



August 28, 2024

**INVITATION TO BID
BL097-24**

Gwinnett County is soliciting competitive informal written Quotes from qualified contractors for the **Provision of Parking Lot & Asphalt Trail Maintenance and Repair on an Annual Contract** for the Department of Community Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 26, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website www.gwinnettcountry.com.

A Webex pre-bid conference is scheduled for 10:00 A.M. on Thursday, September 11, 2024. To access, please dial 1-408-418-9388, enter Access Code 173 532 1781. All bidders are urged to attend. Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at Jake.Scarpone@gwinnettcountry.com or by calling 770-822-8722, no later than **3:00 P.M. on September 12, 2024**. Bids are legal and binding upon the bidder when submitted.

Successful contractor(s) will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Jake Scarpone
Purchasing Associate II

The following pages should be returned with your bid:

Bid Schedule, Pages 6-10
References, Page 11
List of Subcontractors, Page 12
Contractor Affidavit & Agreement, Page 13
Code of Ethics Affidavit, Page 14

SPECIFICATIONS

I. SCOPE

The Gwinnett County Department of Community Services is soliciting bids from qualified contractors for (but not limited to) asphalt patch, repair, replacement, sealcoating, traffic, and line stripe painting for trails and parking areas located throughout Gwinnett County. The County intends to select and award to two (2) contractors for this contract. The primary contractor will be the lowest responsive, responsible bidder and will be the main contractor for this contract. The next lowest responsive, responsible bidder will be the secondary contractor for this contract. If the primary bidder is unable to schedule maintenance, repairs, or resurfacing at a specific location within two (2) weeks of the request, the County representative may contact the secondary vendor to perform the work. If both contractors are unable to perform services within the time specified, the County may choose to assess penalties per the contract.

Work will be of varied types including, but not limited to, the following:

- A. Saw cut, remove, and replace damaged asphalt areas with 4" of graded aggregate base and up to 4"-6" of type "F", Flex Pave, Superpave asphalt or approved equivalent patching product.
- B. Installation and/or modification of speed hump-crosswalk connections and new asphalt trails to existing trails or sidewalks.
- C. Fill and seal cracks.
- D. Layout and or re-stripe/paint parking bays, including handicap spaces, crosshatching, crosswalks, stop bars, 4' "STOP", 4" solid centerline, 4' "PED XING", speed humps, etc.
- E. Installation of thermoplastic traffic symbols.
- F. Pavement seal designated existing asphalt areas.

All work will be conducted at facilities that are open to the public for scheduled and unscheduled activity. The installer shall coordinate with the county representative for scheduling. Safety is of prime importance. Barricades, traffic safety cones, and signage during work are mandatory and must be added per the county representative if requested and/or deemed necessary.

II. GENERAL REQUIREMENTS

A. Community Services

The Department of Community Services requires a written quote for all work. Scheduling will be at the County's requirements and may require the parking lot to be resealed and restriped in two or more phases. The County can designate or approve the phasing plan.

B. Emergency Work

Contractor must have staff available to complete emergency work within 2 business days. Calls and emails for emergency work must be monitored during normal hours and responses should be received within 4 hours.

Contractor should provide a response to all other requests no later than the next business day.

- C. **Attachment A** is included herein for specifications for asphalt trails, speed humps, wheel stops, and asphalt parking.

III. QUALITY ASSURANCE

- A. Contractor to have a minimum of five (5) years of experience performing work of a similar scope; be competent in the installation of asphalt sealer, line stripe/asphalt paint, asphalt parking lot and trail resurfacing/repairs and associated products; and be experienced with on-demand contracts. The references submitted with your bid should verify all the above.
- B. Contractor shall provide all equipment, and/or services required to complete tasks at no additional cost to the county.
- C. The contractor shall be responsible for all work. Sub-contractors shall not perform any work, unless pre-approved by the county representative. The contractor is wholly responsible for the work of their sub-contractor(s).
- D. All work must be completed within the time frame agreed to by the county representative for each location/facility and or purchase order, excluding inclement weather conditions.
- E. The contractor shall provide asphalt plant invoices and or delivery tickets upon request to verify quantity and type of material.
- F. The County, at its sole discretion, may obtain field samples, compaction tests, etc. at its own expense. If installed work is found to be deficient, contractor must remove non-compliant work and replace at no additional cost to the County.

IV. QUALITY CONTROL

- A. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, shipping and handling instructions and MSDS for paint, sealer and crack filler.
- B. Store materials in a clean dry enclosed space that is off the ground, protected from the weather and from extremes of heat and freezing.
- C. Store materials at the on-site location as authorized by the county representative.
- D. Installer shall be responsible for protecting equipment and materials from theft, vandalism, contamination, combustion, improper handling or storage, and misuse.
- E. The installer shall be responsible for repair or replacement of property damaged as a result of their work at no additional cost to Gwinnett County.
- F. Sealer and crack filler products containing asbestos will not be accepted. MSDS should be submitted as part of bid.
- G. The County reserves the right to take a representative sample of any material the contractor brings on the job and to have it tested by an approved testing laboratory to verify the materials conform to the specifications set forth herein. Cost of test, if required, shall be borne by the contractor.
- H. The contractor shall be wholly responsible for the quality of their sub-contractor's work.
- I. If the contractor considers any condition unsuitable for proper installation or work that could result in early failure, the installer is to notify the county representative in writing. The contractor shall not begin installation until the county representative has approved corrective measures and authorized work to proceed.
- J. The contractor shall follow the manufacturer's instructions for use and installation. Failure to adhere to the manufacturer's instructions resulting in failure of any portion of the work, the work shall be removed and or corrected at the contractor's expense. The county representative shall approve the final remedy.
- K. Any work not conforming to the specifications or below expected quality, shall be removed and or redone as directed by the county representative at no additional cost to the County.

