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# **PROJECT MANUAL**

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MARION HIGH SCHOOL

**TRACK RESURFACING**

**DATE 9-13-2024**

**CHA PROJECT #: 084735**

**Prepared for:**

MARION HIGH SCHOOL  
Marion, South Carolina

**Prepared by:**

CHA  
625 Taylor Street  
Suite 2-B  
Columbia, South Carolina  
(803) 602--3690

**MARION HIGH SCHOOL**  
**TRACK RESURFACING**  
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	Solicitation Number Date Issued Procurement Official Phone E-Mail Address	IFB-2024-0002 September 23, 2024 Jason Jordan 843-423-1811 JJordan@marion.k12.sc.us
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**DESCRIPTION: MARION HIGH SCHOOL TRACK RESURFACING**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: October 15, 2024 @ 2:00 P.M. EDT

QUESTIONS MUST BE RECEIVED BY: October 8, 2024 @ 2:00 P.M EDT via tporter@bstonegroup.com

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and One (1) copy (marked 'copy')**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

**SUBMIT YOUR SEALED OFFER TO:**

Marion County School District- Leon Sturkey –  
Facilities Department  
Marion County Administration  
719 North Main  
Marion SC 29571  
See "Submitting Your Offer" provision

CONFERENCE TYPE: Pre-Bid Conference / Site Visit <b>(Mandatory)</b> DATE & TIME: October 1, 2024 @ 10:00am  As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> Marion High School 1205 South Main St. Marion SC 29571
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above within 10 days. The award, this solicitation, and any amendments will be posted at the following web address: <b><a href="http://www.Marion.k12.sc.us/">http://www.Marion.k12.sc.us/</a></b>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship SSN _____ - _____ - _____ <input type="checkbox"/> Corporation Federal ID # _____ <input type="checkbox"/> S. C. Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.  <small>(See "Taxpayer Identification Number" provision)</small>	

MARION COUNTY SCHOOL DISTRICT

**COMPANY NAME** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**Date:**

**PAGE TWO**  
(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)				<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)				
				E-mail Address				
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)				<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)				
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)				<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)				
<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)		20 Calendar Days (%)		30 Calendar Days (%)		_____ Calendar Days (%)	

## **Solicitation Outline**

- I. Scope of Solicitation**
- II. Instructions to Offerors**
  - A. General Instructions**
  - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
  - A. General**
  - B. Special**
- VIII. Bidding Schedule / Cost Proposal**
- IX. Attachments to Solicitation**

## I. Scope of Solicitation

Sealed bids for MARION HIGH SCHOOL TRACK RESURFACING will be received from General Contractors properly licensed under the laws of the State of South Carolina, opened and read aloud by the Owner in the offices of Marion County School District Administration Office, 719 North Main St, Marion, SC 29571, on October 10, 2024 @ 2:00 PM. Bids received after 2:00 PM will be rejected and returned to the Bidder unopened.

The name of the project is: MARION HIGH SCHOOL TRACK RESURFACING

Addresses: Marion High School - 1205 South Main Marion SC 29571

The Owner is: Marion County School District  
719 North Main St  
Marion, South Carolina 29571

The Program Manager is: Brownstone Construction Group  
1330 Lady Street, Suite 500  
Columbia, South Carolina 29201  
Telephone: (803) 376.6044  
FAX: (803) 376.6099

**Project Manager: Thurmond Porter**

## II. Instructions to Offerors

### A. General Instructions

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Marion County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order with the consent of the contractor.
6. **Contractor** – means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that. Amendments may modify information provided on the Cover Page.
8. **District** - means Marion County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
10. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”
11. **Page two** – means the second page of the original solicitation, which is labeled Page Two.

12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.
16. **Chief Procurement Officer** – means Chief Financial Officer

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. The Solicitation may be amended at any time prior to opening. **It is solely the responsibility of the Offeror to ensure that it has received all pre-bid addenda. Failure to acknowledge each pre-bid addendum may render the Offer nonresponsive.** All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [http://www.Marion.k12.sc.us/departments/finance\\_and\\_procurement/solicitations/2020-21\\_operations\\_solicitations/](http://www.Marion.k12.sc.us/departments/finance_and_procurement/solicitations/2020-21_operations_solicitations/) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by identifying the amendment number and date in the space provided for this purposed on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AUTHORIZED AGENT** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Marion County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. **THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD** In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**PROCUREMENT OFFICER AS PROCUREMENT AGENT** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Marion County School District acting on behalf of Marion County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Marion County School District. The Procurement Officer is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.



CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

By submitting an offer, the offeror certifies that –

In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
  - a. Those prices;
  - b. The intention to submit an offer; or
  - c. The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose or restricting competition.
- (4) Each signature on the offer is considered to be a certification by the signatory that the signatory –
  - a. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal
  - b. Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - c. As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
  - d. If the offeror deletes or modifies paragraph (a) (2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032.1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)

- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
  - (i) Offeror and/or any of its Principals
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
  - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Marion County School District Procurement Code is available at <http://www.marion.k12.sc.us>.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgement, and (b) preventing an unfair competitive. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any such services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

COMPLETION OF FORMS/CORRECTION OF BIDS AND/OR ERRORS All prices, entries and notations should be printed in ink or typewritten on the forms provided herein. Any change to the bid information including, but not limited to, changes to bid pricing or correction of errors or information must be made by crossing out the original entry, entering the change or correction on the bid form or appropriate attachment, and initialing same. Any alteration of the Offer must be made on the bid form or attachments provided herein and must be initialed by the person signing the bid. Any other alterations may result in the Offer being deemed nonresponsive. (Alterations are not allowed elsewhere in the solicitation, on the face of the envelope submitting the Offer, or otherwise.)

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding

offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in your price that the State may be required to pay.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS Any prospective bidder, Offeror, vendor, or sub vendor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this Code.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Specialist within ten (10) days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with the MCSD Procurement Code; except that a matter that could have been raised pursuant to § 4210.1.1 (Protest of Solicitation) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

#### PROHIBITED COMMUNICATIONS AND DONATIONS

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with any Marion County School District employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with any District employees, its agents or officials. All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) Unless otherwise approved in writing by the Procurement Specialist, You agree not to give anything to any District employee, agent or official prior to award.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

**SUBMITTING CONFIDENTIAL INFORMATION** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked “TRADE SECRET” or “CONFIDENTIAL” or “PROTECTED”, (2) agrees that any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAXPAYER IDENTIFICATION NUMBER**

(a) If Offeror is owned or controlled by a Common Parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions:

1) “Common Parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

2) “Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether

- 1) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- 2) Offeror is an agency or instrumentality of a state or local government;

- 3) Offeror is an agency or instrumentality of a foreign government; or
- 4) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER AFTER BID OPENING** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. Correction or withdrawal of bids are only allowed pursuant to the express terms of the MCSD Procurement Code as determined by MCSD.

**NOTICES** All contact should be directed to Laurie Lane, Procurement Specialist. No company should contact District staff directly. All questions should be submitted to Thurmond Porter prior to the deadline for receipt of questions via Email to Thurmond Porter- [Tporter@bstonegroup.com](mailto:Tporter@bstonegroup.com). Answers to any questions submitted will be sent to all companies via solicitation amendment. **SUBMITTALS FOR SUBSTITUTIONS DUE OCTOBER 10, 2024 at 2:00 PM.**

## B. Special Instructions

**BID BOND** Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to Marion County School District.

## Conference – Pre-Bid

Pre-Bid/Proposal Conference Date and Time:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**A MANDATORY Pre-Bid Conference will be held on October 1, 2024 @ 10:00 AM at Marion High School- 1205 South Main St. Marion SC 29571. The Pre-Bid Conference is intended to answer any questions relating to instructions to the bidder, project scope of work, etc. All prospective Offerors are strongly urged to attend this conference.**

## 1. Schedule and Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. A milestone schedule is included in the documents. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation, as necessary.

Issue of Bid Documents	Sep. 23, 2024
Pre-Bid Conference	Oct. 1, 2024
Deadline for Receipt of Questions	Oct.8, 2024
Public Opening of Bid	Oct. 15, 2024
Posting of Intent to Award	Oct. 16, 2024
Notice To Proceed (NTP)	Oct. 25, 2024
Contract Start	Oct. 28, 2024
Substantial Completion (90 Calendar Days from NTP)	January 24, 2024
Final Completion (30 Days after Substantial Completion)	February 27, 2024

2. MCSD Board of Trustees approval required: any award is subject to prior approval by the MCSD Board of Trustees.
3. The successful bidder will be required to furnish Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the Contract Amount.
4. Discussion with bidders: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

**CLARIFICATION:** Pursuant to Section 11-32-15220(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

#### **PROTEST**

Any protest must be addressed to the Director Contracts and Procurement Services, and submitted in writing (a) by email to Jason Jordan, **Director of Facilities Operations**, [jjordan@marion.k12.sc.us](mailto:jjordan@marion.k12.sc.us), (b) by facsimile at 843-423-2107, or (c) by post or delivery to, 719 North Main Street, Marion, SC 29571.

### **III. Scope of Work / Specifications**

The Owner has retained the services of a Program Manager to represent the Owner's interest during the construction of the work.

Scope of work for the **MARION HIGH SCHOOL TRACK RESURFACING**: Work includes but is not limited to, resurfacing of the existing 8-lane track oval, long/triple jump runway, pole vault runway, high jump area, and renovating the shotput and discus throws. There will be removal of existing latex surface, asphalt pavement crack repair, Basemat structural spray synthetic track surfacing, and alternates for asphalt paving, in-ground track equipment, and concrete paving.

**SPECIFICATIONS:** Construction Plans and Technical Specifications are attached.

#### **INSTALLATION:**

**The first day the contractor will have access to the site will be October 28, 2024, and Substantial Completion of the Work by January 24, 2024. The Contractor shall commence work under this Contract within 14 days of the date of Notice to Proceed and achieve Substantial Completion for the project 90 calendar days from date of "Notice to Proceed". Any change from this schedule must have written approval of the Owner.**

**NOTE: A Certificate of Insurance must be submitted to Procurement upon award. The Notice to Proceed and Purchase Order will not be issued until the Certificate of Insurance is on file in the Procurement Office.**

#### **PERMITS AND LICENSES:**

The Contractor shall obtain and pay for applicable licenses and fees.

Contractor must have valid South Carolina Contractors License.

The contractor or sub-contractor performing this work must have all required licenses, both State of South Carolina and Federal, prior to start of work.

### **LIENS AND ENCUMBRANCES:**

The Contractor shall satisfy immediately any lien or encumbrance, which because of any act or default of the Contractor, is filed against the District.

### **NON ARBITRATION:**

Disputes pertaining to this contract are not eligible for solution through arbitration procedures.

### **QUALITY ASSURANCE:**

#### Protection of District Property:

The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall repair or cause to be repaired damage to District property.

#### Products and Materials:

The Contractor shall use materials and products in the work which are new and of top quality. The Contractor shall assume full responsibility for protection, storage, safety and damage to stored and installed materials until Substantial Completion.

#### Qualifications of Work Persons:

The Contractor shall use skilled work persons who are thoroughly trained and experienced in the necessary crafts and trades.

#### Workmanship:

The Contractor shall cause the parts to be securely anchored, bonded, joined and secured together, the installation to be done in a workman-like manner in accordance with the best recognized practices, and the working parts to be adjusted and left in perfect working order.

#### Corrections in the Work:

The Contractor shall replace work rejected by the District as defective or as non-conforming within 10 days from written notice of rejection at no cost to the District.

### **PROJECT COORDINATION:**

The Contractor shall verify field measurements before ordering materials and prefabricated items. The Contractor shall coordinate the work of all trades and schedule the timing so as not to cause delays to any phase of construction. The Contractor shall plan the work to minimize the disruption of District operations. The Contractor shall cooperate with reasonable scheduling requirements of the District. School may be in session during the construction, and the contractor shall coordinate with the District to avoid disruption of the school activities.

### **SAFETY:**

The Contractor shall provide safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Marion County School District at no additional cost.

### **CLEANING:**

The Contractor shall clean up job site as frequently as necessary, but no less than, on a daily basis. Upon Substantial Completion, the Contractor shall clean the job site of all debris, miscellaneous construction materials, trash and unused materials. The Contractor shall remove and legally dispose of all debris.



## **CONSTRUCTION FACILITIES AND TEMPORARY CONTROL:**

### Utilities:

Contractor's use of Owner's utilities shall be paid for by the contractor.

### Sanitary Facilities:

Provide and maintain, in sanitary condition, enclosed weather tight chemical toilets for use of construction personnel. Installation shall be in accord with applicable codes and of authorities having jurisdiction. Upon completion of the work, toilets and appurtenance shall be removed, leaving premises in satisfactory condition as approved by the owner.

NOTE: Under no circumstances will workmen be allowed to use any student or staff toilet facility within the facility.

### Barricades and Fencing:

Provide and maintain safety barricades, fences, temporary walks, bracing and shoring and signals in compliance with local requirements, police regulations and as necessary to separate non-project persons from construction areas.

## **WARRANTY:**

All products and services shall carry, after proper completion, and under normal use, a one (1) year warranty against all defects in materials and workmanship unless noted otherwise in the individual Specifications.

## **TERMINATION OF AGREEMENT**

The District may terminate this agreement in whole or in part at any time, upon written notification to the successful bidder, for any reason at District's convenience. The District may terminate this agreement in whole or in part at any time upon written notification to successful bidder for any default involving:

- (A) Failure to develop or deliver products and/or render the services within the schedule requirements of the District or the District's Designee.
- (B) Successful bidder's failure to make progress reasonably satisfactory to the District, in the performance of its obligations under this Agreement. With respect to any such default, District's right to terminate shall be conditioned upon successful bidder's failure within ten (10) days after District's notification to provide a remedy satisfactory to District to cure failure of non-compliance.
- (C) In the event successful bidder becomes the subject of any proceedings under State or Federal Law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes assignments for the benefit of creditors.

## **IV. Information for Offerors to Submit**

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

Bids are to be submitted on the Bid Form provided *accompanied by the Attachments contained herein and described below pursuant to the terms of this solicitation*; enclosed in a sealed, opaque envelope bearing the name and address of the bidder, MCSD Identification Number of contract being bid and name of project. All Bids must comply with the laws of the State of South Carolina. Indicate your company name on each page of the Bid Form.

**Complete and Submit attachments B, C, D, E, F and G with the bid. Complete and submit attachments E and G as applicable. Offeror must list subcontractors identified in the table appearing on Attachment B. Instructions for subcontractor listings appear on that page. Failure to properly comply with subcontractor listing requirements may render the Offeror nonresponsive and/or nonresponsible. The SWMBE information required in attachments C, D, and F will be required to be submitted by 2:00 p.m. the following day of Bid Opening along with the bid verification.**

## **V. Qualifications**

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are properly licensed and regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract.

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, MCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of MCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

Before a submittal is considered for award, the bidder may be requested by the Procurement Official to submit completed form SE-350 as to his/her previous experience in performing similar or comparable work and of his/her business and technical organization and financial resources.

## **VI. Award Criteria**

The District intends to award a contract to the contractor whose offer, conforming to the solicitation, is the most advantageous on the basis for all products, services and requirements contained herein.

In all cases, the District will be the sole judge as to whether a vendor's bid has or has not satisfactorily met the requirement of this bid.

Award will be made to the lowest responsive, responsible bidder who submits a responsive bid which is most advantageous to the Marion County School District.

## **VII. Terms and Conditions**

### **A. General**

Marion County School District reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment,

(ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19- 445.2180, which does not restrict transfers by operation of law.

**BANKRUPTCY** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW** The agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**ORDER OF PRECEDENCE** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

**DISCOUNT FOR PROMPT PAYMENT:**

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal Holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES** (a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the Marion County School District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Marion County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FIXED PRICING REQUIRED** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION** Any term or condition is void to the extent it requires MCSD to indemnify anyone.

**NOTICE** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Specialist's address on the cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT** MCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this Contract, including the purchase order, payment shall not be made on partial deliveries accepted by MCSD.

Unless the purchase order specified another method of payment, payment will be made by check. Payment and interest shall be made in accordance with S.C. code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY RELEASES** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**PURCHASE ORDER** A purchase order may be enclosed with or issued pursuant to this contract and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

**SURVIVAL OF OBLIGATIONS** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES** (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

This is not a tax exempt project.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**WAIVER** MCSD does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Specialist has actual authority to waive any of MCSD’s rights under this Contract. Any waiver must be in writing.

