



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

**INVITATION FOR BID
STATESBORO/BULLOCH COUNTY PARKS & RECREATION DEPARTMENT
TENNIS COURT RESURFACING**

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Resurfacing of 10 tennis courts at Mill Creek Park located at 1388 Hwy. 24 East, Statesboro GA 30461. With a possibility of additional resurfacing for: Add Alternate #1- four tennis/basketball courts at the Brooklet Park and Add Alternate #2- two basketball courts at the Luetta Moore Park.

Pre-Bid Meeting: A **mandatory** pre-bid meeting will be held for this project. If a company wishes to bid on this project the contractor or company representative must be at the mandatory bid meeting. The pre-bid meeting will be held at 10:00 AM, March 19, 2019 at Mill Creek Park, 1388 Hwy. 24 East, Statesboro GA 30461. Everyone will leave Mill Creek Park and travel to the other two locations for assessment of those sites. You must be at all three site locations for your bid submission to be considered for this project.

Questions Deadline: Any questions arising after the mandatory pre-bid shall be submitted in writing no later than March 20, 2019 @ 2:00 PM to the Purchasing Manager. Answers and/or addendum will be issued on March 22, 2019.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, March 28, 2019. Prospective bidders shall file all documents necessary to support their bids. Faxed or E-Mailed bids will not be accepted.

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners North Main Annex, 115 North Main Street, Statesboro, Georgia 30458. The original bid and supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud in the Bulloch County Commissioners North Main Annex Conference Room 102 at the above referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Assistant Parks Division Manager will recommend the selection of a bid or bids most advantageous to the County or the

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rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County's website for any addenda for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Tennis Court Resurfacing Bid; Bid Opening: March 28, 2019 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 20 that lists the forms that must be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations, but does not apply to public works construction projects or road projects.

For purposes of this provision, a "local vendor" is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A "principal business location" is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor's responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

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To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Award, if made, will be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth herein, price and other factors considered.

Exceptions to Specifications: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated. If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered.

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to ensure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, national origin, or Bulloch County is an equal opportunity procurer.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Fob Destination Point: Bid prices shall include shipping, if any, to Mill Creek Park, 1388 Hwy. 24 East, Statesboro GA 30461; Brooklet Park, 416 N Cromley St., Brooklet GA 30415 and Luetta Moore Park, 121 Martin Luther King Jr. Dr., Statesboro GA 30458. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

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Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Exceptions: Conditional bids or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Project Schedule: The project shall begin within 15 days after the notice to proceed and be complete according to the time schedule set forth in the contract. Any request for a time extension should be made when submitting the proposal.

License: All bidders must be licensed contractors as required by the State of Georgia. License number should be included on the bid form.

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Insurance Requirements: The Contractor must submit with bidding documents, a Certificate of Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Payment: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

Regulatory Agencies: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

Anti-Discrimination Clause: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

Commodity Status: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

Delivery: Delivery shall be made to the Bulloch County Agricultural Complex located at 44 Arena Blvd., Statesboro GA, 30458.

Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to prove compliance with our specifications on the units they propose to furnish.

Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

Quality: The similarity to any brand name is for the purpose of describing a standard of quality,

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performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is equal or equivalent to the specifications. Any brand name or model being bid other than what is listed in the bid shall be listed as an exception on the Exception to Specification Sheet that is provided, if additional space is needed print an additional sheet and indicate Page 1 of 2, Page 2 of 2, etc. at the bottom of the page. The County shall be the sole entity to determine acceptance or non-acceptance of equivalents.

Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids. Negotiations may be necessary to complete the contract.

Indemnification: The County shall not be held responsible for claims of bodily injury, death, or property damage that may arise from the performance of contractual services with the County.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Wyley Brannen, Assistant Parks Division Manager/Projects, 912-489-9084 or wbrannen@bullochrec.com.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

GOAL

It is the goal of the County to receive the services of a qualified contractor for quality resurfacing of tennis and basketball courts located at the previously named parks/complexes.

