



County of Georgetown, South Carolina

129 Screven Street, Suite 239 • Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 • Fax (843)545-3500 • purch@gtcounty.org

INVITATION FOR BID (IFB)

BID NUMBER: 21-043

ISSUE DATE: Wednesday, July 14, 2021

OPENING DATE: Wednesday, August 4, 2021

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection/Conference: [None]

PROCUREMENT FOR: Court Construction & Resurfacing (multiple locations)

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts:	Nancy Silver
Phone:	(843)545-3076
Fax:	(843)545-3500
E-mail:	nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: Bid #21-043, Court Construction & Resurfacing (multiple locations)

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcountry.org select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

☐ Our firm **does** intend on responding to this solicitation.

☐ Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #21-043

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, July 14, 2021	n/a	n/a
Pre-Bid Conference:	Independent-On Own	n/a	Various
Deadline for Questions:	Wednesday, July 28, 2021	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, August 4, 2021	3:00PM ET	Electronic
*Public Bid Opening & Tabulation:	Wednesday, August 4, 2021	3:00PM ET	Hybrid

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

IFB #21-043 Court Construction & Resurfacing (multiple locations)

INTRODUCTION

The Georgetown County Parks and Recreation Department is soliciting sealed bids for the construction and resurfacing of various tennis courts and basketball courts across Georgetown County. See below for a listing of project locations and detailed scope of work. The County seeks to obtain all services from a single contractor. The County has the right to award all or award individual park sections of the base bid as needed.

This project may consist of, but not be limited to: demolition, disposal, asphalt, concrete, sidewalk connections, fencing, work around utilities, electrical work, lighting, testing, grading, and drainage. The work performed under this Contract shall include, but may not be limited to: the furnishing of all labor, materials, equipment and services, whether specifically mentioned or not, that is required to complete the Construction of the Work of the project. All requirements of the State of South Carolina and all pertinent administrative regulations shall apply to this project as if herein written out in full.

PROJECT LOCATIONS:

South Island Park	860 Aviation, Georgetown, SC	Lat: 33.318812 Long: -79.301443
N Santee Park	1484 Mt. Zion Rd, Georgetown, SC	Lat: 33.248258 Long: -79.399723
Pleasant Hill Regional	127 Schoolhouse Dr. Hemingway, SC	Lat: 33.6793 Long: -79.3542
Lambertown Park	1540 Dawhoo Lake Rd, Georgetown, SC	Lat: 33.3090 Long: -79.5752
Dunbar	1960 Dunbar, Georgetown, SC	Lat: 33.5232 Long: -79.3532
Sampit Elementary	67 Woodland, Georgetown, SC	Lat: 33.3825481 Long: -79.2963893

SITE INSPECTION:

- 1) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- 2) It is the responsibility of the proposing contractor to accurately measure the areas, and to determine and include all materials and labor required to successfully bid the project.

- 3) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- 4) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- 5) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- 6) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

REQUIRED BID SECURITY:

- 1) The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract. Pricing for such Performance Bond should be indicated separately on the Vendor Bid Submission Form.
- 2) Each bid must be accompanied by a Bid Bond, or by a certified check payable to Georgetown County, SC, for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Bid Bonds will be returned to unsuccessful vendors after award of Bid.
- 3) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.

GENERAL REQUIREMENTS

1. Contractor must be an American Sports Builder Associated tennis court builder OR have a minimum of 10 years' experience in the construction of tennis courts. Please submit proof of experience.
2. Acrylic Surfacing System Installer is required to have a minimum of three years' experience in the application of athletic surface systems similar in material, design, and extent to that indicated

for this Project and whose work has resulted in installations with a record of successful in-service performance.

3. Acrylic Surfacing System: County has determined that the following manufacturers provide the acrylic surfacing system meeting the requirements for the intended purpose. Provide products by one of the following or approved equal insuring that all work shall conform to the enclosed specifications and manufacturer's literature. See attachment A for specifications

Subject to compliance with requirements, provide products by one of the following or approved equal:

1. California Products Corp. - Nova Plexipave System and Plexipave Color Surface (Basis of Design); Tel: 1-800-225-1141.
 2. Nova Sports USA; Tel: 1-800-USA-NOVA.
 3. DecoTurf (Division of California Products Corp.); Tel: 1-800-332-6178.
 4. Net Sports Plus; Tel: 1-843-916-8218.
 5. DecoTurf (Div. of California Products Corp.); Tel: 1-800-332-6178.
4. Insurance:
The awarded Contractor will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured per the County's insurance requirements as listed within the Instructions for Bidders section.
 5. The construction schedule shall be coordinated with the County's Designated Project Manager.
 6. Demolition shall be performed in such a way as to not damage the existing facilities. The Contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.
 7. The worksite shall be barricaded from the public at all times. The Contractor shall be responsible for the safety of the general public, County personnel, their employees, and their sub-contractors. The Contractor will be solely liable for any damages that may result from the Contractor's performance or lack of performance.
 8. Portable Toilet Facilities and utility connections are available at all locations except for Sampit Elementary School. It will be the responsibility of the contractor to provide those items at that site.
 9. Upon completion of each task, the County's Designated Project Manager will inspect the job and any defects shall be corrected by the Contractor immediately.
 10. Permits:
The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcountry.org/176/Building-Department>.

11. Warranties:

Contractor shall guarantee all material furnished and all workmanship performed for a minimum period of one (1) year from the date of final acceptance of the Work. Any defects developing within this period, traceable to material furnished as part of the Work or workmanship performed hereunder, shall be corrected at no expense to the County.

12. Evaluation & Award:

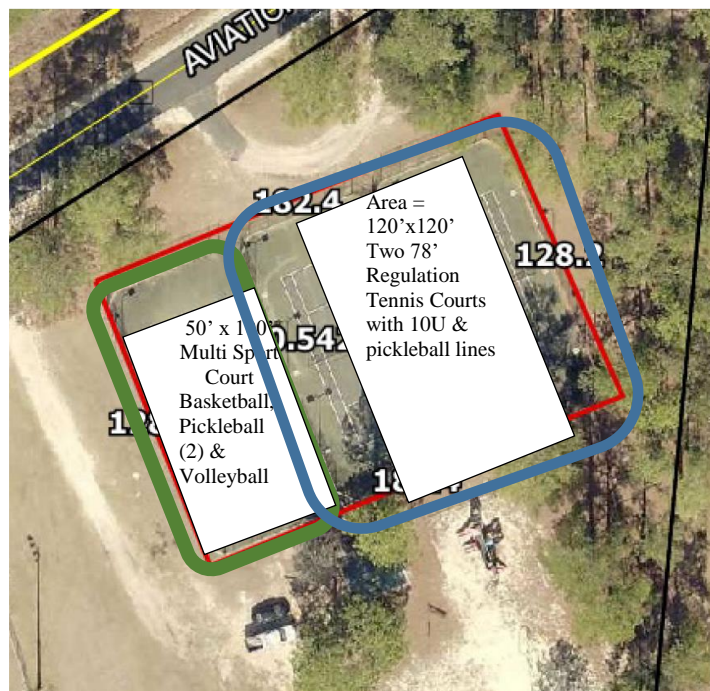
The Construction Contract will be awarded to the firm submitting the lowest and most responsive and responsible proposal as determined by the County. In determining the lowest and most responsive and responsible bidder, in addition to cost, the following factors shall also be considered: the number of days for mobilization of contract, the number of days for completion of services at all locations, ability to comply with all bid requirements, customer references showing satisfactory past record of performance with other clients including the quality of work, reliability, capability of staffing, and experience of Offeror to render prompt and satisfactory service of the volume called for under this contract, and past record of performance with the County.

13. It is the County's intent to award all base bid items to a single Contractor. However, should budget limit the amount of work that can be done, the County may choose to negotiate with the highest ranked offeror to remove select locations or work accordingly.

SCOPE OF WORK

A. South Island Park – Demo & Reconstruction Project

Existing courts include (3) tennis courts with lights and fencing. Project scope includes reconstruction of (2) courts for tennis/pickle ball play and (1) court conversion for basketball play.



Two (2) tennis + One (1) Multi Sport (Basketball, Pickle ball & Volleyball lines)

- 10' Perimeter Fence around outside dimensions of two tennis courts 120' x 120'
- 5' divider fence between two tennis courts
- 10' fence at each end of basketball court
- 100' sideline of basketball - towards park open (no fence)
- New 8-foot gate with ground pins shall be located at appropriate location on tennis court perimeter fence for servicing & maintenance of courts
- Exterior entrance gate (1) for tennis courts shall be 4-foot gate. Placement recommendation based upon contractor input.

B. North Santee Park



Two (2) tennis courts with pickle ball & 10U lines

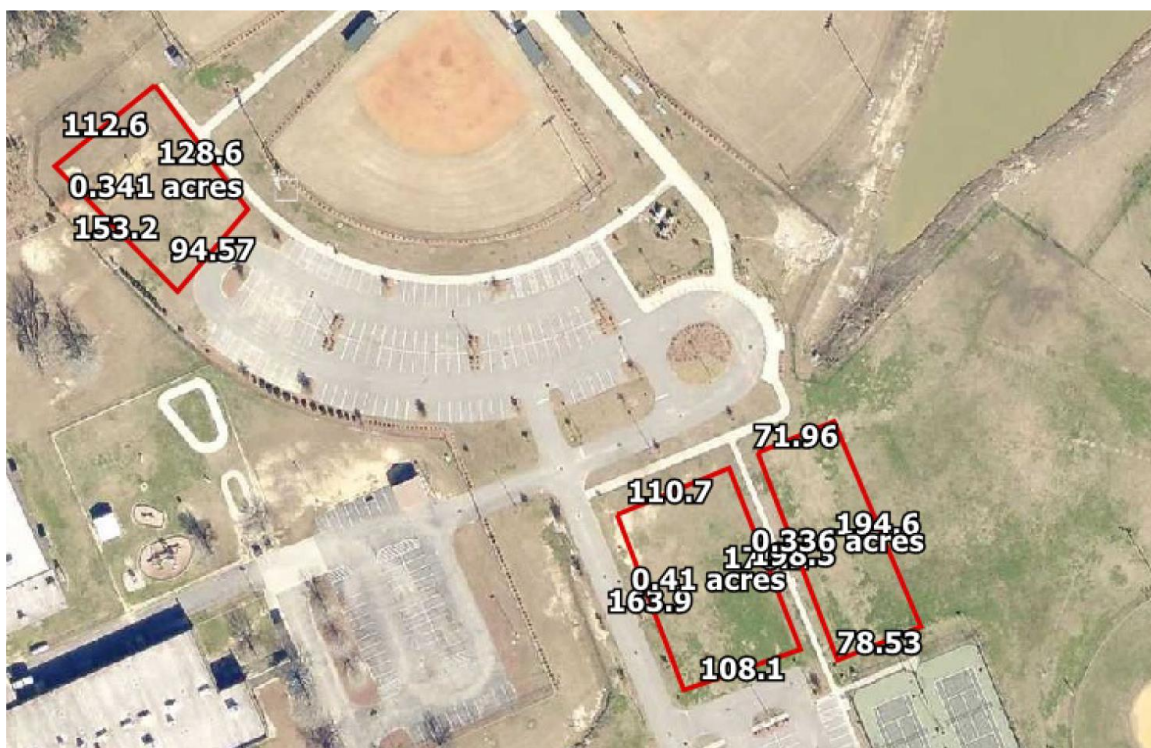
BID ALTERNATE at this location 100' of 10' perimeter fence (Mt. Zion Ave sideline of basketball court).