**B. Special**

**PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 719 NORTH MAIN ST. MARION, SOUTH CAROLINA 29571.

**COMPLIANCE WITH STATUTES**: During the term of the contract, it shall be the Contractor’s responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**INSURANCE** The Contractor (or Subcontractor, or anyone directly or indirectly employed by any of them) will provide and maintain, as a minimum or greater, if required by law, the following types and amounts of insurance:

- 1. Commercial General Liability: Contractor must provide Commercial General Liability insurance using the 1993 ISO Occurrence For (CG 00 01 10/93) or an equivalent form. The Commercial General Liability insurance must include coverage for premises-operations, independent contractors, products-completed operations, personal injury and contractual liability. The contractual liability must include the tort liability of another assumed in a business contract. The Contractor or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage. This insurance shall be maintained throughout the duration of the project and for a minimum of one year after final payment as provided for in Article 9.10. Limits shall be as follows:

Each Occurrence Limit	
Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000

- 2. The General Aggregate Limit is to be written on a “per project” basis using contractor’s per project endorsement Amendment-Aggregate Limits of Insurance (CG2503). The Project/Completed Operations Aggregate Limit must be at least \$2,000,000 or written confirmation provided that the Commercial Umbrella coverage includes liability coverage for damage to the insured’s completed work equivalent to that provided under the CG 00 01 10/93 coverage form.
- 3. The Owner is to be named as an additional insured in the Contractor’s policy with respect to this project using the ISO Additional Insured-Owners, Contractors endorsement (CG 20 10) or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Owner by mailing a copy of the endorsement or Certificate of Insurance.

4. Insurance for all owned, non-owned and hired vehicles on ISO form CA 00 01 12/4. This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Owner may have or elect to carry with respect to this Project.
5. Comprehensive Automobile Liability Insurance: Contractor must provide and maintain business auto liability 90 or equivalent coverage form with the following limits:

Combined Single Limit	\$1,000,000 per accident (or equivalent "split limits" satisfying Umbrella Excess Liability requirements.)
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If necessary, the policy shall be indorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of the ISO CA 00 01 form.

6. Workers Compensation: Contractor shall provide and maintain workers compensation and employers liability insurance providing coverage in South Carolina. Limits and coverage shall be as follows;

Workers Compensation Insurance	SC statutory benefits
Employers Liability Insurance	\$500,000 each accident
	\$1,000,000 policy limit
	\$500,000 each employee

If the project involves work which may be subject to the US Longshore and Harborworkers Act (USL&HW), or which may involve watercraft, Contractor will attach the respective endorsements to provide this coverage. USL&HW (WC 00 01 06 A) and maritime Coverage (WC 00 02 01 A).

7. Umbrella Excess Liability: Contractor shall provide umbrella excess liability insurance on an "occurrence" basis providing "following form" coverage for the underlying coverages outlined above with the following limits:

Excess Liability (Umbrella Form)	
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

8. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Marion County School District will be named as an additional insured on all policies.

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

NON-APPROPRIATIONS Any purchase order entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE In the event that this purchase order is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

**ILLEGAL IMMIGRATION** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

#### INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Marion County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a

Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnities if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PERFORMANCE BOND REQUIRED (JAN 2006): Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond. [07-7B155-1]

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Marion County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Section 4210 of MCSD Procurement Codes. (2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 1830.

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.



RECORDS RETENTION AND RIGHT TO AUDIT Marion County School District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

FORCE MAJEURE The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

SOUTH CAROLINA GOVERNING LAW CLAUSE The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Purchase orders and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Marion County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SWMBE PARTICIPATION Marion County School District encourages SWMBE businesses to participate in the Bid process. It is the intent of the Marion County School District to provide equal opportunity to small, minority, and woman-owned businesses in every aspect of procurement. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Marion County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal.

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

LIQUIDATED DAMAGES If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, daily amounts of **\$750.00** commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. If the Contractor fails to obtain Final Completion with 100% of the punchlist completed within thirty days from the date of Substantial Completion, the Owner shall be entitled to retain or recover from the Contractor as liquidated damages the amount of **\$1,000.00** per calendar day from the thirty-first day following the date of Substantial Completion until completion of the punchlist and until a Final Completion Certificate is obtained, regardless of how the punchlist is completed.

STORAGE OF MATERIALS Absent approval of MCSD, Contractor shall not store items on the premises of MCSD prior to the time set for installation.

#### MINORITY BUSINESS ENTERPRISE (MBE) PLAN

##### Statement of Policy

It is the policy of the Marion County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of MCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Marion County School District will comply with this MCSD policy.

##### MBE Designated Procurement Plan

The regulations and procedures for implementation of this program are outlined in the procurement code approved by the Board of Trustees. The Marion County School District will establish goals that include expending, with Minority Business Enterprises certified by the Office of Small and Minority Business Assistance and non-certified Minority business Enterprises, an amount equal to ten percent (10%) of the District’s controllable dollars expended (with the exclusion of salary, benefits, professional services, utilities and travel) for the procurement of supplies, services, Information Technology and construction. Bidders are requested to provide good faith effort in helping the District meet this goal.

##### MBE Subcontractor Participation

Marion County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify MBE utilization expenditures to certified MBE subcontractors that perform a commercially useful function in the work of the contract. An MBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE has the skill and expertise and carries out its responsibility by actually performing, managing and supervising the work involved.

#### MBE Utilization Commitment Report

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed MBE Utilization Commitment Report (Attachment D) with the proposal submission which lists the names, addresses and contact persons of the MBE and minority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with MCSD. If the information contained in the Contractors Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

All employees involved in the execution of this contract must be of legal status and be in adherence to all Federal and South Carolina State Laws.

**VIII Bid Form /Cost Proposal**

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Bid/Proposal #: \_\_\_\_\_

**MARION HIGH SCHOOL TRACK RESURFACING**

**A. ALLOWANCES**

- |                                  |                     |
|----------------------------------|---------------------|
| 1. General Contingency Allowance | \$ 25,000.00        |
| <b>TOTAL OF ALLOWANCES</b>       | <b>\$ 25,000.00</b> |

**B. BASE BID**

- |   |                     |
|---|---------------------|
| 1. Total Base Bid <u>without</u> Allowances | \$ _____            |
| 2. Total of Allowances                      | \$ <u>25,000.00</u> |
| 3. Total of Base Bid <u>with</u> Allowances | \$ _____            |

**C. ALTERNATES**

- |                                   |          |
|-----------------------------------|----------|
| 1. Track Milling and Overlay      | \$ _____ |
| 2. Long Jump & Triple Jump Runway | \$ _____ |
| 3. Disc Throw Area                | \$ _____ |
| 4. Shot Put Area                  | \$ _____ |
| 5. High Jump & Pole Vault Area    | \$ _____ |

GC License # \_\_\_\_\_

COMPANY NAME

ADDRESS

COMPANY  
REPRESENTATIVE  
Authorized to Sign

BY:

TITLE:

TELEPHONE:

ADDENDA RECEIPT (if applicable)	( )	Addendum #1	Date
	( )	Addendum #2	Date
	( )	Addendum #3	Date

The undersigned, as bidder, proposes and agrees, if this bid is accepted, to contract with Marion County School District, in the form of contract specified, to pay all required fees and permits, and to furnish any necessary materials, tools, equipment, apparatus, transportation, and labor to complete the projects, and has bid in full and complete accordance with the shown, noted, described and reasonably intended requirements of the contract documents.

1. The bidder further declares that he/she has examined the site of work and has become thoroughly familiar with all conditions pertaining to the work to be performed. The bidder also has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he/she has been satisfied relative to the work to be performed.
2. The bidder agrees that this Bid Proposal is valid from bid date and for a minimum of 60 days hence.
3. The bidder finally agrees that this IFB supersedes any and all previous agreements, both written and oral, and that the terms and conditions of this Agreement shall exclusively govern the agreement between the parties.
4. MARION COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT A CONTRACTOR'S BID IF THE CONTRACTOR IS CURRENTLY PERFORMING WORK FOR THE DISTRICT AND HIS CURRENT PROJECT IS BEHIND SCHEDULE.
5. Time is of the essence. By submitting a bid and signing this bid form, Contractor acknowledges that the time for completion of this project is reasonable and that it can complete this project in the time allotted. Further, Contractor acknowledges that it has notice of the liquidated damages provisions contained within Article 3.6 of the AIA A132 Standard Form of Agreement Between Owner and Contractor, Program Manager as Adviser Edition, as amended.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized Rep. – Typed or Printed

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Date

**ATTACHMENT LISTING**

- A. Offeror's Checklist**
- B. Minority Participation Affidavit**
- C. MBE Utilization Commitment Form**
- D. Statement of Intent to Perform Work without Subcontracting**
- E. Certificate of Minority Business Enterprise Unavailability**
- F. Marion County School District No Bid Form**

Firm Name: \_\_\_\_\_

Attachment A

**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

Web site:

Review this checklist prior to submitting your proposal  
If you fail to follow this checklist, you risk having your proposal rejected.

- ☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ☐ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- ☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- ☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ☐ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED INCLUDING A BID SUBMITTAL AS REQUIRED BY PARAGRAPH VIII OF THE INVITATION FOR BIDS!
- ☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

---

**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes  
Responsiveness will be evaluated against the solicitation **not** against this checklist.  
You do not need to return this checklist with your response.

---

**Firm Name:** \_\_\_\_\_

**Attachment B**

**Minority Participation Affidavit**

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity?  
(Yes) \_\_\_\_\_(No) \_\_\_\_\_
- If so, please list the certifying governmental entity: \_\_\_\_\_  
\_\_\_\_\_
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes)\_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) \_\_\_\_\_(No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_%

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

- |       |   |
|-------|---|
| _____ | Traditional minority                            |
| _____ | Traditional minority, but female                |
| _____ | Women (Caucasian females)                       |
| _____ | Hispanic minorities                             |
| _____ | Temporary certification                         |
| _____ | Other minorities (Native American, Asian, etc.) |

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*



Firm Name: \_\_\_\_\_

**Attachment C**

**MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION COMMITMENT**

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Bid/Proposal #: \_\_\_\_\_

Signature: \_\_\_\_\_

The bidder/proposer will utilize the following MBE firms:

Name/address/city/telephone/ of MBE Firm	Type of MBE *	Trade/service category	Dollar Value
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Name:			
Address:			
City & State:			
Telephone:			
Total			\$

This MBE total is \_\_\_\_\_% of total anticipated work  
\_\_\_\_\_ % with ethnic minority firms  
\_\_\_\_\_ % with women-owned firms

MBE – Minority Business Enterprise, a business concern that is at least fifty-one percent owned and daily managed by one or more of the following citizens of the United States: B-Black/African Americans, H-Hispanic Americans, N-Native Americans (includes American Indians, Eskimos, Aleuts and Native Hawaiians), AP-Asian Pacific Americans, A-Asians, W-Woman citizen of the United States, regardless of race or origin.  
Code by type of MBE: B, H, N, AP, A, W.

NOTE: A business that presents itself as a minority business may participate in the project but may not be counted toward the MBE goal until it is a certified minority business enterprise. Certification must be obtained prior to the completion of the project. The Program Manager accepts firms that have MBE certification from the South Carolina Governor's Office of Small and Minority Business Assistance, a Minority Supplier Development Council, a SDB certification from the U.S. Small Business Administration or others as approved.

The responding firm agrees to furnish additional information as required by Program Manager.

## Attachment D

### STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Bid/Proposal #: \_\_\_\_\_

Signature: \_\_\_\_\_

It is the intent of the above named firm to self-perform 100% of the work as outlined in this bid/proposal.

The bidder/proposer states the following:

1. That it is a normal business practice of the bidder to perform **all elements** of this type contract with its own employees.
2. That if it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will notify program manager and provide documented good-faith efforts to comply with all requirements of the MBE program in providing equal opportunities to MBE firms.
3. Bidder/proposer will provide equal opportunity for MBEs to participate in significant material-supplier opportunities available under this scope of work and will document good faith efforts as required by program manager.

**Attachment E**

**CERTIFICATE OF MINORITY BUSINESS ENTERPRISE UNAVAILABILITY**

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Bid/Proposal #: \_\_\_\_\_

Signature: \_\_\_\_\_

Trade/Service Category	Business Name	Address/Phone	Contact Person	Reason MBE Firm Not Participating	Date of Contact

Bidder/proposer in accordance with the bid/proposal documents, states that the above MBE firm(s): a) are capable subcontractor(s) and (b) were contacted in good faith and (c) that the MBE firm(s) are not participating in this bid/proposal as indicated above. Form may be copied and supplemental information attached.

A finding that any of the information submitted is false will constitute grounds for recommending that the bid/proposal not responsive

**MARION COUNTY SCHOOL DISTRICT  
NO BID REPLY FORM**

**BID TITLE:**  
**MARION HIGH SCHOOL TRACK RESURFACING**

**IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.**

☐ 1. We do not wish to participate in the bid process.

☐ 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

\_\_\_\_\_  
\_\_\_\_\_

☐ 3. We do not feel we can be competitive.

☐ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 5. We do not wish to sell to Marion County School District. Our objections are.....

\_\_\_\_\_  
\_\_\_\_\_

☐ 6. We do not sell the items/service on which bids are requested.

☐ 7. Other \_\_\_\_\_  
\_\_\_\_\_

☐ 8. We wish to remain on the bidders' list.

☐ 9. We wish to be deleted from the bidders' list.

☐ 10. Remove us from this item(s)/service only.

**COMPANY NAME** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS - SECTION 002113**

**1. EXPLANATION TO OFFERORS**

Any explanations desired by offerors regarding the meaning or interpretation of this solicitation or the drawings and specifications should be requested in written form from the Program Manager and/or the Architect/Engineer with sufficient time allowed for a reply to reach them at least ten (10) days before the submission of their Proposal. Oral explanations or instruction given before the award of the Contract will not be binding. Any interpretations made will be in the form of an addendum to the Specifications or Drawings and will be furnished to all offerors who must acknowledge receipt of all addenda in writing in their Proposal.

**2. APPROVAL OF MATERIALS, EQUIPMENT AND SUBSTITUTIONS PRIOR TO RECEIPT OF PROPOSALS**

**A. Substitutions:**

The Contract shall be based on the standards of quality established in the Contract Documents. Products specified by reference to standard specifications such as ASTM and similar standards do not require further approval except for interface within the Work. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Architect. All approved substitutions shall be listed in the format required by the RFP.

**B. "Or equal":**

Where the phrase "or equal," or "equal as approved by the Architect", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this Work by the Architect. The decision of the Architect shall be final.

**C. Approval of Substitutions and "Or equal" Materials:**

In cases where an offeror is in doubt concerning the acceptability of a material that he desires to use as a basis for his proposal, the offeror may request the Architect/Engineer's approval to use such material in lieu of that particularly mentioned as a basis of his proposal. Requests from material dealers and subcontractors must be made through an offeror. Such requests shall be submitted in writing to the Program Manager, in duplicate, so that this request may be forwarded to the Architect/Engineer for approval. The Architect/Engineer's approval to use the materials as a basis of proposals will, if granted, be in writing and a copy will be forwarded to all other offerors. Approval to use a material as a basis of proposals shall not constitute final approval. Such approval granted prior to receipt of proposals shall be subject to reconsideration after the proposals are received and before the award of the Contract. Final approval of all materials proposed in lieu of those particularly mentioned will be submitted through the apparent low Contractor as provided in Division 1, General Conditions, of the Contract Specifications. In view of the relatively short time available for consideration of requests and advising all parties concerned prior to receipt of proposals, offerors should limit such requests to those they consider particularly important and should submit such requests as far in advance of the receipt of proposals as practical and no less than ten (10) days prior to that date.

3. ADDENDA

Changes or corrections may be made in the General Drawings and Specifications after they have been issued and receipt of proposals. In such cases, a written addendum describing the change or corrections will be issued by the Program Manager to all offerors. Such Addendum or Addenda will take precedence over the portion of the General Drawings and Specifications concerned and will be considered a part of the Contract Documents. Except in unusual cases, an addendum will be issued to reach the offeror at least four (4) days prior to the date for receipt of proposals.

4. EXAMINATION OF DRAWINGS AND SPECIFICATIONS

Each offeror shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. If any offeror is in doubt as to the true meaning of any part of the Drawings, Specifications or other documents, or if any part of the error, discrepancy, conflict or omission is noted, the offeror should immediately contact the Program Manager and request clarification. The Program Manager will clarify discrepancy, conflict or omission and will notify all offerors by Addendum in cases where the extent of the Work or the cost thereof will be appreciably affected. No allowance will be made after the proposals are received for oversight by an offeror.