- L. On new asphalt, contractor will be required to apply striping twice. Once at 30 days following asphalt installation, and the second application will be within 14 calendar days.
- M. Striping and Painting shall be of solid color quality. Semi-transparent paint will not be accepted, and contractor will be required to apply a second coat at no additional cost to the County. It shall be the contractor’s responsibility to block off freshly painted areas to ensure that vehicles or pedestrians do not drive through until the paint is dry. All lines will be straight, not smudged, not have jagged edges, and will be applied as a single run from one direction. Contractor is responsible for cleaning up all incorrectly painted/sealed surfaces, overruns, spills, and splatters.

V. PRODUCTS

- A. Crack filler shall be hot pour, compatible with pavement sealer, and installed per manufacturer’s instructions. Provide product data with bid.
- B. Pavement Sealer
Two types are to be specified and priced. County will choose which type to be used based on location and type of usage.
 - 1. Shall be PolyTar® manufactured by GemSeal® or approved equivalent.
 - 2. Shall be coal tar sand slurry coating manufactured by SealMaster® or approved equivalent.
 - a. Three to six pounds of silicone sand per gallon of sealant mix.
 - b. Latex additive for at least 6% of the sealant mixture.
 - c. Water for at least 20% to 28% of sealant mixture depending on weather and nature of job.

NOTE: Bidders proposing an equivalent product should provide with their bid, complete product data to include product description, composition, ASTM information, physical/chemical properties, environmental considerations, installation method, application rate, MSDS and warranty information. It is at Gwinnett County’s own discretion to determine equivalency.

- C. **Attachment B** is included herein for technical data sheets of the specified products.
- D. Surface preparation shall conform to all requirements of the manufacturer of the sealing product. At a minimum, the surface shall be clean and free of all loose material, dirt and debris using mechanical sweeping, high powered mechanical forced air blowers, and/or water-based pressure washing.
 - 1. Paint shall be compatible with the pavement sealer when completed simultaneously. Colors shall be white, yellow, and bright blue. Paint shall be applied with mechanical devices for straight and uniform coverage. Manual application is not acceptable. Paint shall be applied in accordance with the manufacturer’s instructions. When only repainting is requested, high grade oil-based alkyd acrylic traffic paint is to be used as manufactured by Technical Coatings Corporation, Alpharetta, or approved equivalent. Weight per gallon: 11.8 lbs. avg.
 - 2. Film Thickness Recommended:

- Wet	15 mils
- Dry	10+ mils
 - 3. Approximate Coverage: 100 sq. ft. per gallon
 - 4. Drying time @ 77° F: - Touch 3-5 minutes

- No Track 5-10 minutes
- Complete 15 minutes

5. Cure type: Oxidation
6. Viscosity: Supplied for spray viscosity 70 KU
7. Clean up solvent: Toluene
8. Flash point: 20 ° F
9. Application Temperature: 50 ° F minimum

E. Thermoplastic shall be per current GDOT standards and applied per manufacturer's instructions.

VI. **CLEANUP**

- A. Contractor will be responsible to maintain and leave the area in a clean and orderly condition, free of any potential hazard to the public, with all trash removed daily. Area shall be free from fire hazards relating to improperly stored materials.
- B. Upon completion, the contractor is to remove all equipment, debris and surplus materials from the premises in a timely manner.

VII. **WARRANTY**

Labor and materials are to carry a minimum one, (1) year warranty against defects. Manufacturer's product warranties should be submitted as part of the bid. The contractor shall pursue product warranty issues on the County's behalf should product failure occur.

IX. **INSURANCE**

Successful contractor will be required to submit a "Certificate of Insurance," per the included Standard Insurance Requirements.

X. **REFERENCES**

A minimum of three (3) references in the past five (5) years demonstrating completed work of a similar scope; be competent in the installation of asphalt sealer/sealcoating, line stripe/asphalt paint, crack filling, asphalt Parking lot and trail resurfacing/repairs and associated products and be experienced with on-demand contract. A minimum of one (1) reference should be for trail resurfacing and repair. Size, scope, and dollar amount of previous experience should be listed on the attached reference sheet. Gwinnett County may be used for only one (1) reference.

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID

BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY.	UNIT PRICE	TOTAL PRICE
Section A: Repairs				
1.	Asphalt Repair 9.5-Type II	10,000 SY	\$	\$
2.	Asphalt Repair Superpave Customized	10,000 SY	\$	\$
3.	Pavement Sealer SealMaster® or approved equivalent (See note above)	50,000 SY	\$	\$
4.	Pavement sealer PolyTar® or approved equivalent (See note above)	50,000 SY	\$	\$
5.	Flex Pave	10,000 SY	\$	\$
6.	Crack filler - Hot	50,000 LF	\$	\$
7.	#57 graded aggregate base	100 CY	\$	\$
8.	Rip rap stone	50 CY	\$	\$
9.	HDPE Pipe 12" diameter 20' L	5 EA	\$	\$
10.	PVC Pipe 4" diameter 20' L	10 EA	\$	\$
11.	Common grey concrete blocks (for speed humps)	50 EA	\$	\$
12.	Wheel Stop unpainted concrete 6' L including 2 Anchor Pins	50 EA	\$	\$
13.	Wheel Stop composite plastic solid yellow 6' L including 2 Anchor Pins	10 EA	\$	\$
14.	Wheel Stop rubber black/yellow striped 6' L including 2 Anchor Pins	10 EA	\$	\$
15.	Reinstall for reuse existing wheel stops with anchor pins	100 EA	\$	\$
16.	Pedestrian crosswalk reflective sign 36"H surface mount with in-street anchor	10 EA	\$	\$
SECTION A TOTAL				\$
Section B: Painting				
1.	Thermoplastic reflecting traffic striping per Georgia DOT Section 653 – 5" W; yellow and white only	1,000 LF	\$	\$
2.	Repaint existing parking bays- 4" W x 16" to 19' long: (overpaint existing striping with no sealing)	2,000 EA	\$	\$