C. Sampit Elementary School



Two (2) tennis courts with 10U & pickle ball lines

D. Pleasant Hill Regional Park



One (1) sport court, basketball & pickle ball lines (100' x 50') – NO LIGHTS

E. Dunbar Park



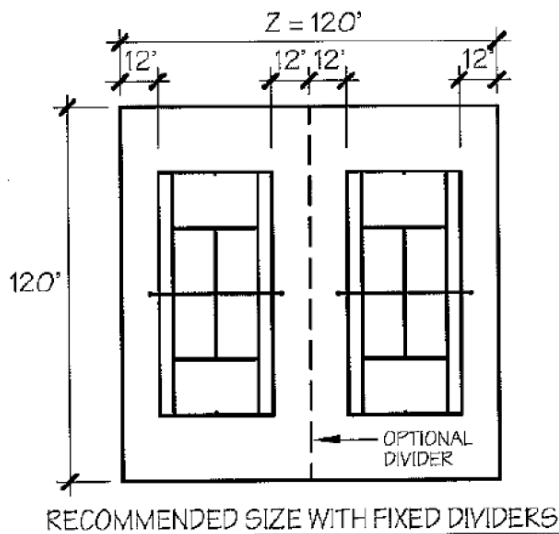
Coat & line existing court

SPECIFICATIONS

TENNIS COURTS

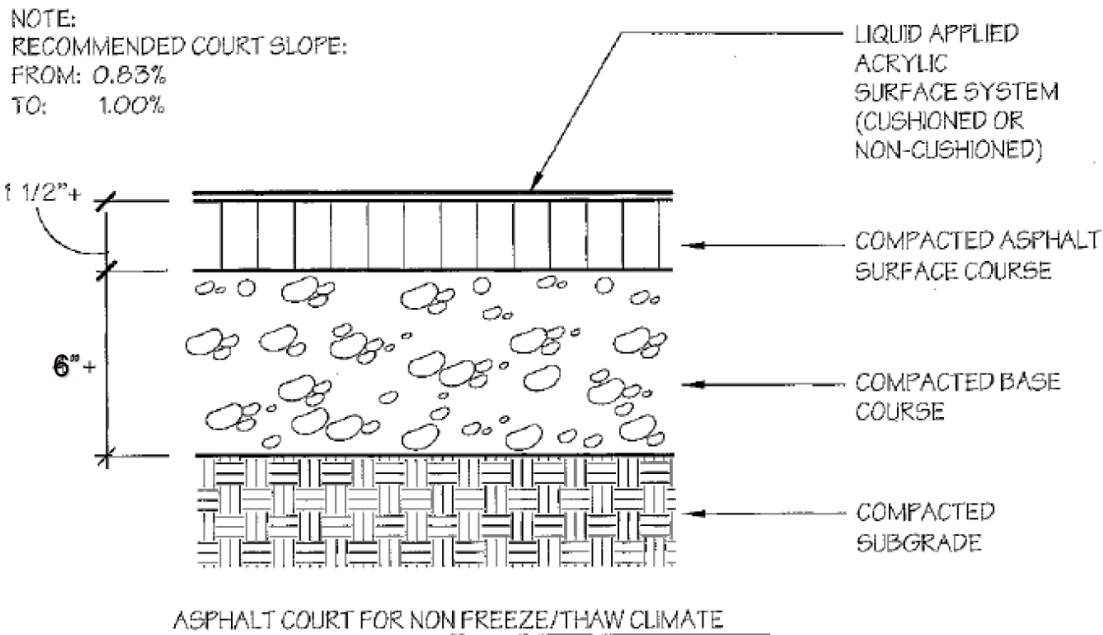
Court Dimensions:

Courts shall be full size 78 foot courts as depicted.



TWO (2) COURT BATTERY	Z = 120'
THREE (3) COURT BATTERY	Z = 180'
FOUR (4) COURT BATTERY	Z = 240'
FIVE (5) COURT BATTERY	Z = 300'
SIX (6) COURT BATTERY	Z = 360'

Hard Court Asphalt Surface(s) – ALL COURTS:



Finished Asphalt Pavement Guidelines

Slope-Slope asphalt courts in a true plane a minimum of .83% (1:120) to a maximum of 1.00% (1:100). Side to side.

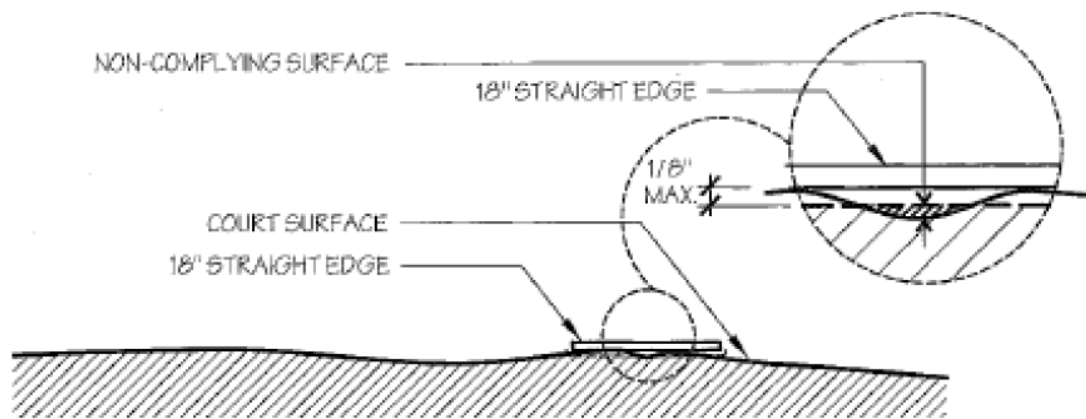
Planarity-Finished court shall not vary more than $\pm 3/8$ " from the designed elevation within the Primary Playing Area. Measure Planarity and slope with a transit or laser level.

Evenness-Surface shall not vary more than $1/4$ " in 10' when measured in any direction using a straightedge.

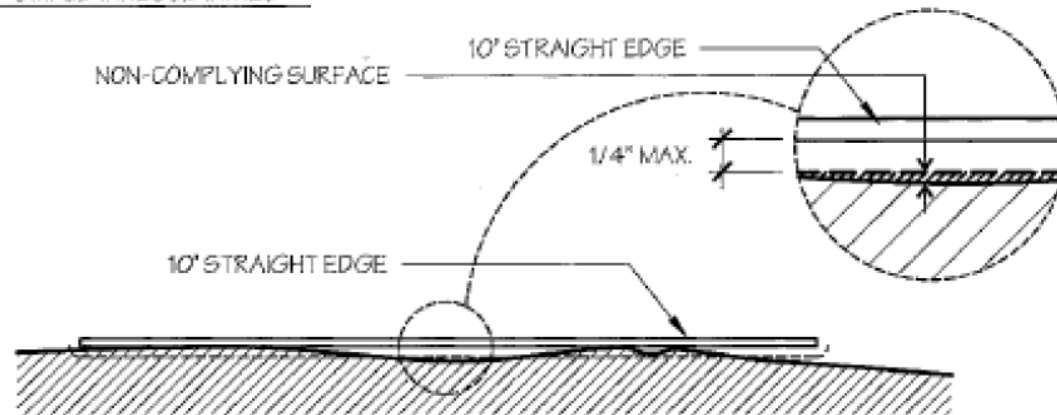
Small Irregularities-There shall be no deviation in the asphalt surface greater than $1/8$ " in 18".

Cure asphalt pavement 14 to 30 days, dependent upon site conditions and weather conditions, composition of the asphalt and the surface coating manufacturer's recommendations.

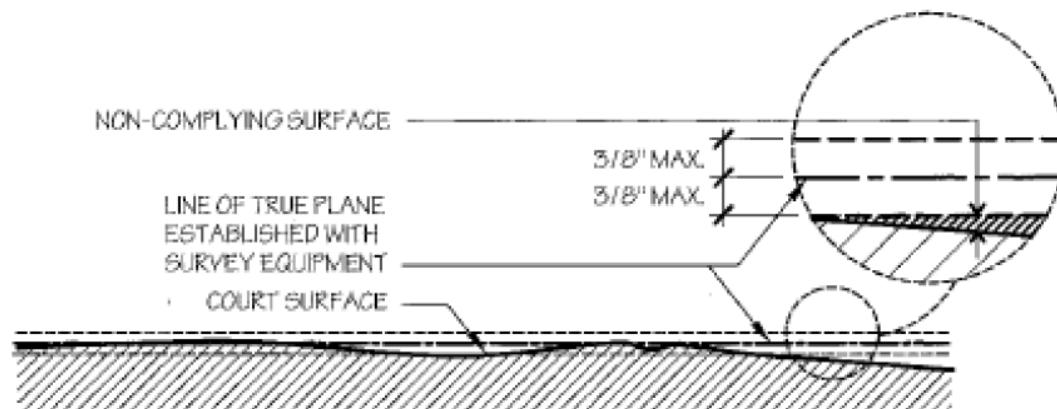
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SMALL IRREGULARITIES



CHECKING EVENNESS



CHECKING PLANARITY

ILLUSTRATION OF HOW TO CHECK PLANARITY, EVENNESS & IRREGULARITIES

NOT TO SCALE

TENNIS COURT LIGHTING

The lighting system for tennis courts shall meet or exceed Class II performance criteria as shown below and must be guaranteed to maintain the levels for a minimum of 10 years.