5. EXAMINATION OF OTHER CONDITIONS AFFECTING THE WORK

Each offeror shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, ordinances, rules and regulations that will affect the work prior to submitting a proposal. He shall visit the site, examine the grounds and all existing buildings, utilities and roads and shall ascertain by any reasonable means all conditions that will in any manner affect his work. He shall ask the Program Manager for any additional information that he deems necessary for him to be fully informed as to exactly what is to be expected prior to submitting a proposal. The drawings have been prepared on the basis of surveys and inspections of the site and physical conditions at the site. This, however, shall not relieve the offeror of the necessity for fully informing himself as to the existing physical conditions. Each offeror shall carefully examine the existing conditions as compared to the Contract Documents. Any discrepancies noted between same shall be noted in writing to the Program Manager a minimum of ten (10) days prior to the established bid date for inclusion in a written Addendum. Verbal or telephone changes will not be considered binding.

6. DRAWINGS AND SPECIFICATIONS

All copies of Drawings, Specifications and other documents furnished to offerors, sub-offerors and material suppliers shall be returned to the Program Manager within ten (10) days following the receipt of proposals.

7. PREPARATION AND SUBMISSION OF A PROPOSAL

Proposals to be considered must be made on the form provided in the Project Manual. All conditions set forth in any "Proposal Form" provided and the "Invitation to Offerors" must be complied with. If required, figures shall be entered on the proposal form in writing. All blank spaces shall be filled in properly or indicated as not applicable as necessary. No interlineations or alteration will be made on the proposal form. If erasures are necessary and appear on the forms, each such erasure must be initialed by the person signing the proposal. Proposals shall be placed in an opaque envelope, sealed, addressed and delivered in the manner and at the time stipulated in the Request for Proposal and/or Advertisement. Facsimile or telegraphic proposals and related modifications will not be considered.

**8. PROPOSAL GUARANTEE**

The offeror shall include with his proposal a certified check or bid bond for the sum of not less than five percent (5%) of the total amount of the proposal, as evidence of good faith and as a guarantee that if awarded the Contract, the offeror will execute the Contract and give bond(s) as required by the Specifications.

**9. RETURN OF BID BONDS OR CHECKS**

The bid bond or check of offerors that are not awarded the contract will be returned within 48 hours after the Owner and Contractor have executed a Contract and the executed performance bond and payment bond has been approved by the Owner, or, if no award has been made within 60 days after the opening of bids so long as he has not been notified of the acceptance of his proposal.

**10. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful offeror, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

**11. ACCEPTANCE OR REJECTION OF PROPOSALS**

The Owner reserves the right to reject any and all proposals when such rejection is in the best interest of the Owner to reject the proposal of an offeror who has previously failed to perform or to complete on time Contracts of a similar nature; and to reject the proposal of an offeror who is not, in the opinion of the Owner, Architect/Engineer and/or Program Manager, in a position to perform the Contract. The Owner reserves the right to reject any subcontractor who has previously failed to perform properly in the opinion of the Architect/Engineer, Program Manager or the Owner. The Owner also reserves the right to waive any informalities and technicalities in submission of proposals. The Owner may also accept or reject any of the alternates that may be set forth on the "Proposal Form". The Contract will be awarded (unless all proposals are rejected), under normal circumstances, to the offeror submitting the proposal deemed most advantageous to the District.

**13. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written or telegraphed requests received from offerors prior to the time fixed for their receipt. Negligence on the part of the offeror or its subcontractors in preparing the proposal confers no right for the withdrawal of the proposal after the time for receipt of proposals.

**14. CONTRACTOR'S LICENSES**

- A. Each offeror shall obtain a Contractor's License under the provisions of the Contractor's Licensing Law (1976 Code) Volume 14, Chapter 11, Section 40-11-10 through 40-11-340 as amended. Specialty Contractor's Licenses can be obtained for the various building trades and information regarding these licenses can be obtained from the South Carolina Licensing Board for Contractors. It shall be the offeror's responsibility to provide appropriate licensing to perform the work described in the contract documents.
- B. Any Owner hiring or contracting or having a Contract with any non-resident Contractor, where such contract exceeds \$10,000 or can be expected to exceed that amount, shall be required by law to withhold two percent (2%) of each and every payment made after January 1, 1959, to such non- resident individuals and partnerships, and foreign corporations as well.

- C. If a Contractor has any employees earning income in South Carolina who are legal residents of another state, he also becomes a withholding agent and must withhold South Carolina Income Taxes from the earnings of the non-resident employees on the basis of tables furnished by the South Carolina Tax Commission. If a Contractor subcontracts with other non-resident Contractors, he must withhold two percent (2%) of each and every payment made to the subcontractor if the total amount of the subcontract exceeds \$10,000 or can be expected to exceed that amount. The subcontractor may obtain the same relief as a Contractor by posting bond, per stipulations of this Act.

**15. CLEANLINESS**

A particularly high standard of cleanliness will be rigidly enforced. Contractors will be required to perform daily clean-up and failure to do so may result in the work being performed by other forces with all costs deducted from the Contract Sum.

**16. WORK BY OTHER CONTRACTORS**

By submission of this bid, offeror acknowledges that he has read and is totally familiar with the scope of the other Contractor's work.

**17. EXISTING UTILITIES**

Each Contractor shall be responsible for the protection of underground and overhead utilities in the work area which are shown on the Drawings and/or which can be detected by a visual inspection of the job site. Each Contractor is cautioned, however, that there may exist unknown underground utilities neither visible nor shown on the Drawings. Each Contractor will take all reasonable precautions necessary to detect and preserve the service which these utilities provide. Should additional work be caused to the Contractor by the presence of such unknown underground utilities, the cost borne by the Contractor as a result of same may be reimbursed by the Owner through the use of a negotiated Change Order.

**18. PROHIBITION AGAINST GRATUITIES, ETC.**

The Contractor's attention is directed to Section 8-13-420 of the South Carolina Code of Laws, 1976 as amended regarding the prohibition against gratuities and kickbacks, etc.

**19. CONSTRUCTION SCHEDULE**

The Contractor will be required to perform the work within the allocated time as outlined in the Specifications.

**20. BONDS**

A Performance Bond and Labor and Material Bond, executed on AIA Document A312-2009, will be required in the amount of one hundred percent (100%) of the Contract amount. Cost of bonds to be included with the bid.

**21. ACCESS TO PROJECT**

The Contractor will not be permitted to occupy the site of the Work or allowed on the property of the Owner until the written Notice to Proceed has been issued and all documents required prior to the commencement of the work, including but not limited to, Certificates of Insurance, have been submitted and approved by the Program Manager.



**22. MINORITY PARTICIPATION**

Marion County School District strongly encourages Minority Participation in the proposal process. All businesses that are certified by the State of South Carolina as a Certified Minority Business must submit a copy of their certificate with their proposal. Successful Offeror will be required to submit to the Program Manager, on a form provided, with each Application For Payment, a listing of all SWMBE subcontracts, whether certified or not.

**23. PROTEST CLAUSE**

Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Chief Procurement Officer within fifteen (15) days of the date of issuance of the Invitation for Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date of award or posting of the Notification of Intent to Award, whichever is earlier in accordance with the Marion County School District Procurement Code and Regulations.

END OF SECTION

**SUPPLEMENTARY INSTRUCTIONS - SECTION 002200**

**SPECIAL CONDITIONS**

**RELATED DOCUMENTS**

Attention is directed to Division 1, General Requirements, AIA Document A232-2009 Edition as modified "General Conditions" and Instructions to Bidders which are binding in their entirety on this portion of the work and in particular to paragraphs concerning materials, workmanship and SUBSTITUTIONS.

**GENERAL**

**Definition of Terms**

- A. The term "Architect/Engineer" refers

to: Brownstone Construction Group  
1330 Lady Street, Suite 500  
Columbia, SC 29201

- B. The term "Owner" refers to:

Marion County School District  
719 Main St Marion, SC 29571

- C. The term "Program Manager" refers to:

Brownstone Construction Group  
1330 Lady Street, Suite 500  
Columbia, SC 29201

- D. The term "Contractor" refers to the prime contracting firms or person who, for a lump sum, fixed or wage, perform construction on the work included in the Plans and Specifications.

**Location of Sites**

Marion High School - 1205 South Main Marion SC 29571

### **Time of Completion**

It is the intent of the Owner to award the Contract and issue a Notice of Award if the bid is acceptable and is within the funds available for the project. Based on this, the Contractor shall commence work under this Contract within 14 days of the date of Notice to Proceed and achieve Substantial Completion for the project in **90 calendar days** from date of "Notice to Proceed".

Bidder also agrees for the Owner to withhold Project liquidated damages for each consecutive calendar day thereafter the project remains incomplete in accordance with AIA Document A132 - 2019, Standard Form of Agreement Between Owner and Contractor, Program Manager as Advisor Edition, as amended and AIA Documents A232 – 2019, General Conditions of the Contract for Construction, Program Manager as Advisor Edition, as amended, and as outlined in Division 1 General Requirements, Section 017700 Closeout Procedures, Punch List and Deficiency List.

### **Proposed Phasing Plan**

Not Applicable

### **Contractor's Construction Schedule**

The Contractor shall submit to the Program Manager a Construction schedule, as required in the AIA Document A232 -2019 General Conditions, within thirty (30) calendar days of the Notice to Proceed. No Pay Applications will be processed until the Contractor has delivered an acceptable Construction Schedule as outlined in Section 013201 Project Schedule and as required in the AIA Document A232 -2019 General Conditions.

### **Pumping and Dewatering:**

Any and all pumping and dewatering as needed to perform and protect work and/or to maintain the Construction Schedule shall be performed by the Contractor.

### **Contractors Quality Control:**

The Contractor shall establish a Quality Control Program for his work in accordance with the Contract Documents, and as outlined in Section 014500 Quality Control. The Quality Control Program is to be reviewed by the Program Manager and Architect.

The Contractor is to assign the duties of quality control (QC) to a dedicated Quality Control Manager who will be on site at all times that work is in progress.

### **Contractors Safety Plan:**

The Contractor is required to submit a "Project Safety Plan" specific for this project in writing for approval from the Program Manager and Architect. The Project Safety Plan shall include provisions for severe weather. The Project Safety Plan is required to be submitted and reviewed prior to processing of the first Application for Payment.

**Contractors Supervision:**

The Contractor shall have on-site for the duration of his work and at all times that work is being performed a competent representative, capable of the following:

- A. Supervision of tradesmen and coordination of the work of subcontractors.
- B. Reading and interpreting the Contract Documents.
- C. Orderly coordination of this work with the Program Manager and Architect in the daily execution of the work.
- D. Laying out his work.

The Contractor's Superintendent shall be the sole supervisor of the Contractor's Labor Force and shall be on site whenever work is being performed. He shall attend the regularly scheduled progress meetings on-site, keep himself and his company informed of scheduled requirements, safety hazards and general job conditions. He shall plan and pursue the work under his supervision in a professional and expeditious manner, in close coordination with the requirements of the Contractor's approved Construction Schedule.

The Contractors Superintendent shall maintain a written daily log of the progress of the work. This Log shall be kept at the jobsite, and made available to the A/E, Program Manager or Owner. A copy of the Contractors Daily Log shall be delivered to the Program Manager by 11: 00 AM the following work day. These reports shall contain as a minimum: Date, Day, Low and High Temperatures, Record of Precipitation, Quantity of the Contractors and Sub-Contractors personnel on site, a general description of work activities performed, Visitors, Deliveries, Inspections and any other comments that pertain to job progress. Receipt of Daily Reports shall be a prerequisite for approval of Monthly Progress Payments by the Program Manager.

**Owner Approval of Subcontractors and Personnel**

The Contractor shall not employ any subcontractor, superintendent or workmen whose employment on the project is objectionable to the Owner, Architect/Engineer or Program Manager.

The Contractor shall submit a list of all Subcontractors within 30 days of Notice to Proceed.

**Contract Sublet, Assign and Transfer**

The Contractor shall not sublet, assign or transfer this contract without written approval of the Owner.

**Submittals**

The Contractor shall submit for review by the Architect/ Engineer, Shop Drawings, and Schedules, required by the Contract Documents, individual Specification Sections, and as outlined in Section 013300 Submittal Procedures. No Pay Applications will be processed until the Contractor has provided a "Submittal Schedule" and acceptable submittal information.

All submittals shall be transmitted to the Program Manager for forwarding to the Architect/ Engineer for review based upon the Submittal Schedule which shall be prepared in conjunction with the Construction Schedule.

Initial Submittals required are as follows:

- 1. Prior to Mobilizing On-Site.
  - a. Insurance Certificates.

2. Following Notice to Proceed.

- a. Contract executed by the Contractor
- b. Labor and Material Payment Bond (within 7 days after Contract execution by Owner and prior to mobilizing on site)
- c. Performance Bond (within 7 days after Contract execution by Owner and prior to mobilizing on site)
- d. Shop Drawing Submittal Schedule (within 7 days)
- e. Schedule of Values (within 7 days)
- f. Superintendent's and Quality Control Representative's Resume (within 7 days unless previously submitted)
- g. Detailed Construction Schedule (within 10 days)
- h. Subcontractors listing and Major Material Suppliers (within 7 days)
- i. All required Submittals (within 60 days)
- j. Quality Control Plan (within 14 days)
- k. Project Safety Plan (within 14 days)
- l. A letter accepting all project conditions prior to the start of work as required by Special Condition l. herein.

**Project Closeout, Punch List, and Deficiency List**

The Contractor shall complete all punch list and deficiency items and submit all close out documents as outlined in Division 01 General Requirements, Section 017700 Closeout Procedures, Punch List and Deficiency List.

Liquated Damages will resume if all punch list items are not completed within 30 days of Substantial Completion. Retainage will continue to be withheld, and Final Payment will not be processed until all Closeout Documents, As Built and Record Drawings, Warranties and Guarantees and other items required for closeout are transmitted to the Program Manager.

**Program Manager**

The Owner has contracted with the Program Manager to serve as his agent throughout this project. The Program Manager will provide a Site Manager to represent the Owner during the construction work.

**Cleanliness**

A particularly high standard of cleanliness will be rigidly enforced. The Contractor will be required to perform daily cleanup in accordance with paragraphs 3.15.1 and 3.15.2 of AIA Document AIA-232 – General Conditions, and as outlined in Section 014700, Cleaning.

**Special Conditions**

The following scope of work (and/or special conditions) considered a part of the bid requirements for the early site work. All terms and conditions as outlined in the project plans, specifications and addenda shall apply.

- A. Contractor shall maintain the construction entrances. This shall include (but not necessarily be limited to) grading, filling of ruts and potholes, and maintaining proper drainage. Maintenance of entry gates shall also be the contractor's responsibility. Adjacent public streets, sidewalks, curbs, and parking lots shall be swept, scraped, washed and kept clean daily (more often as necessary) throughout all site operations.
- B. Garbage and/or trash will be placed in appropriate containers and removed from the site a minimum of two (2) times per week (more often as deemed necessary by the Program Manager).

- C. Contractor to schedule his work in accordance with all noise ordinance's per the authority having jurisdiction.
- D. Contractor shall provide a letter accepting all project conditions prior to commencing work.
- E. Contractor will be responsible for submitting a Project Safety Plan taking into consideration that this is an occupied campus. Safety Plan will be reviewed by the Program Manager.

END OF SECTION

## SUBMITTAL OF SUBSTITUTIONS - SECTION 004300

### PART 1 - GENERAL

#### 1.1 Related Documents

- 1.1.1 Furnish and install products specified under options and conditions for substitutions stated in this section and referred to in the General Conditions.

#### 1.2 Products Lists

- 1.2.1 Within the bidding period for non-specified manufacturers of items specified by reference standards, submit to Architect/Engineer five (5) copies of complete list of major products which are proposed for installation.
- 1.2.2 Tabulate products by specifications' section number and title.
- 1.2.3 For products only by reference standards, list for each product:
  - A. Name and address of manufacturer
  - B. Trade name
  - C. Model or catalog designation
  - D. Manufacturer's data:
    - 1) Reference standards
    - 2) Performance test data

#### 1.3 Contractor's Options

- 1.3.1 For products specified only by reference standard, select product meeting that standard by any manufacturer.
- 1.3.2 For products specified by naming several products or manufacturers, select any one of the products and manufacturers named which complies with the specifications.
- 1.3.3 For products specified by naming several products or manufacturers and stating "or equivalent", "or equal," or "or approved equal" submit a request as for substitutions, for any product or manufacturer which is not specifically named.

#### 1.4 Substitutions

- 1.4.1 Contractor's Base Bid shall be in strict accordance with the drawings and project manual. Contractor has the option of requesting substitutions during the bidding period by submitting completed substitution requests a minimum of ten (10) days prior to Bid Date.
  - A. After end of that period, requests will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.

