



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

**BIDS MUST BE RECEIVED BEFORE 12:00 (NOON)
ON BID OPENING DAY**

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

PLEASE CHECK bid specifications and advertisement for document requirements.
Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (Required)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (Not Required)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: FEBRUARY 24, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, February 24, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 11 – 5559
ANNUAL CONTRACT
TENNIS COURT CONSTRUCTION AND MAINTENANCE
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

Advertise: FEBRUARY 11, 18, 2011



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 11-5559
ANNUAL CONTRACT
TENNIS COURT CONSTRUCTION AND MAINTENANCE
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT

DELIVERY DEADLINE: FEBRUARY 24, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: FEBRUARY 24, 2011 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **11-5559**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: FEBRUARY 11, 18, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 11-5559 DATE: February 24, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Annual Contract
Tennis Court Construction and Maintenance**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
SEALED BID NUMBER 11-5559
ANNUAL CONTRACT
TENNIS COURT CONSTRUCTION AND MAINTENANCE

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 11-5559
ANNUAL CONTRACT
TENNIS COURT CONSTRUCTION AND MAINTENANCE
COBB COUNTY PARKS RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

BID OPENING DATE: FEBRUARY 24, 2011

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 91235, 91265

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Invitation to Bid
Annual Contract -Tennis Court Construction and Maintenance
Cobb County Parks, Recreation and Cultural Affairs Department
Sealed Bid #11-5559

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SECTION I

ASPHALT TENNIS COURT CONSTRUCTION

1.0 SCOPE and Services

The Cobb County Parks, Recreation and Cultural Affairs Department is requesting bids on Tennis Court Construction and Maintenance at Various Cobb County Parks. Bids are due to the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA before **12:00 noon on February 24, 2010**. Late bids will not be accepted.

Please submit an original and one (1) copy to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008

- A. The scope of Asphalt Tennis Court Construction covers all aspects of the construction of new tennis courts in Cobb County Parks system. Locations are to be determined by Cobb County. New tennis court construction will be done on an as needed basis. The area of court construction will be rough graded by Cobb County prior to beginning tennis court construction. Tennis court construction shall include site preparation, final grading, construction of tennis courts, installation of fencing, and application of color coating surfacing material.
- B. In situations where lighting is required and/or concrete work (drainage flumes, sidewalks, etc...), these items will be completed by the companies under contract with Cobb County Parks, Recreation and Cultural Affairs Department. In these situations, the tennis court contractor will be required to work with and coordinate scheduling of processes to effectively complete the job.

1.01 LOCATION

- A. The work described by these specifications is located in various locations in Cobb County. This work will be completed on an as needed basis.

1.02 MEASUREMENT

- A. Vendors must bid a unit price per court for the construction of asphalt tennis courts.
There are two (2) sizes of tennis courts :

- 1. Regulation size tennis court - 120' x 60'
- 2. 36 foot mini court - 60' x 34'

Unless otherwise specified, regulation courts will be constructed in pairs. The mini courts will be constructed in batteries of 2-4 courts. Specific court dimensions for the mini courts are included in this document.

1.03 PAYMENT

- A Materials and labor required for construction must be completed and accepted by the Tennis Manager before payment. The cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, net posts, sleeves and center strap anchors, any dirt (red clay) for compaction, tack coat, two contrasting colors chosen by the Cobb County Parks, Recreation and Cultural Affairs Department must be complete.

1.04 MATERIALS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor, and all things necessary to:
 - 1. Prepare sub-base and install all stone base, asphalt and color surface materials as specified.
 - 2. Install all nets, net tension devices, net posts, fencing and fence posts with new materials as specified on drawings or approved equal.
 - 3. Color coat and stripe courts as specified. Color coat and stripe must be applied per the manufacturer's specifications for the materials used.
- B. Stone for graded aggregate base course must be crusher run, of uniform quality throughout one hundred percent passing through a one and one-half sieve in accordance with the Georgia Department of Transportation Standard Specifications.
- C. Bituminous concrete for the leveling course shall be Type "B" in accordance with the Georgia Department of Transportation Standard Specifications.
- D. Bituminous concrete for the surface course shall be Type "F" in accordance with the Georgia Department of Transportation Standard Specifications.
- E. Surfacer/Leveler shall be Sport Fill Surfacer and Super Sport with Spinflex Acrylic Surfacer or approved equal.
 - 1. Materials must be applied according to manufacturer's specifications.
 - 2. All materials must be delivered to the site in the manufacturer's original package or container. Contractor is responsible for all materials stored on site.
- F. Testing.
 - 1. An independent Testing Laboratory approved by the Owner (Cobb County) and paid for by the Owner, shall be retained for service for quality control testing during

earthwork operations as specified below.

2. Testing Laboratory Services

- a. Compaction tests.
- b. Field density tests.
- c. Inspect and test sub-grades and proposed fill materials.

3. Contractor's duties relative to testing

- a. Notifying laboratory of conditions requiring testing.
- b. Coordinating with laboratory for field-testing.
- c. Providing representative individual samples to laboratory for test purposes. Provide 50 lb. samples of each soil type or base material requested.

1.05 INSTALLATION

- A. Final Grading: All excavating, filling, compacting, grading and leveling work required must be performed so that the finished sub grade is 4"-6" above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 1% (1:100). Each court surface must slope on a true plane in the direction and has the same grade. Unless otherwise specified, tennis courts are to slope side-to-side.

1.06 GRADED AGGREGATE BASE

- A. The Graded Aggregate Base shall consist of four inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course must be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

1.07 ASPHALT LEVELING COURSE

- A. The asphalt leveling course, Type "B", must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course shall not be less than one and one half inches and compaction shall achieve one hundred percent maximum density. This course shall be laid to achieve the required slope with no variation greater than one-quarter inch along an eighteen-foot straight edge in any direction.

1.08 ASPHALT SURFACE COURSE

- A. The asphalt surface course Type "F" **must** be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this

course must not be less than one inch and compaction shall achieve one hundred percent maximum density. This course must be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge in any direction. Upon completion of the placement and rolling the court must be flooded with water in the presence of the Tennis Manager and any depressions holding water deeper than one-eighth **shall** be leveled.

1.09 SITE CONDITIONS

- A.** Locate existing underground utilities in the area of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should piping or other utilities be encountered during excavation, consult the Tennis Manager immediately for directions. The Contractor at no cost to the Owner shall repair damaged utilities to satisfaction of the utility owner.
- B.** Contractor must follow all applicable Erosion and Sediment Control requirements, as regulated by Cobb County and/or the State of Georgia.

1.10 PREPARATION OF SUB-GRADE

- A.** The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four inches of soil, The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by **the** soil-testing group to ensure such compaction. At the Tennis Manager's discretion these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. **All** areas which fail to meet this compaction requirement or, are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and testing again. Under no circumstances shall the contractor cover any sub-grade until it has been adequately tested and accepted.
- B.** Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C.** ~~D~~o not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- D.** The entire sub-grade and **all** areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with **all** Federal, State and Local regulations in the use of all herbicides.

1.11 SURFACE PREPARATION

A. Base Course

- 1 When directed, the surface to be treated must be cleaned of dust, dirt and loose or foreign material immediately preceding the application of the prime or tack coat. Care must be taken to clean but not loosen or dislodge the embedded aggregate in base course. Patches of asphalt, dirt or other material which do not form an integral part of the surface to be treated shall be removed. When directed, the surface must be sprinkled with water and given an additional sweeping with hand brooms.

B. Prime Coat

1. After the surface to be treated has been prepared, the bituminous material for the prime coat must be uniformly sprayed at the rate of 0.30 per square yard.
2. No material for a succeeding course must be placed on a primed base course until the prime coat has cured sufficiently to prevent damage by hauling operations.
3. If the primed surface becomes damaged prior to the application of the wearing course, such areas shall be cleaned or patched and retreated at the expense of the Contractor.
4. The surfaces of all structures must be protected by some satisfactory method to prevent them from being marred by the application of bituminous material. The Contractor will be responsible for the removal of asphalt contamination caused by his operations from all structures at no cost to the Owner. The asphalt removal shall be accomplished by sandblasting on all structures.

C. Tack Coat

1. The tack coat must be applied in the same manner as outlined above for the application of prime coat. When emulsified asphalt is used it shall be diluted with water as directed. The rate of application must be 0.10 gallon per square yard. The tack coat must be applied sufficiently in advance of the wearing surface to allow the proper curing of the bituminous material but shall not be applied so far in advance as to lose its adhesiveness as a result of being covered with dust or foreign material.
2. If the tack coat becomes damaged or covered with foreign material prior to placing the wearing surface, such areas shall be cleaned and retreated at the expense of the Contractor.