Poles & light fixtures shall be able to withstand a minimum of 150 mph wind load.

Low-mast poles shall be attached to the ground with galvanized anchor bolts and not encased in the ground. All poles and fixtures shall be either galvanized steel or aluminum. All wiring shall be in the appropriate conduit and underground.

Light Source

All light fixtures shall use Light Emitting Diodes (LEDs) with a bright white color as the light source and the fixture shall be designated for recreational outdoor use.

Lighting Controls

Automated lighting controls shall be included in the bid. The lighting control system shall consist of a photocell to keep the lights from being turned on during daylight hours, an interval timer to allow play for 30 minutes between resets and a clock timer so the lights may be turned off during specified time period. The system shall be designed so the public may access only the interval timer. All other controls must be located within secure locking cabinet.

Electrical Service(s)

For locations without existing electrical service contractor should include equipment, as required by location, to provide appropriate service from utility provider connection to system(s) (i.e. meter base, pole, panel, etc.)

Shop Drawings

Contractor to submit shop drawings of proposed lighting systems, including load center, poles, and light fixtures, for approval prior to construction. In addition, the contractor shall submit a light level diagram prepared by the lighting company to show that the proposed lighting system will provide the level of lighting specified in illumination table.

Recommended Horizontal Illumination			
Performance Criteria	Class I	Class II	Class III
Average Maintained Horizontal Foot-candles within PPA (1,2,4)	125+ (1250 lux)	75 (750 lux)	50 (500 lux)
Minimum Maintained Horizontal Foot-candles withint PPA (2,4)	100 (1000 lux)	60 (600 lux)	40 (400 lux)
Maximum Uniformity Ratio (3)	1.5	1.7	2.0

Recommended Vertical Illumination			
Performance Criteria	Class I	Class II	Class III
Average Maintained Vertical Foot-candles within PPA (1,2,4)	50 (500 lux)	30 (300 lux)	20 (200 lux)
Maximum Uniformity Ratio (3)	2.0	3.0	3.0

Notes:

1. Maintained foot-candles is determined by applying a light loss factor (LLF) to the initial or measured foot-candles. LLF is dependent upon lamp characteristics, fixture maintenance, voltage variations, and atmospheric conditions. It normally varies between .6 and .85. Consult the fixture manufacturer for proper LLF values.
2. Average maintained and minimum maintained foot-candles should be calculated within the Primary Playing Area (PPA) with the foot-candle values multiplied by the appropriate LLF.
3. Uniformity ratio is defined as the ratio of the maximum foot-candles divided by the minimum foot-candles.
4. Primary Playing Area (PPA) is defined as the area that includes 6' beyond the sidelines and 10' behind the baseline.

Typical Facility Classifications		
Class I	Class II	Class III
Professional	Satellite (3)	College (4)
International	Challenger (3)	High School
Satellite	College (2)	Tennis Clubs
Challenger	Tennis Clubs	Parks/Recreational
College	Parks/Recreational	Residential
	Residential	

Notes:

1. Class I facilities generally involve broadcast quality television production. These facilities will include permanent spectator accommodations.
2. Facilities which host intercollegiate play, but without broadcast television requirements. These facilities may have permanent or temporary seating.
3. Professional tennis events without broadcast television requirements.
4. Collegiate facilities primarily used for practice or for intramural or recreational play.

Please note that some facility types appear in multiple categories. Illumination levels for specific facility should be chosen based on the highest skill level, or spectator and television requirements that will take place at the facility. See the description for more detailed information about each class. It is recognized that older players require higher light levels. Facilities with older average player ages should be designed for higher levels of light.

COURT DETAILS

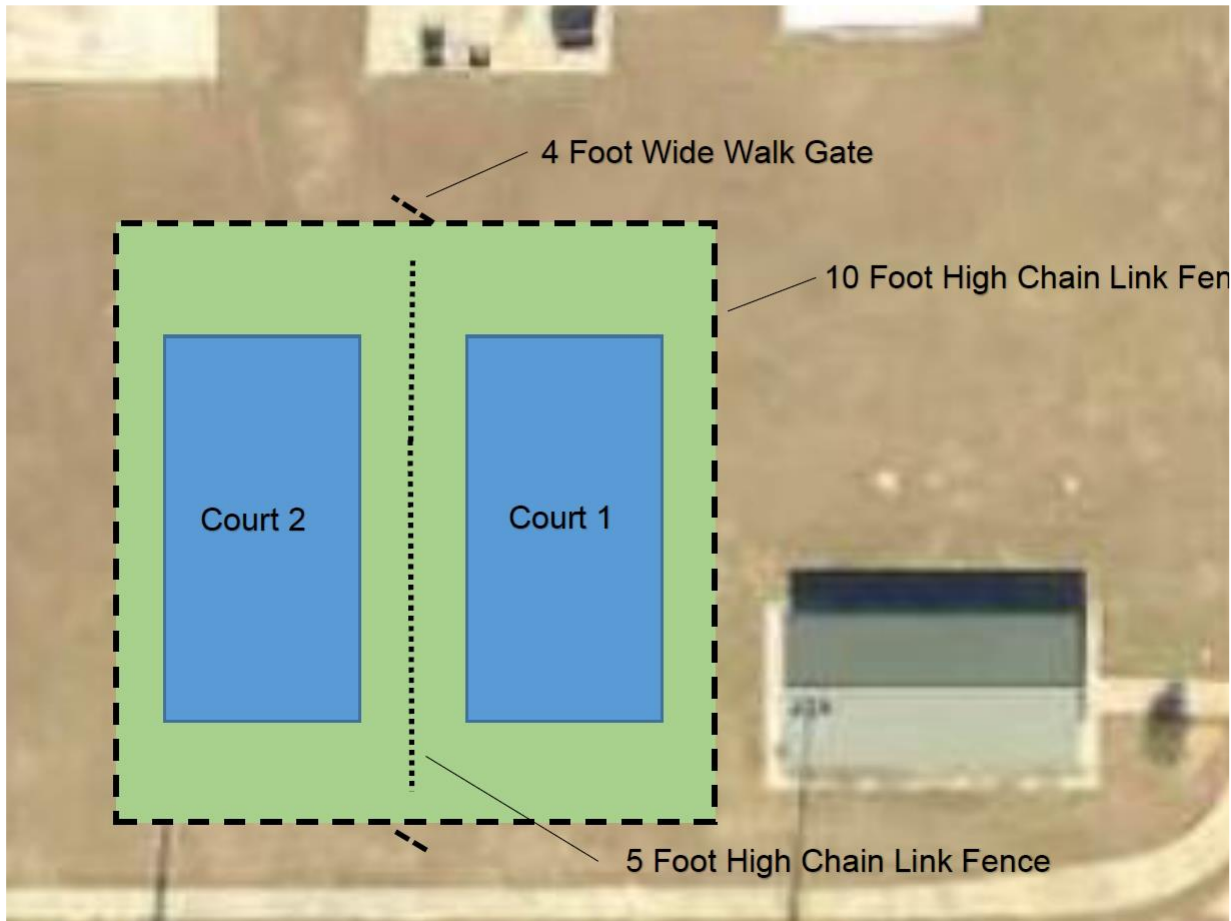


Exhibit 1 – Tennis

Demolition of Existing Courts and Fence (South Island Park)

- Remove and dispose of existing fence and gates
- Remove and dispose of existing light poles and fixtures
- Perform full-depth reclamation of existing asphalt and subbase
- Reestablish grade of courts

Site Work and Paving

- Install 4" of compacted dense grade subbase on top of reclaimed material
- Install minimum of 3" H.M.A. laid in two lifts – 1.5" base and 1.5" wear/finish course

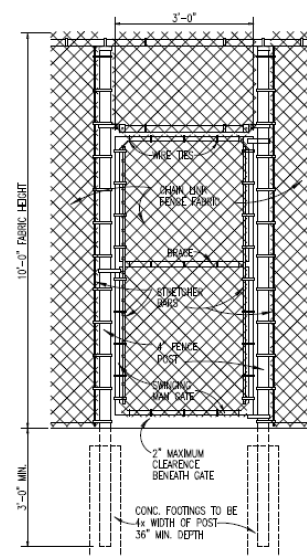
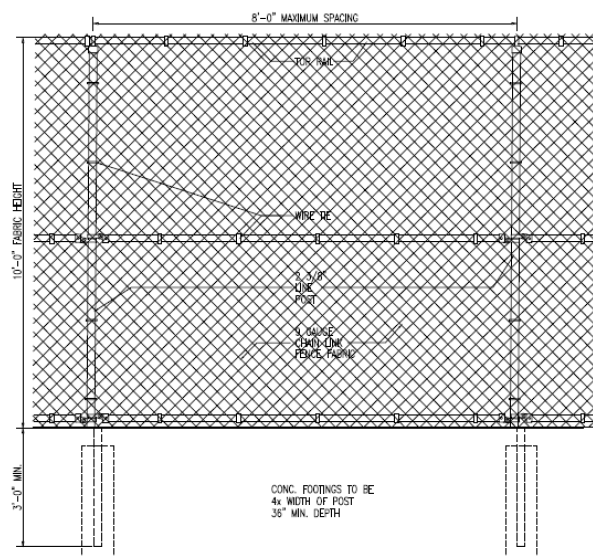
- Sieve analysis, compaction ratings, and material composition of dense grade subbase H.M.A to meet relevant VT AOT standards.
- Court location and layout to match existing (South Island Park)

FENCING

- Furnish and Install new 10' black, vinyl coated chain length fence around perimeter of courts, dividing basketball court from (2) tennis courts where applicable.
- Corner posts/gate posts: 3" O.D.
- Line Posts: 2.5" O.D., spaced at max. 10' on center
- Top and bottom rails: 1 5/8" O.D.
- Fence mesh 2" x 9 ga.
- Bottom edge (knuckle) of mesh should not deviate more than 1" from the court playing surface
- H-Braces/Mid Rails: 1 5/8" O.D shall be provided at all corner and gate posts
- 8-foot gate with ground pins shall be located at appropriate location(s) on tennis courts for maintenance.
- Exterior entrance gate (1) for tennis courts shall be 4-foot gates. Placement recommendations based upon contractor input.
- Post footings: 12" diameter for corner/gate posts and 10" diameter for line post concrete footing set on 4-6" compacted gravel to below frost line (48")

Interior Ball Separation Fence – Where applicable

- Furnish and install a 5-foot high chain link fence between courts as shown on Exhibit 1.
- Fence shall meet the same standards as above.