1.4.2 Submit separate requests for each substitution. Support each request with the following:

- A. Complete data substantiating compliance of proposed substitution with requirements stated in contract documents:
  - 1) Product identification, including the manufacturer's name and address.
  - 2) Manufacturer's literature; identify:
    - a. Product description
    - b. Reference standards
    - c. Performance and test data
  - 3) Samples, as applicable.
  - 4) Name and address of similar projects on which product has been used, and date of each installation.
- B. Itemized comparison of the proposed substitution with product specified; list significant variations.
- C. Data relating to changes in construction schedule.
- D. Any effect of substitution on separate contracts.
- E. List of changes required in other work or products.
- F. Designation of required license fees or royalties.
- G. Designation of availability of maintenance services, sources of replacement materials.
- H. Details regarding any difference in cost.

1.4.3 Substitutions will not be considered for acceptance when:

- A. They are indicated or implied on shop drawings or product data submittals without formal request from Contractor.
- B. Acceptance will require substantial revision of contract documents.
- C. In the judgment of Architect/Engineer, do not include adequate information necessary for a complete evaluation.
- D. If requested after contract award directly by a trade Contractor, sub-contractor or supplier.

1.4.4 Substitute products shall not be ordered or installed without written acceptance of Architect/Engineer.

1.4.5 Architect/Engineer will determine acceptability of proposed substitutions.



## **1.5 Contractor's Representation**

- 1.5.1 In making formal request for substitution, Contractor represents the following:
- A. He has investigated the proposed product and has determined that it is equivalent to or superior in all respects to that specified.
  - B. He will provide same warranties or bonds for substitution as for product specified.
  - C. He will coordinate installation of accepted substitution into the work, and make such changes as may be required for the work to be complete in all respects.
  - D. He waives claims for additional costs caused by substitution which may subsequently become apparent.

## **1.6 Architect/Engineer Duties**

- 1.6.1 Review Contractor's request for substitutions with reasonable promptness.
- 1.6.2 Notification to Contractor shall be in accordance with General Conditions.

## **1.7 Substitution Request Form**

- 1.7.1 The Substitution Request Form follows this Section.

END OF SECTION

**SUBSTITUTION REQUEST FORM**

TO:

PROJECT:

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Drawing</u>	<u>Spec. Sect. No.</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution:

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in blanks below:

A. Does the substitution affect dimensions shown on the Drawings?

Yes\_\_\_\_No \_\_\_\_\_

If yes, clearly indicate the changes:

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes\_\_\_\_No \_\_\_\_\_

C. What effect does substitution have on other Contracts or other Trades?

D. What effect does substitution have on construction schedule?

E. Manufacturer's warranties of the proposed and specified items are:  
Same\_\_\_\_\_ Different\_\_\_\_\_(Explain on attachment.)

F. Reason for request:

G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

H. Accurate cost data comparing proposed substitution with product specified:

I. Designation of maintenance services and sources:

(Attach additional sheets if required.)

SUBMITTAL OF SUBSTITUTIONS

004300-4

**MARION COUNTY SCHOOL DISTRICT MARION  
AREA SCHOOLS RE-SURFACING PACKAGE  
VARIOUS SCHOOLS  
SUBMITTAL OF SUBSTITUTIONS - SECTION 004300**

**CERTIFICATE OF EQUAL  
PERFORMANCE AND ASSUMPTION OF  
LIABILITY FOR EQUAL  
PERFORMANCE**

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature

Title

Firm

Address

Telephone

Signature shall be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in rejection of proposed substitution.

For Use By Architect:

\_\_\_\_Accepted    \_\_\_\_Accepted as Noted

\_\_\_\_Not Accepted

\_\_\_\_Received Too Late

By:

Date:

Remarks:

## SECTION 011000 – SUMMARY

### PART 1 – GENERAL

#### 1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of resurfacing of the existing 8-lane track and field facility at Marion High School.
  - 1. Project Location:
    - a. Marion High School, 1205 S. Main St., Marion, SC 29571
  - 2. Owner: Marion County School District
- B. Engineer Identification: The Contract Documents, dated September 12, 2024 were prepared for Project by CHA Consulting, Inc.
- C. The Work consists of resurfacing the existing 8-lane track oval, long/triple jump runway, pole vault runway, high jump area, and renovating the shot put and discus throws.
  - 1. The Work includes:
    - a. Removal of existing latex surfacing
    - b. Asphalt pavement crack repair
    - c. Asphalt paving (alternate)
    - d. Basemat structural spray synthetic track surfacing
    - e. In-ground track equipment (alternate), and
    - f. Concrete paving (alternate)

#### 1.2 CONTRACT

- A. Project will be constructed under a single general construction contract.

#### 1.3 WORK SEQUENCE

- A. The Work shall be conducted in a single phase.
  - 1. Work of this phase shall be substantially complete and ready for occupancy by February 1, 2025.

#### 1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project. School will be in session during portions of the construction period. Contractor shall coordinate work activities to minimize disruption to school bus routes, student dropoff in the mornings, and student pickup in the afternoons.

#### 1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric

sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## SECTION 012300 – ALTERNATES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Track Milling and Overlay
  - 1. After removal of existing surfacing, if the existing asphalt is not acceptable, mill the existing asphalt surface to restore planarity of track oval
  - 2. Apply a one inch (1”) final asphalt surface course
- B. Alternate #02: Long Jump & Triple Jump Runway
  - 1. Remove existing track surfacing, prepare, and patch asphalt surface as needed
  - 2. Replace long/triple jump sand pits (2)
  - 3. Install new specified track surface
  - 4. Restripe to current high school requirements
- C. Alternate #03: Disc Throw Area
  - 1. New discus pad, throw circle, and cage
- D. Alternate #04: Shot Put Area
  - 1. New shot put pad, throw circle, and toe board
- E. Alternate #05: High Jump and Pole Vault Area
  - 1. Remove existing track surfacing, prepare, and patch asphalt surface as needed
  - 2. Install new specified track surface
  - 3. Install new pole vault box
  - 4. Restripe runway to current high school requirements Repeat above as often as necessary to include all alternates for Project.

END OF SECTION

## SECTION 013000 – PROJECT MANAGEMENT AND COORDINATION

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination.
  - 2. Submittals.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.
  - 5. General installation provisions.
  - 6. Cleaning and protection.

#### 1.2 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of these Specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, cooperate with scheduled construction activities in the sequence required to obtain the best results.
  - 2. Coordinate construction activities with public and private utilities.
    - a. Notify One Call a minimum of 72 hours prior to excavation.
    - b. Notify the Owner and Engineer of any utility locations encountered which conflict with the Work. Coordinate with the Owner and Utility Company in the protection, removal, relocation or replacement of conflicting utility locations.
  - 3. Preparation of Contractor's Construction Schedule.
  - 4. Preparation of the Schedule of Values.
  - 5. Progress meetings.
  - 6. Project closeout activities.

#### 1.3 SUBMITTALS

- A. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

#### 1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.



1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference and organizational meeting at the Project site or other convenient site prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, the Engineer, Engineer and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers and other concerned parties shall each be represented at the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for processing Applications for Payment.
    - f. Distribution of the Contract Documents.
    - g. Submittal procedures.
    - h. Preparation of Record Documents.
    - i. Use of the premises.
    - j. Responsibility for temporary facilities and controls.
    - k. Parking availability.
    - l. Office, work, and storage areas.
    - m. Equipment deliveries and priorities.
    - n. Safety procedures.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
    - s. Housekeeping.
    - t. Subcontractors.
    - u. Preliminary Schedule of Shop Drawings and Samples.
    - v. Insurance in Force.
    - w. Contractor's Schedule of Values.
- C. Progress Meetings: Conduct progress meetings at the Project Site at regularly scheduled intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of the Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Time.
    - 3) Sequence of operations.
    - 4) Status of submittals.
    - 5) Deliveries.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Change Orders.
    - 14) Documentation of information for payment requests.
3. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

## PART 2 – PRODUCTS (Not Applicable)

## PART 3 – EXECUTION

### 3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Recheck measurements and dimensions, before starting each installation.
- E. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

### 3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.
  - 10. Light.
  - 11. Radiation.
  - 12. Puncture.
  - 13. Abrasion.
  - 14. Heavy traffic.
  - 15. Soiling, staining and corrosion.
  - 16. Bacteria.
  - 17. Rodent and insect infestation.
  - 18. Combustion.
  - 19. Electrical current.
  - 20. High speed operation.
  - 21. Improper lubrication.
  - 22. Unusual wear or other misuse.
  - 23. Contact between incompatible materials.
  - 24. Destructive testing.
  - 25. Misalignment.

26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION

## SECTION 013300 – SUBMITTAL PROCEDURES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
  - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD Release 2017.
    - c. Contractor shall execute data licensing agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time

will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow **10** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow **10** days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LCMS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LCMS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.

- E. Options: Identify options requiring selection by Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## PART 2 – PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Informational Submittals: Submit 2 paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.



- d. Number and title of applicable Specification Section.
  - e. Specification paragraph number and generic name of each item.
- 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit 2 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit 3 sets of Samples. Engineer will retain 2 Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least 3 sets of paired units that show approximate limits of variations.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- L. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

## 2.2 CONTRACTOR'S PROJECT HEALTH & SAFETY PLAN

- A. No later than the Pre-construction meeting, the Contractor shall submit to the Engineer a written Project Health & Safety Plan, which states the Contractor's company policy relative to safety. The plan must also address specific health and safety concerns, which are expected to be encountered on the project. As a minimum this plan shall include:
  - 1. Listing of project and company safety officers.
  - 2. Specific company safety policies.
  - 3. Employee Safety Training Program.
  - 4. Administrative procedures to handle employee health & safety concerns.
  - 5. Procedures for insuring worker compliance with health and safety requirements.
- B. The Contractor shall be responsible to ensure that each Subcontractor employed on the project complies with the requirements of this section either by submitting a copy of the subcontractor's Project Health & Safety Plan or by submitting a letter from the Subcontractor stating that they will comply with the provisions of the Contractor's Project Health & Safety Plan.
- C. Submission of the required Project Health & Safety Plan by the Contractor is primarily for information or record purposes and shall not be construed to imply approval by the Engineer or to relieve the Contractor from the responsibility to adequately protect the health & safety of all workers involved in the project.

## PART 3 – EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
  - 3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit," "Rejected," or "Submit Specified Item," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary, to obtain a different action mark.
    - a. Do not permit submittals marked "Revise and Resubmit," "Rejected," or "Submit Specified Item" to be used at the Project site, or elsewhere where Work is in progress.
  - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required."
- C. Informational Submittals: Engineer will review each submittal and will not return it or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

## SECTION 017700 – CLOSEOUT PROCEDURES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Terminate and remove temporary facilities from Project site.
  - 9. Complete final cleaning requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment.
  - 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.4 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

## 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 – EXECUTION

### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to maintain track surfacing and equipment.
  - 1. Provide instructors experienced in maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner with at least 7 days advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

## SECTION 116833.43 – TRACK AND FIELD EQUIPMENT

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section covers all labor and materials required to install the following:
  - 1. In-ground track and field equipment.
  - 2. Field event materials.
    - a. Sand.
- B. The Contractor is responsible for the purchase and installation of all sports equipment. The Track & Field Synthetic Surfacing Contractor is responsible for installation of synthetic surface in, around and on top of the specified sports equipment.

#### 1.2 CODES AND STANDARDS

- A. Codes and standards follow the current guidelines set forth by the National Federation of State High School Associations (NFSHSA).

#### 1.3 SUBMITTALS

- A. The following information shall be submitted prior to installation of specified work.
  - 1. Standard printed specifications and diagrams or drawings depicting installation directions and dimensions for all in-ground sports equipment.
  - 2. Installation process and requirements for subbase (stone and asphalt) and any conditions that may limit the installation or affect quality of installation.
  - 3. Material safety data sheets on all products, as necessary.
  - 4. Contractor to supply Owner with a 1-gallon sample of field event material product(s) for visual inspection and testing.
  - 5. Shop drawings shall be prepared for the track and field protective netting system showing all pertinent information regarding materials, assembly and installation. Submit drawings showing sizes and details of all equipment component parts.

#### 1.4 QUALITY ASSURANCE

- A. The Contractor shall only accept bids from those vendors or manufacturers that have been pre-approved or identified as approved equivalent.
- B. The Contractor shall only accept bids from those vendors or manufacturers that have been pre-approved, identified as approved equivalent or that meet the requirements as an equivalent product.

### PART 2 – PRODUCTS

#### 2.1 IN-GROUND TRACK & FIELD EQUIPMENT

- A. The Contractor is responsible to provide and install all permanent, in-ground track & field event equipment as specified by these specifications and shown on the project drawings. The products must meet NFSHSA regulations.



- B. The physical make-up of these products vary across the country; therefore the Contractor shall use his best efforts to supply the Owner with a product that best meets the performance specifications listed below.
- C. The in-ground track & field equipment is available from the following:
  - 1. Sportsfield Specialties: Contact: Brian Jaeger (Southeast) Tel.: (607) 267-3621.
  - 2. UCS Spirit: Contact: Mike Chappell; Telephone: (800) 526-4856.
  - 3. Gill Athletics: Contact: Mike Cunningham; Telephone: (800) 637-3090.
- D. In-ground Equipment (Based on Sportsfield Specialties Model # or Approved Equivalent)
  - a. One (1) white cast aluminum pole vault box without the cover. Model # PVBCAW.
  - b. Two (2) mesh covers for sand pits. Model # SPCVRMCSTM.
  - c. One (1) discus cage with ground sleeves. Model # DCHS8EA+DCHSBNS.
  - d. One (1) web style discus circle. Model # TFD.
  - e. One (1) web style shot put circle. Model # TFSP.
  - f. One (1) toe board for depressed circle. Model # SPTBCARHS.

## 2.2 FIELD EVENT MATERIALS

- A. Sand:
  - 1. The sand shall be washed and sized as follows:
    - a. 2008 IAAF Track & Field Facilities Manual (2.3.1.5):
      - 1) For the safety of the athletes, the sand must (to avoid hardening as a result of moisture) consist of washed river sand or pure quartz sand, without organic components, maximum 2mm granules, of which not more than 5% in weight is less than 0.2mm.
  - 2. Sand shall be free of trash, organic matter, clay, silt, and rocks.
    - a. Top 6" of Sand color to be white.
  - 3. Sand shall have the following technical data:
    - a. Water permeability or filtration rate with a minimum of 20 inches/hour.
    - b. Bulk density of 1.55 grams per cubic centimeter.
    - c. Penetrometer Reading of 1.8 to 2.2 kg/cm<sup>2</sup>.
    - d. Sand shape of high sphericity and rounded.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF SPORTS EQUIPMENT

- A. The installation of the track and field equipment stated herein shall follow the directions of the manufacturer and/or vendor. Shop drawings must be submitted and approved prior to installation of equipment.
- B. Sand:
  - 1. The sand should be one of the last items installed on the facility to maintain the physical properties.

### 3.2 ADJUSTING AND CLEANING

- A. Upon completion of installation, test operation to demonstrate satisfactory operation acceptable to Owner.
- B. Clean or replace unsuitable materials.

END OF SECTION

## SECTION 320116.71 – COLD MILLING ASPHALT PAVEMENT

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the milling, shaping and removal of portions of existing surfaces by a cold milling process, and subsequent cleaning, utilizing equipment and procedures meeting the requirements in this specification.
- B. Cold-milling shall be performed to the elevations and cross-slopes required to the installation of the new pavement section shown on the Drawings.

#### 1.2 QUALITY ASSURANCE

- A. Reference Standards:
  - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
    - a. "Standard Specifications for Highway Construction, SCDOT"
    - b. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."

#### 1.3 SUBMITTALS

- A. The Contractor shall survey the post-milled elevations along the proposed edge of pavement, and record the elevations corresponding to proposed elevations shown on the Drawings. This information shall be submitted to the Engineer for verification prior to proceeding with subsequent work.

#### 1.4 PROJECT REQUIREMENTS

- A. Coordinate the milling of existing asphalt concrete pavement with the completion of other items of this Contract.

