

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

**City of Independence**

#### **SECTION ONE – GENERAL PROVISIONS**

1. **ADVERTISEMENT:** By order of the City of Independence, as authorized by the Mayor, a “Notice to Contractors” of the proposal to “Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite” for the City of Independence was advertised as appears in the Cleveland Plain Dealer under dates of January 2, 2023 and January 9, 2023. Copies of the specifications, and blank forms of the proposals, bonds, contracts, can be obtained by the prospective bidders at the Office of the Clerk of Council, at 6800 Brecksville Road, Independence, Ohio 44131. To the extent reasonably applicable and as determined by the City, all bids shall comply with Chapter 158 of the City’s Codified Ordinances.

2. **BIDS:** Sealed bids, endorsed “Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite” for the City of Independence, Ohio, will be received at the Office of the Clerk of Council, at 6800 Brecksville Road, Independence, Ohio 44131, until 10:30 a.m., January 17, 2023, and will be publicly opened and read.

3. **FORM OF BID:** Every bid attached hereto must give the price of each item bid on, in figures, and must contain the full name of every person, firm, or corporation interested in the bid, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the bid must give the name of the state in which it is incorporated. All alternates must be bid.

4. **NAME OF BIDDER:** Each bid must be clearly signed and notarized with the full name and address of each person, firm, or corporation interested in it. In case of a partnership, the firm name and address, and name and address of each partner must be given. In the case of a limited liability corporation, the name and address of each member must be given.

5. **SIGNATURE OF BIDDER:** The bidder must sign the firm, corporate, or individual name of the bidder in the space provided for the signature on the bid form. In the case of a corporation or limited liability corporation, the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership or limited liability partnership, the signature of at least one of the partners must follow the firm name, using the term “partner of the firm.” In case of an individual, using the term “doing business as \_\_\_\_\_”, or “sole owner”.

6. **NON-COLLUSION AFFIDAVIT:** Each bidder is required to submit with his bid, an affidavit stating that neither they nor their agents, nor any other party for them has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to obtain the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided by the City, which is Attachment B hereto.

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

7. SPECIFICATIONS TO BE PART OF CONTRACT: Specifications, statements, and proposals which accompany the bid, which are accepted, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into for the purchase of any material or work or both, herein anticipated by the City.

8. EXPLANATIONS WRITTEN AND ORAL: Should a bidder find discrepancies in or omissions from the invitation to bid or specifications, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City, in writing, and the City will send written instructions to all bidders. The City will not be responsible for any oral instructions. Written questions regarding the Invitation to Bid shall be sent to the Clerk of Council, City of Independence, 6800 Brecksville Road, Independence, Ohio 44131, and received at least five (5) business days before the date of the bid opening.

9. WITHDRAWAL OF BID: No bid will be allowed to be withdrawn after it has been deposited with the City except as provided in Section 158.11 of the Codified Ordinances of the City.

10. REJECTION OR ACCEPTANCE OF BIDS: The City reserves the right to accept or reject any and all bids, including any part, parts, or portion of any bid submitted and to award a contract to other than the lowest bidder. In awarding a contract, the City will accept the most economical and best bid. The City also reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind may be rejected, and the City reserves the right to waive any irregularity. In case of any discrepancy between the price written in the bid and that given in figures for any item, the lower price will be considered as the bid.

11. UNACCEPTABLE BIDS: No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to the City or has failed to perform faithfully any previous contract with the City. Further, although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the proposal:

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

- A. Evidence of collusion among bidders;
- B. Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors;
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
- D. Default on the previous municipal contract for failure to perform;
- E. Failure to submit with the bid an executed Acknowledgement Agreement;
- F. Submission of more than one proposal from an individual, a firm, or partnership, a corporation or an association under the same or different names;
- G. Unbalanced prices; and
- H. Failure to demonstrate that the surety company upon which the bonds furnished to the City of Independence in conjunction with the bid and work described are written satisfies the requirements for sureties set forth herein.

