

# HART COUNTY SEAL COATING/STRIPING PROJECT 2024 BID

HART COUNTY BOARD OF COMMISSIONERS  
800 Chandler Street  
HARTWELL, GA 30643

DATE: May 28, 2024

## BID NOTICE

Sealed bids for the **Seal Coating/Striping Project for the Hart County Board of Commissioners** subject to the conditions and provisions set forth in the attached bid package will be received at the Hart County Board of Commissioners office until Thursday, June 13, 2024, at 3:00 PM. The commodities and/or services must be furnished as described and specified in this package.

Bids must be received either via mail or hand delivered in a **sealed envelope**. Faxed bids cannot be accepted.

Please address mailed bids, Fed-Ex, UPS, or hand delivered bids to:

JEAN TEASLEY  
HART COUNTY BOARD OF COMMISSIONERS  
800 CHANDLER STREET  
HARTWELL, GA 30643

Also, please show the following on the OUTSIDE of the envelope:

**BID FOR SEAL COATING PROJECT**

**NOTE:** Some “Next Day” deliveries may not get delivered to this office prior to the bid opening. Please be aware of this and make arrangements to have your bid here on time, as late bids will be rejected.

**NOTICE:** If you are downloading this information from a web page, you must register with Hart County at the contact information listed in **Section V, Interpretations or Addenda** or via email at [jconwell@hartcountyga.gov](mailto:jconwell@hartcountyga.gov) This is the only way Hart County can be sure that you receive all addendum and relevant information for this bid.



**HART COUNTY BOARD OF COMMISSIONERS  
BID FOR SEAL COATING/STRIPING PROJECT**

**DATE BIDS DUE: June 13, 2024 at 3:00 PM.**

**BID FORM  
HART COUNTY BOARD OF COMMISSIONERS  
800 CHANDLER ST., HARTWELL, GA 30643**

The (Company) \_\_\_\_\_  
submits herewith Bid in response to bid request in this package, and in compliance with the  
description(s) and/or specification(s) attached hereto for Seal Coating/Striping Project.

**NOTE: You must sign and complete the Bid Supplemental Form also.**

**PRICES**

**Seal Coating**      Approximately 1,055 sq yards      \$ \_\_\_\_\_ per square yard

**Stripping**      Approximately 1913 linear sq ft      \$ \_\_\_\_\_ per linear sq foot

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

OFFICIAL COMPANY ADDRESS \_\_\_\_\_

Phone Number & Email address \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

DATE \_\_\_\_\_ FAX \_\_\_\_\_

**BID SUPPLEMENTAL FORM  
HART COUNTY BOARD OF COMMISSIONERS**

DATE: \_\_\_\_\_

NOTICE: *Hart County Purchasing Policy prohibits awards to a (1) county employee, (2) employee of a constitutional officer, (3) a Board of Commissioner Member, (4) Constitutional Officer or to a company/business where a county employee/Constitutional Officer holds any interest. These prohibitions also apply to immediate family members of those listed above. By signing below you are confirming that these prohibitions do not apply to your company/bid.*

References: Name Title Organization Phone Number email address

1.

2.

3.

The \_\_\_\_\_(Bidder) takes the following exceptions to the specification and bid documents:

**(Important: See section IIb)**

SIGNATURE: \_\_\_\_\_

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verified its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the Hart County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United State 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], 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 Hart County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_

Notary Public

My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Private Employer Exemption Affidavit Pursuant to O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **I. OVERVIEW OF THE SCOPE OF WORK**

The Hart County Board of Commissioners is soliciting bids for Seal Coating/Striping as outlined in this bid package and other bid documents. The Seal Coating/Striping work is for an existing county parking lot located at 139 Clay Street, Hartwell, GA where our transit shuttle vans are located; also known as the Hart County Senior Center/Transit building. The parking lot is approximately 1055 square yards. The striping consists of approximately 1913 linear square feet. The County may or may not award the striping part of the bid.

## **II. GENERAL INFORMATION FOR BIDDERS**

Hart County reserves the right to reject any or all bids, further negotiate with one or more bidders, and, waive any technicalities or informalities if it is deemed in the best interest of the County. Hart County assumes no responsibility in the costs incurred by the bidder in preparing a response.