### PART 2 – PRODUCTS

#### 2.1 EQUIPMENT

- A. Milling machines shall be power operated, self-propelled machines capable of removing the desired thickness of existing surfaces. The machines shall have sufficient power, traction and stability to accurately maintain depth of cut and slope. They shall be capable of producing a finished profile and cross slope to within 1/4 inch of that required and shall produce a uniform surface texture free from gouges and ridges greater than 3/8 inch in depth.
- B. The machines shall be equipped with a means to control dust and other particulate matter created by the cutting action.
- C. The machines shall have an integral loading system or sufficient equipment shall be provided to accomplish complete removal of milled material at a rate equivalent to the milling rate.
- D. Vacuum trucks, street sweepers or power brooms shall be used to clean the milled surfaces. The Engineer may disallow the use of power brooms in urban, residential or other sensitive areas if he deems the dust raised by the broom to be objectionable.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Milling shall be performed at the locations and in accordance with the details indicated on the plans.
- B. Where indicated on the plans, profile and cross slope shall be controlled by a taut reference string line. The reference elevations shall be established by the Contractor and subject to the approval of the Engineer. The reference elevations shall be based upon proposed bottom of curb elevations, as indicated on the Drawings.
- C. The milled surface shall be sloped to provide the required cross slope, and sufficient to allow the installation of the proposed asphalt concrete pavement overlay. Where the required cross slope cannot be achieved by the milling process due to refusal at the curbline, the pavement slope shall be provided by installation of an asphalt shim course, at no additional cost.
- D. Any potential difficulties in obtaining the specified elevations at the curbline are to be brought immediately to the attention of the Engineer.
- E. All equipment and methods shall conform to SCDOT Standard Specifications, unless otherwise specified.

### 3.2 REMOVAL OF EXISTING PAVEMENT

- A. All milled material, including that removed by other means, shall be immediately removed from the milled surfaces and adjacent surfaces. Surfaces shall be cleaned of all fines and dust prior to opening to traffic. The Contractor shall conduct his operations in such a manner that dust is controlled and is not objectionable. Milled and adjacent surfaces shall be cleaned again, as directed by the Engineer, prior to the placement of tack coats, or pavement courses if traffic has been allowed on the milled surface and/or if more than 48 hours have elapsed since the initial cleaning.
- B. Milled longitudinal or transverse vertical faces exceeding 1-1/4 inches in height that would be exposed to traffic during non-work hours shall be sloped or tapered in a manner approved by the Engineer so as not to create a traffic hazard. Milling operations shall be conducted to preclude the possibility of pavement runoff collecting along milled joints and creating a traffic hazard.
- C. Areas not accessible to the milling machine, such as around and/or adjacent to inlets, manholes, curbs and transverse joints on structures, may be removed by a small milling machine, handwork or other methods approved by the Engineer.
- D. The Contractor shall maintain drainage at catch basins, according to the details shown on the plans, or in a manner approved by the Engineer.
- E. When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way.

### 3.3 DISPOSAL OF MATERIAL

- A. Material removed during the milling process, including foreign debris within or on the pavement, shall become the property of the Contractor and shall be disposed of at a site obtained by the Contractor.

### 3.4 CLEANING OF MILLED SURFACES

- A. Sweeping of milled surfaces or other approved methods of cleaning shall be carried out directly behind the milling process. All milled material shall be removed to the satisfaction of the Engineer.
- B. Immediately prior to commencing asphalt paving operations, the milled surfaces shall again be thoroughly cleaned in accordance with these specifications.

### 3.5 FIELD QUALITY CONTROLS

- A. Damage to milled surfaces resulting from traffic or other causes such as, but not limited to, raveling, fuel spillage or any contaminants which would inhibit bond, shall be repaired or remilled by the Contractor in a manner approved by the Engineer.

END OF SECTION

## SECTION 321216.36 – ATHLETIC TRACK ASPHALT PAVING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes provisions for hot-mixed asphalt concrete paving over prepared subbase.
- B. This section includes provisions for replacing pavement removed during the course of the Work or damaged resulting from Contractor's operations.

#### 1.2 REFERENCES

- A. Applicable State or Provincial Department of Transportation Standard Specifications.
- B. "Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO)."
- C. "American Society for Testing and Materials (ASTM)."

#### 1.3 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
  - 1. Job mix formula shall include the theoretical maximum specific gravity (Gmm) in order for the third-party testing agency to accurately calculate the in-place compaction as a % of maximum.
- B. Field Test Reports: Submit results of field testing directly to the Engineer.
- C. Track & Field Paving Experience:
  - 1. On-site Project Manager/Superintendent Qualifications:
    - a. Provide a list of completed facilities, minimum of 5 running tracks, in the past 5 years.
    - b. The project manager/superintendent will be on-site during all track & field paving operations. Substitution of project manager/superintendent shall not be permitted.
  - 2. Track Paving Contractor Qualifications:
    - a. Track Paving Contractor shall provide a list of completed facilities, minimum of 5 running tracks, in the past 5 years.
- D. Asphalt truck delivery tickets: Contractor to collect and submit all tickets within 48 hours of delivery.

#### 1.4 SITE CONDITIONS

- A. Weather Limitations: Apply tack coats when ambient temperature is above 50 DegF (10 DegC) and when temperature has not been below 35 DegF (1 DegC) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt concrete surface course when atmospheric temperature is above 40 DegF (4 DegC) and when base is dry. Base course may be placed when air temperature is above 30 DegF (minus 1 DegC) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

- D. In no instance shall the materials and thicknesses of pavement and subbase courses replaced be less than that removed, unless approved by the Engineer.

## 1.5 SEQUENCING AND SCHEDULING

- A. Coordinate the placement of asphalt concrete pavement with the completion of underground work by other trades.
- B. The asphalt top course shall be allowed to cure for 28 days prior to application of resilient track surfacing.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. General: All hot mix asphalt shall be in accordance with applicable provisions of State or Provincial Department of Transportation Specifications, except as herein modified.
  - 1. No RAP (Reclaimed Asphalt Pavement) content will be permitted in the asphalt wearing/surface course.
  - 2. The RAP (Reclaimed Asphalt Pavement) content in the asphalt binder course shall be 20 percent or less.
- B. Asphalt Binder Course:
  - 1. SCDOT Type B
- C. Asphalt Top Course:
  - 1. SCDOT Type D Virgin Mix.
  - 2. No RAP allowed in wearing/surface course
- D. Asphalt Tack Coat:
  - 1. The primer for application on asphalt surfaces (tack coat) shall be CRS-1.
    - a. Tack coat material shall be in accordance with State or Provincial Department of Transportation Specifications.

## PART 3 – EXECUTION

### 3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted subbase surface immediately before commencing paving operations.
- B. Proof-roll prepared subbase surface with a ten-ton static, steel-wheel roller to check for unstable areas and areas requiring additional compaction, witnessed by the Engineer at least 48 hours prior to scheduled paving operations.
- C. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Sawcut edges of existing pavement to achieve straight line transitions between old and new pavement. Make a second sawcut through the top course of existing pavement 18 inches from the first cut to provide a staggered joint.

- E. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.03 to 0.07 gallons per square yard of surface.
- F. Allow to dry until at proper condition to receive paving.
- G. Exercise care in applying bituminous materials to avoid smearing of adjoining surfaces. Remove and clean damaged surfaces.
- H. Do not commence pavement replacement operations until all buried work beneath pavement repair has been completed to the satisfaction of the Engineer.
- I. Where trench dimensions preclude the use of proof rolling equipment, demonstrate the stability of the subgrade and subbase through other means, as acceptable to the Engineer.

### 3.2 PLACING AND COMPACTING MIX

- A. General: Place and compact asphalt pavement courses in accordance with applicable state or provincial department of transportation specifications unless otherwise specified. This, however, shall not relieve the Contractor of his responsibility to provide a well densified pavement. It shall be the Contractor's obligation to recognize difficulties in compacting the mix, and to make appropriate corrections.
- B. Compaction: Compact asphalt pavement courses with a static steel wheel roller only, unless otherwise approved by the Engineer, based upon work conditions.
- C. Place inaccessible and small areas by hand and compact with hot hand tampers or vibrating plate compactors.
- D. Chamfer edges of walks at 45-degree angle where walks do not abut curb.
- E. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
- F. Place tack coat between successive courses if more than 48 hours have elapsed after placing the preceding course. Apply tack coat at a rate of 0.03 to 0.07 gallons per square yard of surface.
- G. Remove and patch areas of any asphalt concrete course deemed unsatisfactory by the Engineer at the Contractor's expense. Remove hardened or set asphalt by saw cutting.
- H. Roll and compact the asphalt concrete course until the finished surface is free from depressions, waves or other defects that would prevent proper drainage. The finished surface shall be uniform in texture and appearance.
- I. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- J. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.



### 3.3 FIELD QUALITY CONTROL

- A. General: Testing in-place asphalt concrete courses for compliance with requirements for thickness, surface smoothness and compaction will be done by [Owner's (paid for by Owner)/Third Party (paid for by Contractor)] (bold inside brackets) testing laboratory. Repair or remove and replace unacceptable paving as directed by Engineer.
- B. Thickness: Testing agency to measure loose asphalt thickness during paving operations and compacted asphalt thickness after rolling. Above thickness measurements or in-place compacted thickness tested in accordance with ASTM D3549 will not be acceptable if exceeding following allowable variations:
  - 1. Binder and Surface Course: Plus or minus 1/4 inch.
  - 2. Cumulative Thickness Tolerances: Plus or minus 1/4 inch for nominal cumulative thicknesses less than or equal to 4 inches. Plus or minus 1/2 inch for nominal cumulative thicknesses greater than 4 inches.
- C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  - 1. Binder Course Surfaces: 1/4 inch.
  - 2. Wearing Course Surface: 3/16 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- D. Compaction:
  - 1. The average sub-lot (daily or 400 tons, whichever is less) in-place density measurement for asphalt surface course mixture shall be at least 94% of the theoretical maximum density at optimum with no single value less than 92%. Acceptable average measurements shall be made by use of a correlated nuclear density gauge per ASTM D2950. Additional testing shall be performed on any given day once 400 tons of asphalt is placed on that day.
  - 2. In-place density tests shall be in accordance with state standards for frequency and methods where the work being performed is done with a minimum of testing meeting the above compaction requirements.
- E. Check surface areas at intervals as directed by Engineer.
- F. Scuff Resistance: If, in the opinion of the Engineer, the pavement does not demonstrate reasonable resistance to deformation by punching loads and scuffing under horizontally applied shearing loads, after the pavement has cooled and hardened, the Engineer may require laboratory testing of cored pavement samples to determine the properties of the pavement; including aggregate gradation, asphalt content, air void ratio, density and any others deemed appropriate. If laboratory testing indicates that any parameters substantially deviate from the design mix tolerances specified by applicable state or provincial department of transportation, replace the affected areas of pavement at no additional cost, and reimburse the Owner for all costs incurred in procurement and testing of cores.

### 3.4 TRACK & FIELD REQUIREMENTS

- A. Flood Testing:
  - 1. The completed asphalt surface that will receive track & field synthetic surfacing must be flood tested in the presence of the track & field synthetic surfacing contractor to determine if any depressions require remediation prior to the installation of the track & field synthetic surfacing.

- B. Track & Field Slope Requirements (NFSHSA (High School)):
1. Track Oval: Direction of running, maximum slope 1:1000 (0.1%); Cross/lateral slope (perpendicular to lane lines), outermost lane down to Lane 1, 2:100 (2.0%) maximum.
  2. High Jump: Maximum slope of the approach and take-off area shall not exceed 1:100 (1.0%) downward toward the center of the crossbar.
  3. Long/Triple Jump, Javelin, and Pole Vault Runways:
    - a. Direction of running/jumping, maximum slope 1:1000 (0.1%).
    - b. Cross / lateral slope (perpendicular to runway lines), 2:100 (2.0%) maximum.

END OF SECTION

## SECTION 321823.39 – SYNTHETIC RUNNING TRACK SURFACING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section covers all labor and materials required to install a first-class track & field surface. The Track & Field Synthetic Surfacing Contractor is responsible for installing all track & field synthetic surfacing materials and line markings as designated in these specifications.

#### 1.2 CODES AND STANDARDS

- A. Codes and standards follow the current guidelines set forth by the National Federation of State High School Associations (NFSHSA).

#### 1.3 SUBMITTALS

- A. The following information must be submitted by the Track & Field Synthetic Surfacing Contractor prior to installation.
  - 1. Test results, from an IAAF certified laboratory, verifying manufacturer's Track & Field Synthetic Surfacing product meets the IAAF Performance Specifications for Synthetic Surfaces.
    - a. The same components from the test sample must be used in the installed surface. No substitutions will be allowed.
    - b. TRRL Pendulum test results for slip resistance must be greater than 47.
  - 2. Surfacing Contractor On-site Project Manager/Superintendent Qualifications:
    - a. The project manager/superintendent for the surfacing contractor will be on-site during all surfacing operations. Substitution of project manager/superintendent shall not be permitted.
    - b. A list of completed facilities, minimum of 5, which are certified to meet NFSHSA rules & regulations in the past 5 years utilizing the product specified in these specifications. The Track & Field Synthetic Surfacing Contractor's project manager/supervisor responsible for the completed facilities must supervise this project.
  - 3. Standard printed specifications of the track & field synthetic surfacing system that is being installed.
  - 4. Installation process and requirements for subbase (stone, asphalt, and concrete) and any conditions that may limit the track & field synthetic surface installation or affect quality of installation.
  - 5. Temperature/climatic conditions limiting quality of installation.
  - 6. Standard specification and application for recommended subbase primers, crack filler, patching and leveling material.
  - 7. Three product samples, a minimum of 6" x 6" in size, the same color, texture, thickness, etc. of the same type of surfacing to be installed for this project. This must be a representative sample of the product. This sample must be submitted and approved by the Owner prior to installation. At completion of the project this sample may be used as a comparison to judge the quality of the installed product.
  - 8. Material safety data sheets on all individual components of the product being installed.
  - 9. Provide a letter stating the Track & Field Synthetic Surfacing Contractor reviewed the asphalt specification and are accepting the specification as correct. Upon completion of the Asphalt paving and prior to installation of the track & field synthetic surface, the Track & Field Synthetic Surfacing Contractor will provide a letter accepting the installed asphalt and stating it is suitable to receive the track & field synthetic surface.

10. Letter from synthetic surfacing manufacturer approving the installer/applicator of the synthetic surface listed in these specifications.
  11. Written notice and acceptance that all in-ground field event equipment is installed as per the Contract Documents and the rules of the sport.
- B. The following information shall be submitted after completion of the specified work:
1. Provide a copy of the Track & Field Synthetic Surface vendor's standard Warranty noting any exceptions to the Warranty information included in this Specification Section.
  2. Provide a Care and Maintenance manual for the Owner's use in maintaining the synthetic surfacing.

#### 1.4 QUALITY ASSURANCE

- A. Prior to installation, or during installation or at completion of installation of the synthetic surfacing, if the Owner has any question or doubt about the quality or formulation of the material, the Track & Field Synthetic Surfacing Contractor shall have the product tested. If the product meets these specifications, then the Owner shall pay for the cost of the testing; if the product does not meet these specifications, then the Track & Field Synthetic Surfacing Contractor shall pay for the testing. Any material failing to meet specifications will be replaced with new material at the Track & Field Synthetic Surfacing Contractor's expense.
- B. Slopes and Tolerances (NFSHSA):
1. The maximum lateral inclination permitted for the track across the full width of the track, preferably toward the inside lane, and across all runways, shall not exceed 2:100, 2.0 percent.
  2. The maximum overall downward inclination permitted in the running direction for the track, the running direction for all runways and the throwing direction for all landing sectors shall not exceed 1:1,000, 0.1 percent. Inclination shall be measured by comparing the start and end points of the races that use the straightaway portion of the oval, the last 20 meters of the javelin runway, the start and end points of other runways, not to exceed 40 meters, and the full graded length of each landing sector.
  3. In the high jump approach and takeoff area, the maximum overall downward inclination shall not exceed 1:100, 1.0 percent, in the running direction toward the center of the crossbar.
  4. The surface of a throwing circle shall be level.

#### 1.5 SPECIAL PROJECT CONDITIONS

- A. The Track & Field Synthetic Surfacing Contractor will provide a project manager/superintendent on-site daily through the completion of the Track & Field Synthetic Surfacing Contractor's portion of the contract.
1. The on-site project manager/superintendent shall remain on site through the completion of the project. Substitution of project manager/superintendent shall not be permitted.
- B. The Track & Field Synthetic Surfacing Contractor will provide a technician that will serve as a consultant to the Owner and Contractor during the Asphalt Paving, first reviewing the asphalt specification, accepting the specification as correct, and then, providing daily review and guidance of the construction of the Asphalt Paving which will directly affect the tolerances and longevity of the eventual synthetic surfacing installation.
- C. Prior to installing any concrete, the Contractor must verify with the Track & Field Synthetic Surface manufacturer if any curing compounds or agents are allowed or acceptable.