Company Name: _____

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BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY.	UNIT PRICE	TOTAL PRICE
3.	New parking bay layout and stripe - 4" wide stripe, 16' to 19' long: 9.0' & 9.5' wide bay minimum	1,000 EA	\$	\$
4.	Crosswalk/Cross Hatching 4" W	1,000 LF	\$	\$
5.	Solid Line Continuous 4" W (such as traffic centerline)	2,000 LF	\$	\$
6.	Solid Bar 24" W (such as stop bar or backing color for lettering)	500 LF	\$	\$
7.	Lettering 12" H (such as "NO PARKING" +/-)	50 EA	\$	\$
8.	Lettering 18" H (normal)	50 EA	\$	\$
9.	Lettering 4' H (stretched such as "STOP" +/-)	50 EA	\$	\$
10.	Lettering 6'H (stretched)	10 EA	\$	\$
11.	Directional arrow straight 6' H	10 EA	\$	\$
12.	Directional arrow curved	20 EA	\$	\$
13.	Handicap Parking Symbol (blue background, white graphic)	50 EA	\$	\$
14.	Curb Painting	200 LF	\$	\$
SECTION B TOTAL				\$
Section C: Milling				
1.	Milling, 1 ½ inch depth	5,000 SY	\$	\$
SECTION C TOTAL				\$
Section D: Unspecified Services				
1.	Materials requested by the County that are not specified line items will be billed at _____% above cost (not to exceed 15%)	\$10,000.00	%	\$
2.	Hourly rate for 2-man crew (unspecified services only)	40 HRS	\$	\$
3.	Emergency mobilization charge for emergency work that requires immediate response (on site to begin work within one business day)	1 EA	\$	\$

Company Name: _____

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BID SCHEDULE

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY.	UNIT PRICE	TOTAL PRICE
4.	Traffic control services, uniformed staff with vehicles and flashing lights; preventing people from entering the construction zones, assisting with large equipment traffic while entering and exiting construction zone; per 8-hour day	5 DAYS	\$	\$
SECTION D TOTAL				\$
BID TOTAL (SECTION A TOTAL + SECTION B TOTAL + SECTION C TOTAL + SECTION D TOTAL)				\$

NOTE: Pricing MUST contain ALL charges associated with service including labor, equipment, installation, materials, delivery and transportation.

Company Name: _____

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BID SCHEDULE CONTINUED

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin upon notification of award.**

Unless otherwise noted, bid prices will remain firm for four (4) additional one-year periods.

- If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation:

1st Renewal Option _____ increase/decrease (circle one)

2nd Renewal Option _____ increase/decrease (circle one)

3rd Renewal Option _____ increase/decrease (circle one)

4th Renewal Option _____ increase/decrease (circle one)

Company Name: _____

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BID SCHEDULE CONTINUED

Certification of Non-Collusion in Quote Preparation _____
Signature Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Vendors" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the past five (5) years.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____



BL097-24, Provision of Parking Lot & Asphalt Trail Maintenance and Repair on an Annual Contract

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett 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 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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act 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 Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

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_____

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

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 "E-Verify" 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).



BL097-24, Provision of Parking Lot & Asphalt Trail Maintenance and Repair on an Annual Contract

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - No information to disclose *(complete only section 4 below)*
 - Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this
_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer Initials: JS