1.12 CONSTRUCTION METHODS

- A. Prior to arrival of the mixture on the work, the prepared surface, primed or tack coated as specified, must be cleaned of all loose and foreign material. The mixture shall not be placed on a surface which shows evidence of moisture.

- B. The mixture must be transported from the paving plant to work in tight vehicles previously cleaned of foreign materials. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless artificial light, satisfactory to the Tennis Manager is provided.
- C. The mixture must be laid upon an approved surface, spread and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture over such partial width as may be practicable.
 - 1. The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches.
 - 2. Hand spreading will be permitted only on small areas inaccessible to the spreader.
 - 3. When more than one course is called for in these specifications, the succeeding course shall follow not later than 72 hours unless the preceding course is given a tack coat. If proper bond is not obtained between the two courses, a tack coat shall be used even though the lapsed time has been less than 72 hours.
- D. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it bears the weight of the rollers without undue displacement.
 - 1. The number, weight, types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition.
 - 2. Rolling shall start longitudinally at the sides and proceed toward the opposite side of the court, overlapping on successive trips by at least one-half of the width of the roller.
 - 3. The speed of the rollers shall be slow enough to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once by the use of rakes and the addition of fresh mixture as required. Rolling shall proceed continuously until all roller marks are eliminated and the required density is attained. To prevent adhesion of bituminous mixture, the rollers shall be kept moist for the full width of the rollers, but an excess of water will not be permitted.
- E. Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Tennis Manager.

1.13 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

- A. All net posts shall be installed per the following specifications.
 - I. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
 - 2. The concrete shall attain compression strength of not less than three thousand five hundred pounds per square inch, twenty-eight days after paving.

3. Net posts shall be galvanized steel having an outside diameter of not less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of forty-two inches above the court surface at the net posts. Post should be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.

1.14 ACRYLIC RESURFACING

- A. The surface course must cure for a minimum of fourteen days prior to the application of any patching or surfacing material.
- B. Prior to applying resurfacing, the court surface must be flooded with water and any depressions (bird baths) holding water deeper than one-eighth inch shall be patched and leveled.
- C. Sport Fill must be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material must be homogenous and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.
- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface must be smooth and free of ridges, valleys and tool marks.
- G. At no time will more than four courts be out of service at one time, unless prior approval has been obtained from the Cobb County Parks and Recreation Department Tennis Manager.
- H. The tennis courts shall be colored in two contrasting colors chosen by the Cobb County Parks and Recreation Department.
- I. All questions concerning court dimensions shall be answered by the Tennis Manager.

1.15 PLAYING LINES

- A. After the resurfacers have thoroughly cured, playing lines must be accurately located and marked in accordance with rules of the United States Tennis Association, and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have additional quick start lines applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County Parks and**

Recreation Department. The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

1.16 FENCING

- A. All fencing around the tennis courts shall be replaced with new materials. Fence posts shall be alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- B. Fence fabric must be adjusted so that the bottom of the fabric shall be three quarter inch plus or minus one-quarter inch from the court surface. Under no circumstances will fencing be accepted where tennis balls can escape the court under the fence or gate areas.
- C. Fencing shall be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
- D. Pedestrian gates must have 4-foot openings.
- E. **M a t e r i a l s**
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the ten foot fence, end, corner, and gateposts shall be 3 inch outside diameter schedule 40.
 - 3. Line posts for the ten-foot fence shall be 2-1/2 inches outside diameter schedule 40.
 - 4. Top and bottom rails for the ten-foot fence shall be 1-5/8 inch outside diameter schedule 20. Top and bottom rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3 inch outside diameter pipe schedule 40. Gateposts for vehicular gates shall be 4 inch outside diameter pipe schedule 40.
 - 6. Braces must be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
 - 7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
 - 8. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
 - 9. Gate frames shall be of 1.9 inch outside diameter pipe schedule 40. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180 degrees. Gates shall be

suitably braced and reinforced to prevent sagging.

10. All materials entering into the construction of required fencing shall be heavily galvanized by the hot-dip process.

F. Construction

1. End, corner and gate posts must be set in a concrete base not less than 18 inches in diameter which shall extend at least three inches below the bottom of the post. The post shall extend to a depth of at least three feet below the surface of the ground. A brace shall be spaced midway in height of each end, corner and gatepost shall extend to the first line post. Braces shall be securely fastened to posts by means of malleable iron connections and trussed from line post back to end, corner or gatepost with a 3/8-inch diameter rod.
2. Line posts must be set in a concrete base not less than 12 inches in diameter which shall extend at least three inches below the bottom of the post. The post shall extend to a depth of at least 30 inches below the surface of the ground. Line posts shall be equally spaced along the line of fence at not to exceed ten-foot intervals.
3. Top rail must be installed between line posts. Fabric shall not be erected until concrete has had sufficient time to cure. Chain link fabric shall be stretched to uniform tightness on the inside of the posts with suitable tools and shall be attached with No. 6 gauge galvanized wire clips securely clinched and attached by means of adjustable clamps. Fabric shall be fastened to line posts at 14-inch intervals. Fabric shall be attached to rail at 24-inch intervals by tie wires.
4. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed two feet.

1.17 CLEAN-UP AND REPAIR

- A. Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to the County.
- B. The Contractor must be fully aware that the job site lies within an operational public recreational facility, which shall remain open during the course of work. All construction activities shall be scheduled so as to minimize impact of operation of surrounding facilities, and to maintain the highest level of safety. The Contractor shall indemnify, defend, and hold harmless the Owner for any of the Contractor's disregard for safety precautions in the use of chemicals, storage of materials and/or any unsafe site conditions.

1.18 WEATHER LIMITATIONS

- A. No part of the construction shall be conducted (a) unless the air temperature is at least 50 degrees (10 degrees Centigrade) and rising, nor (b) during rainfall or when rainfall is imminent.