12. EVIDENCE OF ABILITY TO DO WORK: Bidders must present evidence to the City, when required by it, to show that they are fully competent and have the necessary facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

13. PRICE BID: Where the bidder desires to offer a discount, the amount and terms of discount shall be clearly stated on a separate sheet attached to the bid. Where the bidder wishes to make his quotation by filing his catalog, accompanied by his price list and discount sheet, if any, he may do so by attaching such documents to his bid and making them a part thereof, but such documents shall all be separately signed in the same manner and by the same person as the bid form.

14. PATENTS: The successful bidder shall indemnify and save harmless the City against all claims for royalties for patents or suit for information thereon, which may be involved in the manufacture or use of the material to be furnished.

15. CONDITIONS: Each bidder shall fully acquaint them with the terms relating to the scope and restrictions attending the execution of the work in the contract. Bidder shall thoroughly examine and be familiar with the specifications.

The bidder shall make their determination as to the conditions that exist throughout the City and shall assume all risks and responsibilities, and shall complete the work in and under conditions they may encounter without extra cost to the City.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the bidding process and work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

16. STATE OR FEDERAL TAXES: The City is exempt from all sales, excise, and transportation taxes, except the State of Ohio Gasoline Tax. The prices bid, whether a unit price, lump-sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes and will so be construed.

17. SOCIAL SECURITY ACT: The successful bidder shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any contributions or taxes or social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials, and said Contractor also agrees to indemnify and save harmless the City from any such contributions or taxes or liability therefore.

18. LIABILITY INSURANCE: Where performance of the Contractor requires any act other than the delivery of a product or item, the Contractor shall at his expense, take out and maintain, during the life of the contract, public liability and property damage insurance in the minimum amount of \$100,000.00 for each occurrence and \$300,000.00 in the aggregate as will protect himself, the City and any subcontractor performing work covered by the contract, from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under the contract, whether such operation is by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. An exact copy of such policy shall be deposited with the City before the commencement of any work under the contract.

The following special hazards shall be covered during the life of the contract by riders to the policy required herein, or by separate insurance policies, in the specified amounts:

- A. Property liability insurance to cover vehicles used in the performance of the contract (\$1,000,000.00);
- B. Property damage liability insurance to cover vehicles used in the performance of the contract (\$2,000,000.00); and

19. ASSIGNMENT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or their right, title, or interest in or to the same or any part thereof without the previous consent in writing of the City endorsed hereon or attached hereto.

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

20. LEGAL FORM: No contract or contracts entered into pursuant to the specifications shall become effective until approved as to form and correctness by the City’s Law Director and until such time as the Bidder, the Law Director, Mayor, and Finance Director and the City have fully and completely executed the contract. The Bidder hereby acknowledges that it understands that no bid shall be deemed accepted until such time as the bid proposal has been approved and accepted by the Law Director and the City Council in the form of a written contract, fully and completely executed by all parties.

21. ADDITIONAL INFORMATION: The City reserves the right to ask for additional information (including, but not limited to, financial data and performance bonds) any time before the execution of the contract.

22. QUALIFICATIONS OF BIDDER: Upon request by the City, the Bidder must include with their bid a copy of its latest available annual report, financial statement; a brief history of the Bidder; and an executive summary incorporating the above on a separate sheet attached to the bid.

23. PRE-BID CONFERENCE: A pre-bid conference may be requested by the City and conducted at the City of Independence Council Chambers at 6800 Brecksville Road on a date to be determined by the City prior to the opening of the bids.

24. DEMONSTRATIONS: A local demonstration of equipment may be required of any bidders prior to the awarding of a contract.

25. RESERVATION OF RIGHTS: The City reserves the right to split any or all proposals and award multiple contracts from the same quotation based on price, availability, and service when in its judgment, this best serves the City. The City also reserves the right to take advantage of any special pricing programs available from the contractor or any other outside vendors offering special price programs during the term of this contract.

26. BID EVALUATION: Bids will be evaluated by the City on the basis of:

- A. Compliance of bid with City specifications for equipment, maintenance, and training.
- B. Price.
- C. Delivery capability.
- D. The ability of Bidder to perform all phases of the contract.
- E. Reliability of Bidder.
- F. Quality and comprehensiveness of Bidder’s training program.
- G. Ease of use of Bidder’s equipment.
- H. Reputation of the product and Bidder.
- I. Warranties.