SCOPE OF WORK

As envisioned, the scope of service for this bid will include the following components:

1. Pressure wash and clean courts
2. Level low spots as required
3. Clean and fill cracks
4. Apply two coats of resurfacer over entire courts to prepare surfaces for the color systems
5. Apply two coats of color

6. Layout and restripe courts
7. Rehang and adjust nets
8. Repaint tennis poles
9. Replace all damaged hardware
10. At Mill Creek Tennis Complex include youth lines on courts 1 thru 4
11. At Mill Creek Tennis Complex include pickle ball lines on courts 9 and 10

Specifications for Color Coating System

SECTION 02790 (32 18 23.53)

ASPHALT TENNIS COURT SURFACE COLOR COATING SYSTEM

Specifier Notes: This section covers SportMaster Sport Surfaces "SportMaster" asphalt tennis court surface color coating system. Consult SportMaster Sport Surfaces for assistance in editing this section for the specific application.

PART1 GENERAL

1.1 SECTION INCLUDES

- A Asphalt tennis court surface color coating system.

1.2 RELATED REQUIREMENTS

- A Section 02975 (32 01 17.63) - Tennis Court Crack Repair System: Repairing cracks in asphalt tennis courts.

1.3 REFERENCE STANDARDS

Specifier Notes: List reference standards mentioned in this section, complete with designations and titles. Delete reference standards not included in this edited section. This article does not require compliance with reference standards, but is merely a listing of those used.

- A. American Sports Builders Association (ASSA).

- B. United States Tennis Association (USTA) Rules of Tennis.
- C. International Tennis Federation (ITF).

1.4 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, and date of application.
- G. Applicator's Project References: Submit applicator's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt tennis court surface color coating systems of similar type to that specified.
 - 2. United States owned company.
 - 3. Member: ASBA.
 - 4. Manufacturer has surfaces that are classified by the ITF's (International Tennis Federation) pace classification program.
- B. Applicator's Qualifications:

1. Applicator regularly engaged, for past 3 years, in application of tennis court surface color coating systems of similar type to that specified.
2. Employ persons trained for application of tennis court surface color coating systems.
- 3.

1.6 DELIVERY, STORAGE, AND HANDLING

- A Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
1. Store and handle materials in accordance with manufacturer's instructions.
 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
 3. Store materials in clean, dry area indoors.
 4. Store materials out of direct sunlight.
 5. Keep materials from freezing.
 6. Protect materials during storage, handling, and application to prevent contamination or damage.
 7. Close containers when not in use.

1.7 AMBIENT CONDITIONS

- A .Do not apply asphalt tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
- B Do not apply asphalt tennis court surface color coating system when rain is expected during application or within 24 hours after application.

PART2 PRODUCTS

2.1 MANUFACTURER

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail info@sportmaster.net.

2.2 MATERIALS

- A. Asphalt Tennis Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
1. 100 percent acrylic emulsion elastomeric cracksealant.

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2. Seals cracks up to 1/2 inch wide in asphalt pavement.
 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
 5. Color: [Green] [Neutral] [Red].
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
1. 100 percent acrylic emulsion trowel-grade crack filler.
 2. Fills cracks in asphalt pavement up to 1 inch wide.
 3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.
 - b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 6. Color: [Green] [Neutral] [Red].
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
1. 100 percent acrylic emulsion liquid binder.
 2. Mix on-site with sand and cement.
 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
 4. Fills Cracks in Asphalt up to 1" in width.
 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Filler Course: SportMaster "Acrylic Resurfacer".
1. 100 percent acrylic emulsion resurfacer.
 2. Mix on-site with silica sand.
 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 7. Color: [Black] or [Neutral].
- F. Color Coating: SportMaster "ColorPlus System".
1. 100 percent acrylic emulsion coating.
 2. Mix on-site with silica sand and water.
 3. Color coats tennis and multipurpose courts.
 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
 5. Color: [Beige] [Blue] [Brown] [Dark Green] [Dove Gray] [Forest

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Green] [Gray] [Ice Blue] [Light Blue] [Light Green] [Maroon] [Red]
[Sandstone] [Tournament Purple] [Orange] [Yellow].