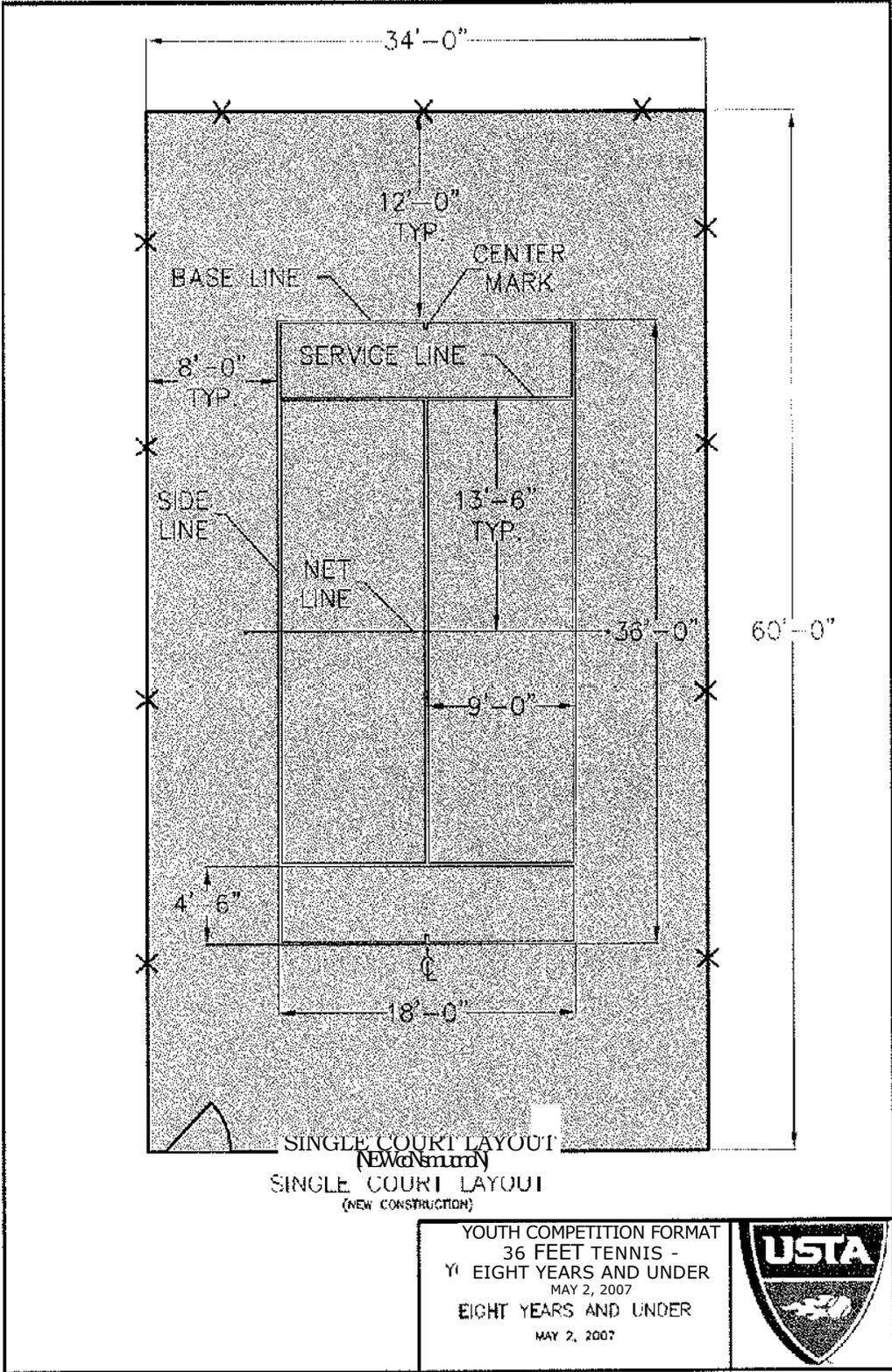
1.19 WARRANTY

- A. The Contractor shall Warrant all that all workmanship, design and materials shall be free of defects for a period of one year from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

1.20 SILENCE OF SPECIFICATIONS

- A. The apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the 'American Sports Builders Association' are expected to be followed to serve as minimum expectations. All interpretations of this specification shall be made upon the basis of this statement. Specifications are to meet standards set forth and County interpretation shall prevail.

1.21 Mini Court layout



YOUTH COMPETITION FORMAT
36 FEET TENNIS -
Y¹ EIGHT YEARS AND UNDER
MAY 2, 2007
EIGHT YEARS AND UNDER
MAY 2, 2007



SECTION II

ASPHALT TENNIS COURT RECONSTRUCTION

2.00 SCOPE

- A. The scope of Asphalt Tennis Court Reconstruction covers all aspects of the reconstruction of existing tennis courts in Cobb County parks system. Locations to be determined by owner, tennis court reconstruction will be done on an as needed basis. Tennis court reconstruction shall include site preparation, final grading, hauling of existing tennis court materials, construction of tennis courts, installation of fencing, and application of color coating surfacing material.
- B. In situations where lighting is required and/or concrete work (drainage flumes, sidewalks, etc...), these items will be completed by the companies under contract with Cobb County Parks, Recreation and Cultural Affairs Department to perform these services. In these situations, the tennis court contractor will be required to work with and coordinate scheduling of processes to effectively complete the job.

2.01 LOCATION

- A. The work described by these specifications is located in various locations in Cobb County. This work will be done on an as needed basis.

2.02 MEASUREMENT

- A. Vendors shall submit a unit price, per court for the reconstruction of regulation sized (120' by 60') and mini court sized (60' by 34') asphalt tennis courts. All existing tennis courts in the Cobb County Parks system are built in batteries of 2 - 4 courts.

2.03 PAYMENT

- A. Materials and labor required for construction and all work must be completed and accepted by the Tennis Manager before payment. Material and labor includes the cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, net posts, sleeves and center strap anchors, any dirt (red clay) for compaction, tack coat, two contrasting colors chosen by the Cobb County Parks, Recreation and Cultural Affairs Department.

2.04 MATERIALS

- A. The Contractor shall furnish all necessary machinery, tools, apparatus, equipment, materials, labor, and all things necessary to:
 - 1. Remove all nets, net posts, fencing and fence posts.
 - 2. Remove all color and asphalt surface materials and all asphalt concrete.

3. Remove all unused or waste materials from the site and dispose of as per Cobb County regulations.
 4. Prepare sub-base and replace all stone base, asphalt concrete and color surface materials as specified.
 5. Replace all nets, net tension devices, net posts, fencing and fence posts, which have been removed during the course of the construction with NEW materials as specified or approved equal.
 6. Color coat and re-stripe courts as specified. Color coat and re-stripe must be applied per the manufacturer's specifications for the materials used.
- B. Stone for graded aggregate base course must be crusher run, of uniform quality throughout, one hundred percent passing through a one and one-half inch sieve in accordance with the Georgia Department of Transportation Standard Specifications.
- C. Bituminous concrete for the leveling course shall be Type "B" in accordance with the Georgia Department of Transportation Standard Specifications.
- D. Bituminous concrete for the surface course shall be Type "F" in accordance with the Georgia Department of Transportation Standard Specifications.
- E. Surfacer/Leveler shall be Sport Fill Surfacer and Super Sport with Spinflex Acrylic Surfacer or approved equal.
1. Materials to be applied according to manufacturer's specifications.
 2. All materials shall be delivered to the site in the manufacturer's original package or container. Contractor is responsible for all materials stored on site.
- F. Testing.
1. An independent Testing Laboratory approved by the Owner and paid for by the Owner, shall be retained for service for quality control testing during earthwork operations as specified below.
 2. Testing Laboratory Services
 - a. Compaction tests.
 - b. Field density tests.
 - c. Inspect and test sub-grades and proposed fill materials.

- 3 Contractor's duties relative to testing
 - a. Notifying laboratory of conditions requiring testing.
 - b. Coordinating with laboratory for field-testing.
 - c. Providing representative individual samples to laboratory for test purposes. Provide 50 lb. samples of each soil type or base material requested.

2.05 INSTALLATION

- A. Demolition: All materials removed in the demolition of the old tennis courts shall be hauled to an approved landfill site in accordance with Cobb County requirements at contractor's cost.
- B. Grading: All excavating, filling, compacting, grading and leveling work required shall be performed so that the finished subgrade is 4"-6" above the surrounding ground and slopes not less than 0.83% (1 :120) and not more than 1% (1:100). Each court surface must slope on a true plane in the direction and has the same grade. Unless otherwise specified, tennis courts are to slope side-to-side.

2.06 GRADED AGGREGATE BASE

- A. The Graded Aggregate Base shall consist of four inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course shall be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

2.07 ASPHALT LEVELING COURSE

- A. The asphalt leveling course, Type "B", shall be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course shall not be less than one and one half inches and compaction shall achieve one hundred percent maximum density. This course shall be laid to achieve the required slope.

2.08 ASPHALT SURFACE COURSE

- A. The asphalt surface course Type "F" must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course shall not be less than one inch and compaction shall achieve one hundred percent maximum density. This course shall be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge in any direction. Upon completion of the placement and rolling the court shall be flooded with water in the presence of the Tennis Manager and any depressions holding water deeper than one-eighth shall be leveled.

2.09 SITE CONDITIONS

- A. Locate existing underground utilities in the area of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should piping or other utilities be encountered during excavation, consult the Tennis Manager immediately for directions. The Contractor at no cost to the Owner shall repair damaged utilities to satisfaction of the utility owner.
- B. Contractor must follow all applicable Erosion and Sediment Control requirements, as regulated by Cobb County and/or the State of Georgia.

2.10 PREPARATION OF SUB-GRADE

- A. The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four inches of soil. The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by the soil-testing group to ensure such compaction. At the Tennis Manager's discretion these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. All areas which fail to meet this compaction requirement or, are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and testing again. Under no circumstances shall the contractor cover any sub-grade until it has been adequately tested and accepted.
- B. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
 - 1 Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- C. The entire sub-grade and all areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with all Federal, State and Local regulations in the use of all herbicides.

2.11 SURFACE PREPARATION

- A. Base Course
 - 1 When directed, the surface to be treated shall be cleaned of dust, dirt and loose or foreign material immediately preceding the application of the prime or tack coat. Care shall be taken to clean but not loosen or dislodge the embedded

aggregate in base course. Patches of asphalt, dirt or other material which do not form an integral part of the surface to be treated shall be removed. When directed, the surface shall be sprinkled with water and given an additional sweeping with hand brooms.