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

The City reserves the right to be the sole judge of which bid is the lowest and best bid proposal based upon all factors permitted by law and including, but not limited to, the above.

27. CORPORATE RESOLUTION: If the Bidder is a corporation, it shall complete a Certified Copy of Corporate Resolution, which is Attachment D hereto.

28. CONTRACTOR’S AFFIDAVIT OF COMPLIANCE: Every Bidder shall complete Attachment E hereto.

29. NO BENEFIT TO ANY PUBLIC SERVANT: No contractor or subcontractor will perform any aspect of this contract so that a benefit or interest accrues to any public official or public servant of the City of Independence, including but not limited to the Mayor, any Member of Council or any Member of a City Administrative Board and which would violate any law of either the State of Ohio or the City of Independence.

In the event that the City discovers that a benefit or interest has been rendered to a public official or public servant of the City of Independence through the performance of this contract, either by inadvertence or otherwise, the City reserves the right, at its sole discretion, to require the contractor to either (1) reduce the contract price by an amount equal to that paid to the entity associated with or related to the City Official, or (2) eliminate the performance through the entity associated or related to the public official or public servant of the City and perform the work again and provide written evidence that no material, equipment, labor, or assistance of any kind was provided by the entity associated with or related to the public official or public servant of City. Every Bidder shall submit a completed Attachment F hereto.

30. COMPLIANCE WITH LAW: The Contractor shall fully comply with the requirements of all federal, state, and local laws, ordinances, and regulations. Further, the Bidder’s attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract. The successful Bidder shall indemnify and save harmless the City against all claims that the City or its employees have violated any such law relating to the performance of the contract by the contractor.

31. EQUAL OPPORTUNITY EMPLOYER: By submitting a bid, the Bidder is ensuring that he is an equal opportunity employer and that his employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin. By signing a contract with the City, the successful bidder guarantees that he complies with the above provision, and all other applicable state and federal laws regarding public contract work.

## INVITATION TO BID

### **“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool, with Diamond Brite”**

#### **City of Independence**

32. Bidders acknowledge and agree that all invoices will be detailed and itemized as to charges, will include a valid purchase order number for the shipment, as well as signed and dated delivery receipts, and be sent to:

City of Independence  
Attention: Finance Department  
6800 Brecksville Road  
Independence, Ohio 44131

33. Bidders acknowledge and agree that the City is exempt from all sales taxes. A blanket Certificate of Exemption will be issued to the successful Bidder.

34. Bidders acknowledge and agree to enter into a Standard Performance Agreement if required by the City. A sample copy of the Standard Agreement is available from the Purchasing Department of the City of Independence.

ATTACHMENT "A"

This form is to be used if a certified or cashier's check is submitted.

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned as bidder, am hereby held and firmly bound unto the City of Independence, Ohio as Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as witnessed by the attached certified check or cashier's check to undertake the supplying, performing and/or installation known as:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named bidder has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Owner accepts the bid of the bidder and the bidder fails to enter into a proper contract and provide acceptable Contract Bond in accordance with the bid, plans, details, specifications, and bills of material; and the Owner awards the contract to the next lowest bidder, the Bidder shall be liable to the Owner for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed five percent of the amount of the bid, whichever is less. If the Owner does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder shall be liable to the Owner for a penal sum not to exceed five percent of the amount of the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

Bidder

By:

Title:

\_\_\_\_\_

Address:

© 2017 All Rights reserved. Any copying or electronic reproduction of this document is strictly prohibited without the express written consent of City Council.



ATTACHMENT "B"

NON-COLLUSION AFFIDAVIT

State of Ohio )  
 ) SS.  
City of \_\_\_\_\_ )

Bid Identification: \_\_\_\_\_

Contractor \_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed:

\_\_\_\_\_  
Title:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seal of Notary:

\_\_\_\_\_  
Notary Public

© 2017 All Rights reserved. Any copying or electronic reproduction of this document is strictly prohibited without the express written consent of City Council.

ATTACHMENT "C"

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Independence, Ohio hereinafter called the Obligee, in the sum of (\$ \_\_\_\_\_).

That the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal entered into a certain contract with the Obligee on \_\_\_\_\_, 20\_\_\_\_ to undertake the project known as \_\_\_\_\_.