Multi-Sport (basketball) Court Fencing

- Fencing type and design required for tennis courts
- One 100' side to be left open (South Island & Pleasant Hill)
- Courts with open sideline do not require pedestrian or maintenance gates – See Exhibit 3

Exhibit 3 – Multi-Sport



50'x100' Multi Sport – Basketball, Pickle ball & Volleyball

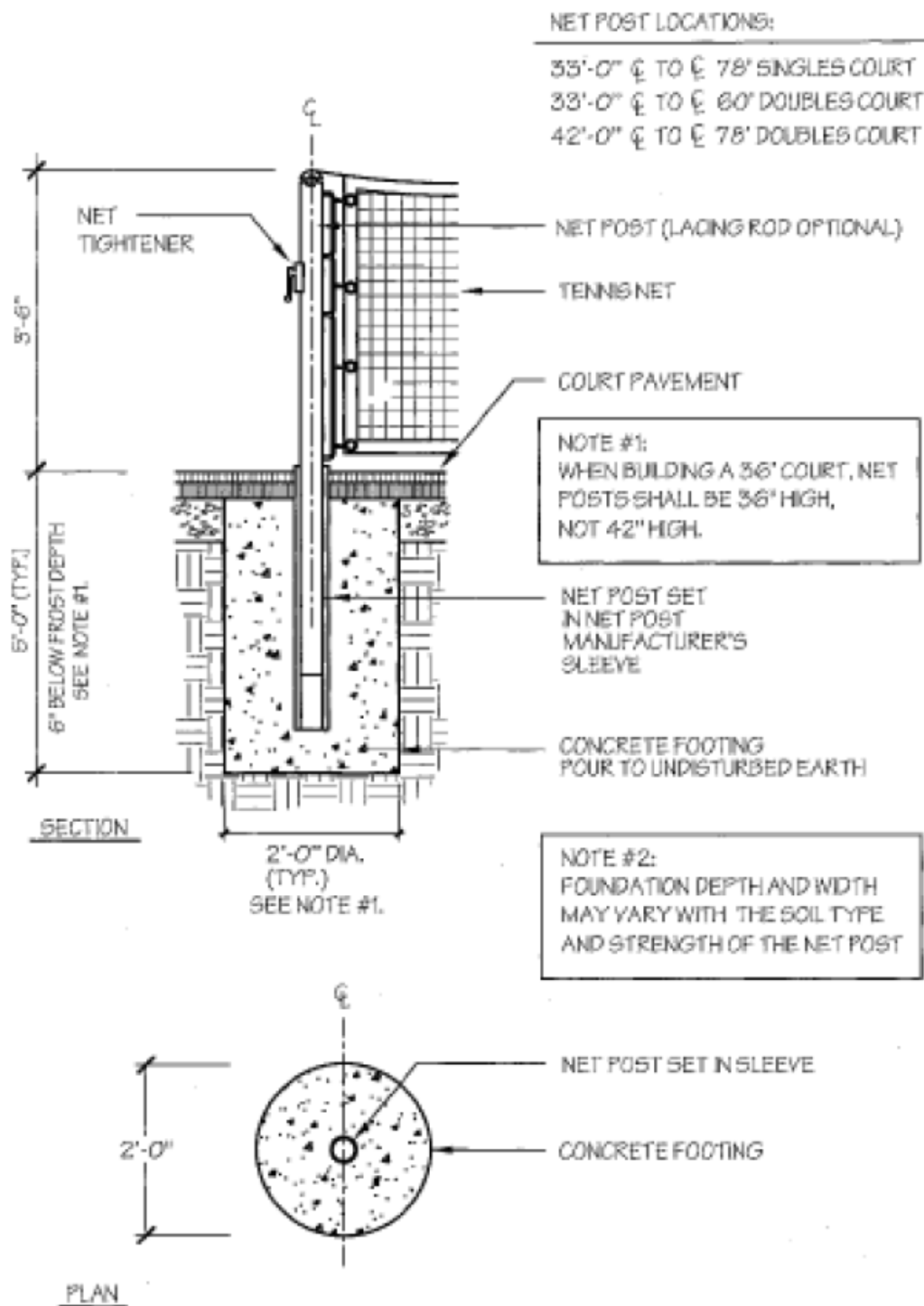
PLAYING SURFACE & LINES

- Contractor shall apply an acrylic playing surface in accordance with the manufacturer's recommendations
- Playing surface colors are to be determined later by Owner.
- See individual location details for listing of required lines by project

NETS & GOALS

Tennis Courts

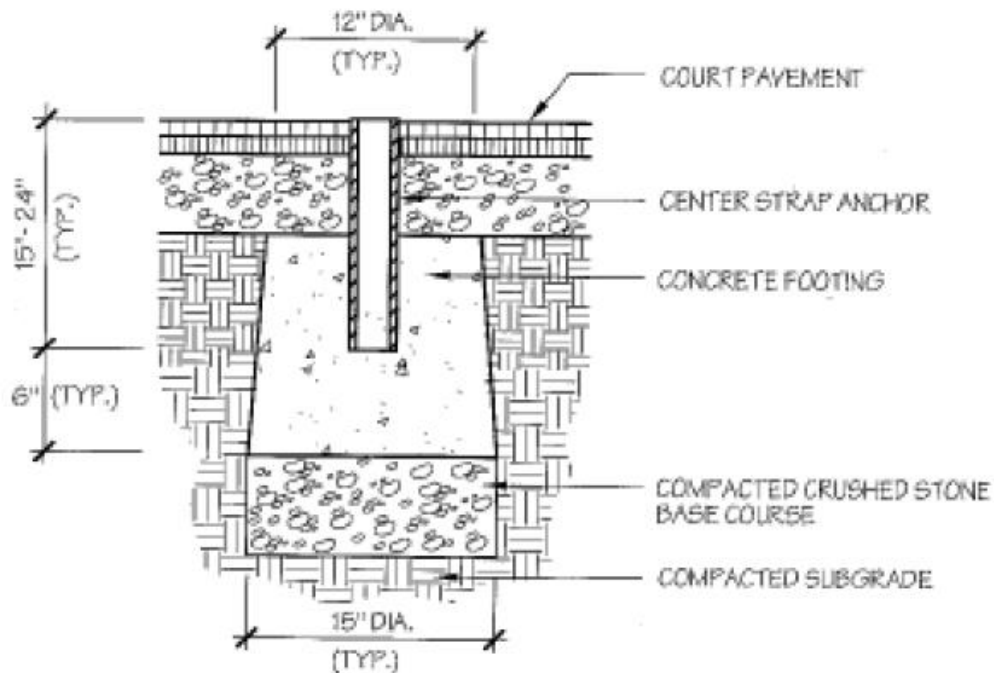
- Where applicable remove and dispose of existing net posts, center anchors, and footings
- Install 42" tall net posts for tennis courts with concrete footings
- Footings for all new posts to match Standard Net Post Section provided within this document
- All net posts should be removable and mount into a base sleeve encased in the concrete footing
- Bidder to provide product specification and dimensions for all sports nets and posts
- All materials should be selected for quality and durability in a public outdoor setting
- Install 12" central net anchors for each tennis court



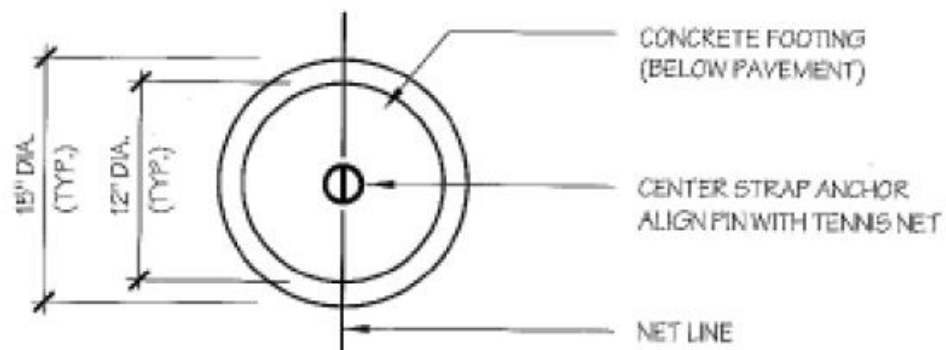
TENNIS NET POST FOOTING - CYLINDER SHAPE

NOT TO SCALE

NOTE:
IN AREAS SUSCEPTIBLE TO
FROST HEAVING, INCREASE
FOOTING DEPTH TO 24"+



SECTION



PLAN

TENNIS NET CENTER STRAP ANCHOR

NOT TO SCALE

Basketball Equipment

- Aluminum “unbreakable” commercial outdoor fixed height basketball backboards/goals installed per manufacturer specifications.
- Use appropriate galvanized tubing with 48” overhang buried and installed per manufacturer specifications.