## 1.6 SPECIFIC SCOPE OF WORK

- A. The Track & Field Synthetic Surfacing Contractor shall verify the entire track & field subbase and all events to determine that:
  - 1. The synthetic surface for the 400-meter track oval will accurately fit onto the Asphalt Paving base.
  - 2. That slopes and elevations meet required tolerances.
  - 3. No bird baths exceed the allowable limits as specified.
  - 4. The track & field areas will meet or exceed the rules of the sport.
- B. The Track & Field Synthetic Surfacing Contractor shall provide all labor, materials and equipment to perform the following work:
  - 1. The Track & Field Synthetic Surfacing Contractor is responsible for installing all track & field synthetic surfacing materials and line markings as designated in these specifications.
  - 2. Review Bidding documents and specifications, provide technical assistance, and approve Asphalt Paving base work as required in the specifications.
  - 3. Review and approve installation of all field event in-ground equipment before any track & field synthetic surfacing is installed as specified and shown on the Drawings.
  - 4. Brush and wash down all areas to be surfaced, as often as necessary during the installation of the track and field synthetic surface.
  - 5. Repair all birdbaths as required in these specifications.
  - 6. Install removable track & field synthetic surfacing (full pour polyurethane) plugs in all pole vault boxes, throw circles (cut plugs in half); apply synthetic surfacing to the junction box covers.
  - 7. Install special material (i.e., foam, board, etc.) in slot drain opening to prevent polyurethane from entering the opening. The drainage slot opening shall be neatly trimmed out (vertical cuts), after polyurethane installation, to allow proper drainage to occur. No polyurethane is allowed on the inside of the drainage slot opening. This shall apply only if the precast slot drain is installed.
  - 8. Repair all damaged areas, clean-up all glue, and remove excess polyurethane, primers and similar products. All trim cuts shall be neat and clean; on all curves the trim-out shall follow a radius line for accuracy and neatness.

## 1.7 WARRANTY/GUARANTEE

- A. General: Warranties / Guarantees specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties/guarantees made by the Contractor under requirements of the Contract Documents.
- B. The following are inclusive of the term “Track & Field Synthetic Surface” for provisions of the guarantee:
  - 1. All slopes & tolerances as required in this specification.
  - 2. Synthetic track & field surface product as specified and represented by the Track & Field Synthetic Surface Manufacturer.
  - 3. All materials and products specified.
  - 4. All line markings installed in accordance with the Contract Documents.
- C. Track & Field Synthetic Surface Installer Guarantee: Provide in writing a “Full System Guarantee” agreement. The President/Principal(s) of both the Track & Field Synthetic Surface Installer and the Track & Field Synthetic Surface Manufacturer (if different) shall sign this document and it shall include the following:

1. All work executed under this section will be free from defects of material and workmanship for the specified period from date of Substantial Completion/Acceptance of the Owner.
  2. Any defects will be remedied on written notice at no additional cost to the Owner.
  3. The warranty shall not be prorated.
  4. All material shall be guaranteed to the extent that the surfacing:
    - a. Has been manufactured, applied and will perform in accordance with these and the manufacturer's specifications.
    - b. Will hold fast and/or adhere to the primer, asphalt, concrete, edging, filler, patches, or overlay materials.
    - c. Is Ultra-Violet resistant, will not bubble, blister, fade, crack, or wear excessively during the warranty period.
- D. The Track & Field Synthetic Surfacing Contractor shall, in the presence of the Owner, inspect the track and field synthetic surfacing each year until the end of the warranty period, or at any time requested by the Owner. Any defects in workmanship or materials (at no fault of the Owner) shall be repaired at the expense of the Track & Field Synthetic Surfacing Contractor to the satisfaction of the Owner.
- E. Contractor shall not be held liable for incidental or consequential damages. The Track & Field Synthetic Surface Warranties described shall be conditioned upon:
1. Owner shall maintain track as described in the Owner's Manual submitted by the Contractor to the Owner.
- F. The Warranty does not cover any defect, failure, damage caused by or connected with abuse, neglect, deliberate acts, acts of God, casualty or loads exceeding the Contractor's recommendations.
- G. Warranty period to be five (5) years minimum.

## PART 2 – PRODUCTS

### 2.1 TRACK & FIELD SYNTHETIC SURFACE

- A. The track and field synthetic surface shall be as per the manufacturer's specifications, plus the following requirements and where discrepancies exist, they shall be brought to the attention of the Owner or Owner's representative prior to Bidding or Installation.
- B. Colors: Manufacturer's Standard Red. Confirm final color with owner.
- C. Basemat Structural Spray Track Surfacing: The following Products are approved for bidding:
1. Beynon Sports Surfaces:
    - a. Contact: John Beynon @ (410) 771-9473.
    - b. Product: Basemat Structural Spray (Porous): BSS 100.
  2. Advanced Polymer Technologies (APT):
    - a. Contact: (724) 452-1330.
    - b. Product: Basemat Structural Spray (Porous): Spurtan BS.
  3. Stockmeier Urethanes:
    - a. Contact: Geosurfaces @ (704) 660-3000.
    - b. Product: Basemat Structural Spray (Porous): Stobitan SC.
  4. Polysport:
    - a. Contact: Polysport @ (615) 866-4284
    - b. Product: Basemat Structural Spray (Porous): Conica SP

- D. Synthetic Track Surfacing shall be IAAF approved thickness unless otherwise specified.
- E. Patching Material: All materials must be approved materials and compatible with the synthetic surface.

## PART 3 – EXECUTION

### 3.1 INSPECTION AND ACCEPTANCE

- A. Examine all surfaces and contiguous elements to receive work of this section and correct, as part of the Work of this Contract, any defects affecting installation.
- B. Commencement of work will be construed as complete acceptability of surfaces and contiguous elements.

### 3.2 INSTALLATION REQUIREMENTS

- A. The following installation requirements must be met by the Track & Field Synthetic Surfacing Contractor:
  - 1. Installation by synthetic surface manufacturer approved project manager/superintendent applicators and technicians. Local laborers may be hired for non-technical work, only.
  - 2. Priming - The primer shall be spray-applied in accordance with the manufacturer's specifications. Only those areas which can be installed the same day should be primed. All concrete areas to be surfaced shall receive manufacturer's approved primer.

### 3.3 INSTALLATION OF TRACK & FIELD SYNTHETIC SURFACE

- A. Basemat Structural Spray (Porous):
  - 1. Thickness to match sample submitted to IAAF certified testing laboratory.
  - 2. Base Layer:
    - a. The SBR granules and polyurethane shall be mixed together on site to regulate the ratio/quantity of SBR, not to exceed 82% by weight in the base mat portion of the system. The single component polyurethane binder shall be mixed with the SBR rubber so that a minimum of 20%, by weight, exists in the final mixture. This mixture is then mechanically installed using the paver.
  - 3. Wearing layer:
    - a. The 0.5 to 1.5-millimeter EPDM granules shall be mixed with polyurethane, the single-component structural spray coating. The structural spray shall be made in two (2) uniform applications.

### 3.4 TIMING, LIMITATIONS, AND CONDITIONS AFFECTING INSTALLATION

- A. The track surfacing material shall be applied no sooner than 28 days after placement of the asphalt top course.
- B. Weather and Climate: If in the opinion of the synthetic track surfacing manufacturer or the Owner, weather and climatic conditions are having or will have an adverse effect on installation; work shall be delayed until the adverse condition has passed.
- C. Adjacent and Concurrent Construction: Installation shall not take place until the completion of the adjacent or concurrent construction operations which generate dust, airborne abrasives, or any other by-product that, in the opinion of the Owner or synthetic track surfacing manufacturer, would be

harmful to the track material. Under specific direction of the Owner, the Track & Field Synthetic Surfacing Contractor may be allowed to cover the track material with an approved covering if such harmful construction operations must occur after the track material has been installed.

END OF SECTION



## SECTION 321823.40 – SYNTHETIC RUNNING TRACK LINE MARKINGS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section covers all labor and materials required to install the track & field line markings.
- B. The Synthetic Surface Contractor is responsible for the purchase and installation of all paints and line markings.

#### 1.2 CODES AND STANDARDS

- A. Codes and standards follow the current guidelines set forth by the National Federation of State High School Associations (NFSHSA).

#### 1.3 SUBMITTALS

- A. The following information shall be submitted prior to installation of specified work:
  - 1. A list, similar to the one in Part 3.2 below, depicting the colors of all line markings and labels of the events to be included for approval prior to installation. Also, all symbols and markings clearly identified, illustrated, and their colors stated. The recommended NFSHSA colors shall be used.
  - 2. Installation process and requirements for line markings and any conditions that may limit the installation or affect quality of installation.
  - 3. Material safety data sheets on all products, as necessary.
- B. The following information shall be submitted at the completion of the specified work:
  - 1. Upon completion of all line markings, the Track & Field Synthetic Surfacing Contractor shall submit to the Owner a five (5) diagram/drawing depicting and identifying all line markings: 1) a key to the color codes, 2) a chart for all symbols, and 3) labels for all events.

### PART 2 – PRODUCTS

#### 2.1 PAINT

- A. The paint shall be a metal latex based paint typically used on Track & Field Synthetic Surface.

#### 2.2 TEMPORARY REFERENCE MARKINGS

- A. These markings shall be removed at the completion of the project.

### PART 3 – EXECUTION

#### 3.1 SUMMARY

- A. General line markings of the 400-meter track and field events, shall be spray applied, using only paint, primers and finishes supplied and guaranteed by the approved manufacturer and/or supplier.

- B. All markings shall be in accordance with the rules of the NFSHSA and shall be certified for accuracy. The color code of the NFSHSA shall be followed.
- C. No line markings shall be installed if the weather conditions are not proper (i.e., too windy).

### 3.2 LINE MARKINGS

- A. Paint:
  - 1. All line markings to receive adequate paint to completely cover the track & field synthetic surface.
- B. Measure Line (Theoretical – not painted):
  - 1. Track oval will not utilize a regulation curb.
  - 2. Distance to right hand edge of the inside lane line of Lane 1 to be 20 centimeters from the measure line.
- C. Line Precedence:
  - 1. Lane lines to take precedence over other markings.
    - a. Numbers and letters to be broken at all lane line intersections.
  - 2. Waterfall starting lines take precedence over straight starting lines.
    - a. Straight starting lines to taper at waterfall starting lines – maintain a 1/2-inch gap.
- D. Chute Extensions:
  - 1. Chute extension lines to be solid not dashed.
  - 2. Break chute extension lies 2 inches either side of track oval lines.
- E. 100 Meters:
  - 1. One Direction – main straight away.
  - 2. Event label:
    - a. 100.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in the outside lane and is above the starting line.
  - 3. Color of starting line is white.
- F. 100 Meter Hurdles:
  - 1. One Direction – main straight away.
  - 2. Event label:
    - a. 100.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in the outside lane and is above the starting line.
  - 3. Color of the starting line is white.
  - 4. The hurdle tic marks are yellow.
    - a. Hurdle tic marks are a 2.5-inches wide by 3 inches high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line, but not touching the lane line.

G. 110 Meter Hurdles:

1. One Direction – main straight away.
2. Event label:
  - a. 110.
  - b. 4 inches high.
  - c. The color of the label to be white.
  - d. Located in the outside lane and is above the starting line.
3. Color of the starting line is white.
4. The hurdle tic marks are blue.
  - a. Hurdle tic marks are a 2.5-inches wide by 3 inches high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line, but not touching the lane line.

H. 200 Meters:

1. All in lanes.
2. Event label:
  - a. 200.
  - b. 4 inches high.
  - c. The color of the label to be white.
  - d. Located in Lane 2 and is above the starting line.
3. Color of the starting line is white.

I. 400 Meters:

1. All in lanes.
2. Event label:
  - a. 400.
  - b. 4 inches high.
  - c. The color of the label to be white.
  - d. Located in Lane 2 and is above the starting line.
3. Color of the starting line is white.

J. 300 Meter Hurdles:

1. All in lanes.
2. Event label:
  - a. 300.
  - b. 4 inches high.
  - c. The color of the label to be white.
  - d. Located in lane 2 and is above the starting line.
3. Color of the starting line is white.
4. The hurdle tic marks are red.
  - a. Hurdle tic marks are a 2.5-inches wide by 3 inches high triangle, the triangle is pointing in the direction of running – Each lane shall have 2 tic marks with each tic mark adjacent to the lane line, but not touching the lane line.

- K. 800 Meters:
1. Waterfall start and 1 turn stagger.
  2. Event label:
    - a. 800.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. The 1 turn stagger starting line is located in Lane 2, the waterfall starting line is located in the outside lane, and the labels are above the starting line.
  3. Color of the 1 turn stagger starting line is white with a green insert.
  4. The color of the waterfall starting line is white.
- L. 1600 Meters:
1. Waterfall start.
  2. Event label:
    - a. 1600.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in the outside lane and is above the starting line.
  3. Color of the starting line is white.
- M. 1-Mile Run:
1. Waterfall start.
  2. Event label:
    - a. 1 mile.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in the outside lane and is above the starting line.
  3. Color of the starting line is white.
  4. Install 1-inch wide by 3-inch long white marks on the infield side of the inside lane line at the 3/4, 1/2, and 1/4 marks.
- N. 3200 Meters:
1. Waterfall start.
  2. Event label:
    - a. 3200.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in the outside lane and is above the starting line.
  3. Color of the starting line is white.
- O. 4x100 Meter Relay:
1. All in lanes.
  2. Event label:
    - a. 400.
    - b. 4 inches high.

- c. The color of the label to be white.
    - d. Located in lane 2 and is above the starting line.
  - 3. Color of the starting line is white, same starting line as the staggered starting line for the 400 meters.
  - 4. The relay exchange zone markers are yellow and the acceleration zone marker is yellow.
    - a. Exchange zone markers are 36-inch wide by 18-inch high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone
    - b. Acceleration zone mark is 6-inch wide by 6-inch high triangle; one triangle per lane, 10 meters before the exchange zone marker, and the triangle is included in the 10-meter acceleration zone
- P. 4x200 Meter Relay:
- 1. Four turn stagger.
  - 2. Event label:
    - a. 800R.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in lane 2 and is above the starting line.
  - 3. Color of the starting line is white with a red insert.
  - 4. The relay exchange zone markers are red.
    - a. Exchange zone markers are 36-inch wide by 18-inch high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone
- Q. 4x400 Meter Relay:
- 1. Three turn stagger.
  - 2. Event label:
    - a. 1600R.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in lane 2 and is above the starting line.
  - 3. Color of the starting line is white with a blue insert.
  - 4. The relay exchange zone markers are blue.
    - a. Exchange zone markers are 36-inch wide by 18-inch high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone.
- R. 4x800 Meter Relay:
- 1. One turn stagger.
  - 2. Event label:
    - a. 3200R.
    - b. 4 inches high.
    - c. The color of the label to be white.
    - d. Located in lane 2 and is above the starting line.
  - 3. Color of the starting line is white with a green insert.
  - 4. The relay exchange zone markers are green.
    - a. Exchange zone markers are 36-inch wide by 18-inch high triangles, the two triangles point into the relay exchange zone, and the triangles are included in the 20-meter zone.

- S. Break Lines:
1. The break line shall be a solid green arc line per Rule, Section 1, Article 10.
  2. Provide green dashes on the inside lane line of Lane 5 from box alley 2 start to break lines (both turns).
- T. Finish Line:
1. Location:
    - a. Common: Located at the point of curvature (PC) per plan.
  2. 2 inches wide and white in color.
  3. The intersection of the finish line with the lane lines shall be painted to conform with the current NCAA recommendation.
  4. No lean line is to be provided.
- U. Box Alleys:
1. Provide 1-turn box alley starts for the following events:
    - a. 800.
    - b. 1600.
    - c. 3200.
  2. Box 1 to be lanes 1 through 4.
  3. Box 2 to be lanes 5 through 8.
- V. Long/Triple Jump:
1. Runway lines:
    - a. 2-inch wide lines.
    - b. White in color.
    - c. 48-inch wide runways (inside edge to inside edge of line).
  2. Distance marks:
    - a. Provide 1.5-inch long by 1-inch wide white lines outside the runway on the right hand (direction of running) side every foot beginning at 20 feet from the long jump foul line and extending the length of the runway or 150 feet, whichever is shorter.
    - b. Every 5- and 10-foot line to be 3 inches long by 1 inch wide.
    - c. Every 10-foot line to be labeled below the line facing the athlete.
- W. Pole Vault:
1. Runway lines:
    - a. 2-inch wide lines.
    - b. White in color.
    - c. 48-inch wide runways (inside edge to inside edge of line).
    - d. Terminate runway lines at zero line.
  2. Zero line:
    - a. 1/2-inch wide line.
    - b. White in color.
    - c. 24-foot long centered on back edge of box (not flange).