The Hart County Board of Commissioners reserves the right to waive technicalities, to accept or reject any and all bids or proposals and to waive any irregularity in any bid or proposal received, to award the entire bid or proposal to one vendor or multiple vendors or to make awards by group or location, whichever is in the best interests of Hart County.

It is the bidder's responsibility to verify all quantities and specifications are met to perform the work as specified herein, before submitting their bid. Price submitted shall include all labor and materials for completion of the work. In the event of a conflict between these specifications and any referenced specifications the higher quality specification shall supersede. Quantities listed are approximate and may be varied at the discretion of the Owner.

All measurements given on the list of work to be done are approximate. It is the contractor's responsibility to verify all quantities and measurements necessary to perform the work as specified herein, before submitting their bid.

Bids submitted and prices submitted shall be valid for 90 days after submittal of bids. After this 90 day period, the bidder has the right to withdraw his pricing or be awarded the work at the bid price should the County choose to award this work. If only one bid is received the County may choose to not open the bid and solicit additional bids prior to opening all bids in a public meeting.

The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to private or public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the County.

If unit prices are required to be submitted with the bid, these unit prices will be applied to any changes that occur in the project as directed by the owner through a formal change order. The unit prices submitted will include all expenses including engineering, profit, overhead or any other expenses occurring with the changed unit. Changes/unit prices will apply to both additions and deletions of work.

## **II. PREPARATION OF BID**

**A. Bidders must submit bids on the proposal forms provided.** Additional materials can also be included with the bids. Complete the bid form, bid supplemental form, and contractor affidavit. Place the bid in numbers on the bid form in the space provided. Place bid within an envelope addressed to:

Jean Teasley  
Hart County Board of Commissioners  
800 Chandler Street  
Hartwell, GA 30643

Place on outside of envelope:

“Your Company Name”

“Bid for Seal Coating”

**B.** Any deviations (exceptions) from the bid specifications must be included on the Bid **Supplemental form**. Such deviations may be evaluated by the Owner in making a final determination as to the selection of a bidder.

Contractor shall list on the Bid Supplemental Form all of their proposed sub-contractors. Sub-contractors must be licensed by the State of Georgia for their respective discipline (if applicable). Changes in sub-contractors by the successful contractor after the bid award must be approved in writing by the County.

References for similar work (minimum of three) as this project must also be included on the bid supplemental form or attached with the bid.

**C.** Submit proposals filled out in ink or typewritten, without erasure, interlineations or changes. No bid changes will be permitted to be placed on the outside of the envelope. If a bidder desires to change the bid prior to the deadline for acceptance, the bidder may remove and replace the revised bid in a new sealed envelope.

**D.** Make proposals in name of the principal and if a partnership, give names of all parties. Give exact post office address. If an agent submits proposals, provide satisfactory evidence of agency authority with proposal.

## **III. BIDDER’S RESPONSIBILITY**

**A.** Before submitting their bid, the Bidder shall carefully perform all necessary investigations to inform themselves thoroughly as to the specifications needed for this work.

#### **IV. INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC.**

- A.** Licensure for work will be as required by any applicable regulatory agency.
- B.** The Contractor, in execution of the work, shall conform to all applicable Federal and State laws, Municipal Ordinances and rules and regulations of all authorities having jurisdiction over construction of the work, including in part, all construction codes and safety codes which may apply to (1) performance of work; (2) protection of adjoining and adjacent property; (3) maintenance of passageways, guard fences or other protective facilities; and shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- C.** The successful bidder shall be required to submit proof of workman's compensation coverage for all employees of the bidder, as well as public liability insurance of at least \$500,000/\$1,000,000 limits. In addition, the successful bidder will be solely responsible for any damages done by their company (or their subcontractors and suppliers) to public utilities and/or personal property as a result of the execution of this Contract.
- D.** Bidders must comply with the State of Georgia Public Works Laws for Bidding this work. In general, if the bid is greater than \$100,000 a 5% bid bond must be included with the bid.
- E.** Under Georgia Law, bidders must provide an affidavit of compliance with the Georgia Security and Immigration Compliance for their company with this bid.

#### **V. INTERPRETATIONS OR ADDENDA**

Any questions concerning this invitation should be directed via fax, email, or mailed to:  
Terrell Partain,  
Hart County Administrator,  
800 Chandler Street, Hartwell, GA 30643,  
Fax: 706-376-9477  
tpartain@hartcountyga.gov

Hart County reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

No oral changes or interpretations shall be made to any bidder regarding the bid Documents or any part thereof. Every request for an interpretation shall be made in writing via fax or mail to: Terrell Partain, at the contact information above.