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ATTACHMENT A

SELECTIVE DEMOLITION

JOB CONDITIONS

A. Condition of Structures: Owner assumes no responsibility for actual condition of items demolished.

B. Partial Demolition and Removal: Items indicated to be removed but of value to Contractor may be removed as work progresses. Transport salvaged items from site as they are removed.

Storage and/or sale of items on site is not permitted.

C. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

Protect from damage existing finish work to remain in place and becomes exposed during demolition work. Remove protections at completion of work.

DAMAGES

A. Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

TRAFFIC

A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permissions from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.

EXPLOSIVES

A. Use of explosives is not permitted.

UTILITY SERVICES

A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

ENVIRONMENTAL CONTROLS

A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level, Comply with governing regulations pertaining to environmental protection.

EXECUTION

PREPARATION

A. Prior to commencement of selective demolition work, check areas in which work will be performed. Photograph or video existing conditions or surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from selective demolition work. File with Owner's representative prior to starting work.

B. Cover and protect equipment and fixtures to remain from soiling or damage when demolition work is performed in areas from which such items have not been removed.

DEMOLITION

A. Perform selective demolition work in a systematic manner.

Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel and sand, free of trash and debris, stones over 2" diameter, roots or other organic matter.

SALVAGE MATERIALS

Any articles of historic significance will remain the property of the Owner. Notify Owner's representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner.

DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from demolition operations from site. Transport and legally dispose of materials off site. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

CLEAN-UP AND REPAIR

A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave site clean. Repair demolition performed in excess of required work. Return structures and surfaces to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work. Fill in all voids created and grade to site to drain. Grass all disturbed areas for erosion control.

SITE CLEARING

GENERAL

A. Removal of surface debris.

- B. Removal of trees, shrubs, and other plant life.
- C. Topsoil excavation. 1.2

REGULATORY REQUIREMENTS

- A. Conform to State and County codes for disposal of debris.
- B. Coordinate clearing Work with utility companies.

MATERIALS

- A. Provide tree protection materials as required.

EXECUTION

PREPARATION

- A. Verify existing plant life designated to remain is tagged or identified.

PROTECTION

A. All trees on site will be saved except those marked specifically by the Owner's representative for removal during construction. No trees, including those marked for removal on site or any other tree, may be removed prior to the preconstruction conference. All trees not to be removed will be protected from injury to their roots and to their top to a distance three feet beyond the drip-line and no grading, trenching, pruning, or storage of materials may go in this area except as provided by an Owner's representative stakeout. Contractor will pay a penalty for any tree removed from the site that has not been marked specifically for removal.

Contractor also will pay for any tree that dies due to damage during construction. This applies to all trees on site whether or not they are shown on the plans. B. Contractor shall not be held accountable for damages to trees resulting from placement of fill or removal of soils where such action is required by the contract documents. Any tree, the trunk of which is within 10 feet of any footing or trench, shall be exempt from these penalties except Contractor shall exercise all reasonable precautions to preserve even these trees. Contractor agrees to pay fines as established below in the event he or any of his subcontractors causes loss or removal of trees designated to be saved under provisions of this contract.

The fines are as follows:

Caliper Fine 1" – 2"	\$ 150.00
2" – 3"	200.00
3" – 4"	250.00
4" – 5"	400.00
5" – 6"	500.00
6" – 7"	600.00
7" – 8"	750.00
8" – 11"	1,500.00
12" – 20"	2,000.00
21" & larger	\$ 2,500.00

C. Trees shall be graded by Owner's representative as to variety, condition, and site importance, with above figures acting as a maximum fine. Lowest assessment amount shall be no less than one-half of the above fine figures.

D. Protect benchmarks, survey control points, and existing structures from damage or displacement.

E. Protect all remaining utilities.

F. Clearing operations shall be conducted to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and to provide for the safety of employees and others.

CLEARING

A. Clear areas required for access to site and execution of work. Clearing shall consist of felling and cutting trees into sections, and satisfactory disposal of trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within area to be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be removed completely from the site, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within cleared areas shall be trimmed of dead branches 1-1/2 inch or more in diameter. Limbs and branches to be trimmed shall be neatly cut close to the trunk of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an accepted tree wound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations, by the erection of timber barriers or by such other means as circumstances require. Such barriers must be placed and be checked by the OWNER before construction observations can proceed.

Clearing shall also include removal and disposal of structures obtruding, encroaching upon, or otherwise obstructing the work.

REMOVAL

A. Where indicated or directed, trees and stumps shall be removed from areas outside those areas designated for clearing and grubbing. Work shall include felling of such trees and removal of their stumps and roots. Trees shall be disposed of as hereinafter specified.

B. Remove debris, rock, and other extracted plant life from site.

DISPOSAL

A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from clearing and grubbing shall be the Contractor's responsibility and shall be disposed of, by removal from site. All costs in connection with disposing of materials will be at the Contractor's expense. All liability of any nature resulting from disposal of cleared and grubbed material shall become the Contractor's responsibility. Disposal of all materials cleared and grubbed will be in accordance with rules and regulations of the State of South Carolina. No material will be burned.

GRUBBING

A. Grubbing shall consist of removal and disposal of stumps, roots larger than one inch in diameter, and matted roots from designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for building of pavement subgrade or building pads, shall be excavated and removed to a depth of not less than 18 inches below original surface level of the ground in embankment areas and not less than 2 feet below finished earth surface in excavated areas. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to original adjacent ground.

EROSION AND SEDIMENTATION CONTROLS

DESCRIPTION OF WORK

A. Extent of soil erosion control work includes all measures necessary to meet the requirements of this section. Erosion and sediment control measures shall be installed prior to any construction activity. Soil erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract shall meet standards of NPDES General Permit for the state where work is performed.

PURPOSES

A. Contractor is to achieve the following goals:

1. Minimize soil exposure by proper timing of grading and construction.
2. Retain existing vegetation whenever feasible.
3. Vegetate and mulch denuded areas as soon as possible.
4. Divert runoff away from denuded areas.
5. Minimize length and steepness of slopes when it is practical.
6. Reduce runoff velocities with sediment barriers or by increasing roughness with stone.
7. Trap sediment on site.
8. Inspect and maintain erosion control measures

QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in the manufacture of soil erosion control systems products of types and sizes required, whose materials have been in satisfactory use for not less than 5 years.

B. Codes and Standards: Comply with all applicable Local, State, and Federal Standards pertaining to soil erosion control.

GRASSING MATERIALS

A.GENERAL

1. All grass seed shall be free from noxious weeds, grade a recent crop, re-cleaned and treated with appropriate fungicide at time of mixture. Deliver to site in original sealed containers with dealer's

guarantee as to year grown, percentage of purity, and percentage of germination and date of the test by which percentages of purity and germination were determined. All seed sown shall have a date of test within six months of the date of sowing.

2. Type of Seed: Either Annual Rye or Common Bermuda Grass seed will be used depending on time of year in which seeding is to occur.

3. Mulch: Straw.

4. Fertilizer: Commercial balanced 4-12-12 fertilizer

HAY BALES

A. Standard size, densely baled straw or hay, wrapped with synthetic or wire bands (two minimum per bale).

SILT FENCE

A. Silt fence shall be a woven geotextile fabric sheet. Fabric shall be a synthetic polymer composed of at least 85% by weight propylene, ethylene, amide, ester, or vinylidene chloride, and shall contain stabilizer and/or inhibitors added to the base plastic to make filaments resistant to deterioration due to ultra-violet and/or heat exposure. Fabric should be finished so the filaments will retain their relative position with respect to each other. Fabric shall be free of defects, rips, holes, or flaws.

Fabric shall meet the following requirements:

Woven Fabrics Grab Strength 90 lbs.

Burst Strength 175 PSI

UV Resistance 80%

CHEMICALS FOR DUST CONTROL

A. Calcium Chloride, Anionic Asphalt Emulsion, latex Emulsion or Resin-in-Water Emulsion may be used for dust control.

RIP-RAP

A. Shall be hard quarry or field stone of such quality the pieces will not disintegrate on exposure to water, sunlight, or weather. Stone shall range in weight from a minimum of 25 pounds to a maximum of 125 pounds. At least 50 percent of the stone shall weigh more than 60 pounds. The stone shall have a minimum dimension of 12 inches.

EXECUTION

GENERAL

A. All disturbed soil areas except those to support paving shall be graded and protected from erosion by grassing. Disturbed areas must be grassed within 14 days of work ending unless work is to begin again before 21 days. Storm water conveyance systems shall have sediment barriers installed at all entrances, intersections, change in direction and discharge points.

GRASSING

A. Turf and Grasses (refer to above).

DEDIMENT BARRIERS

A. Hay Bales for Sheet Flow Applications:

1. Excavate a 4 inch deep trench the width of a bale and length of proposed barrier. Barrier should be parallel to the slope. Place barrier 5 to 6 feet away from toe of slope, unless otherwise instructed.
2. Place bales in the trench with their ends tightly abutting. Corner abutment is not acceptable. A tight fit is important to prevent sediment from escaping through spaces between the bales.
3. Backfill the trench with previously excavated soil and compact it. Backfill soil should conform to ground level on downhill side of barrier and should be built up to 4 inches above ground on uphill side of bales.
4. Inspect and repair or replace damaged bales promptly. Remove hay bales when uphill sloped areas have been permanently stabilized.

B. Rock Ditch Check

1. Excavate a 6 inch deep trench the width and length of proposed barrier. Install a non-woven geotextile fabric in the trench before placing rock for the ditch check.
2. The body of the ditch check shall be constructed of 12 inch rip-rap. The upstream face may be covered with 1-inch washed stone.
3. Ditch checks shall not exceed a height of 2 feet at centerline of the channel and have a minimum top flow length of 2 feet.
4. Rip-rap shall be placed over the channel banks to prevent water from flowing around ditch check. Rock must be installed by hand or mechanical placement (no dumping of rock) to achieve complete coverage of the ditch and ensure the center of the check is lower than the edges.
5. The maximum spacing between ditch checks shall be where the toe of the upstream check is at the same elevation as the top of the downstream check.
6. Contractor shall maintain ditch checks as required by State regulations.

SILT FENCE

A. Silt fence shall be placed at approximate location shown and installed in accordance with the detail on the construction drawings. Contractor shall maintain silt fence as required by state regulations.