3. Marks:
    - a. Provide 36-inch long by 2-inch wide white line with label beside the line in the center of the runway at 12 feet from the back of the plant box.
    - b. Provide 12-inch long by 2-inch wide white lines in the center of the runway at 9, 10, 11, 13, 14, and 15 feet from the back of the plant box. Dimension labels to be placed outside the runway line.
  4. Distance marks:
    - a. Provide 1.5-inch long by 1-inch wide white lines outside the runway on the right-hand side (direction of running) every foot beginning at 15 feet from the plant box and extending the length of the runway or 150 feet whichever is shorter.
    - b. Every 5- and 10-foot line to be 3 inches long by 1 inch wide.
    - c. Every 10-foot line to be labeled below the line facing the athlete.
- X. Shotput:
1. Dividing lines:
    - a. 2-inch wide lines.
    - b. White in color.
    - c. Back edge of line to be on centerline of throw circle.
    - d. Extend 2.46 feet from edge of throw circle.
  2. Sector Lines:
    - a. To be at angle of 34.92 degrees.
    - b. 2-inch wide lines.
    - c. White in color.
    - d. Outside the recessed throwing circle.
    - e. Install 2-inch wide sector lines to the end of the landing area.
- Y. Discus:
1. Dividing lines:
    - a. 2-inch wide lines.
    - b. White in color.
    - c. Back edge of line to be on centerline of throw circle.
    - d. Extend 2.46 feet from edge of throw circle.
  2. Sector Lines:
    - a. To be at angle of 34.92 degrees.
    - b. 2-inch wide lines.
    - c. White in color.
    - d. Outside the recessed throwing circle.
- Z. Lane numbers:
1. The numbers are a block style, 24 inches high, and the numbers will not have a color shadow.
  2. The color of the numbers will be white.
  3. There are 5 sets of numbers:
    - a. There is 1 set of numbers 5 feet before the 110M starting line.
    - b. There is 1 set of numbers 1 foot after the common finish line, facing to the outside of the track oval.
    - c. There is 1 set of numbers staggered in the first turn, above the 400M staggers.

- d. There is 1 set of numbers staggered at the 300M, above the starting line.
- e. There is 1 set of numbers staggered at the 200M, above the starting line.

AA. Interval Marks:

- 1. Provide a 2-inch wide white line on the inside of the track oval extending from the inside edge of the inside Lane 1 line approximately 4 inches long.
- 2. These lines are to be at 50-meter intervals starting at the common finish line and running the entire length of the track oval.

BB. All color markings listed above must be reviewed and verified as correct, as per the rules and regulations of the governing body.

*Note: All line markings must be reviewed and verified with the Owner's representative prior to installation.*

END OF SECTION



## SECTION 321823.41 – SYNTHETIC RUNNING TRACK CERTIFICATION SURVEY

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section covers all labor and materials required to provide certification of the final track & field facility. The Contractor is responsible for completing all survey work.

#### 1.2 CODES AND STANDARDS

- A. The survey work must be completed by a licensed surveyor.
- B. Codes and standards follow the current guidelines set forth by the National Federation of State High School Associations (NFSHSA).

#### 1.3 SUBMITTALS

- A. The following information must be submitted by the Contractor:
  - 1. After installation of the track & field synthetic surface and line markings:
    - a. The Contractor shall submit the below Track & Field Certification Survey, stating the completed facility meets requirements outlined in the NFSHSA Rulebook. The Engineer or Surveyor, selected by the Contractor, must survey the facility's as-built line markings.

- B. Certification Survey:

- 1. Facility Information:

Owner \_\_\_\_\_

Facility Name \_\_\_\_\_

Location \_\_\_\_\_

- 2. Surveyor/Engineer Information:

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone # \_\_\_\_\_

Registration # \_\_\_\_\_

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Home # \_\_\_\_\_

Registration # \_\_\_\_\_

3. Survey Information:

Date of Survey

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Weather Conditions

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1.4 TRACK OVAL MEASUREMENTS

- A. Contractor shall provide for Engineer's review a completed Class 4 Markings Certification for Running Tracks per the latest ASBA (American Sports Builders Association) Construction and Maintenance Manual.
- B. The track survey and certification form shall be completed and stamped and signed by a licensed surveyor and the surveyor shall have provided similar work for at least 5 running tracks in the last 5 years.

END OF SECTION

## SECTION 329113 – SOIL PREPARATION

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section includes provisions for the placement of topsoil outside of the athletic field limits in conformance with the lines, grades and thicknesses as shown on the Drawings and as herein specified.
- B. Minimum thickness is 6 inches, for all areas disturbed during construction and not receiving other surface treatment.
- C. The Contractor shall furnish all materials and perform all work in accordance with these specifications, drawings, and instructions provided by the Owner.

#### 1.2 SUBMITTALS

- A. Samples: Furnish earth materials to the testing laboratory for analysis and report, as directed by the Engineer or as outlined in the specifications.
- B. Quality Control Submittals:
  - 1. Test Reports: The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer. Indicate quantities of materials necessary to bring topsoil into compliance with textural/gradation requirements. Indicate quantity of lime and quantity and analysis of fertilizer.

#### 1.3 REFERENCES

- A. Comply with the latest edition of the following standards:
  - 1. SCDOT Standards
  - 2. “Standard Specifications for Highway Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials (AASHTO).”
  - 3. ASTM International (ASTM)
    - a. C33, Standard Specification for Concrete Aggregates.
    - b. C602, Standard Specification for Agricultural Liming Materials
  - 4. U.S. Bureau of Reclamation (USBR)
    - a. 514.4.4, Reclamation Instructions, Series 510—Land Classification Techniques and Standards, Part 514—Laboratory Procedures, Chapter 4—Particle-Size Analyses.
    - b. 14.8.7, Reclamation Instructions, Series 510—Land Classification Techniques and Standards, Part 514—Laboratory Procedures, Chapter 8—Soil Chemical Tests

#### 1.4 QUALITY ASSURANCE

- A. Provide and pay for all costs in connection with an approved independent testing facility to determine conformance of soils and aggregate with the specifications.

#### 1.5 PROJECT CONDITIONS

- A. Coordinate the placement of topsoil with the completion of all underground work including that of the other trades.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Natural, friable, fertile, fine loamy soil possessing the characteristics of representative topsoils in the vicinity which produces a heavy growth; free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1 inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Contractor is to verify amount stockpiled and supply any additional as needed:
1. Topsoil shall contain not less than 6% nor more than 20% organic matter as determined by the wet combustion method (chronic acid reduction); topsoil shall have a pH value of not less than 5.5 nor more than 7.0;
  2. Topsoil shall meet the following mechanical analysis:

SIZE OF SCREEN	% OF SOIL RETAINED	% OF SOIL PASSING
1"	0	100
1/4	3	97
No. 100	40-60	40-60

3. Imported topsoil in which more than 60% of the material passing a No. 100 sieve shall be rejected. All percentages are to be based on the dry weight of the samples.
4. Laboratory tests of the topsoil shall be performed by a certified testing laboratory, and shall perform tests for the following:
  - a. Sieve particle size analysis and gradient of mineral content.
  - b. Chemical analysis of the following:
    - 1) pH and buffer pH.
    - 2) Percent of organic content.
    - 3) Nutrient levels of phosphorus, potassium magnesium, manganese, iron, zinc and calcium.
    - 4) Soluble salt.
    - 5) Cation exchange capacity (CEC).
  - c. Recommended fertilizer and rate of application for low and medium level nutrient soils.

### 2.2 MATERIAL ACCEPTANCE

- A. Topsoil may be acquired from approved sites that are designated on the Drawings. If no sites are designated, material proposed for use as topsoil must be stockpiled, sampled, and tested prior to use.
- B. Topsoil containing foreign material may be rejected on the basis of visual examination by the Engineer, prior to testing.
- C. Acceptance of topsoil shall be based upon test results. Tested topsoil must be approved in writing by the Engineer before any material is used.

### 2.3 SOIL AMENDMENT

- A. Textural Amendments: Amend as necessary to conform to required composition by incorporating sand, peat, manure, or sawdust.
- B. Fertilizer: Shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Store fertilizer in a weatherproof place and in such a manner that it shall be kept dry and its effectiveness shall not be impaired.

1. Percentages of nitrogen, phosphorus and potash shall be based on laboratory test recommendations. For the purpose of bidding, assume 10% nitrogen, 6% phosphorus and 4% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen. At least 60% of the nitrogen content shall be derived from super-phosphate containing not less than 18% phosphoric acid or bone meal containing 25% to 30% phosphoric acid and 2% to 3% nitrogen. Potash shall be derived from muriate of potash containing 55% to 60% potash.
  2. Grass or sodded areas shall have fertilizer applied according to soil text report or as specified on the drawings.
- C. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and non-organic matter. Organic matter shall be commercially prepared compost. Coarse sand shall be clean, sharp, natural sands free of limestone, shale and slate particles, ASTM C33 fine aggregate with a Fines Modulus Index of 2.75 or greater.
- D. Lime: Shall be ground palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60% oxide.

## PART 3 – EXECUTION

### 3.1 STOCKPILING

- A. Stockpile topsoil from on-site sources or provide from off-site sources and stockpile, if on-site quantities are deficient.
- B. Stockpiles are to contain not less than 200 cubic yards or the minimum required for the project.
- C. Stockpiles are to have a maximum height of 10 feet and be trimmed to uniform surfaces and slopes.
- D. The sites of all stockpiles and adjacent areas, which have been disturbed are to be graded and put into an acceptable condition by seeding, as directed by the Engineer.

### 3.2 PREPARATION

- A. Preparation - Disk, drag, harrow or hand rake subgrade to a depth of 3 inches to provide bond for topsoil. Topsoil, which must be transported across finished walks, shall be delivered in such a manner that no damage will be done to the walks. The Contractor shall be responsible for the repair of such damage.
- B. Before placing topsoil, rake subsoil surface clear of stones larger than 1.5 inches, debris, and roots. Compact topsoil to form a layer with minimum depth of 4 inches in lawn areas and 12 inches in shrub beds. Topsoil shall be placed so that after final settlement there will be good drainage (and conforming to elevations shown on drawings). Contractor is to maintain surfaces and place any additional topsoil necessary to replace that which may have eroded before acceptance.
- C. Locations containing unsuitable subsoil shall be treated in one of the following manners:
  1. Where unsuitability within the construction site is deemed by the Owner to be due to excessive compaction caused by heavy equipment or by the presence of boards, mortar, concrete or other construction materials in subgrade, and where the natural subsoil is other than A.A.S.H.T.O. classification of A6 or 7, the Contractor shall loosen such areas with spikes, discs, or other means to loosen the soil to a condition acceptable by the Owner. The Contractor shall also remove all debris and objectionable material. Soil should be loosened to a minimal depth of

12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate drainage should he so desire. All such remedial measures shall be considered as incidental to the work and no extra payment shall be made for this part of the work; and;

2. Where subgrade is deemed by the Owner to be unsuitable because the natural subsoil falls into an AASHTO classification of A6 or 7 and contains moisture in excess of 30%, then such a condition shall be rendered suitable by installation of a subdrainage system or by other means described elsewhere in these specifications. Where such conditions have not been known or revealed prior to planting time and where they have not been recognized in the preparation of drawings and specifications, then the Owner shall issue a change order to install the proper remedial measures, all of which shall be in addition to the contract sum.

### 3.3 TOPSOIL PLACEMENT

- A. Do not place topsoil when subsoil or topsoil is frozen, excessively wet, or otherwise detrimental to the Work.
- B. Mix soil amendments, lime, and fertilizer with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding. Delay mixing of fertilizer if planting or seeding will not occur within 3 days.
- C. Place 1/2 of total depth of topsoil and work into subgrade soil to create a transition layer. Place remainder of topsoil to depth after compacting to 75% where seeding and planting are scheduled.
- D. Uniformly distribute to within 1/2 inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade to ensure positive drainage.
- E. Remove stones exceeding 1 inch, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from Site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

### 3.4 CLEANING

- A. Remove all surplus subsoil and topsoil from project site.
- B. Leave the site in clean, satisfactory condition ready to receive subsequent operations.

END OF SECTION

## SECTION 329200 – TURF AND GRASSES

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the preparation of ground surfaces, fertilization of applicable areas, seeding, mulching of applicable surface areas, and maintenance of turf areas until such time as project is accepted by Engineer. Applicable areas shall include those identified on the Contract Drawings.
- B. Seed shall be sown from March 1 to May 15, or from September 15 to November 15 of given calendar year, unless otherwise approved by Engineer.

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#### 1.2 SUBMITTALS

- A. Quality Control Submittals:
  - 1. Certification:
    - a. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
    - b. Submit vendor's certified analysis for each grass seed mixture required, stating botanical and common name, percentages by weight, percentages by purity, germination, and weed seed.
- B. Maintenance Instructions: Submit instructions recommending procedures to be implemented for maintenance of landscaped work for one (1) full year. Submit prior to expiration of Contractor's maintenance period.
- C. Submit description of planned mulching techniques and corresponding manufacturer's installation recommendations for approval by **Engineer**.

#### 1.3 QUALITY ASSURANCE

- A. All turf and grasses work shall be performed by one Contractor, with proven expertise in this type of construction.
- B. Package standard products with the manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- C. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in containers, showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored on site.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Fertilizer:

1. Commercial fertilizer (5-10-5) inorganic, or organic, containing not less than five (5) percent nitrogen, ten (10) percent available phosphoric acid, and five (5) percent water soluble potash.
  2. If, as an alternative, the Contractor wishes to substitute for commercial fertilizer 5-10-5, another commercial fertilizer with a 1-2-1 ratio, such as 10-20-10 or 6-12-6, they may do so with the approval of the Engineer and the rate of fertilizer to be used shall be whatever amount is required to furnish the same amount of nitrogen as would be supplied by the 5-10-5.
- B. Seed:
1. Seed shall be fresh, clean, new-crop seed mixed in the proportions specified for species and variety, conforming to Federal and State Standards.
  2. Use the SCDHEC seeding schedule for permanent vegetation located on the erosion and sediment control plans.
  3. Weed seed content shall not exceed 0.25%.
- C. Mulch:
1. Provide and install a mulch adequate to protect the seeding during its growing period. It shall be the responsibility of the Contractor to determine the appropriate mulching techniques for the particular site conditions and acquire approval of the same from the Engineer.
  2. Clean straw for gentle slopes, consisting of stalks of oats, wheat, rye, or other approved crops which are free of noxious weed seeds. Weight shall be based on a fifteen (15) percent moisture content.
  3. Mulching blanket for steep slopes and drainage swales: "Curlex Blanket" by American Excelsior, "Ero-Mat" by Contech Construction Products, Inc, or approved equal.
  4. Bonded fiber matrix for mulching in areas where slopes are 1.5H:1V or greater or cut or fill slopes 20 feet (6m) or more in height. Product shall be EcoAegis as manufactured by Canfor, or approved equal meeting U.S. DOT Standard Specification FP-96, Section 713.05(h)
    - a. Package Weight: 50 pound (18.6kg) bags.
    - b. Moisture Content: 12 +/- 3 percent by weight.
    - c. Minimum Water Holding Capacity: Approximately 10 times dry weight.
    - d. Composition:
      - 1) Refined Softwood Fiber: (90% by weight).
      - 2) Blended Hydrocolloid-based Binder: (9% by weight).
      - 3) Mineral Activator: (1% by weight).
    - e. Color: Natural – No Dye Products.
- D. Water: Clean and potable.

## 2.2 ACCESSORIES

- A. Soil Amendments: Soil amendments are not to be made without review and authorization by the Engineer.
1. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
  2. Aluminum Sulfate: Commercial grade.
  3. Peat Humus: FS Q-P-166 and with texture and pH range suitable for intended use.
  4. Bonemeal: Commercial, raw, finely ground; 4% nitrogen and 20% phosphoric acid.
  5. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
  6. Sand: Clean, washed sand, free of toxic materials.
  7. Perlite: Conforming to National Bureau of Standards PS 23.



8. Vermiculite: Horticultural grade, free of toxic substances.
9. Sawdust: Rotted sawdust, free of chips, stones, sticks, soil, or toxic substances and with 7.5 pounds (2.8 kg) nitrogen uniformly mixed into each cubic yard of sawdust.
10. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust, or other bedding materials and containing no chemicals or ingredients harmful to plants.
11. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients.
12. Composted Organic Material: Shall have a minimum organic matter content of 60 percent, as determined by ASTM D-2974, and screened to ¾-inch (1.9 cm).

## PART 3 – EXECUTION

### 3.1 PREPARATION OF TOPSOIL

- A. Clean topsoil of roots, plants, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.
- B. Mix fertilizer into top 2 inches (5 cm) of topsoil at a rate of 10 pounds (3.7 kg) per 1,000 square feet. (92.9 m<sup>2</sup>)
- C. Mix approved soil amendments into top 2 inches (5cm) of topsoil at necessary rates.
- D. Water dry topsoil to depth of 4 inches (10cm) at least 48 hours prior to seeding to obtain a loose friable seed bed.