B. Prime Coat

1. After the surface to be treated has been prepared, the bituminous material for the prime coat must be uniformly sprayed at the rate of 0.30 per square yard.
4. No material for a succeeding course shall be placed on a primed base course until the prime coat has cured sufficiently to prevent damage by hauling operations.
3. If the primed surface becomes damaged prior to the application of the wearing course, such areas shall be cleaned or patched and retreated at the expense of the Contractor.
4. The surfaces of all structures shall be protected by some satisfactory method to prevent them from being marred by the application of bituminous material. The Contractor will be responsible for the removal of asphalt contamination caused by his operations from all structures at no cost to the Owner. The asphalt removal shall be accomplished by sandblasting on all structures.

C. Tack Coat

1. The tack coat must be applied in the same manner as outlined above for the application of prime coat. When emulsified asphalt is used it shall be diluted with water as directed. The rate of application shall be 0.10 gallon per square yard. The tack coat shall be applied sufficiently in advance of the wearing surface to allow the proper curing of the bituminous material but shall not be applied so far in advance as to lose its adhesiveness as a result of being covered with dust or foreign material.
2. If the tack coat becomes damaged or covered with foreign material prior to placing the wearing surface, such areas shall be cleaned and retreated at the expense of the Contractor.

2.12 CONSTRUCTION METHODS

- A. Prior to arrival of the mixture on the work, the prepared surface, primed or tack coated as specified, shall be cleaned of all loose and foreign material. The mixture shall not be placed on a surface which shows evidence of moisture.
- B. The mixture shall be transported from the paving plant to work in tight vehicles previously cleaned of foreign materials. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless artificial light, satisfactory to the Tennis Manager is provided.
- C. The mixture shall be laid upon an approved surface, spread and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture over such partial width as may be practicable.

1. The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches.
 2. Hand spreading will be permitted only on small areas inaccessible to the spreader.
 5. When more than one course is called for in these specifications, the succeeding course shall follow not later than 72 hours unless the preceding course is given a tack coat. If proper bond is not obtained between the two courses, a tack coat shall be used even though the lapsed time has been less than 72 hours.
- D. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it bears the weight of the rollers without undue displacement.
1. The number, weight, types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition.
 2. Rolling shall start longitudinally at the sides and proceed toward the opposite side of the court, overlapping on successive trips by at least one-half of the width of the roller.
 3. The speed of the rollers shall be slow enough to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once by the use of rakes and the addition of fresh mixture as required. Rolling shall proceed continuously until all roller marks are eliminated and the required density is attained. To prevent adhesion of bituminous mixture, the rollers shall be kept moist for the full width of the rollers, but an excess of water will not be permitted.
- E. Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Tennis Manager.

2.13 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

- A All net posts shall be installed as per specified below:
1. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
 2. One such sack of cement to not more than six gallons of water. The concrete shall attain a compression strength of not less than three thousand five hundred pounds per square inch, twenty-eight days after paving.
 3. Net posts shall be galvanized steel having an outside diameter of not less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of forty-two inches above the court surface at the net posts. Post should be Douglas Premier or equivalent type net post with an external crank with a

removable handle. Brass mechanisms (internal or external) will not be accepted.

- 4 The center Strap Anchor shall be set in a concrete footing measuring twelve inches, by twelve inches by twelve inches.

2.14 ACRYLIC SURFACING

- A. The surface course shall cure for a minimum of fourteen days prior to the application of any patching or surfacing material.
- B. Prior to applying surfacing material, the court surface shall be flooded with water and any depressions (bird baths) holding water deeper than one-eighth inch shall be patched and leveled.
- C. Sport Fill shall be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material shall be homogenous and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.
- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface shall be smooth and free of ridges, valleys and tool marks.
- G. At no time will more than four courts be out of service at one time, unless prior approval has been obtained from the Cobb County Parks and Recreation Department Tennis Manager.
- H. The tennis courts shall be colored in two contrasting colors chosen by the Cobb County Parks and Recreation Department.
- I. All questions concerning court dimensions shall be answered by the Tennis Manager.

2.15 PLAYING LINES

- A. After the resurfer has thoroughly cured, two inch wide playing lines shall be accurately located and marked in accordance with rules of the United States Lawn and Tennis Association, and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have additional quickstart lines applied as well as the standard court lines according to USTA guidelines unless**

specified otherwise by Cobb County Parks and Recreation Department. The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting shall be done by skilled workmen with suitable equipment.

2.16 FENCING

- A. All fencing around the tennis courts must be replaced with new materials to its original configuration unless otherwise directed by the Tennis Manager. Fence posts shall be alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.

- C. Fence fabric shall be adjusted so that the bottom of the fabric shall be three quarter inch plus or minus one-quarter inch from the court surface.

- C. Fencing must be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.

- D. Pedestrian gates shall have 4-foot openings.

- E. Materials
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the ten foot fence, end, corner, and gateposts shall be 3 inch outside diameter schedule 40.
 - 3. Line posts for the ten-foot fence shall be 2-1/2 inches outside diameter schedule 40.
 - 4. Top rail for the ten-foot fence shall be 1-5/8 inch outside diameter schedule 20. Top rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3 inch outside diameter pipe schedule 40. Gateposts for vehicular gates shall be 4 inch outside diameter pipe schedule 40.
 - 6. Braces shall be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
 - 7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.

 - 8. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh. The fabric shall have a knuckled selvage along both top and bottom rails.

 - 9. Gate frames shall be of 1.9 inch outside diameter schedule 40. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each

gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180 degrees. Gates shall be suitably braced and reinforced to prevent sagging.

10. All materials entering into the construction of required fencing shall be heavily galvanized by the hot-dip process.
11. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed two feet.

F. Construction

1. End, corner and gate posts shall be set in a concrete base not less than 18 inches in diameter which shall extend at least three inches below the bottom of the post. The post shall extend to a depth of at least three feet below the surface of the ground. A brace shall be spaced midway in height of each end, corner and gatepost shall extend to the first line post. Braces shall be securely fastened to posts by means of malleable iron connections and trussed from line post back to end, corner or gatepost with a 3/8-inch diameter rod.
2. Line posts shall be set in a concrete base not less than 12 inches in diameter which shall extend at least three inches below the bottom of the post. The post shall extend to a depth of at least 30 inches below the surface of the ground. Line posts shall be equally spaced along the line of fence at not to exceed ten-foot intervals.
3. Top rail shall be installed between line posts. Fabric shall not be erected until concrete has had sufficient time to cure. Chain link fabric shall be stretched to uniform tightness on the inside of the posts with suitable tools and shall be attached with No. 6 gauge galvanized wire clips securely clinched and attached by means of adjustable clamps. Fabric shall be fastened to line posts at 14-inch intervals. Fabric shall be attached to rail at 24-inch intervals by tie wires.
4. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed two feet.

2.17 CLEAN-UP AND REPAIR

- A. Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked

sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to the County.

- B. The Contractor shall be fully aware that the job site lies within an operational public recreational facility, which shall remain open during the course of work. **All** construction activities shall be scheduled so as to minimize impact of operation of surrounding facilities, and to maintain the highest level of safety. The Contractor shall indemnify, defend, and hold harmless the Owner for any of the Contractor's disregard for safety precautions in the use of chemicals, storage of materials and/or any unsafe site conditions.

2.18 WEATHER LIMITATIONS

- A. No part of the construction shall be conducted (a) unless the air temperature is at least 50 degrees (10 degrees Centigrade) and rising, nor (b) during rainfall or when rainfall is imminent.

2.19 WARRANTY

- A. The Contractor shall Warrant that all workmanship, design, and materials shall be free of defects, for a period of one year from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

2.20 SILENCE OF SPECIFICATIONS

- A. The apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the 'American Sports Builders Association' are expected to be followed to serve as minimum expectations. All interpretations of this specification shall be made upon the basis of this statement. Specifications are to meet standards set forth and County interpretation shall prevail.

END OF SECTION

SECTION III

PERMAPAVE® / PERMAFLEX® TENNIS COURT RESURFACING

3.00 SCOPE

- A. The scope of PERMAPAVE® / PERMAFLEX® TENNIS COURT RESURFACING covers all aspects of resurfacing and repairs of existing tennis courts in Cobb County parks system using Permapave or Permafex tennis court material. Locations to be determined by owner, tennis court Permapave or Permafex and repair will be done on an as needed basis. Tennis court Permapave or Permafex and repair shall include site preparation, repair of all cracks and surface problems, and application of Permapave or Permafex materials. Permapave or Permafex products are to be installed according to manufacturer's specifications.
- B. Tennis court jobs that are repaired using Permapave or Permafex will include replacement of wire fencing and hardware, replacement of net posts, nets, center strap anchor and center strap.