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the

parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the

submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the

later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer

to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance

of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).**

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. §36-84-1).**

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount

or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

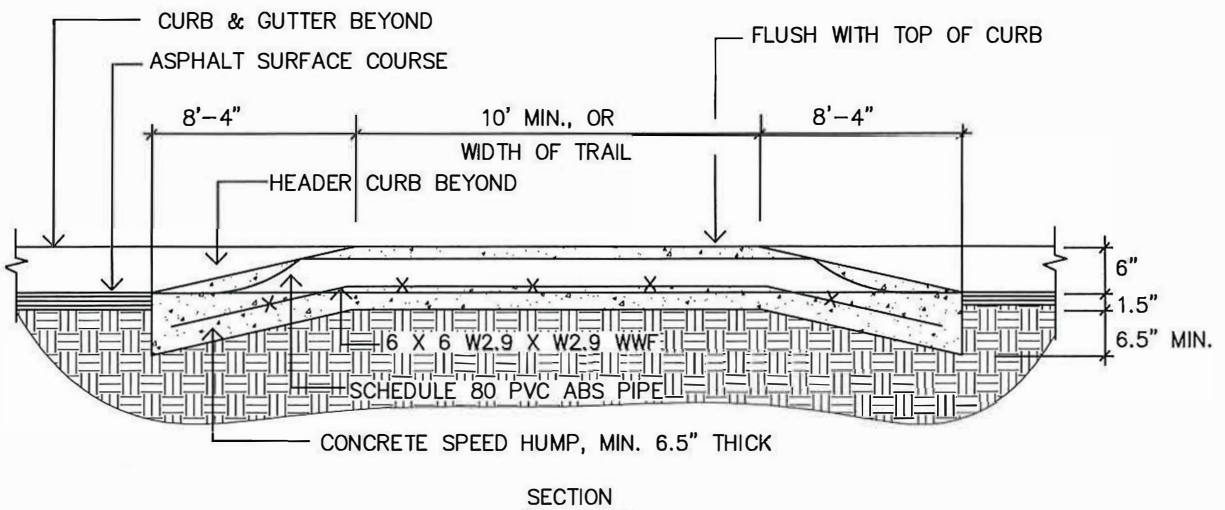
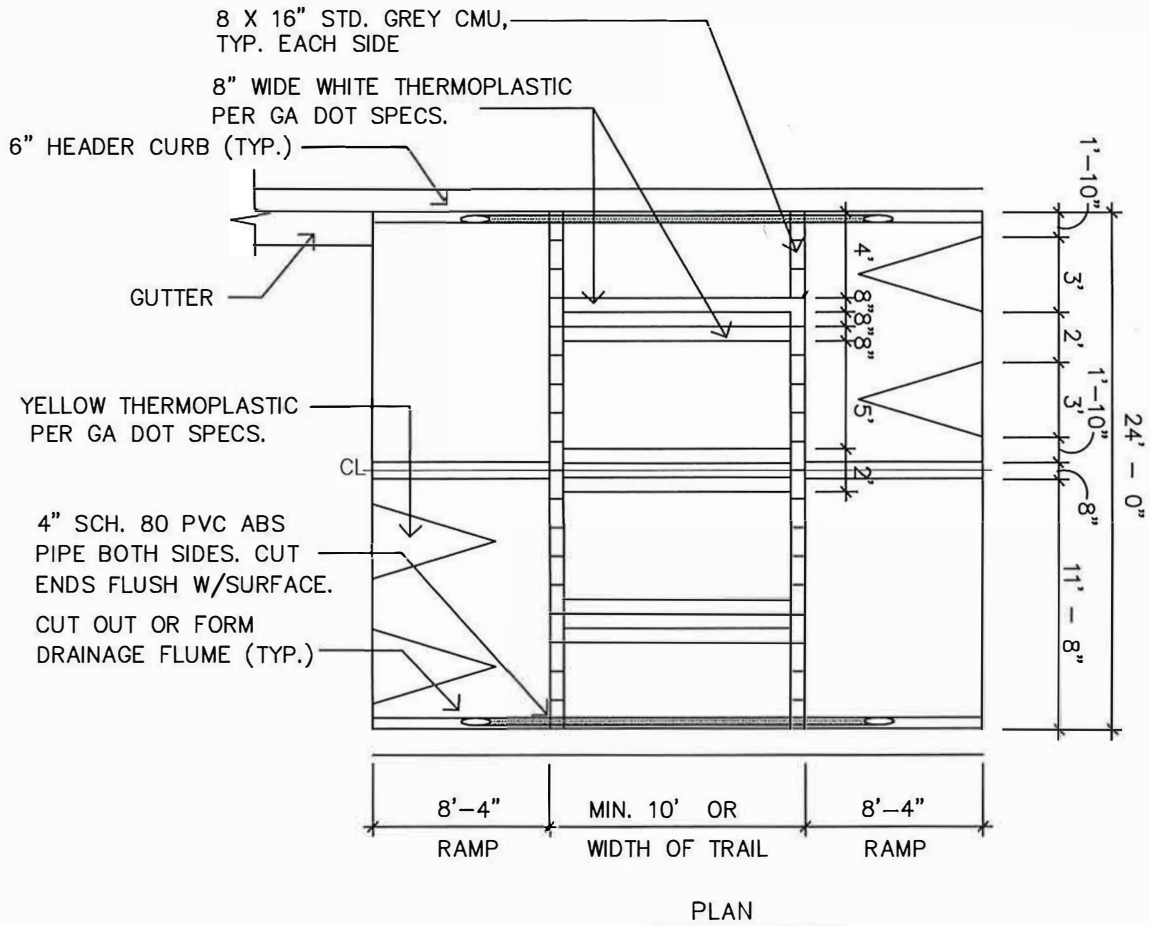
- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

ATTACHMENT A



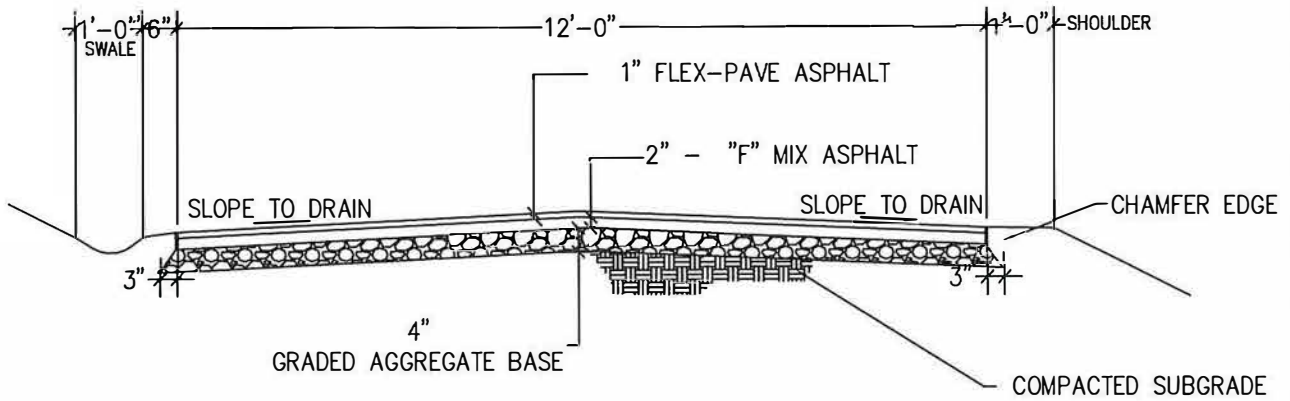
**PARKING LOT AND ASPHALT TRAIL
MAINTENANCE AND REPAIR
BL097-24**

DATE	NOTES	DTL. NUMBER
8/15/24		3

SPEED HUMP

FILE NAME: speedhump SCALE: N.T.S.

