINTENANCE**

The Contractor is solely responsible for installing and maintaining erosion, sedimentation, and pollution controls for the project. No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly installed and maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency shall be the responsibility of the Contractor.

The contractor is the operator and solely responsible for compliance with all aspects of the erosion control including installation, inspections, and maintenance. Copies of all inspections, reports, submittals, etc. shall be provided to the Owner. Any enforcement actions, including fines, issued by regulating authorities for failure to comply with the terms of the permit or due to any other issues related to erosion control are the responsibility of the Contractor.

### **3. CONTRACT DRAWINGS**

Contractor will receive a pdf copy of the design documents from the Owner. The Contractor shall be responsible for ensuring that the drawings are printed to scale. Additional sets of design documents for Contractor's use during construction may be purchased from the Consultant at no cost to the Owner.

CAD files of the drawings may be made available to the Contractor if requested to aid in construction layout. Note that the drawings have been prepared in a 2D CAD format and topographical information is in graphic form.

### **4. APPROVED VENDORS**

All references to vendors and "approved manufacturers" are included for description of quality and content of the designated equipment/materials as basis of design. Alternate items may be accepted if they meet all standards of quality and purpose for the intended use, as determined by the Owner unless specifically noted otherwise. The Owner's decision is final in all matters regarding substitutions.

Substitution or equal product requests will not be considered during the bidding period. However, it is the intention to allow equal products to be bid and incorporated into the project provided they meet all standards of quality and purpose of the intended use. Substitutions or equal products will be considered after award during the submittals process.

**5. SUPERVISION**

There shall be at least one designated employee in a position of responsibility representing the Contractor on site at all times when work is being performed. Responsibilities of the designated employee include, but are not limited to: planning, supervising, coordinating and inspecting all work by the labor force; acting as the primary liaison with the Owner; discussing the work with the Owner and regulating authorities; and translating from English to the language used by the workforce. Refer to the Contract for Construction for additional information.

**6. INCLIMATE WEATHER DAYS**

The following inclement weather calendar days shall be anticipated and have been included in the time period given for project completion. The Contractor shall begin work as soon after the earliest start date given as possible so that the completion deadline can be met.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	3 days
May	4 days	November	5 days
June	3 days	December	9 days

**7. CONTRACTOR EXPERIENCE**

Bidder shall have completed construction of a minimum of three (3) projects of similar size (or larger) and complexity within the past five (5) years and submit current reference contacts on the enclosed form with the bid.

The purpose of requiring the submittal of previous experience is to ensure that the contract is awarded to a firm capable of properly executing the work involving elements required by this project. If the bidder feels that the bidder's experience on other types of projects demonstrates that the bidder or a combination of bidder with the proposed subcontractors demonstrates similar experience, additional information explaining the qualifications may be submitted.

**8. COORDINATION OF SUBCONTRACTORS AND DOCUMENTS**

The General Contractor is responsible for becoming familiar with the requirements of all construction documents, which includes drawings, bid and contract documents, specifications and all addenda.

Letter prefixes for each drawing sheet indicating the engineering discipline are for convenience only. Information affecting the scope of work for all trades will be found throughout all documents and is not limited to only those documents with the appropriate letter prefix. The General Contractor is responsible for providing subcontractors all necessary information and drawings.

The drawings and specifications are complementary to each other and what is called for by one shall be as binding as if called for by both. In a discrepancy exists between the



drawings and specifications, the discrepancy with the higher cost shall govern. The Owner shall be notified of the discrepancy.

**9. PAYMENT FOR GRASSING & STABILIZATION**

Final payment and release of retainage will not be made until establishment of permanent grass over 100% of the project is acceptable to the Designer and the County. Final payment and release of retainage will not be made until the permanent stabilization has been established and accepted by the Owner.

**10. SCHEDULE OF VALUES**

The winning Bidder shall provide a detailed Schedule of Values prior to beginning work. The cost breakdowns included in the Schedule of Values shall, at a minimum, include separate categories for demolition, grading, paving, storm drainage, fencing and landscaping. Further itemized breakdowns shall be provided within each category. The accepted Schedule of Values will be used to determine pay request amounts as a basis for negotiations regarding changes to contract value due to changes in scope of work.

**11. CONSTRUCTION LAYOUT**

The Contractor is responsible for all construction layout and control for the project. Layouts of construction items must consider all elements of the Work adjacent and/or in close proximity; e.g. catch basins must be located for proper relationships with curb and gutter, etc.

The Contractor shall proceed with construction layout in such a manner that discrepancies between construction items, existing built features and site conditions that are in conflict with the plans may be examined by the Owner prior to construction of items in conflict. Failure to notify the Owner of conflicts prior to constructing items will result in all remedial actions being paid for by the Contractor including but not limited to additional materials, reinspection fees, professional service fees and survey cost by all parties to the projects.

**12. EARTHWORK**

Contractor is responsible for all grading shown on the plans, unless noted otherwise. The Contractor shall conduct his own quantity take off based on the Bid Documents. Earthwork related quantities shown on the plans (if any) are provided for reference only and shall not be utilized for bidding purpose. Any haul off of excess materials or import of materials needed to complete the grading shall be by the contractor. The Contractor is responsible for hauling the soil materials. Should the contractor import materials from any another site, the contractor shall provide sample(s) to the materials testing firm for testing and approval.