- G. Line Markings Primer: SportMaster "Stripe-Rite".
 - 1. 100 percent acrylic emulsion primer, clear drying.
 - 2. Primes line markings and prevents bleed-under for sharp lines.
 - 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0percent.
 - d. Film Formers, Additives: 1.5percent.
 - e. Water: 50.0 percent.
 - 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
 - 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

- H. Line Paint: SportMaster "Textured Line Paint".
 - 1. Pigmented, 100 percent acrylic emulsion line paint.
 - 2. Line marking on asphalt tennis courts.
 - 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
 - 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
 - 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
 - 6. Color: White.

PART3 EXECUTION

3.1 EXAMINATION

- A. Examine asphalt tennis court surfaces to receive color coating system.
- B. Verify asphalt tennis courts meet ASBA requirements.
- C. Notify owner of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.

- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt tennis court surface color coatings system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt tennis court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
 - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
 - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.
- E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.

- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- B. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

End of Section

Bid Form

TENNIS COURT RESURFACING

The base bid includes, but is not limited to all labor, equipment and materials, unless otherwise specified to bring to completion the proposed tennis court resurfacing as specified in the scope of work and specifications for the tennis courts located at Mill Creek. There are two add alternates that are governed by the same scope and specifications that will be priced separately. One, both or neither add alternate may or may not be considered for this project. The County reserves the right to use or not use any alternate associated with this bid.

1. Total Base Bid Price For
Mill Creek Tennis Court Resurfacing: \$ _____

TOTAL BASE BID IN WORDS: _____

2. Does your bid meet all of our specifications including terms & conditions? (If your answer is no, note exceptions on the EXCEPTIONS TO SPECIFICATIONS SHEET)

Yes _____ No _____

3. Contractor License Number: _____

Add Alternate #1

Brooklet Park: Resurfacing 4 Tennis/Basketball Courts

Total Price for Alternate #1 \$ _____

Grand Total of Base Bid plus Alternate #1 \$ _____

Add Alternate #2

Luetta Moore Park: Resurfacing 2 Basketball Courts

Total Price for Alternate #2 \$ _____

Grand Total of Base Bid plus Alternate #2 \$ _____

**GRAND TOTAL FOR BASE BID PLUS
ALTERNATE #1 and ALTERNATE #2:** \$ _____

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Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal and that neither he/she nor the vendor has directly or indirectly violated any of the provisions of Section 36-91-21(d) of the Official Code of Georgia Annotated. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from bidding; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **March 28, 2019 @ 3:00pm**, but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

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CONTRACTOR AFFIDAVIT AND AGREEMENT

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 Bulloch County, Georgia 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 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], 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 Bulloch County, Georgia, 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 Georgia Department of Labor 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 Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent
(Contractor Name)

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 _____, 20__.

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).

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Page 5 – General Liability Insurance Certificate
- 2. Page 14 – Exceptions to Specifications Sheet
- 3. Pages 15 &16 – Bid Form
- 4. Page 17 – Non-Collusion Affidavit
- 5. Page 18 – Bidder Declaration
- 6. Page 19 – Contractor Affidavit

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract - Example

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between **BULLOCH COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

- A.
- B.
- C.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence no later than 15 days of the County’s issuance of a notice to proceed and shall be completed no later than ____ calendar days thereafter. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of \$_____.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of 0 %, based upon the Contractor’s submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County’s receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work;

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third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall

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remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of \$0 per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

17. Builder’s Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County’s purchase of builder’s risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder’s Risk Insurance shall be provided as follows:

- (X) Not required
- () Furnished by County
- () Furnished by Contractor

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

- A. Payment Bond: Required () Not Required (X)
- B. Performance Bond: Required () Not Required (X)

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney’s Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney’s fees and expenses of litigation as the County may expend herein.

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21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively “the indemnitees”) from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney’s fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party’s facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
115 N Main Street
Statesboro, GA 3045
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
115 N Main Street
Statesboro, GA 30458
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

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25. No Waiver. No failure on the part of either party to this Agreement at any time to require performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof.

26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

27. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

28. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

BULLOCH COUNTY

By: _____

By: _____

County Manager

Title: _____

Attest: _____

Attest: _____

County Clerk

Title: _____