ATTACHMENT A



NOTES:
 ASPHALT TYPE "F"
 STANDARD GADOT SPECIFICATIONS

PARKING LOT AND ASPHALT TRAIL
 MAINTENANCE AND REPAIR
 BL097-24

DATE	NOTES	DTL. NUMBER
8/15/24		1

Asphalt Trail Section

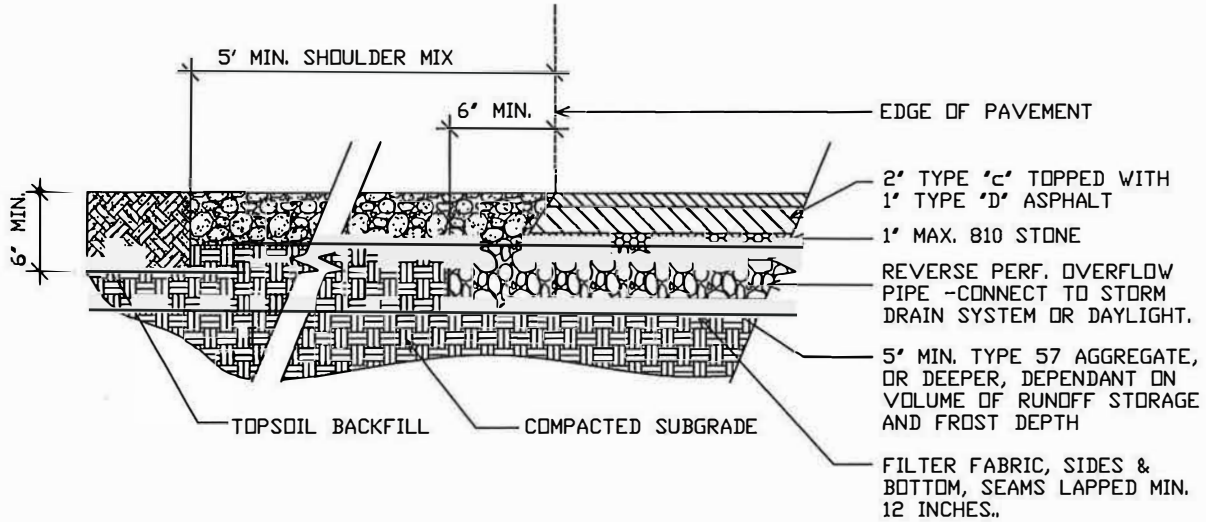
FILE NAME: asph.trl.sect SCALE: N.T.S.

ATTACHMENT A

NOTES:

TYPE 'C' ASPHALTIC OPEN DRAINAGE PAVEMENT MIXTURE, PER GA DOT SPEC. (MAX. SIZE 67 STONE PARTICLES); TYPE 'D' OPEN GRADED PAVEMENT, PER GA DOT SPEC. (MAX. SIZE STONE PARTICLES), MIN. 12% VOID SPACE BETWEEN AGGREGATES AFTER COMPACTION. 2.5 - 3% ASPHALTIC CEMENT.

PROVIDE TOPSOIL BACKFILL TO LIMIT OF DISTURBED AREA, UNLESS OTHERWISE NOTED.



PERVIOUS ASPHALT PARKING - SECTION

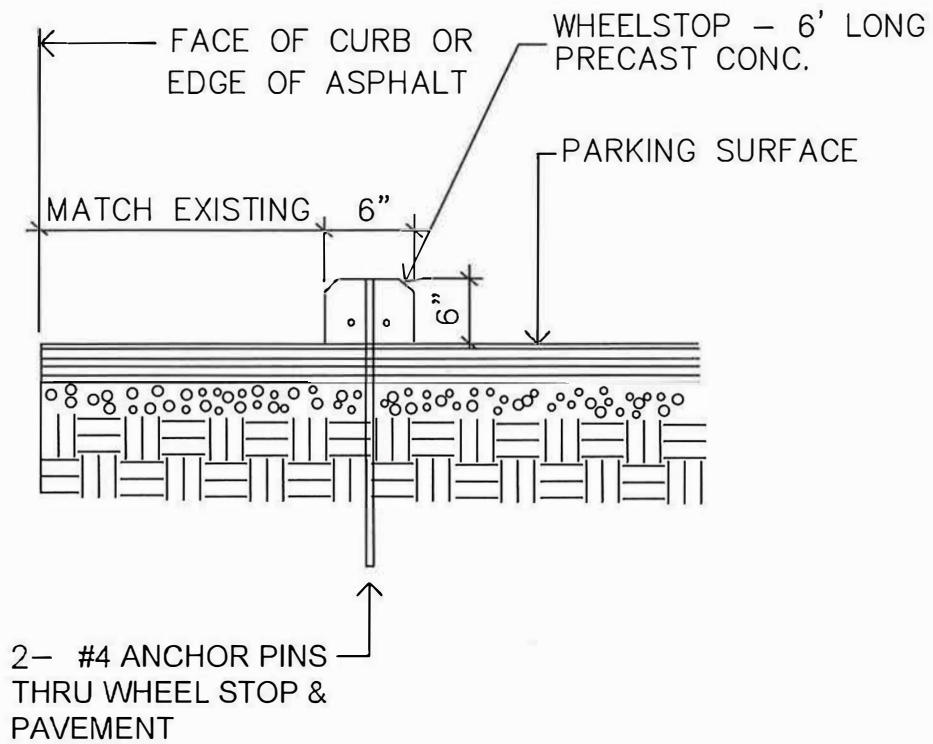
**PARKING LOT AND ASPHALT TRAIL
MAINTENANCE AND REPAIR
BL097-24**

DATE	NOTES	DTL. NUMBER
8/15/24		2

PERVIOUS ASPHALT PAVING

FILE NAME: perv.asphalt SCALE: N.T.S.

ATTACHMENT A



PARKING LOT AND ASPHALT TRAIL
MAINTENANCE AND REPAIR
BL097-24

DATE	NOTES	DTL. NUMBER
8/15/24		4

Wheel Stop

FILE NAME: wheelstop.dwg SCALE: N.T.S.