3.01 LOCATION

- A. The work described by these specifications is located in various Cobb County locations. This work will be done on an as needed basis.

3.02 MEASUREMENT

- A. Vendor shall submit a unit price, per court for the resurfacing and repair of regulation sized (120' by 60') and mini court sized (60' by 34') asphalt tennis courts using Permapave or Permafex materials and specifications. All existing tennis courts in the Cobb County Parks system are built in batteries of 2 courts or 4 courts.

3.03 PAYMENT

- A. Materials and labor required for resurfacing and repair including all appurtenance, completed and accepted by the Tennis Manager, will not be paid for separately. The cost for pavement and fencing removal, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all materials (including water and sand), required court markings, repairs, maintenance, earthwork, site drainage, erosion control, and grassing shall be included in the bid price for the resurfacing and repair of tennis courts using Permapave or Permafex.

3.04 SURFACING MATERIALS AND APPLICATIONS

- A. The contract work performed under these specifications consist of furnishing all labor, equipment, materials, implements and supplies necessary for, and pertinent to, the work required. in these specifications to:
 - 1. Clean tennis courts.
 - 2. Apply herbicide.
 - 3. Fill all cracks
 - 4. Level all bird baths.

5. Apply surfacing material, color coating and stripes.
6. Clean up site.

B Asphalt materials shall be Permapave or Permaflex. Surface materials as specified shall be Maxi-Flex Acrylic surfacer, Duracrack Crack Filler, and Sport Fill Leveling Surfacer or approved equivalent. The surfacing material must be acrylic.

C Materials are to be applied in accordance with **the** manufacturer's specifications.

D. All materials shall be delivered to the site in the manufacturer's original package or container.

E. The tennis courts shall be colored in two contrasting colors, chosen by the Cobb County Parks, Recreation and Cultural Affairs Department.

F **All** surfaces shall be thoroughly cleaned, and loose material **will** be scraped and swept. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys. It shall be thoroughly cleaned by brushing and/or a mechanical blower followed by a water flushing.

G. Bird Baths:

Completed work shall not have bird baths. Once surface has been applied, the court surface shall be flooded with water and any depressions (bird baths) holding water deeper than one-eighth inch shall be patched and leveled.

H. Cracks:

Cracks **shall** be repaired and sealed as follows:

- a. Clean out cracks and spray with a non-selective herbicide (Monsanto, Roundup or approved equal), to kill all grass and weeds.
- b. Pack crack with Duracrack crack filler or equivalent until level with existing court surface.
- c. Resurface court with approved acrylic material.

I Flaking:

All areas where existing surface is flaking, the surface will be cleaned and leveled before new surface is applied.

J. Fill shall be applied to the clean underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to any dilutions.

K. Surface shall be applied on a clean dry underlying surface in three applications to obtain the total application rate suggested by the manufacturer. A certification of mixture may be requested by the Owner to verify the application rate. The certification, if requested, will be furnished by the Contractor at no cost to the Owner.

L. The finished surface shall be smooth and free of ridges, valleys and tool marks.

3.05 PLAYING LINES

- A. After the surface has thoroughly cured, two playing lines shall be accurately located and marked in accordance with rules of the United States Tennis Association, and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have additional quickstart lines applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County Parks and Recreation Department.** The use of traffic, oil, alkyd, or solvent vehicle type paints is prohibited. Painting shall be done by skilled workmen with suitable equipment.

3.06 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

- A. All net posts shall be installed per the following specifications:
 - 1. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
 - 2. One such sack of cement to not more than six gallons of water. The concrete shall attain a compression strength of not less than three thousand five hundred pounds per square inch, twenty-eight days after paving.
 - 3. Net posts shall be galvanized steel having an outside diameter of not less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of forty-two inches above the court surface at the net posts. Post should be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.
 - 4. The center Strap Anchor shall be set in a concrete footing measuring twelve inches, by twelve inches by twelve inches.

3.07 FENCING

- A. Unless otherwise specified, fencing and gates shall be replaced in the configuration exactly as existed on the old courts. Exceptions will be made in writing and agreed upon by the owner and contractor.
- B. All fencing fabric and hardware around the tennis courts shall be with new materials. Existing fence posts shall be painted, with all damaged posts replaced, aligned, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- C. Fence fabric shall be adjusted so that the bottom of the fabric shall be three quarter inch plus or minus one-quarter inch from the court surface. Under no circumstances will fencing be accepted where tennis balls are able to roll under fences or out of gate areas.

- D. Fencing must be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh. Fabric is to be custom cut to exactly fit existing posts.
- E. Pedestrian gates shall have 4-foot openings.
- F. **M a t e r i a l s**
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the ten foot fence, end, corner, and gateposts shall be 3 inch outside diameter schedule 40.
 - 3. Line posts for the ten-foot fence shall be 2-1/2 inches outside diameter schedule 40.
 - 4. Top rail for the ten-foot fence shall be 1-5/8 inch outside diameter schedule 20. Top rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3 inch outside diameter schedule 40.
 - 6. Braces shall be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
 - 7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
 - 8. The ten foot high fence shall be constructed of 9-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh the fabric shall have a knuckled selvage along both top and bottom rails.
 - 9. Gate frames shall be of 1.9 inch outside diameter pipe schedule 40. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180 degrees. Gates shall be suitably braced and reinforced to prevent sagging.
 - 10. All materials entering into the construction of required fencing shall be heavily galvanized by the hot-dip process.
 - 11. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed two feet.

3.08 CLEAN UP AND REPAIR

- A. Immediately upon the completion of any given site, all debris, barrels and spilled resurfacing materials shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in a trash barrel or dumpster located in the park. Use of ammonia during clean up is prohibited.

- B. The Contractor shall be fully aware the job sites lie within an operational public recreational facility, which shall remain open during the course of the work. All construction activities shall be scheduled so as to minimize impact of operation of the surrounding facilities, and to maintain the highest level of safety. The Owner will be held harmless for Contractor's disregard for safety precautions in the use of chemicals, storage of materials and/or any unsafe site conditions.
- C. The Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, scoreboards, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than originals without any charge to the County.

3.09 WEATHER LIMITATIONS

- A. No part of the construction shall be conducted (a) unless the air temperature is at least 50 degrees (10 degrees centigrade) and rising, nor (b) during rainfall or when rainfall is imminent.

3.10 WARRANTY

The Contractor shall Warrant that all workmanship, design, and materials shall be free of defects for a period of one year, or per the material manufacturer's warranty period, whichever is greater, from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

3.11 SILENCE OF SPECIFICATIONS

- A. The apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the 'American Sports Builders Association' are expected to be followed to serve as minimum expectations. All interpretations of this specification shall be made upon the basis of this statement. Specifications are to meet standards set forth and County interpretation shall prevail.

END OF SECTION

SECTION IV

ASPHALT TENNIS COURT RESURFACING AND REPAIR

4.00 SCOPE

- A. The scope of Asphalt Tennis Court Resurfacing and Repair covers all aspects of resurfacing and repairs of existing tennis courts in Cobb County Parks system. Locations to be determined by owner, tennis court resurfacing and repair will be done on an as needed basis. Tennis court resurfacing and repair shall include site preparation, repair of all cracks and surface problems, and application of surfacing materials.
- B. Repair of severe tennis court cracks are to be done using Armor Crack Repair® or equivalent application. Use of other products must be shown as part of the bid process to be equivalent in specifications and warranty to Armor Crack Repair.

4.01 LOCATION

- A. The work described by these specifications is located in various Cobb County locations. This work will be done on an as needed basis.

4.02 MEASUREMENT

- A. Vendor shall submit a unit price per court for the resurfacing and repair of regulation sized (120' by 60') and mini court sized (60' by 34') asphalt tennis courts. The resurfacing of the tennis court shall be the base price (per court). This price should include all aspects of the project, including filling and repair of minor cracks. Severe crack repair using Armor Crack Repair or equivalent shall be measured in price per linear foot. This price will be added to the base price on a per job basis. All existing tennis courts in the Cobb County Parks system are built in batteries of 2 courts or 4 courts.

4.03 PAYMENT

- A. Materials and labor required for resurfacing and repair including all appurtenance, completed and accepted by the Tennis Manager, will not be paid for separately. The cost for pavement and fencing removal, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all materials (including water and sand), required court markings, repairs, maintenance, earthwork, site drainage, erosion control, and grassing shall be included in the bid price for the resurfacing and repair of tennis courts.