Any inquiry received five or more days prior to the date fixed for acceptance of bids will be given consideration and addressed to all known bidders in the form of an Addendum. Any changes or



interpretations to the specifications shall also be in the form of an Addendum to the Bid Documents. All Addenda will be faxed and mailed to each person holding Bid Documents, but it shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders. It shall be the bidders responsibility to ensure delivery of any and all requests for interpretations.

## **VI. OTHER REQUIREMENTS**

Contractor will be responsible to ensure safe conditions exist around the work as a result of activities.

Should the contractor, in the opinion of Hart County representatives, fail to comply with any requirements of these specifications; the County may delay work until such requirements are satisfactorily met.

Any quantity listed is approximate and/or estimated. Contractor shall verify all quantities. Hart County reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

This bid package, any subsequent bid addendum, and any referenced specification are the specifications and contract documents for this project. The County must approve any variance from the required specifications in writing. If there is a conflict between these specifications and any referenced specifications, the higher quality specification shall be applied.

## **VII. CONTRACT PERIOD, CHANGE ORDERS & PAY REQUESTS:**

The County would prefer to complete this work prior to the end of 2024. Please place a notice in your bid of the expected completion date.

If the bidder does not estimate that this work can be performed by the end of 2024 or in the time period specified for completion, the bidder may make an exception on the Bid Supplemental Form indicating the time period required for completion of this work submitted with the bid. Such time estimate, either longer or shorter, may be used as a determination factor in combination with the price submitted at the discretion of the County as determined to be in the best interests of the County. The successful bidder will be required to complete the work in time submitted in the bid supplemental form if such time is included by the bidder in this form and accepted by the County.

The County will pay one pay request per 30-day period and only one check will be issued to the Contractor per pay request. Invoices will be paid based on percent work complete and/or material delivered and present at the jobsite and verified by the County on the unit price basis per road completed. All unit price work must have proper documentation in order to receive payment (i.e. weight tickets).

## **VIII. LIQUIDATED DAMAGES**

For each working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments of contract time) the sum of \$150 per day will be deducted from any money due or to become due the contractor or his/her surety as liquidated damages. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the owner should the contractor fail to complete the work in the time provided in his/her contract. Contract times will be further defined as negotiated in the actual contract with the preliminary target dates as set forth in this bid package.

## **SPECIFICATIONS FOR THIS WORK**

**Important:** At all times during construction, the road under construction must be kept opened and navigable so as to allow homeowner's ingress/egress to their homes. No additional payment will be made to the Contractor for keeping the roads navigable. The County can require maintenance work to be performed by the Contractor to keep the roads navigable that are affected by the Contractors work under this Contract. This maintenance work will also be performed at no additional cost to the County.

Should the contractor, in the opinion of Hart County representatives, fail to comply with any requirements of these specifications, the County may delay work until such requirements are satisfactorily met.

Hart County reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

Any quantity listed is approximate and/or estimated. Contractor shall verify all quantities. Actual work awarded will be depending on funding available and the priority of the Hart County Board of Commissioners.

### **Surface Preparation**

1. Surface must be clean and free from all loose material, debris and dirt. Remove grass, dirt, debris and other materials along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices, power brooms, hand brooms, shovels and any other means necessary for complete removal are acceptable cleaning methods.

### **Hot Applied Crack Sealant/Filling Materials and Methods**

1. Cracks must be free from dust, dirt, vegetation and moisture. Clean cracks with mechanical wire brush followed by a compressed air heat lance to remove loose debris and moisture.
2. For all cracks up to 1" wide, apply either SealMaster CrackMaster Parking Lot Grade crack sealant or SealMaster Crackmaster Supreme crack sealant.
3. SealMaster CrackMaster Parking Lot Grade crack sealant shall be melted in a conventional oil-jacketed unit equipped with an agitator.

4. Apply heated CrackMaster Parking Lot Grade crack sealant using a pump and wand system, a crack banding unit or a pour pot.
5. Contractor performing work shall refer to Manufacture's Products Data Sheet for more detailed application instructions for CrackMaster Parking Lot Grade Crack Sealant.

The type of asphalt mixes required for this work will be per the latest GA DOT specs.

**END OF BID PACKAGE**