Technical Data

PolyTar® Heavy Duty Pavement Sealer

DESCRIPTION: GemSeal® PolyTar® is a premium heavy duty, superior performance, polymer-modified refined tar emulsion pavement sealer containing a high molecular weight polymer which has been cross-linked with refined tar (RT-12) to enhance durability, adhesion, elasticity and wear resistance. PolyTar provides a cost effective measure to extend the service life of all asphalt surfaces.

FEATURES:

- Formulated with refined tar (RT-12) chemically cross-linked with selected high molecular weight polymer compounds prior to emulsification, resulting in superior performance not achievable by other processes.
- Protects all asphalt surfaces including commercial and residential parking areas and driveways.
- Resists gasoline and oil penetration
- Manufactured in a continuous colloid mill process for consistent and fine emulsion particle size.
- Exhibits outstanding wear resistance, adhesion and flexibility for long-term durability.
- Protects pavements from oxidation by forming a tough protective skin with a deep black color.
- Weatherproofs and seals porous asphalt surfaces to prevent damaging effects of water penetration.

PHYSICAL PROPERTIES:

Property	Max.	Min.
Water (%)	60	---
Non-Volatile (%)	---	39
Ash (%)	40	30
Solubility in CS ₂ (%)	---	20
Sp. Gr. @ 77°	1.20	1.14
Polymer to RT-12 Ratio (Vol%)	---	6
Tan Delta (G''/G'), 60°C	4.5	---

APPLICABLE SPECIFICATIONS & STANDARDS:

ASTM D-6945; Standard Specification for Emulsified Refined Coal-Tar (Ready to Use, Commercial Grade)

ASTM D-3320; Standard Specification for Emulsified Coal Tar Pitch (Mineral Colloid Type).

ASTM D-490; Standard Specification for Road Tar.

ASTM D-3423; Standard Practice for Application of Emulsified Coal Tar Pitch.

ASTM D-2939; Standard Test Methods for Emulsified Bitumens Used as Protective Coatings

ASTM D-4866; Performance Standard for Coal Tar Pitch Emulsion Pavement Sealer Foundations Containing Mineral Aggregates and Optional Polymeric Admixtures.

AASHTO TP5-97; Provisional Standard Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer.

SURFACE PREPARATION:

Pavement surface must be sound, free of debris, vegetation, dust, oils, grease and detergent residues. Accumulations of petroleum deposits, tree sap, and dirt should be scraped clean and treated with GemSeal Tar Prime.

Narrow surface cracks should be filled with GemSeal Pourable Crack Filler, GemSeal Trowelable Crack Filler, GemSeal Crack-Flex Pro/Pro-S, or other suitable hot-applied joint sealant. Wide cracks, severely distressed, alligatored, or deteriorated pavement surfaces should be repaired.

New asphalt paving or repair patches should be allowed to cure a minimum of 60 days at temperatures of 60°F or above before seal coating begins. New Asphalt paving or repair patches should not show oil rings when 1 gallon of clean water is poured onto the surface.

MIX DESIGNS & APPLICATION RATES:

Use	Coats	PolyTar ³ (GAL)	Water ² (GAL)	Graded ¹ Aggregate (LB)	Application Rates Gal/Sq.Yd.
Low Traffic	1st	100	0 - 10	200 - 300	0.10 - 0.12
	2nd	100	0 - 10	0 - 300 ⁵	0.08 - 0.12
Medium Traffic	1st	100	0 - 10	200 - 300	0.10 - 0.15
	2nd	100	0 - 10	0 - 300 ⁵	0.10 - 0.12
High Traffic	1st ⁴	100	0 - 10	200 - 300	0.10 - 0.15
	2nd	100	0 - 10	200 - 300	0.10 - 0.12
	3rd	100	0 - 10	0 - 300 ⁵	0.08 - 0.12

1. Mineral Aggregate – Clean, washed, well graded silica or boiler slag mineral aggregate of 40-70 mesh is recommended to provide added traction to the cured coating, in addition to filling hairline voids in the asphalt. Mix designs containing greater than 300 lb. aggregate per 100 gal. GemSeal PolyTar are not recommended.
2. Additional water need only be added when using aggregate in the final coat mix design.
3. GemSeal PolyTar is produced from a cross-linked polymer modified refined tar (RT-12), and requires **NO** additional additives except graded aggregate or water. Use of any other additives is strongly discouraged, may damage performance, and will void Limited 1-Year Product Warranty.
4. 1st Coat is applied to entrances, exits, high traffic lanes, and turning radii.
5. Aggregate may be added to the final coat when added skid resistance is desired.



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APPLICATION:

GemSeal PolyTar can be applied using spray or mechanical squeegee equipment capable of controlled, uniform distribution of material conforming to mix designs and application rates specified. Material can also be applied with brush or rubber squeegee applicator designed for these products.

GemSeal PolyTar should be applied only when pavement and ambient temperatures are continuously above 50°F for at least 24 hours following application and no rain is forecast for that period. Allow adequate drying time between successive coats. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times.

Note: Sealcoating is not recommended for enclosed or permanently shaded parking areas such as underground parking garages.

PACKAGING:

Available in 55-gallon drums and tank truck up to 4,500 gallons.

ATTENTION:

GemSeal PolyTar should be protected from freezing.

CAUTION:

Both surface and ambient temperature shall be a minimum of 50°F and rising during application. Do not apply if temperature is expected to drop below 50°F, or if rain is expected in the forecast within a 24 hour period.

MANUFACTURING & CUSTOMER SERVICE:

Call (866) 264-8273 to find the nearest GemSeal location to purchase PolyTar Pavement Sealer.