DUST CONTROL

A. Dust raised from vehicular traffic will be controlled by wetting down access road with water or by the use of a deliquescent chemical, such as calcium chloride, if relative humidity is over 30%. Chemicals shall be applied in accordance with manufacturer's recommendations.

B. Contractor shall use all means necessary to control dust on and near the work, or off-site borrow areas when dust is caused by operations during performance of work or if resulting from the condition in which any subcontractor leaves the site. Contractor shall thoroughly treat all surfaces required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of work on site.

SEDIMENT BASIN A. A sediment basin equal in volume to 3,600 cubic feet per disturbed acre is required. The sediment basin/lagoon adjacent to the outfall for the site shall be constructed and stabilized prior to any additional land disturbed activity.

RIP-RAP

A. Rip–Rap shall be placed at the locations shown and installed in accordance with the detail on the construction drawings.

CONSTRUCTION EXIT

A. Construct exit at the location shown per detail on the construction drawings. Contractor shall maintain construction exit as required by state regulations.

INLET PROTECTION

A. Install inlet protection per detail on the construction drawings. Contractor shall maintain inlet protection as required by state regulations until all disturbed surfaces are stabilized.

AGGEGATE BASE COURSES

GENERAL

A. Aggregate base course.

REFERENCES

- A. ASTM C 131 – Resistance to Degradation of Small–Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
- B. ASTM D 1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D 6938 – In–Place Density and Water Content of Soil and Soil–Aggregate by Nuclear Methods (Shallow Depth).
- D. ASTM D 3740 – Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- E. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing

QUALITY ASSURANCE

A. Perform work in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

TESTING

- A. Laboratory tests for moisture density relationship for fill materials shall be in accordance with ASTM D 1557, (Modified Proctor).
- B. In place density tests in accordance with ASTM D 6938.
- C. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- D. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours' notice prior to taking any tests.
- E. Owner shall select and engage the Testing Laboratory. Testing Laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of Testing Laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or
 2. Testing of the Contractor's work, products, or materials fail, and retesting is required, and/or
 3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.
- F. Test results shall be furnished to the Engineer prior to continuing with associated

PRODUCTS

MATERIALS

A. Aggregate shall consist of processed and blended crushed stone. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material and shall be durable and sound. Coarse aggregate shall have a percentage of wear not to exceed 65% after 500 revolutions as determined by ASTM C 131. Aggregate shall meet applicable requirements of Section 305.2 in the South Carolina Department of Transportation Standard 2007 Specifications for Highway Construction. Material shall meet the following gradation and other requirements:

Granite Stone or Recycled Concrete

Sieve Size Percent by Weight Passing

2" 100
1-1/2" 95 – 100
1" 70 – 100
1/2" 48 – 75
4 30 – 60
30 11 – 30
#200 0 – 12
Liquid Limit 0 to 25
Plasticity Index 0 to 6

Marine Limestone

Sieve Size Percent by Weight Passing

2" 100
1 – 1/2" 95 – 100
1" 70 – 100
1/2" 50 – 85
4 30 – 60
#30 17 – 38
#200 0 – 20
Liquid Limit 0 to 25
Plasticity Index 0 to 6

B. Prime Coat: Shall be EA-P Special, Emulsified asphalt, conforming to Section 407 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

EXECUTION

EXAMINATION

A. Verify subbase has been tested, is dry, and slopes and elevations are correct.

B. ON SITE OBSERVATIONS OF WORK: Owner's Representative or Engineer will have the right to require any portion of the work be completed in their presence. If the work is covered up after such instruction, it shall be exposed by Contractor for observation at no additional cost to the Owner. However, if Contractor notifies Owner such work is scheduled, and the Owner fails to appear within 48 hours, Contractor may proceed. All work completed and materials furnished shall be subject to review by the Owner, Engineer, or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such.

C. Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours' notice for all required observations or tests.

PREPARATION

A. Subbase shall be graded and shaped conforming to the lines, grades, and cross sections required and cleaned of all foreign substances prior to constructing base course. Do not place base on soft, muddy or frozen surfaces. Correct irregularities in subbase slope and elevation by scarifying, reshaping, and re-compacting.

B. At the time of base course construction, subbase shall contain no frozen material.

C. Surface of subbase shall be checked by Project Representative for adequate compaction and surface tolerances. Ruts or soft yielding spots appearing in areas of subbase course having inadequate compaction, and areas not smooth or which vary in elevation more than 3/8 inch above or below required grade established on the plans, shall be corrected to the satisfaction of Project Representative. Base material shall not be placed until subbase has been properly prepared and test results have so indicated.

AGGREGATE PLACEMENT

A. Aggregate shall be placed in accordance with South Carolina Department of 2007 Transportation Standard Specifications for Highway Construction Section 305 and in accordance with all terms included in these specifications.

B. Level and contour surfaces to elevations and slopes indicated.

C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction. D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

F. While at optimum moisture ($\pm 1-1/2\%$), compact base course with rollers capable of obtaining required density. Vibratory, flat wheel, and accepted rollers accepted may be used to obtain required compaction. Rolling shall continue until base is compacted to 98% of the maximum laboratory dry density as determined by ASTM D 1557. In-place density of the compacted base will be determined in accordance with ASTM D 6938.

PRIME COAT

- A. Bituminous material for the prime coat shall be applied uniformly and accurately in quantities of not less than 0.15 gallons per square yard nor more than 0.30 gallons per square yard of base course. All irregularities in the base course surface shall be corrected prior to application of prime coat. Clean the base course of all mud, dirt, dust, and caked and loose material.
- B. Do not apply prime to a wet surface nor when temperature is below 40°F in the shade. Do not apply prime when rain threatens nor when weather conditions prevent proper construction and curing of prime coat.
- C. The primed base should be adequately cured before the binder or surface course is laid. In general, a minimum of 48 hours should be allowed for complete curing. Ordinarily, proper surface condition of the prime is indicated by a slight change in the shiny black appearance to a slightly brown color.

TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with an acceptable 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 3/8 inch.
- C. Variation from Design Elevation: Within 3/8 inch.
- D. Depth measurements for compacted thickness shall be made by test holes through the base course. Where base course is deficient, correct such areas by scarifying, adding base material, and re-compacting.

FIELD QUALITY CONTROL

- A. Quality Control: Field observation.
- B. Density and moisture testing will be performed in accordance with ASTM D 1557 and ASTM D 6938.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Frequency of Tests:
 - 1. Base Density and Thickness – One test per 5,000 square feet.

ASPHALT PAVING

GENERAL SELECTION INCLUDES

- A. Surface Course
- B. Binder Course

RELATED SECTIONS

- A. Section 01 22 00 – Unit Prices
- B. Section 01 45 00 – Quality Control
- C. Section 31 00 00 – Earthwork

D. Section 32 11 23 – Aggregate Base Courses

REFERENCES

- A. ASTM D 946 – Penetration–Graded Asphalt–Cement for Use in Pavement Construction.
- B. ASTM E 329 – Agencies Engaged in Construction Inspection and/or Testing.
- C. ASTM D 3740 – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction.
- D. ASTM D 2726 – Bulk Specific Gravity and Density of Non–Absorptive Compacted Bituminous Mixtures.
- E. ASTM D 2950 – Density of Bituminous Concrete in Place by Nuclear Methods.
- F. ASTM D 1188 – Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples.
- G. ASTM D 1754 – Effect of Heat and Air on Asphaltic Materials (Thin–film Oven Test).

QUALITY ASSURANCE

- A. Perform work in accordance with South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.
- B. Mixing Plant: Conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt mixture when ambient air temperature is less than that indicated in the Table nor when the surface is wet or frozen.

Lift Thickness Min. Air Temperature, Degrees F.

- 1” or Less 55
- 1.1” to 2” 45
- 2.1” to 3” 40
- 3.1” to 4.5” 35

- B. Mixture shall be delivered to the spreader at a temperature between 250 degrees F and 325 degrees F.

GUARANTEE

- A. Contractor shall guarantee the quality of materials, equipment, and workmanship for a period of 12 months after acceptance. Defects discovered during this period shall be repaired by the Contractor at no cost to the Owner.

TESTING

- A. Testing laboratory shall operate in accordance with ASTM D 3740 and E 329 and be acceptable to the Engineer.
- B. Testing laboratory and Project Engineer/Project Representative shall be given a minimum of 48 hours’ notice prior to taking any tests.

C. Owner shall select and engage the testing laboratory. Testing laboratory shall be responsible to the Owner and Owner's Engineer. Payment for laboratory and all tests shall be by the Owner, except Owner specifically reserves the right to deduct from Contractor's payment, expenses and charges of testing laboratory when:

1. Contractor gives notice the work is ready for inspection and testing, and fails to be ready for the test, and/or
2. Testing of the Contractor's work, products or materials fail, and retesting is required, and/or
3. Contractor abuses the services or interferes with the work of the testing laboratory in the conduct of this work.

D. Test results shall be furnished to the Engineer prior to continuing with associated or subsequent work.

PRODUCTS

TACK COAT

A. Shall consist of asphalt binder (asphalt cement) or emulsified asphalt, conforming to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Asphalt binder shall be PG64-22. The acceptable grades of emulsified asphalt are RS-1, MS-1, MS-2, HFMS-1, HFMS-2, SS-1, CRS-1, CRS-2, CMS-2, and CSS-1. 2.2 ASPHALT BINDER AND ADDITIVES A. Shall be PG64-22 and conform to Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Anti-Stripping: Shall conform to requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. 2.3

AGGREGATES

A. General: Mineral aggregate shall be composed of fine aggregate or a combination of fine and coarse aggregate. Coarse aggregate shall be that portion of the material retained on a No. 4 sieve. Fine aggregate shall be considered that portion passing the No. 4 sieve. Fine aggregate, coarse aggregate, and any additives in combination with the specified percentage of asphalt cement shall meet the requirements of tests specified, before acceptance may be given for their individual use. Marine (Fossiliferous) limestone shall not be used.