4.04 SURFACING MATERIALS AND APPLICATIONS

- A. The contract work performed under these specifications consist of furnishing all labor, equipment, materials, implements and supplies necessary for, and pertinent to, the work required in these specifications to:
 - 1. Clean tennis courts.

2. Apply herbicide.
 3. Fill all cracks
 4. Level all bird baths.
 5. Apply surfacing material, color coating and stripes.
 6. Clean up site.
- B. Materials as specified shall be Maxi-Flex Acrylic surfacer, Duracrack Crack Filler, and Sport Fill Leveling Surfacer or approved equivalent. The surfacing material must be acrylic.
- C. Materials to be applied in accordance with the manufacturer's specifications.
- D. All materials must be delivered to the site in the manufacturer's original package or container.
- E. The tennis courts shall be colored in two contrasting colors, chosen by the Cobb County Parks, Recreation & Cultural Affairs Department.
- F. All surfaces shall be thoroughly cleaned, loose material will be scraped and swept. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys. It shall be thoroughly cleaned by brushing and/or a mechanical blower followed by a water flushing.
- G. Bird Baths:
- Prior to applying resurfacing, the court surface shall be flooded with water and any depressions (bird baths) holding water deeper than one-eighth inch shall be patched and leveled.
- H. Cracks:
- Cracks shall be repaired and sealed as follows:
- a. Clean out cracks and spray with a non-selective herbicide (Monsanto, Roundup or approved equal), to kill all grass and weeds.
 - b. Pack crack with Duracrack crack filler or equivalent until level with existing court surface,
 - c. Resurface court with approved acrylic material.
- I. Flaking:
- All areas where existing surface is flaking, the surface will be cleaned and leveled before new surface is applied.
- J. Fill shall be applied to the clean underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to any dilutions.
- K. Surface shall be applied on a clean dry underlying surface in three applications to obtain the total application rate suggested by the manufacturer. A certification of mixture may be requested by the Owner to verify the application rate. The certification, if requested, will be furnished by the Contractor at no cost to the Owner.

- L. The finished surface shall be smooth and free of ridges, valleys and tool marks.

4.05 PLAYING LINES

- A. After the surface has thoroughly cured, playing lines shall be accurately located and marked in accordance with rules of the United States Tennis Association, and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have additional quickstart lines applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County Parks and Recreation Department.** The use of traffic, oil, alkyd, or solvent vehicle type paints is prohibited. Painting shall be done by skilled workmen with suitable equipment.

4.06 CLEAN UP AND REPAIR

- A. Immediately upon the completion of any given site, all debris, barrels and spilled resurfacing materials shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in a trash barrel or dumpster located in the park. Use of ammonia during clean up is prohibited.
- B. The Contractor shall be fully aware the job sites lie within an operational public recreational facility, which shall remain open during the course of the work. All construction activities shall be scheduled so as to minimize impact of operation of the surrounding facilities, and to maintain the highest level of safety. The Owner will be held harmless for Contractor's disregard for safety precautions in the use of chemicals, storage of materials and/or any unsafe site conditions.
- C. The Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, scoreboards, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than originals without any charge to the County.

4.07 WEATHER LIMITATIONS

- A. No part of the construction shall be conducted (a) unless the air temperature is at least 50 degrees (10 degrees centigrade) and rising, nor (b) during rainfall or when rainfall is imminent.

4.08 WARRANTY

- A. The Contractor shall Warrant that all workmanship and materials shall be free of defects for a period of one year, or per the material manufacturer's warranty period, whichever is greater, from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

4.09 SILENCE OF SPECIFICATIONS

- A. The apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the 'American Sports Builders Association' are expected to be followed to serve as minimum expectations. All interpretations of this specification shall be made upon the basis of this statement. Specifications are to meet standards set forth and County interpretation shall prevail.

END OF SECTION

Appendix A-1 EARTHWORK

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work covered by this Section includes furnishing all labor, equipment and materials required to accomplish all grading and any other similar, incidental, or appurtenant earthwork operation which may be necessary to properly complete the work. All work shall be done in strict conformity with the Specifications and the directions of the Parks Operation Manager.

1.02 REGULATORY AGENCIES

- A. State and local codes shall control the disposal of pavement and other matter from the site demolition or clearing operations. Erosion control is the responsibility of the contractor and must be done in accordance with state and county codes.

PART 2 - EXECUTION

2.01 FINISH GRADING

- A. Finish grading shall be made to blend into conformation with remaining natural ground surfaces. All finish graded surfaces shall be left smooth and free to drain. Selected materials, which may have been obtained during demolition of the site, shall be spread around perimeter of courts in a manner to provide positive drainage away from courts and shall be suitable compacted for grassing. Excess materials, if any, shall be spread and compacted as directed by the Parks Operations Manager. Where necessary, or where shown, finish grading shall be extended to insure that water will be directed to drainage ditches, the site area left smooth, graded areas seeded and strawed and free from depressions holding water.

2.02 MAINTENANCE

- A. All excavated and filled areas for tennis courts shall be maintained by the Contractor in good condition at all times until final acceptance by Parks Operations Manager. Such maintenance shall be continued until final acceptance of the project.**2.03**

2.03 MEASUREMENT

- A. Earthwork items will not be measured separately for payment, but included with the scope of work required for resurfacing and/or reconstruction of courts and associated work.

2.04 PAYMENT

- A. No separate payment will be made for earthwork which should be completed and accepted by the Parks Operations Manager, and all cost are to be included in the unit cost for resurfacing and/or reconstruction of courts bid items.
END OF SECTION

Appendix A-2

LANDSCAPING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work covered by this Section includes furnishing all materials, equipment, and labor necessary for the grassing of the following areas:
 - 1. All existing grassed areas which are disturbed by construction, whether they are on County park property or public right-of-ways, shall be restored to a condition equal to that found prior to start of work.
 - 2. The immediate area (10' from court edge on all sides) of any court that has been reconstructed or overlaid and/or any drainage swales must be reshaped for positive drainage.

1.02 APPROVAL AND REJECTION OF WORK

- A. The execution of all operations required under the Specifications shall be subject to the review of the Parks Operations Manager. The Parks Operations Manager shall have the right to reject any and all work, which in his opinion does not meet with the requirements of the Specifications at any stage of the operations. All rejected work shall be redone to meet the requirements of the Specifications.

PART 2 –Products

2.01 MATERIALS

- A. Straw, when used for mulching, shall be threshed rye, oat or wheat straw, free of insects, weeds, or other debris.
- B. Wood fiber mulch shall be used in hydroseeding and shall contain no germinating or growth inhibition factors. The wood fiber mulch shall be colored green and shall have the property of evenly dispersed and suspended when agitated in water. When sprayed uniformly on the soil surface, the wood fiber shall form an absorbent cover allowing percolation of water to the underlying soil. The wood fiber mulch shall be packed in moisture resistant bags with the net weight plainly shown on each bag.

The wood fiber mulch shall be certified to have the following properties:

- 1. Moisture Contents
(Equilibrium Air Dried) 12.0 +/- 3.0 %
- 2. Organic Matter
(Oven Dried Basis) 99.7 +/- 0.8%
- 3. Ash Content 1.0 +/- 0.6%
- 4. PH 5.0 +/- 0.5
- 5. Water Holding Capacity
(Grams Water Per Gram Fiber) 1100 Min.

C. The commercial fertilizer shall be a complete formula, 6-12-12, and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which is caked or otherwise damaged, making it unsuitable for use, will not be accepted.

D. Grass Seed

1. General: The seed shall meet the requirements of the Georgia Department of Agriculture, be paced in new bags or bags that are sound and not mended. Each bag shall bear a certificate certifying its contents.

2. Grass Seed Type:

Species:	<u>Purity%</u>	<u>Germination %</u>
Type A Tall Fescue (Kentucky 31)	98%	85%
Type B Common Bermuda	98%	85%

PART 3 - EXECUTION

3.01 MECHANICAL SEEDING

A. Commercial fertilizer shall be applied at the rate of 40 pounds to 1,000 square feet.

B. Weather permitting, seed shall be sown within twenty-four hours following the application of fertilizer. Immediately before any seed is to be sown, the ground shall be scarified as necessary and shall be rock hound until the surface is smooth, friable, and of uniformly fine texture. Seed shall be sown at the rate indicated in Section 3.03, by mechanical spreader or any other type of equipment that will produce a uniform application of seed. After application, all seeded areas shall be lightly raked, rolled with a 200-pound roller, and watered with a fine spray. On slopes inaccessible to compaction equipment, the seeded areas shall be treated by dragging spiked chains or by other satisfactory methods.