Now therefore, if the Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any ways affect the obligations of said Surety on this bond; and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

Principal

By : \_\_\_\_\_ ( s)

(SEAL)

Title:

Address:

\_\_\_\_\_

ATTEST: \_\_\_\_\_

Surety

By:

(SEAL)

Title:

Address:

\_\_\_\_\_

\_\_\_\_\_

© 2017 All Rights reserved. Any copying or electronic reproduction of this document is strictly prohibited without the express written consent of City Council.

ATTACHMENT "D"

CERTIFIED CORPORATE RESOLUTION

I hereby certify that I am the duly elected and acting Secretary/Managing Member of \_\_\_\_\_, a Corporation/Limited Liability Company duly organized and existing under the laws of the State of \_\_\_\_\_; that the Board of Directors of said Corporation/Managing Member of said Limited Liability Company authorize and approve a certain Proposal to the City of Independence, Ohio for furnishing \_\_\_\_\_ by said Corporation/Limited Liability Company and the execution of said proposal and Contract for and on behalf of said Corporation/Limited Liability Company; that said authority is not contrary to any provisions of any governing documents of said Corporation/Limited Liability Company; and that said authority has not been rescinded or modified.

IN WITNESS WHEREOF, I have hereunto subscribed my name on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Secretary/Managing Member



ATTACHMENT "F"

ACKNOWLEDGEMENT AGREEMENT

Name of Contractor: \_\_\_\_\_  
\_\_\_\_\_

Job/Project: \_\_\_\_\_

By the signature affixed below, the Undersigned hereby acknowledges and agrees that it will perform every aspect of its contract, including the use of subcontractors so that no benefit of interest will accrue to any public official or public servant of the City of Independence, including but not limited to the Mayor, any Member of Council or any Member of a City Administrative Board that would violate any law of either the State of Ohio or the City of Independence.

The Undersigned also acknowledges and agrees that in the event that the City discovers that a benefit or interest has been rendered to a public official or public servant of the City of Independence, either by inadvertence or otherwise, the City reserves the right, at its sole discretion, to require the Undersigned to either (1) reduce the contract price by an amount equal to that paid to the entity associated or related to the City Official, or (2) eliminate the performance through the entity associated or related to the public official or public servant of the City and perform the work again and provide written evidence that no material, equipment, labor, or assistance of any kind was provided by the entity associated or related to the public official or public servant of the City.

WHEREFORE, the Undersigned has executed this Acknowledgement Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the presence of:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary

© 2017 All Rights reserved. Any copying or electronic reproduction of this document is strictly prohibited without the express written consent of City Council.

GENERAL REFERENCES:

---

Project Cost (\$)

---

Project Name or Description

---

Project Owner

---

Address

---

City	State	ZIP Code
------	-------	----------

---

Contact Name	Phone Number
--------------	--------------

---

Project Cost (\$)

---

Project Name or Description

---

Project Owner

---

Address

---

City	State	ZIP Code
------	-------	----------

---

Contact Name	Phone Number
--------------	--------------

---

Project Cost (\$)

---

Project Name or Description

---

Project Owner

---

Address

---

City	State	ZIP Code
------	-------	----------

---

Contact Name	Phone Number
--------------	--------------

**“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool,  
with Diamond Brite”**

**City of Independence**

**SECTION TWO-SPECIFICATIONS/PRICING**

The City of Independence solicits bids from licensed, qualified contractors to this Request for Proposal (RFP) to repair the existing outdoor activity pool and whirlpool, including resurfacing with Diamond Brite, caulking, and all related finishes at the City of Independence, Outdoor Pool Complex, located at 6200 Elmwood Ave, Independence, OH 44131.

Bidders are to issue bids to furnish all labor, supervision, equipment, materials, and the performance of all work necessary to repair and resurface the outdoor activity pool and whirlpool under the following terms and conditions:

Payment Terms - Net 20 days after acceptable completion of services and receipt of an approved invoice by the Finance Department.

Bidders acknowledge and agree that all invoices will be detailed and itemized as to charges and will include a valid purchase order number for the services. Invoices and supporting documentation are to be sent to the address listed below.