### 3.2 PREPARATION OF UNCHANGED GRADES

- A. Where lawns are to be planted in areas not altered or disturbed by excavating, grading, or stripping, prepare soil for seeding as follows:
  1. Till to a depth of not less than 6 inches (15cm).
  2. Apply soil amendments and initial fertilizers as specified.
  3. Remove high areas and fill in depressions.
  4. Till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.
    - a. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such materials off the site; do not turn over into soil being prepared for lawns.
    - b. Apply specified commercial fertilizer at rates specified and thoroughly mixed into upper 2 inches (5 cm) of topsoil. Delay application of fertilizer, if lawn planting will not follow within one week.

### 3.3 SEEDING

- A. Apply seed only when wind velocities are less than five (5) miles per hour (9km/hr).
- B. Sow half the seed with mechanical seeder.
- C. Sow remaining half of the seed at right angles to the direction of the first seeding pattern, using the same method.
- D. Apply seed at the rate of 4 pounds (1.5 kg) per 1,000 square feet (92.9 sq. meters) of disturbed area.

- E. Cover seed to a depth of 1/8-inch (3mm) by raking, harrowing, or cultipacking.
- F. Roll seeded area with roller weighing no more than 150 pounds per foot of roller width.
- G. Water seeded areas to a depth of four (4) inches (10cm) as required during the maintenance period.

### 3.4 MULCHING

- A. Spread straw uniformly over seeded area with 75% ground coverage and at least 1-1/2 inches loose depth.
  - 1. If, in the opinion of the Engineer, wind will disrupt the mulching, apply asphalt emulsion at a rate of 10 gallons (37.81) per 1,000 square feet (92.9 m<sup>2</sup>).
- B. Place mulching blanket in accordance with submitted manufacturer's recommendations.
- C. Place bonded fiber matrix mulch material, EcoAegis, at a rate of 3,500 to 4,100 pounds per acre, based on manufacturer's recommendations.

### 3.5 HYDROSEEDING

- A. Mix specified seed, fertilizer, and pulverized mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
- B. Apply slurry uniformly to all areas to be seeded. Rate of application as required to obtain specified seed sowing rate.

### 3.6 PROTECTION

- A. Immediately after seeding, erect barricades and warning signs as required to protect newly planted areas from pedestrian and vehicular traffic. Maintain barricades throughout maintenance period until grass and/or turf is established.
- B. Repair or replace damaged landscape work as directed by Engineer.

### 3.7 MAINTENANCE

- A. Begin maintenance immediately after seed placement.
- B. Watering:
  - 1. Keep soil moist during seed germination period.
  - 2. Supplement rainfall to produce a total depth penetration of 2 inches per day after germination.
  - 3. Prevent erosion and displacement of seed.
- C. Mowing:
  - 1. When grass reaches 4 inches in height, mow to 2-1/2 inches in height.
  - 2. Maintain grass between 1-1/2 inches and 2-1/2 inches in height.
  - 3. Do not cut off more than 30% of grass leaf in a single mowing.
  - 4. Remove grass clippings.
- D. Reseed and mulch spots larger than 1 square foot not having uniform coverage.

- E. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- F. Maintain and protect all seeded areas until final acceptance of the Contract.

### 3.8 FINAL ACCEPTANCE

- A. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage.
  - 1. Portions of the lawn areas may be accepted at various times at the discretion of the **Engineer**.
- B. Upon acceptance by the Engineer of a seeded area, the Owner will immediately assume responsibility for maintenance and protection of that portion of the Contract seeding.

END OF SECTION



# MARION HIGH SCHOOL TRACK RESURFACING IMPROVEMENTS

SEPTEMBER, 2024

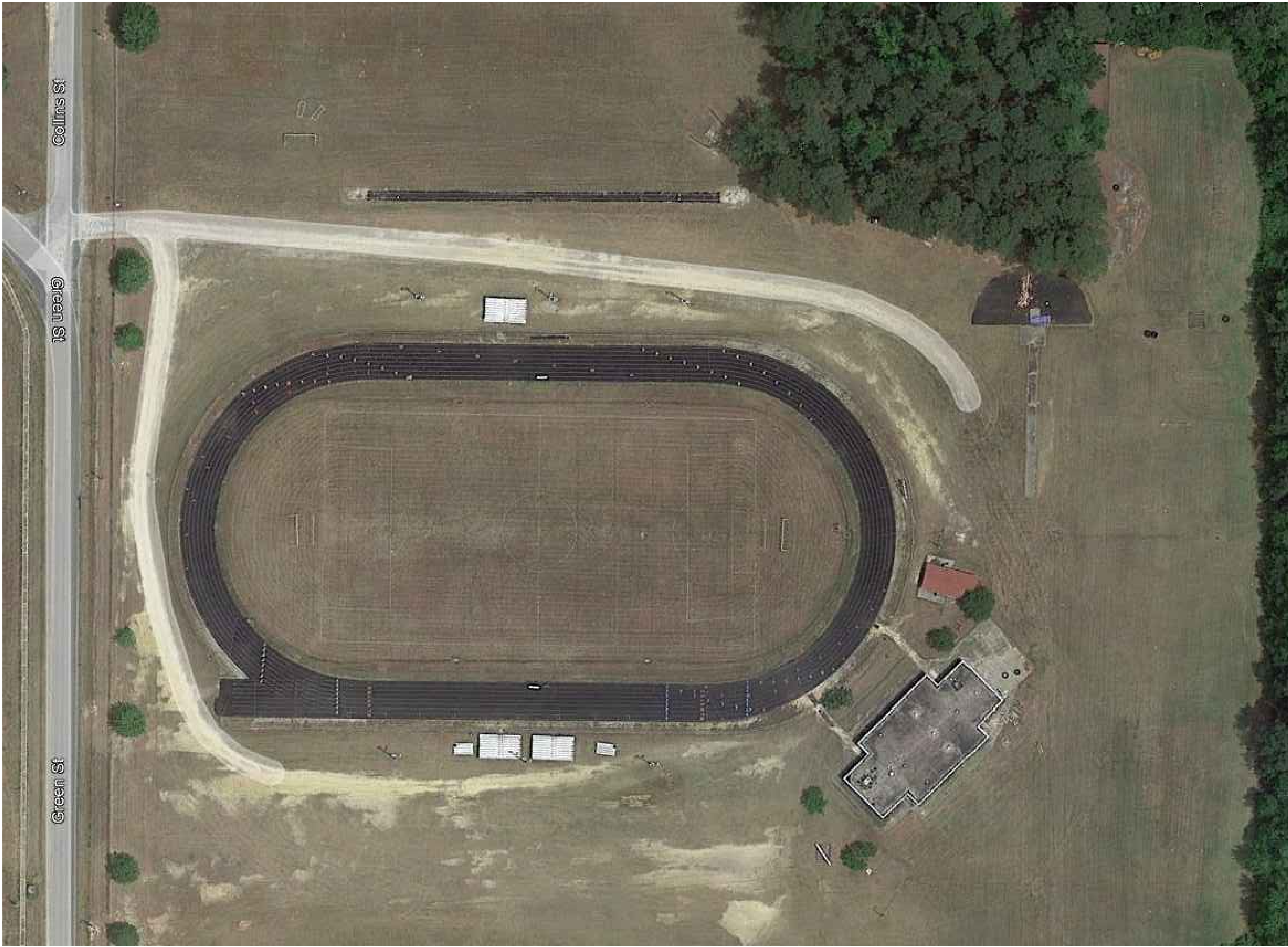
## 100% DESIGN - CONSTRUCTION DOCUMENTS Sheet Index

### SITE PLANS

Sheet Number	Sheet Title
G-000	COVER SHEET
C-001	EXISTING CONDITIONS AND DEMOLITION PLAN
C-100	LAYOUT PLAN
C-600	SITE DETAILS

## MARION COUNTY SCHOOLS 1205 S Main St, Marion, SC 29571

### SITE VICINITY MAP SCALE: NOT TO SCALE



MARION HIGH SCHOOL TRACK AND FIELD  
SCALE: NOT TO SCALE

MARION HIGH  
SCHOOL  
1205 S Main St,  
Marion, SC 29571



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SIGNATURE SHALL STAMP THE DOCUMENT AND INCLUDE THE  
REASON FOR THE ALTERATION, AND A BRIEF DESCRIPTION  
OF THE ALTERATION.

TRACK RESURFACING

No.	Submit / Revision	Appr.	By	Date

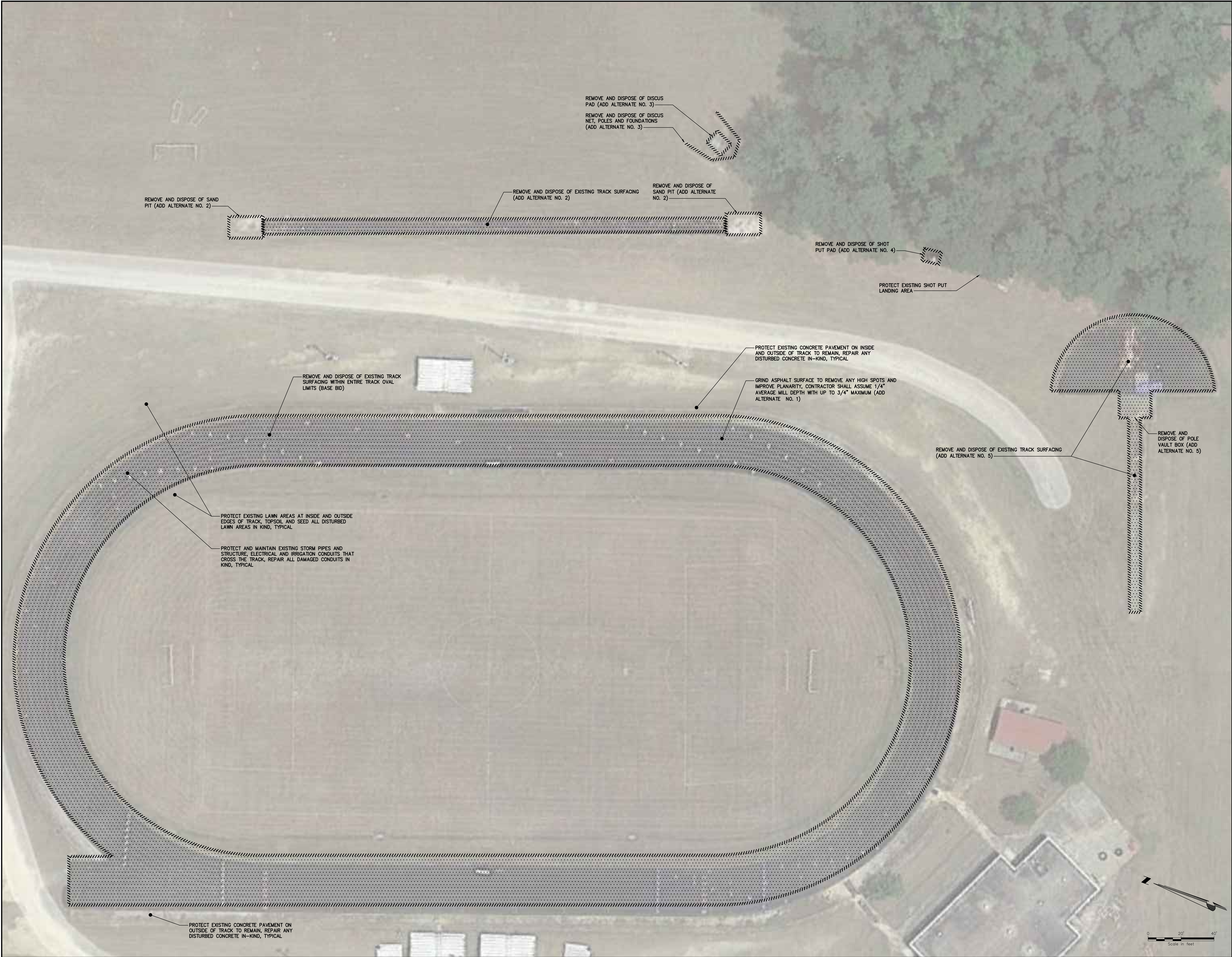
COVER SHEET

Designed By: JRP	Drawn By: CL	Checked By: PG
Issue Date: 9/12/24	Project No: 084735	Scale: AS SHOWN

Drawing No.:  
**G-000**



File: \\PROJECTS\ANY\6\084735\00\09\DESIGN DRAWINGS\01-SHEETS\C-001 EXISTING CONDITIONS AND DEMOLITION PLAN.DWG  
Saved: 8/12/2024 12:30:35 PM Printed: 9/12/2024 12:43:25 PM Current User: Lindsey\_Cooper Last Modified By: 6170



REMOVE AND DISPOSE OF DISCUS  
PAD (ADD ALTERNATE NO. 3)  
REMOVE AND DISPOSE OF DISCUS  
NET, POLES AND FOUNDATIONS  
(ADD ALTERNATE NO. 3)

REMOVE AND DISPOSE OF SAND  
PIT (ADD ALTERNATE NO. 2)

REMOVE AND DISPOSE OF EXISTING TRACK SURFACING  
(ADD ALTERNATE NO. 2)

REMOVE AND DISPOSE OF  
SAND PIT (ADD ALTERNATE  
NO. 2)

REMOVE AND DISPOSE OF SHOT  
PUT PAD (ADD ALTERNATE NO. 4)

PROTECT EXISTING SHOT PUT  
LANDING AREA

REMOVE AND DISPOSE OF EXISTING TRACK  
SURFACING WITHIN ENTIRE TRACK OVAL  
LIMITS (BASE BID)

PROTECT EXISTING CONCRETE PAVEMENT ON INSIDE  
AND OUTSIDE OF TRACK TO REMAIN, REPAIR ANY  
DISTURBED CONCRETE IN-KIND, TYPICAL

GRIND ASPHALT SURFACE TO REMOVE ANY HIGH SPOTS AND  
IMPROVE PLANARITY, CONTRACTOR SHALL ASSUME 1/4"  
AVERAGE MILL DEPTH WITH UP TO 3/4" MAXIMUM (ADD  
ALTERNATE NO. 1)

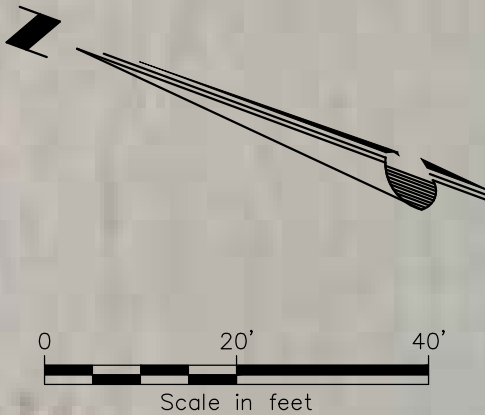
REMOVE AND DISPOSE OF EXISTING TRACK SURFACING  
(ADD ALTERNATE NO. 5)

REMOVE AND  
DISPOSE OF POLE  
VAULT BOX (ADD  
ALTERNATE NO. 5)

PROTECT EXISTING LAWN AREAS AT INSIDE AND OUTSIDE  
EDGES OF TRACK, TOPSOIL AND SEED ALL DISTURBED  
LAWN AREAS IN KIND, TYPICAL

PROTECT AND MAINTAIN EXISTING STORM PIPES AND  
STRUCTURE, ELECTRICAL AND IRRIGATION CONDUITS THAT  
CROSS THE TRACK, REPAIR ALL DAMAGED CONDUITS IN  
KIND, TYPICAL

PROTECT EXISTING CONCRETE PAVEMENT ON  
OUTSIDE OF TRACK TO REMAIN, REPAIR ANY  
DISTURBED CONCRETE IN-KIND, TYPICAL



MARION HIGH  
SCHOOL

1205 S Main St,  
Marion, SC 29571



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TRACK RESURFACING

No.	Submittal / Revision	App'd.	By	Date

EXISTING  
CONDITIONS AND  
DEMOLITION PLAN

Designed By: JRP	Drawn By: CL	Checked By: PG
Issue Date: 9/12/24	Project No: 084735	Scale: AS SHOWN

Drawing No.:  
**C-001**



MARION HIGH  
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## TRACK RESURFACING

[illegible]

## LAYOUT PLAN

Drawn By:	Drawn By:	Checked By:
CL	CL	FL

Effective Date:	Project No:	Scope:
2/24	084735	AS S

Drawing No.:

# C-100