C. Seed shall not be sown in windy weather or when the ground is wet, frozen, or otherwise in an untillable condition.

D. Seeded areas shall be covered with clean wheat or oat straw at a rate of one bale per 1,000 square feet.

3.02 HYDROSEEDING

A. The Contractor shall have the option of applying seed, fertilizer and mulch by hydroseeding, if precautions are taken to prevent over spray onto courts, fencing and/or structures.

B. Fertilizer and seed shall be applied at the rate as specified for mechanical seeding. Wood fiber mulch shall be applied at a rate of 500 pounds per acre.

- C. Ground preparation shall be in accordance with applicable provisions in Article 3.01 B above.
- D. The hydroseeder shall be capable of applying a uniform mixture of fertilizer, seed and mulch over the entire area to be seeded. The slurry mixture shall be kept agitated and all materials shall be discharged within one hour after being combined in the hydroseeder.
- E. Hydroseeding shall not be performed when wind condition prevents an even thorough application. The hydroseeder equipment manufacturer's direction shall be closely observed unless modification in methods of application are ordered by the Engineer.

3.03 SEEDING SCHEDULE

- A. Time and Rate of Seeding
- | | | |
|-------|--------------------------|----------------------------------------------------------|
| Time: | Type A
Tall Fescue | 2/15 to 4/30 or 8/16 to 11/15 |
| | Type B
Common Bermuda | 4/1 to 8/31 |
| Rate: | Type A
Tall Fescue | 75 lbs. Per Acre |
| | Type B | 20 lbs. Per Acre (Hulled)
10 lbs. Per Acre (Unhulled) |
| | Common Bermuda | |

3.04 PROTECTION OF VEGETATION

- A. The Contractor shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

3.05 MAINTENANCE AND INSPECTION

- A. Grassed area shall be protected against any damage and maintained by watering, mowing and replanting as may be necessary to produce a satisfactory stand of grass. A satisfactory stand of grass is defined as a full cover, or the area seeded, of live and growing grass with no bare spots larger than two square feet. Any damaged area shall be promptly repaired without additional cost to the Owner.
- B. After completion of work covered under applicable contract, the grassed area shall be inspected as to condition and coverage and shall be free from erosion and other damage prior to being accepted.

3.06 MEASUREMENT

- A No separate measurement will be made for grassing.

3.07 PAYMENT

- A Grassing, materials and labor completed and accepted by the Parks Operations Manager will be included in the unit price bid for the resurfacing and/or rebuilding of tennis courts.

END OF SECTION

Appendix A-3

SODDING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all materials, equipment and labor necessary for preparation of sodded lawns as indicated on the drawings, fertilizing and lime, lawn construction, protection, maintenance and related items required for complete lawn work.
- B. Prepare soil in areas indicated on the drawings to receive sod and ground cover.

1.02 SUBMITTAL

- A. Samples: Submit sod samples for approval by the Parks Operations Manager.
- B. Make required analysis and material tests for fertilizers, insecticides and other materials of similar character per current methods of Association of Official Agricultural Chemists when requested.
- C. Submit itemized cost of sod (labor and material).

1.03 QUALITY CONTROL

- A. Reference Standard(s): Sod shall conform to tolerances per applicable standards of U.S. Department of Agriculture.

PART 2 - PRODUCTS/MATERIALS

2.01 FERTILIZER

- A. Make analysis of topsoil to determine PH factor, and submit report to Parks Operations Manager. Provide fertilizer and lime based on soil report.
- B. The source of each of the elements, depending on type conditions described below, shall be provided in the report.
 - 1. Where soil conditions indicate a medium level of phosphorus and potassium, such soil shall be conditioned by the addition of forty (40) pounds of commercial fertilizer (10-10-10) per thousand (1,000) sq. ft. and fifty (50) pounds of lime per thousand (1,000) sq. ft.
 - 2. Where soil conditions indicate a deficiency in phosphorus and potassium, such soil shall be conditioned by the addition of commercial fertilizer (10-12-12) 10% Nitrogen - 12% Phosphoric Acid - and 12% Potash.
- C. Commercial Fertilizer: Commercial fertilizer shall be a complete fertilizer, the nitrogen content of which shall be derived from either organic or inorganic sources; shall bear the manufacturer's guarantee statement of analysis; shall be uniform in

composition, dry and free flowing; and, shall be delivered to the site in original unopened containers. Fertilizer shall conform to the State Fertilizer Laws and shall be of recent manufacture.

2.02

- A. Lime shall be ground or pelletized limestone containing not less than 18% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
 - B. Three (3) weeks after laying of sod, apply 10 lbs. per 1,000 sq. ft. of ammonium nitrate. Apply when grass is dry and water immediately to avoid burn.
- 2.03 A. Water will be furnished by the Owner. Necessary arrangements for the use of water shall be made by the Contractor.
- 2.04 A. Sod shall be the following: Common Bermuda. Sod shall be strongly rooted and free from pernicious weeds. It shall be mowed to a height not to exceed 3" before lifting and shall be of a uniform thickness with not over 1-1/2" or less than 1" of soil firmly adhering to roots. Cutting shall be in rectangular strips of equal width and size (15" by 9" minimum) to permit being lifted and rooted without breaking. Sod shall be obtained from an approved and certified nursery.

2.05 PLANTING SEASON FOR SODDING

- A. From June 1 to Sept. 30. In the event that seasonal and other conditions permit and upon the written approval of the Parks Operations Manager, planting or sodding may start earlier and/or continue later than the dates specified.

PART 3 - EXECUTION

- 3.01 Before commencing this work, ascertain the location of all utilities, sub-surface drainage and underground constructions.

3.02 SOIL PREPARATION

- A. Each area to be sodded shall be scarified, disked, harrowed, raked, or otherwise worked until it has been pulverized to a depth of not less than three inches. Where necessary, hand raking shall be required in those areas of limited space.
- B. Preparation of soil shall be performed only when the soil is in a tillable and workable

condition and immediately prior to the placement of sod. Sod shall not be placed upon prepared bed until soil preparation has been approved by Parks Operations Manager.

- C. No heavy equipment except lawn roller shall be moved over lawn area after soil preparation has been completed.
- D. No sooner than two days before sodding, fertilizer and lime as required by analysis shall be thoroughly incorporated in the topsoil to a minimum depth of three inches (3"). The entire surface shall then be regraded and rolled with a roller weighing not more than one hundred pounds per foot of width. During the rolling, all depressions caused by settlement of rolling shall be filled with additional topsoil with the proper proportions of soil conditioners and the surface shall be regraded and rolled until presenting a smooth and even finish and is up to the required final grade.
- E. Sand: (River Sand) shall be applied after operation above to a depth of one-half inch (1/2") over topsoil areas to receive sod. The gradation of the sand shall be that material which passes #4 and is retained on a #200 sieve. Once sand is applied to topsoil, it shall be raked and worked into topsoil.
 - 1. After placement of sand, maintain surfaces to indicated finished grades and deposit whatever additional sand that may be required to take care of any settlement.

3.03 SODDING (PLACE SOLID)

- A. Sod shall be a smooth even surface conforming to final finish grade elevations.
- B. All sod shall be laid smoothly on the sod bed, allowance being made for settlement so that the finished surface of the sod is even with the existing finished lawn grades. Sod shall be laid edge to edge with staggered joints and immediately rolled with a light weight turf roller. All voids between the sod strips shall be filled with topsoil and sand so that the finished surface of the sodded areas shall be true and even. All finished sodded areas are then to be fertilized with the specified commercial fertilizer at the rate of 20 pounds per 1,000 square feet of sodded area and immediately watered.
- C. Sod shall be tamped or rolled immediately after being laid.
- D. Sod shall be equally firm at all points, so that the finished surfaces are even and smooth.
- E. Sod shall be harvested, delivered, and installed within a period of 48 hours.

3.04

- A. Paved areas shall be cleaned which have been soiled by sodding operations; keep these areas clean at all times. Upon completion of this work, all excess soil, stones and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Parks Operations Manager.

3.05 INSPECTION FOR ACCEPTANCE

- A. Inspection of lawn work to determine completion of all requirements of this section of the specifications, will be made by the Engineer and Owner at the conclusion of the maintenance period upon written notice requesting such inspection submitted by the Contractor at least 10 days prior to anticipated date. The condition of sodded areas will be noted and determination made by the Parks Operations Manager whether maintenance shall be continued in any part.