B. Fine Aggregate: Shall conform to the requirements of Section 401 of the South Carolina Department of Transportation Standard Specifications for Highway Construction.

C. Coarse Aggregate: Shall be granite stone and conform to the requirements of Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

D. Surface Course: The surface course shall consist of fine and coarse aggregate and mineral filler uniformly mixed with hot asphalt binder in an acceptable mixing plant. The plant shall conform to South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. The gradations, asphalt content and air voids shall be the following: Bid #16-077, Project Manual Georgetown County, SC Page 186 of 229.

TYPE C

Square Sieve % Passing
3/4 inch 100
1/2 inch 97 – 100
3/8 inch 83 – 100
No. 4 58 – 80
No. 8 42 – 62
No. 30 20 – 40
No. 100 8 – 20
No. 200 3 – 9
% Asphalt Binder 5.0 – 6.8
Air Voids, % 3.5 – 4.5

E. Intermediate or Binder Course: The mineral aggregates and asphalt binder shall be combined in such proportions the composition by weight of the finished mixture shall be within the following range limits:

EXAMINATION

A. On-Site Observations: Owner's Representative or Engineer will have the right to require any portion of work be completed in their presence. If work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to Owner. However, if Contractor notifies Engineer such work is scheduled, and Engineer fails to appear within 48 hours, the Contractor may proceed. All work completed and materials furnished shall be subject to review by the Engineer or Project Representative. Improper work shall be reconstructed. All materials, which do not conform to requirements of specifications, shall be removed from the work upon notice being received from Engineer for rejection of such materials. Engineer shall have the right to mark rejected materials to distinguish them as such. Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours' notice for all required observations or tests.

B. Contractor shall verify base has been tested, is dry, and slopes and elevations are correct.

PREPARATION

A. Apply tack coat in accordance with Section 401 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction. Rate of application shall be 0.05 to 0.15 gallons per square yard of surface.

B. Work shall be planned so no more tack coat than is necessary for the day's operation is placed on the surface. All traffic not essential to the work should be kept off the tack coat.

C. Apply tack coat to contact surfaces of curbs and gutters. Apply in manner so exposed curb or gutter surfaces are not stained.

D. Coat surfaces of manhole frames and inlet frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

PLACEMENT

A. Construction shall be in accordance with Sections 401, 402, and 403 of the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Asphaltic concrete shall not be placed on a wet or frozen surface.

C. Compaction shall commence as soon as possible after the mixture has been spread to the desired thickness. Compaction shall be continuous and uniform over the entire surface. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks. Compaction rolling shall be complete before material temperature drops below 175° F. D. Areas of pavement with deficient thickness or density shall be removed and replaced at no additional cost to the Owner.

TOLERANCES

A. General: All paving shall be subject to visual and straightedge evaluation during construction operations and thereafter prior to final acceptance. A 10-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all paving courses. The straightedge and labor for its use shall be provided by the Contractor. The surface of all courses shall be checked with the straightedge as necessary to detect surface irregularities. Irregularities such as rippling, tearing or pulling, which in the judgment of the Engineer indicate a continuing problem in equipment, mixture or operating technique, will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.

B. Flatness: All irregularities in excess of 1/8 inch in 10 feet for surface courses and 1/4 inch in 10 feet for intermediate courses shall be corrected.

C. Variation from Design Elevation: 1. General Paving: Less than 1/4 inch. 2. Accessible Routes: Shall not exceed 1/4 inch. However, accessible routes shall not exceed maximum ADA allowable slopes. Contractor shall remove and replace any and all portions of the accessible route that exceed maximum ADA allowable slopes.

D. Scheduled Compacted Thickness: Within 1/4 inch per lift. E. Pavement Deficient in Thickness: When measurement of any core indicates the pavement is deficient in thickness, additional cores will be drilled 10 feet either side of the deficient core along the centerline of the lane until the cores indicate the thickness conforms to the above specified requirements. A core indicating thickness deficiencies is considered a failed test. Pavement deficient in thickness shall be removed and replaced with the appropriate thickness of materials. If the Contractor believes the cores and measurements taken are not sufficient to indicate fairly the actual thickness of the pavement, additional cores and measurements will be taken, provided the Contractor will bear the extra cost of drilling the cores and filling the holes in the roadway as directed.

FIELD QUALITY CONTROL

A. Acceptance of the in-place density of the binder and surface courses shall be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction.

B. Density Testing: Performed in accordance with ASTM D-2726 and ASTM D-2950. Core samples for each day's operation shall be taken, tested and results reported to the Engineer the following day. The areas sampled shall be properly restored by the Contractor at no additional cost to the Owner. Nuclear gauge tests shall be taken during the asphaltic concrete placement. 1. The pavement core and

nuclear gauge densities shall range between 94% and 96% of the theoretical maximum laboratory density.

C. Temperature:

1. Asphaltic concrete shall not exceed 325 degrees F at any time.
2. Asphaltic concrete shall not be placed once the temperature of the mix falls below 250 degrees F or the delivered temperature is more than 15 degrees F below the batch plant's delivery ticket.
3. Temperature at time of loading shall be recorded on the truck delivery ticket.

D. Frequency of Tests:

1. Asphaltic Concrete – One test for each 250 tons placed.
 - a. Asphalt extraction and gradation test.
 - b. Core Sample 2. Field determination of density by nuclear method every 5,000 square feet during construction of the asphaltic concrete binder/surface course.

TENNIS COURT SURFACE SYSTEM

GENERAL SUMMARY

A. This Section includes the following types of playground surface systems and accessories:

1. Acrylic Court Surface Systems

B. See "Asphaltic Concrete Pavement" for pavement substrate for acrylic surfaces.

SUBMITTALS

A. Product Data: Manufacturer's technical data and material safety data sheets for materials.

B. Shop Drawings: For acrylic court surface system, include materials, cross sections, drainage, installation, and edge termination.

C. Installer qualification data: Submit list of previous projects with names of Owner, Architect or Landscape Architect, description and date of work performed.

D. Sample: 12 x 12 inch panel of acrylic court surface material over suitable substrate in thickness, colors and texture proposed for this project. Stagger application of coats to show all layers of material to be applied to asphalt substrate.

E. Product Test Reports: From a qualified testing agency indicating acrylic court surface system complies with requirements, based on comprehensive testing of current products.

F. Maintenance Data: For acrylic court surface system to include in maintenance manuals.

QUALITY ASSURANCE

A. Installer Qualifications: An installer with a minimum of three years' experience in the application of athletic surface systems similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance. 1. Installer shall be an ASBA certified court builder.

B. Standards and Guidelines: Provide playground surface systems complying with applicable provisions of the following, unless more stringent provisions are indicated: 1. United States Tennis Court and Track Builders "Guidelines for Tennis Court Construction."

C. Single source responsibility: Obtain all materials from a single manufacturer as part of an integrated surfacing system and approved as suitable for the intended application and substrate.

DELIVERY, STORAGE, AND HANDLING

A. Deliver manufactured materials in original packages with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storing.

B. Store materials in a clean, dry location, protected from the weather and deterioration, and complying with manufacturer's written instructions for minimum and maximum temperature requirements for storage.

PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system to be performed according to manufacturer's written instructions or warranty requirements.

COORDINATION

A. Coordinate application of acrylic court surface system with installation of post, nets, fences and gates.

PRODUCTS

MANUFACTURES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. California Products Corp. - Nova Plexipave System and Plexipave Color Surface (Basis of Design); Tel: 1-800-225-1141.
2. Nova Sports USA; Tel: 1-800-USA-NOVA.
3. DecoTurf (Division of California Products Corp.); Tel: 1-800-332-6178.
4. Net Sports Pluds; Tel: 1-843-916-8218.
5. DecoTurf (Div. of California Products Corp.); Tel: 1-800-332-6178.

ACRYLIC COURT SURFACE SYSTEM

A. Leveling Material: Sand filled asphalt emulsion or acrylic emulsion, as approved by the manufacturer of the acrylic surface system.

B. Filler material: 100 percent acrylic emulsion, formulated with acrylic resins, mineral fillers, color fast pigments and silica sand; UV protected.

C. Finish coats: 2 layers of 100 percent acrylic emulsion, formulated with acrylic resins, mineral fillers, color fast pigments and silica sand; two colors as indicated.

PAINT

A. Provide textured acrylic paint manufactured or approved by manufacturer of acrylic court surface system for use with the acrylic court surface formulation applied on this project.

EXAMINATION

A. Examine existing courts for condition of substrate.

B. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade and substrate conditions, for compliance with USTC&TBA Guidelines and system manufacturer's requirements, and for other conditions affecting performance.

1. Clean, dry: free of grease, oil, dust or dirt.
2. Surface temperature above 50 and below 140 degrees F.
3. Sloped to drain at .8333 – 1 percent.
4. Tolerance: surface shall not vary more than 1/4-inch in 10 feet from required grade.
5. Thoroughly cured: a minimum of 14 days for new asphalt.

C. Test substrate for ponding water:

1. Flood court with water and allow to drain for one hour at 70 degrees F.
2. Identify "Birdbaths" of any size larger than a 5-cent coin.
3. Patch and level "birdbaths" in accordance with recommendations of the manufacturer of the acrylic court finish system.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

PREPARATION

A. Based on pavement conditions, porosity and texture and conditions of patches, if any, apply an acrylic or asphalt emulsion resurfacer to provide a smooth, dense, uniform texture for subsequent acrylic color coating.

INSTALLATION, GENERAL

A. Protect adjacent construction, paving and landscaping from damage during installation of acrylic court surfaces.

B. General: Comply with acrylic court surface system manufacturer's written installation instructions.

C. Apply one coat of acrylic emulsion filler (resurfacing) material to depth recommended by manufacturer. Allow to dry; inspect and repair defects. Sweep or blow clean.

D. Apply two coats of acrylic emulsion finish material to depth recommended by manufacturer. Apply each layer at 90 degrees to the previous coat. Apply colors as indicated.

E. Paint playing lines for tennis and/or additional sports in accordance with requirements of USTA and Owner.

PROTECTION

- A. Protect newly graded areas from all types of traffic, both foot and motorized, for at least 48 hours after surface has thoroughly dried.
- B. Repair or replace surfaces, landscaping or adjacent construction damaged during installation to satisfaction of Owner.