**13. ACTIVE FACILITIES**

The park will remain open at all times. There is a walking/jogging path around the exterior of the fields that shall remain open when it is safe to do so. The Contractor shall coordinate with the Owner when sections of the path must be closed to perform work near it or for other safety reasons. The Contractor is responsible for providing and maintaining temporary signage that explains closures to park users.

Other areas of the park will remain open, including the parking lot. The Contractor shall take care to consolidate material storage, equipment parking and other construction related items so that park users are inconvenienced to the least extent possible.

**14. AS-BUILT DRAWINGS AND DOCUMENTATION**

The Contractor shall document the location and depth of all underground work and provide a clean, high resolution, clearly legible scan of a red-line drawing that includes all information. The original red-line drawing shall also be provided to the Owner once the digital file has been reviewed and accepted.

A separate as-built document shall be prepared for the irrigation system. The as-built shall show all valves, zones, water lines and other items necessary for the operation and maintenance of the system. The drawing shall be neat and clearly legible. Provide all Owners Manuals, Warrantees and other items to the Owner at the completion of work.

**15. FINAL ACCEPTANCE**

Once the work is considered by the Owner to be substantially complete, all warranty periods will begin. It is incumbent upon the Contractor to apply to the Owner for substantial completion so that a punch list can be prepared and Substantial Completion can be verified.

**16. OMISSIONS**

Omissions and Errors from the drawings, and /or specifications, or the miss-description of details of work which are manifestly necessary to carry out the intent of the drawings and/or specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

**17. ADDENDA**

The County will take reasonable steps to ensure that known perspective bidders have all applicable addenda. **However, it is the ultimate responsibility of the bidder/proposer to ensure that they have all applicable addenda prior to bid/proposal submission.** All bidders/proposers are encouraged to contact the County prior to finalizing their submission.

# **BID FORM**

## **POOL & SPLASHPAD AT FANNIN COUNTY RECREATION COMPLEX AT BLUE RIDGE CITY PARK**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

The company named above submits the following bid prices for the improvements for the Pool & Splashpad at the Fannin County Recreation Complex at Blue Ridge City Park. By submitting this bid, the bidder agrees to provide all items described in the Design Documents and further described in the Request for Bid.

**BASE BID:** The undersigned Bidder agrees to perform all Work as specified or indicated in the Bidding Documents for the following price:

BASE BID \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**BID ALTERNATE #1:** Delete the Life Floor surfacing material from the Splashpad and provide a medium-broom finish, concrete surface as the finished material:

BID ALTERNATE #1 \$ \_\_\_\_\_

**BID ALTERNATE #2:** Delete the slide and its associated pump from the scope of work. Piping from the Pool Mechanical building to the pool deck will still be installed but with a flush cap at the pool deck and extend 6" above the floor in the building.

BID ALTERNATE #2 \$ \_\_\_\_\_

This Bid Form is submitted and signed by a person authorized to do so.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **ACKNOWLEDGEMENTS**

## **POOL & SPLASHPAD AT FANNIN COUNTY RECREATION COMPLEX AT BLUE RIDGE CITY PARK**

Bidder has examined and studied the following Addenda, receipt of which is hereby acknowledged:

<b><u>Addendum No.</u></b>	<b><u>Addendum Date</u></b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ We further acknowledge that we have reviewed all of the Design and Bid Documents for this project and that we **take no exceptions.**

**OR**

\_\_\_\_\_ We further acknowledge that we have reviewed all of the Design and Bid Documents for this project and that we **do take exceptions.** An itemized list of exceptions is attached.

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

# VENDOR QUESTIONNAIRE

## POOL & SPLASHPAD AT FANNIN COUNTY RECREATION COMPLEX AT BLUE RIDGE CITY PARK

1. NAME OF COMPANY

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2. HOW LONG HAS YOUR COMPANY BEEN IN BUSINESS?

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3. DESCRIBE THE TYPE(S) OF PROJECTS YOUR COMPANY HAS COMPETED IN THE PAST FIVE (5) YEARS.

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4. HOW MANY FULL-TIME EMPLOYEES DO YOU HAVE?

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5. NOTE HOW MANY LOCATIONS YOU HAVE AND PROVIDE THE ADDRESS OF THE LOCATION THIS WORK WOULD BE PERFORMED FROM.

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6. HAVE YOU PERFORMED SIMILAR WORK FOR OTHER GOVERNMENT AGENCIES IN THE PAST THREE (3) YEARS? IF SO, NAME THE PROJECT, LOCATION AND VALUE OF THE MOST RECENT PROJECTS (UP TO 3 TOTAL)

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## REFERENCES

### POOL & SPLASHPAD AT FANNIN COUNTY RECREATION COMPLEX AT BLUE RIDGE CITY PARK

Provide a minimum of three (3) references from previous clients for projects with similar scope. **It is the bidder's responsibility to verify that all contact information is current and correct.** Attach clearly titled additional sheets if desired.

Organization \_\_\_\_\_  
Full Address \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Project Description, Completion Date, Contract Amount  
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\_\_\_\_\_  
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Organization \_\_\_\_\_  
Full Address \_\_\_\_\_  
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