GemSeal Pavement Products
Corporate Headquarters:
3700 Arco Corporate Drive, Suite 425
Charlotte, NC 28273

GemSeal Pavement Products warrants that for a period of one (1) year from date of purchase this product shall be free from manufacturing defects and shall meet or exceed performance standards listed in the technical data sheet for the product at the time of sale, if used as directed and within the stated shelf life. This Limited Warranty applies only if the product is stored, used, and applied over a properly prepared substrate in strict accordance with applicable specifications and instructions issued by GemSeal Pavement Products. The Limited Warranty will not apply if the product is altered, modified, or misused after it has left the control of GemSeal Pavement Products. GemSeal Pavement Products will not be responsible for defects caused by factors beyond its control, including but not limited to workmanship, application equipment, weather, acts of God, structural failure, condition or movement of substrate, improper additives, poor drainage, ponded water, improper maintenance, damage from snow removal equipment, and normal wear and tear. GemSeal Pavement Products does not warrant that the product or any method of use or application would be suitable for any particular site conditions.

All warranty claims must be submitted in writing, with proof of purchase, to the following address: 3700 Arco Corporate Drive, Suite 425, Charlotte, NC 28273. Unused portions of product must be returned upon request. Replacement of defective product or, at GemSeal Pavement Products' option, refund of the purchase price of defective product shall be the buyer's sole remedy under this Limited Warranty. In no event shall GemSeal Pavement Products be liable for any damages in excess of the purchase price of the defective product. This Limited Warranty does not cover labor costs for product application, replacement, or repair. GEMSEAL PAVEMENT PRODUCTS SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SALES OR PROFITS, BUSINESS INTERRUPTION, DELAYS, PHYSICAL DAMAGE TO OTHER MATERIALS OR PROPERTY, OR LOSS OF USE OF PROPERTY.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. GEMSEAL PAVEMENT PRODUCTS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No modification or extension of this Limited Warranty shall be valid unless given in writing and signed by an authorized officer of GemSeal Pavement Products. Sales personnel and product distributors are not authorized to modify or extend this Limited Warranty.

SEALMASTER COAL TAR CONCENTRATE

Pavement Sealer

SMT-100

REVISED 09/03/19

PRODUCT DESCRIPTION & BENEFITS

SealMaster Coal Tar Concentrate Pavement Sealer is a clay-stabilized, fuel resistant coal tar emulsion pavement sealer designed to protect and beautify asphalt pavement. Coal Tar Concentrate is formulated to be job-mixed with water and aggregate.

USES

SealMaster Coal Tar Concentrate is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

COMPOSITION

SealMaster Coal Tar Concentrate is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job-mixed to produce a slip-resistant coating.

SIZES

SealMaster Coal Tar Concentrate is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5-gallon pails.

COLOR

SealMaster Coal Tar Concentrate dries to a deep, rich black color.

LIMITATIONS

SealMaster Coal Tar Concentrate shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period after application.

TECHNICAL DATA

- SealMaster Coal Tar Concentrate meets the requirements of ASTM D 5727, RP 355e and ASTM D 490.
- ASTM D 6945 - Emulsified Refined Tar (Commercial Grade), Type I and Type II
- ASTM D 3320 - Emulsified Refined Tar Pitch (Mineral Colloid Type)
- ASTM D 4866/4866M
- FAA Engineering Brief No. 46
- Item P-625 and No. 46A, Item P-630
- Item P-627 (with additive), Item P-631 (with additive)

ENVIRONMENTAL CONSIDERATIONS

SealMaster Coal Tar Concentrate does not contain asbestos. Coal Tar Concentrate is an environmentally friendly water based pavement sealer containing less than 50 grams per liter volatile organic content (VOC).

PHYSICAL CHEMICAL PROPERTIES

SealMaster Coal Tar Concentrate is a premium quality

pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM D 466, ASTM D 490, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures. (see chart below)

Test	Specifications	Result
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.	PASSES
Chemical & Physical Analysis		
- Non Volatiles %	47% Minimum	PASSES
- Ash Non Volatiles %	30 - 40	PASSES
- Solubility of Non Volatiles in CS ₂ %	20 Min.	PASSES
- Specific Gravity 25°C	1.20 Minimum	PASSES
Drying Time	8 hr. Max	PASSES
Adhesion & Resistance to Water	No Penetration or Loss of Adhesion	PASSES
Resistance to Heat	No Blistering or Sagging	PASSES
Flexibility	No Cracking or Flaking	PASSES
Resistance to Impact	No Chipping, Flaking or Cracking	PASSES
Resistance to Volatilization	10% Loss in Weight Max.	PASSES
Wet Film Continuity	Smooth, Nongranular Free from Coarse Particles	PASSES
Resistance to Kerosene	No loss of adhesion or penetration	PASSES
P-625 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-630 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-631 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES

INSTALLATION

Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster Petro Seal™ or Prep Seal™.

METHODS

SealMaster Coal Tar Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be

SEALMASTER COAL TAR CONCENTRATE

Pavement Sealer

SMT-100

REVISED 09/03/19

acceptable in areas where practicality prohibits the use of mechanized equipment.

MIXING PROCEDURES

For optimum results, SealMaster Coal Tar Concentrate Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

Coal Tar Concentrate	100 gallons
Water	30-40 gallons
Pave Gel Polymer Additive	1-2 gallons
Sand*	200-500 lbs.

*(40-70 mesh AFS rating)

IMPORTANT

The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

NOTE: Pave Gel is manufactured by ThorWorks and is available from your local SealMaster facility.

APPLICATION

For optimum performance and durability apply two coats of properly mixed SealMaster Coal Tar. A third coat of mixed Coal Tar Sealer may be applied to high traffic areas such as entrances, exits, and drive lanes.

APPLICATION RATE OF MIXED COAL TAR SEALER

Apply properly mixed Coal Tar Sealer (Coal Tar Concentrate, Water, Sand, Additive) at a rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat.

ESTIMATING MATERIAL REQUIREMENTS

To estimate gallons of SealMaster Coal Tar Concentrate required to cover a specific area use the following coverage rate:

- One gallon of SealMaster Coal Tar Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

NOTE: Coverage rates may vary due to pavement age and porosity.