City of Independence  
Attention: Finance Department  
6800 Brecksville Road  
Independence, Ohio 44131

Bidders acknowledge and agree that the City is exempt from all sales taxes. A blanket certificate of exemption will be issued at the request of the successful bidder.

Bidders agree that bid prices shall remain firm through the completion of the project. Bidders acknowledge and agree to enter a standard performance agreement if required by the City of Independence. A sample copy of the standard agreement is available from the Procurement Coordinator of the City of Independence.

In its sole discretion, the City of Independence will determine if the quality of work meets the City's standards.

**General Pool Information**

The pools were installed in 2001, and the current Diamond Brite surface is from 2001.

The **Activity Pool** surface area is 7141 square feet, with the pool floor, stairs, and exposed walls coated with Diamon Brite. The walls and gutter system are stainless steel. The pool volume is 110,000 gallons, with two floor drains. All return lines are in the stainless-steel walls around the perimeter. Underground plumbing does service the spray features. Reference pictures and drawings are attached and labeled.

**“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool,  
with Diamond Brite”**

**City of Independence**

The **Whirlpool** floor, walls, gutters, and stairs are all coated with Diamond Brite. The whirlpool surface area is 215 square feet. The whirlpool volume is 4,258 gallons. Reference pictures are available only from an aerial shot. The pool is currently covered for winter. Additional photos are available upon request.

**Project Description**

For the repair/replacement of the entire Diamond Brite pool surface in the activity pool, and whirlpool.

Identify and repair hollow spots in the pool floor and walls, including repairs to foundational areas that support the Diamond Brite application and any other site preparation required before application.

Remove and replace broken/loose/missing tiles and expansion joints.

Remove and replace all broken/loose/missing depth markers/no dive on the pool deck surrounding the activity pool.

Remove and replace caulking between Diamond Brite and stainless-steel gutter, as well as expansion joints

Remove and repair any loose aggregate at the expansion joints

Re-surface with Diamond Brite

**Project Schedule**

Construction may begin immediately, weather-dependent, and must be completed before May 15, 2023.

**Contractors Project Responsibilities/Requirements**

Insurance: A certificate of Commercial General Liability and Worker's Compensation Insurance evidencing such coverage and naming the City of Independence as an additional insured.

Warranty: Provide a minimum of (1) year warranty on all materials and labor plus any manufacturer's warranties.

Payment Terms: 20% down at the start of the project, balance due days upon completion.

Materials: Safety Data Sheet(s), SDS (formerly known as MSDS) must be submitted with a bid for ALL materials to be used on the project.



**“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool,  
with Diamond Brite”**

**City of Independence**

Contractor Qualifications: Contractor must be a licensed applicator of the Diamond Brite products and have a minimum of 7 years of documented experience.

Items not needing repair should be protected

Areas outside the project that are damaged are the contractor's responsibility to repair and or restore at their cost.

Provide an on-site supervisor during contracted work

Obtain all necessary Permits and Licenses

Site Security: While on site contractor has full responsibility for safety and security of area and should always remain inaccessible to the public.

Safety: Observe the manufactures safety instructions.

Installation: Shall be performed in a manner to meet requirements for the manufactures standard warranty.

Access: 7:00am – 9:00pm, 7 days per week.

Completion Date: Project completed on or before May 15, 2023.

Dumpster: The City of Independence, at its expense, will supply a dumpster and dispose of all construction material.

Inquiries/Tours – Inquiries regarding this proposal or requests for entry into the pool should be made to:

Tom Walchanowicz, Recreation Director  
City of Independence  
6363 Selig Drive  
Independence, Ohio 44131  
Office: 216-524-3262  
Email: [walchanowicz@independenceohio.org](mailto:walchanowicz@independenceohio.org)

**“Repair and Resurface the Existing Outdoor Activity Pool and Whirlpool,  
with Diamond Brite”**

**City of Independence**

**List any exceptions to the bid:**

---

---

---

---

---

---

---

**Project Timeline** – Brief statement of when the project could be started and the anticipated number of days for completion.

---

---

**Proposal**

To furnish all material, labor, tools, equipment and supplies to perform all work specified herein and shown in the contract documents.

**Total Cost: \$** \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_