- B. Acceptance: After inspection, the Contractor will be notified by the Owner of acceptance of lawn work. Lawn maintenance or other work remaining to be done shall be subject to re-inspection before acceptance.

END OF SECTION

Appendix A-4
USTA Mini Tennis Court

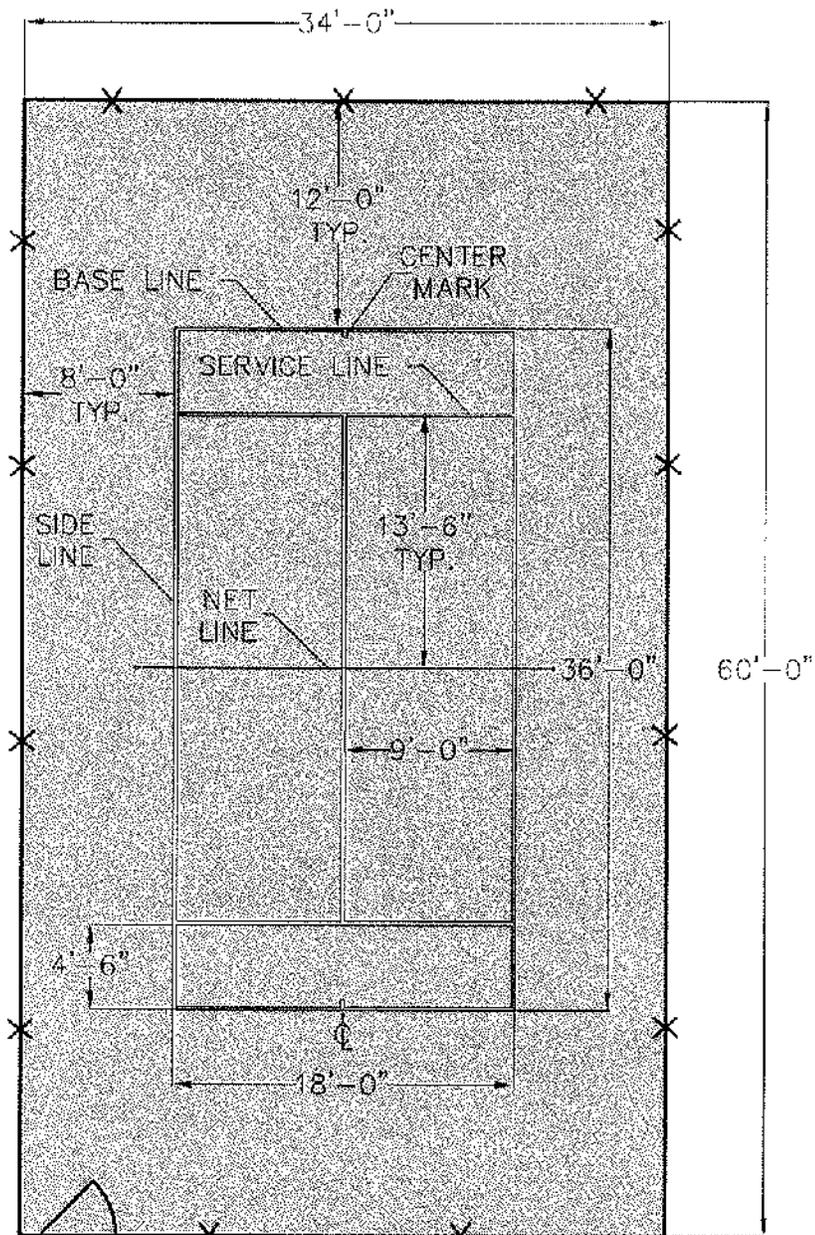
PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The United States Tennis Association (USTA) is rolling out a new program in 2008 called Quick Start Tennis. This format is played on smaller dimension tennis courts. They have 2 sizes of tennis courts 36' and 60'. For the purposes of this bid, Cobb County is currently interested in building 36' tennis courts.

1.02 COURT SPECIFICATIONS

- A. The design and dimensions of the tennis court per USTA specifications is pictured at the end of this section. The overall court will use approximately half the space of a standard tennis court. The dimensions are as follows:
- 60' long (from fence to fence)
 - 34' wide (fence to next court)
 - 36' long (baseline to baseline)
 - 18'wide (sideline to sideline)
- B. The fences for the mini court will measure 8' high on the ends and corners and come down to 3' along the sides.
- C. The courts will be built in batteries of 2 — 4 courts. If 4 courts are built, there will be a 3' fence with opening between each pair of courts.
- D. The surface texture should be less grainy (less sand) for the courts.
- E. Additional specifications may be added by USTA, but should not impact the cost beyond the factors included here.
- F. Court layout (shown on following page).



SINGLE COURT LAYOUT
(NEW CONSTRUCTION)

YOUTH COMPETITION FORMAT
36 FEET TENNIS —
EIGHT YEARS AND UNDER
MAY 2, 2007



SPECIAL TERMS AND CONDITIONS

I. Contract Period:

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

II. Pricing:

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

III. Option to Extend the Term of Contract:

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

Cobb County General Instructions for Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

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

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by **5:00 pm on February 15, 2011** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov.

Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good

faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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

VI. Testing and Inspection

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

VII. F.O.B. Point

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

VIII. Patent Indemnity

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

IX. Insurance

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or

non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

X. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

XI. Delivery Failures

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

XII. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIII. Reject And Withdraw Bids

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

XIV. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample contracts.

XV. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

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

XX. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXI. Alterations of Documents

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

XXII. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXIII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and

Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIV. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. It is the goal of Cobb County Government to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

**Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS**
(Effective 10-28-2010 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES.
IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

(Project Name/Description)

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

- 1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____**
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

BID FORM
ANNUAL CONTACT – TENNIS COURT CONSTRUCTION AND MAINTENANCE
SEALED BID #11-5559

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principle or principles is or are named herein; that no person other than those named herein has an interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, and parties making a Proposal; and that this Proposal is, in all respects, fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; that he has read the instructions to Bidders and General conditions furnished prior to the Bid opening date; and that he has satisfied himself relative to the work to be performed.

The Bidder proposed and agrees that, if he becomes the successful bidder on the basis of this Proposal, he will contract with the Cobb County Board of Commissioners, Cobb County, Georgia, (herein called the "Owner"), in the form of contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other Contract Documents, for the following prices:

UNIT PRICE:

WRITTEN

NUMERIC

(Section I)

Tennis Court Construction (per court)

Standard Court (120' by 60') Mini
Court (60' by 34')

(Section II)

Tennis Court Reconstruction (per court)

Standard Court (120' by 60') Mini
Court (60' by 34')

(Section III)

Tennis Court Permapave/Permaflect Standard

Court (120' by 60')
Mini Court (60' by 34')

(Section IV)

Tennis Court Resurfacing/Repair (per court)

Standard Court (120' by 60')
Mini Court (60' by 34')

Armor Crack Repair (per linear foot)

COMPANY NAME: _____

CONTRACTOR'S QUALIFICATION STATEMENT
Cobb County Parks, Recreation and Cultural Affairs Department
Tennis Court Construction and Maintenance

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer
responsible for account: _____

Telephone Number: _____

III. BACKGROUND

1. Has Contractor ever done business under a different name? _____
2. If so, provide names: _____
3. Prior projects with Cobb County: _____
4. Please attach a list of recent projects you have completed of work similar to the work requested in the tennis court construction and maintenance bid. Include scope of project, location, and contact information of owner.
5. Please attach a list of references.
6. Number of new tennis courts built by your company _____
7. Number of courts reconstructed by your company _____
8. Number of courts reconstructed with Permapave / Permaflox _____
9. Number of courts resurfaced by your company _____
10. Have you used Armor Crack Repair or similar product? _____ If yes, how many courts have you repaired using this product or method _____

11. Please attach any additional information, including additional warranty information provided by your company and/or the manufacturer of the products you use, and if you are using a substitute method of crack repair, provide specifications and warranty information on those methods and products.

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

_____, Dated ___ / ___ / ___

_____, Dated ___ / ___ / ___

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

Bidder: _____

Signed: _____

Title: _____

Address: _____

License: # _____

Type of Business Entity:

(Corporation, Sole proprietorship, partnership, p.c.)

Individual Members of the Firm

President of the Corporation _____

Secretary of the Corporation _____

Corporation is organized under the Laws of the State of _____