PRECAUTIONS

Both surface and ambient temperature shall be a minimum of 50°F in a 24 hour period following application. New asphalt surfaces should be allowed to cure a minimum of four weeks under ideal weather conditions (70°F) before applying Coal Tar Concentrate. Keep out of reach of children. Do not store unopened drums or pails in freezing

temperatures.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Phone: 1-800-395-7325

www.sealmaster.net



Technical Data

CRACK-FLEX[®] PRO

CRACK-FLEX[®] PRO is a hot applied joint and crack sealing compound formulated with selected asphaltic resins, synthetic polymeric rubber, plasticizers, stabilizers, and a blend of organic reinforcing fillers. This economical material is a one-part sealant that provides excellent results. GemSeal **CRACK-FLEX PRO** is designed specifically for today's asphalt and concrete pavements.

Specifications

ASTM D 3405
 ASTM D 6690 Types 2 & 3
 AASHTO M 301
 AASHTO M 324 Types 2 & 3

Exceeds
 ASTM D 1190
 ASTM D 6690 Type 1
 AASHTO M 173
 AASHTO M 324 Type 1

Fed. Spec.
 SS-S-164
 SS-S-1401C
 FAA
 P605

TYPICAL PROPERTIES:

Safe Heating Temperature		410 F Max.
Application Temperature		370-390 F
Heating Time		12 Hours Max.
Penetration	77 F	90 dmm Max.
Resiliency	77 F	60 % Min.
Flow	140 F	3 mm Max.
Bond	-20 F / 50 % Extension	3 Cycles Passed
Bond	0 F / 100 % Extension	3 Cycles Passed
Softening Point		176 F Min.
Viscosity	375 F	50 Poise Max.
Specific Gravity		1.19 Approximately
Asphalt Compatibility		Pass
Flash Point		400 F Min.

APPLICATIONS:

GemSeal[®] **CRACK-FLEX PRO** is recommended for sealing of joints and cracks in asphaltic and concrete pavements. It is designed for use in sealing expansion and contraction joints as well as random cracks.

SURFACE PREPARATION: To facilitate proper adhesion, the joint or crack should be dry and clear of any dirt, dust or other contaminants. Substrate and ambient temperatures must be 40°F or above. Proper sizing of the joint will cause the maximum extension/compression to not exceed 50% of the width. Joints or random cracks of 1/4" or less are difficult to properly clean prior to applying the sealant.

EQUIPMENT:

Use an agitated oil-jacketed unit that has separate temperature gauges for both the sealant and the heat transfer fluid. Take the 35 lb. plastic bag of sealant and load into the kettle one at a time. Melt only enough material for the day's activities. Once melted, additional material can be added as needed. Material can be safely reheated within the sealants service life.

NOTE: Prolonged heating of the sealant above the maximum safe heating temperature may cause it to gel in the kettle.

SERVICE LIFE:

The service life (pot-life) at application temperatures is approximately 12 hours. Adding fresh material to the melter as sealant is being used will extend the service life.

Material that has been overheated can thicken and gel in the melter. Any material that has exceeded the service life should be removed from the melter and discarded.



Crack-Flex[®] Pro

CAUTION:

This product is heated to high temperatures during application. Skin contact with heated material can cause severe burns. Wear protective clothing, safety glasses and gloves always while using this product.

CRACK-FLEX PRO

is packaged in a 30 lb. polybag inside a high strength corrugated box. Each pallet contains 75 boxes or 2,250 pounds

Coverage

Width	Depth	Pounds per Linear Ft.
3/8"	3/8"	7.2
3/8"	1/2"	9.6
1/2"	1/2"	12.8
1/2"	1"	25.7
3/4"	1/2"	19.3
3/4"	3/4"	28.9

MANUFACTURING & CUSTOMER SERVICE:

Call (866) 264-8273 to find the nearest GemSeal location to purchase Crack-Flex Pro.

GemSeal Pavement Products warrants that for a period of one (1) year from date of purchase this product shall be free from manufacturing defects and shall meet or exceed performance standards listed in the technical data sheet for the product at the time of sale, if used as directed and within the stated shelf life. This Limited Warranty applies only if the product is stored, used, and applied over a properly prepared substrate in strict accordance with applicable specifications and instructions issued by GemSeal Pavement Products. The Limited Warranty will not apply if the product is altered, modified, or misused after it has left the control of GemSeal Pavement Products. GemSeal Pavement Products will not be responsible for defects caused by factors beyond its control, including but not limited to workmanship, application equipment, weather, acts of God, structural failure, condition or movement of substrate, improper additives, poor drainage, ponded water, improper maintenance, damage from snow removal equipment, and normal wear and tear. GemSeal Pavement Products does not warrant that the product or any method of use or application would be suitable for any site conditions. All warranty claims must be submitted in writing, with proof of purchase, to the following address: 3700 Arco Corporate Drive, Suite 425, Charlotte, NC 28273. Unused portions of product must be returned upon request. Replacement of defective product or, at GemSeal Pavement Products' option, refund of the purchase price of defective product shall be the buyer's sole remedy under this Limited Warranty. In no event shall GemSeal Pavement Products be liable for any damages in excess of the purchase price of the defective product. This Limited Warranty does not cover labor costs for product application, replacement, or repair. GEMSEAL PAVEMENT PRODUCTS SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST SALES OR PROFITS, BUSINESS INTERRUPTION, DELAYS, PHYSICAL DAMAGE TO OTHER MATERIALS OR PROPERTY, OR LOSS OF USE OF PROPERTY. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. GEMSEAL PAVEMENT PRODUCTS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No modification or extension of this Limited Warranty shall be valid unless given in writing and signed by an authorized officer of GemSeal Pavement Products. Sales personnel and product distributors are not authorized to modify or extend this Limited Warranty.

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