CHAIN LINK FENCES AND GATES (PVC COATED)

SUMMARY

A. This Section is for fences and gates for the Tennis Courts and includes the following:

1. PVC-coated, steel chain-link fabric.
2. Polymer-coated steel framework
3. Grounding and bonding.

DEFINITIONS

A. CLFMI: Chain Link Fence Manufacturers Institute.

SUBMITTALS

A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.

B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.

C. Samples: For the following products, in sizes indicated, showing the full range of color, texture, and pattern variations expected. Prepare Samples from the same material to be used for the Work.

1. PVC-coated steel wire (for fabric) in 6-inch lengths. Bid #16-077, Project Manual Georgetown Co
2. Polymer coating in 6-inch length of steel shape.

D. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements, including gage of chain link fabric.

E. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

F. Maintenance Data: For the following:

1. Polymer finishes.

QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.

C. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties. D. Pre-installation Conference: Conduct conference at Project site.

PROJECT CONDITIONS

A. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of utility services.
2. Do not proceed with interruption of utility services without Owner's written permission.

B. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PRODUCTS: CHAIN – LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 10 feet in height to comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:

1. Height: As indicated on Drawings.
2. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9 gage).
3. Zinc-Coated Fabric: ASTM A392, with zinc coating applied to steel wire before weaving according to ASTM A817, Type II, zinc coated (galvanized) with the following minimum coating weight: a. Class 1: Not less than 1.2 oz./sq. ft. of uncoated wire surface.
4. PVC-Coated Fabric: ASTM F 668, Class 2a, over metallic-coated steel wire. a. Metallic Coating: Zinc. b. Color: Black.
5. Coat selvage ends of fabric that is metallic during the weaving process with manufacturer's standard clear protective coating.

B. Selvage: Knuckled at both selvages.

INDUSTRIAL FENCE FRAMING

A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8- oz./sq. ft. zinc; and the following strength and stiffness requirements: 1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.

B. Roll-Formed Steel Shapes: C-sections or other shape, produced from structural steel. Comply with ASTM E 1043, Material Design Group II, with minimum yield strength of 45,000 psi; and the following coating and strength and stiffness requirements:

1. Coatings: Type A, consisting of a minimum of 2.0 oz./sq. ft. average zinc coating per ASTM A123/A 123M or 4.0 oz./sq. ft. zinc coating per ASTM A 653/A653M.
2. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.

C. Top Rails: Fabricate top rail from lengths 21 feet or longer, with swaged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric.

D. Protective Coating for Steel: Protect posts, rails, and frames with 3 mil electrostatically applied polyester powder coating.

TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:

1. Location: Extended along bottom of fence fabric.

B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM an 824 and the following:

1. Coating: Type II, zinc coated (galvanized) by the hot-dip process, with Class 2 coating weighing not less than 1.2 oz. /sq. ft.

INDSUTRIAL SWING GATES

A. General: Comply with ASTM F 900.

B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.

C. Frames and Bracing: Fabricate members from round tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height: 1. Gate Fabric Height: 7'-0" high by 4'-0" wide.

D. Frame Corner Construction: Welded.

E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for gate fabric heights and leaf widths as shown on drawings.

F. Hardware: Latches permitting operation from both sides of gate, hinges, gate stops and, for each gate leaf more than 5 feet wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

1. Owner furnished padlocks.

FITTINGS

A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.

B. Post and Line Caps: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide weathertight closure cap for each post.

C. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following: 1. Top Rail Sleeves: Hot-dip galvanized pressed steel or round steel tubing. Not less than 6 inches long.

E. Tension and Brace Bands: Hot-dip galvanized pressed steel.

F. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:

a. Hot-Dip Galvanized Steel: 0.106-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

2. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.

G. Pipe Sleeves: For posts set into concrete, provide preset hot-dip galvanized steel pipe sleeves complying with ASTM A 53, not less than 6 inches long with inside dimensions not less than 1/2 inch more than outside dimension of post, and flat steel plate forming bottom closure. 2.6

GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

FENCE GROUNDING

A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.

1. Material above Finished Grade: Copper.

2. Material On or Below Finished Grade: Copper.

3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

B. Connectors and Ground Rods: Listed in UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.

2. Ground Rods: Copper-clad steel. a. Size: 5/8 inch by 96 inches.

POLYMER FINISHES

A. Supplemental Color Coating: In addition to specified metallic coatings for steel, provide fence components polymer coating.

B. Metallic-Coated Steel Tension Wire: PVC-coated wire complying with ASTM F 1664, Class 2a.

C. Metallic-Coated Steel Framing: Comply with ASTM F 1043 for polymer coating applied to exterior surfaces and, except for tubular shapes, to exposed interior surfaces.

1. Polymer Coating: Not less than 3 mil thick polyester finish.

D. Fittings and Accessories: Comply with ASTM F 626 for polymer coating applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.

1. Polymer Coating: Not less than 3 mil thick polyester finish.

E. Color: Black.

EXECUTION

EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.

1. Do not begin installation before final grading is completed, unless otherwise permitted by Owner.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

INSTALLATION, GENERAL

A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.

C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal, line and gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.

1. Dimensions and Profile: As required.

2. Concrete Footings: Unless otherwise indicated, extend concrete footings 2 inches above grade and trowel to a crown to shed water.

CHAIN-LINK FENCE INSTALLATION

A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567.

B. Line Posts: Space line posts uniformly at 8 - 10 feet on center, or as otherwise indicated on Drawings.

C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at midheight of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.

1. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.

E. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.

F. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade and surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches on center.

H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing. 1. Maximum Spacing: Tie fabric to line posts 12 inches on center. And to braces 24 inches on center. I. Fencing: Construct fence according to ASTM F 696.

GATE INSTALLATION

A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

GROUNDING AND BONDING

A. Fence Grounding: Install at maximum intervals of 1500 feet except as follows:

1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.

a. Gates and Other Fence Openings: Ground fence on each side of opening. 1) Bond metal gates to gate posts.

2. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location.

B. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.

C. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. 1. Make connections with clean, bare metal at points of contact. 2. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

D. Bonding to Lightning Protection System: If fence terminates at lightning protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

FIELD QUALITY CONTROL

A. Ground-Resistance Testing Agency: Engage a qualified independent testing agency to perform field quality-control testing.

B. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81.

C. Desired Maximum Grounding Resistance Value: 25 ohms.

D. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify Architect promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work. E. Report: Prepare test reports, certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

ADJUSTING

A. Gates: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.



Instructions for Providers
Bid #21-043
Court Construction & Resurfacing (multiple locations)

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Sealed bids to provide **Court Construction & Resurfacing (multiple locations)** shall be received electronically through the County's Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

3. Inclement Weather/Closure of County Courthouse

Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

- a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
- b) The term “**Design-Build Court Construction & Resurfacing**” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false.
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Invitation for Bid covers the estimated requirements to provide Court Construction & Resurfacing (multiple locations) for the Georgetown County Parks & Recreation Department. The purpose is to establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

28. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

37. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically

consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

49. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

50. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

52. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

53. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

54. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

55. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request

for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

56. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
57. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
58. Response Clarification
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
59. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.
60. Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

61. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- ☐ Non-Collusion Affidavit
- ☐ Residence Certification for Local Preference
- ☐ List of Prime and Subcontractors
- ☐ Mandatory Bid Submittal Form
- ☐ Exceptions Page
- ☐ Addendum Acknowledgement (If Issued)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER
(Mandatory Bid Submittal Form)

NON-COLLUSION OATH _____)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2021

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

☐ I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: _____

☐ I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is _____ [City and State].

(X) _____
Signature of Company Officer

LIST OF PRIME AND SUBCONTRACTORS
(Mandatory Bid Submittal Form)

The undersigned states that the following is a full and complete list of proposed prime contractor and subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

Prime Contractor, Subcontractor Consultants and Address	Class of Work to be Performed
1) _____ _____	_____ _____
2) _____ _____	_____ _____
3) _____ _____	_____ _____
4) _____ _____	_____ _____
5) _____ _____	_____ _____
6) _____ _____	_____ _____

Date: _____ **Firm Name:** _____

Signed: _____ **Title:** _____



MANDATORY BID SUBMITTAL FORM
Bid #21-043
Court Construction & Resurfacing (multiple locations)

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____

2. BASE BID:

a) South Island Park: \$ _____

b) North Santee Park: \$ _____

c) Sampit Elementary School: \$ _____

d) Pleasant Hill Regional Park: \$ _____

e) Dunbar Park: \$ _____

f) North Santee Park: \$ _____

TOTAL BASE BID (a+b+c+d+e+f):

\$ _____

3. **ALTERNATE #1 (ADD)-South Island Park Fence:** \$ _____

4. Bid cost must remain valid ninety (90) days from bid opening date.

5. Number of days for mobilization after NTP/PO issued: _____

6. Number of days for full project completion: _____

7. Contact Address: _____

8. Contact Person: _____

9. Telephone Number: _____ Fax Number: _____

10. E-Mail address: _____

11. Remittance Address: _____

12. Accounting Contact: _____

13. Telephone Number: _____ Fax Number: _____

14. E-Mail address: _____

15. List a minimum of three (3) Customer References in the fields below, preferably
Government/Commercial:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	

Brief Explanation of Relationship:	
------------------------------------	--

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

16. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

17. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

18. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

☐ Yes ☐ No

19. Acceptance of Invitation for Bid Content: The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

20. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

21. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

☐ **Yes** ☐ **No**

22. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

23. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 21-043 were received.

24. MINORITY PARTICIPATION[INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

☐ **Yes** ☐ **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

☐ **Yes** ☐ **No**

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ **Yes** ☐ **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

☐ **Yes** ☐ **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)

- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.) _____

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

25. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

26. INFORMATION ONLY:

- ☐ Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _
- ☐ Our company does not accept VISA government procurement cards.

27. Printed Name of person binding bid _____

28. Signature (X)_____

29. Date: _____



EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".