



To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White 

Date: December 22, 2022

Subject: Contract #2186-B Crack Sealing Services

The Purchasing Department issued Invitation to Bid #2186-B to secure a contractor for crack sealing services on various county roads and one road in the Town of Tyrone. Notice of the opportunity was emailed to 10 companies. Another 295 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #74556 (Joint Sealants), #74580 (Rubber Asphalt Crack Sealing Compound), #74584 (Slurry Seal), #74586 (Seal Coating), #91384 (Maintenance and Repair, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

The county received four (4) quotes (Attachment 1). The low bidder, Remac, Inc., performed crack sealing services for the county in 2015. When the road was resurfaced in 2017, the product had not adhered to the asphalt as it should have. We have been advised that the sealant manufacturer has been bought out by another company, and the sealant product subsequently redesigned. To better assure good results for this project, Remac would be using the new product, and has offered a three-year warranty for their work (Attachment 2).

The attached Contractor Performance Evaluations reflects the Road Department's evaluation of Remac's work in 2015 (Attachment 3). Given the newly designed sealant and Remac's three-year work warranty, the Road Department recommends Remac Inc. for this project.

The Town of Tyrone has signed an Intergovernmental Agreement (IGA) to reimburse Fayette County for services performed within the Town of Tyrone (Attachment 4). Specifics of the proposed contract are as follows:

Contract Name	#2186-B Crack Sealing Services		
Contractor	Remac, Inc.		
Contract Amount	\$96,457.44		
Budget:			
Org Code	10040220	Road Department	
Object	521316	Technical Services	
Available	1,894,674.11	as of 12/22/2022	

Approved by: 

Date: 12/20/22

#2186-B Crack Sealing Services
Tally Sheet

Bid due date: 3:00pm, November 15, 2022

Responder	PROPOSED FAYETTE COUNTY STREET LIST		PROPOSED TOWN OF TYRONE STREET LIST		TOTAL BID PRICE
	Price per mile	Total Extended Price	Price per mile	Total Extended Price	
		15.89		3.62	
Blount Construction Company, Inc.	\$6,413.20	\$101,905.75	\$7,549.16	\$27,327.96	\$129,233.71
Wall Asphalt Services, Inc.	\$6,426.00	\$102,109.14	\$6,426.00	\$23,262.12	\$125,371.26
Deep South Industrial Service, Inc.	\$5,445.00	\$86,521.05	\$5,445.00	\$19,710.90	\$106,231.95
Remac Inc	\$4,944.00	\$78,560.16	\$4,944.00	\$17,897.28	\$96,457.44

MAILING ADDRESS
Post Office Box 9
Freeman, Virginia 23856



PHYSICAL ADDRESS
20103 Governor Harrison Pkwy
Freeman, Virginia 23856

REMAC INC.
Asphalt Maintenance

Office (434) 634-2111 • Fax (434) 634-0024
www.remacus.com

Ms. Sherry White,

Extended three-year warranty.
Reference ITB 2186-B Crack Sealing

Remac Inc. would like to offer a three-year warranty for the above-mentioned project only. This is for our work and our work only. We guarantee that we will replace any sealant that fails to remain in the cracks. Due to the nature of the product, we cannot guarantee the sealant will not wear entirely from the surface or split open due to the earth/base movement. Per our conversation, the main concern is some sealant failed during a previous paving operation. Should Fayette County have a problem with the pavement mat on future overlays, they should reach out to Remac Inc., immediately. Remac Inc. will move quickly to remedy any issues that may arise. Remac Inc. recommends a 60-day cure period and minimum of 2" overlay.

Respectfully,

Matthew C. Brewer

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

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1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: REMAC, INC.	Contract Number: #1006-B
Mailing Address: 20103 GOV HARRISON PKWY	Contract Description or Title: Crack Sealing Services
City, St, Zip Code: FREEMAN, VA 23856	Contract Term (Dates) From: Sept 09, 2015 To Nov 09, 2015
Phone Number:	Task Order Number:
Cell Number:	Other Reference:
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

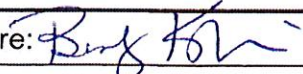
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products				X	
3. Quality of work				X	
4. Adherence to specifications or scope of work				X	
5. Timely, appropriate, & satisfactory problem or complaint resolution				X	
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens				X	
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance				X	

EVALUATED BY

Signature: 	Date of Evaluation: 12-29-22
Print Name: Bradley Klinger	Department/Division: Road
Title: Assistant Director	Telephone No: 6039

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Contract Number:

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Remac, Inc. placed crack sealing throughout the County in the late fall of 2015 under contract
#1006-B Crack Sealing Services. Remac used approved GDOT materials for this project but the
quality of work performed on Redwine Road ended up not being of quality because in April of
2017 the County attempted to resurface over the crack seal. During this resurfacing the crack
sealing came loose from the existing asphalt and mixed into the new asphalt to create bumps
throughout the pavement. After further inspection of the crack sealing it appeared that the cracks
were not fully cleaned of existing debris before sealing which resulted in the damaged new
asphalt.

STATE OF GEORGIA

COUNTY OF FAYETTE

CRACK SEAL PROJECT AGREEMENT

This Agreement entered into this 1 day of Dec.,
2022 between the TOWN OF TYRONE, a municipal corporation lying wholly or partially
within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter
referred to as "the Town", and FAYETTE COUNTY, GEORGIA, a political subdivision of the
State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as
"the County" to provide one-time pavement markings maintenance, a/k/a, crack sealing, within
the corporate limits of the Town, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the County and the Town desire to place crack seal within the corporate
limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and Town desire to coordinate their efforts, as hereinafter
provided, in the pavement project plan that are listed on the attachment to this Agreement known
as Special Stipulations. Said Special Stipulations are hereby adopted into the Agreement by this
reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, the
receipt and sufficiency of which are hereby acknowledged by the Town and the County, the
Town and the County do hereby agree as follows:

1.

The County agrees to provide the contractor procurement and project management for the crack sealing project which have been identified on the Special Stipulations attachment.

2.

The Town and the County agree that the Roads identified on the Special Stipulations are part of the Town road system and, as such, shall be completely and solely within the Town's jurisdiction and control. The pavement markings of the Roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road(s) within the Town be deemed a County Road. Unless otherwise agreed, the maintenance and repair of the portion of the Road(s) within the Town, other than the crack sealing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to maintain the portion of the Road(s) within the Town and further warrants that the performance of work on that portion of the Road(s) within the Town will not violate any restrictions, covenants, local or state law.

4.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and

representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the Town.

5.

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations, the parties agree that any terms and conditions in the Special Stipulations supersede any terms and conditions within this Agreement.

6.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

7.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

(SEAL)



Attest:


Tameca P. Smith, County Clerk

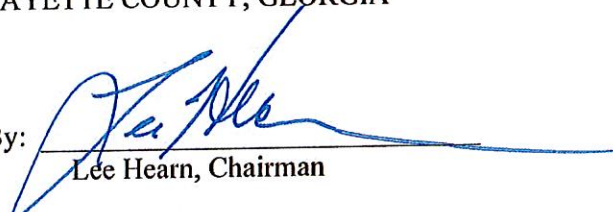
(SEAL)

Attest:


Dee Baker, Town Clerk


FAYETTE COUNTY, GEORGIA

By:


Lee Hearn, Chairman

TOWN OF TYRONE

By:


Eric Dial, Mayor