



COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

LETTER OF EXTENSION

March 15, 2024

Mike Imbornone
Signature Tennis Courts, Inc
1025 Rose Creek Dr
Suite 620-244
Woodstock, Ga 30189

Dear Mr. Imbornone:

The Cobb County Purchasing Department is issuing this "Letter of Extension" regarding **Sealed Bid #22-6663 – Court Construction and Maintenance- Annual Contract.**

The "extension" is in accordance with the terms and conditions stipulated in the sealed bid specifications. A condition of the bid award is the vendor's agreement to extend all pricing, terms and conditions quoted herein to any Cobb County governmental entity under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority. The Purchasing Director's signature authorizes procurement for *said* bid.

Pricing shall remain firm until **June 12, 2025**. Upon receipt of this Letter of Extension, any changes and/or deletions in pricing or terms and conditions of your offer must be in writing within thirty (30) days of the proposed change or deletion and approved by the Purchasing Director. Purchase orders will be issued as the need arises for your commodity or service.

The Cobb County Purchasing Department anticipates a mutually rewarding business arrangement and appreciates your interest in doing business with Cobb County Government.

Respectfully,

Roger Ball
Purchasing Director

cc: Jordan Wood



COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 / Fax: (770) 528-8428
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

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

**COBB COUNTY PURCHASING DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060**

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

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

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

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

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

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

Thank you in advance for your cooperation.

Advertisement for Bids

Sealed bids will be received before **12:00 noon, May 12, 2022** in the

**Cobb County Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060**

For furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda.

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

**Sealed Bid # 22 – 6663
Annual Contract
Court Construction and Maintenance
Cobb County PARKS Department**

Bids are opened at 2:00 p.m. at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia 30060.

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

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

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website: www.cobbcounty.org/purchasing.

Advertise: April 29
 May 6



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060

BID/PROJECT NUMBER: 22-
Annual Contract
Court Construction and Maintenance
Cobb County PARKS Department

DELIVERY DEADLINE: MAY 12, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: May 12, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

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

The enclosed (or attached) bid is in response to Bid Number **22-6663**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060

SEALED BID # 22-6663 DATE: May 12, 2022

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

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

VENDOR: _____

LABEL *MUST* BE ATTACHED TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
Sealed Bid Number 22-6663
Annual Contract
Court Construction and Maintenance
Cobb County PARKS Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street NE, Marietta, GA. 30060 -Fax # 770-528-8428**

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

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

Please PRINT the following:

_____ Company

_____ Representative

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



Cobb County...Expect the Best!

INVITATION TO BID

Sealed Bid # 22-6663

**Annual Contract
Court Construction and Maintenance
Cobb County PARKS Department**

Bid Opening Date: May 12, 2022

**Bids Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
Before 12:00 (Noon) By the Bid Opening Date**

**Bids Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

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

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

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

**Invitation to Bid
Annual Contract
Court Construction and Maintenance
Cobb County PARKS Department
Sealed Bid #22-6663**

Introduction

The Cobb County PARKS Department (“PARKS”, “County”, or “Owner”) is requesting bids from qualified vendors (“Contractor”) for the Annual Contract for Tennis Court Construction and Maintenance at various County Parks as described herein.

Bids shall be received before **12:00 PM on May 12, 2022** at the Cobb County Purchasing Department located at 122 Waddell Street NE, Marietta, Georgia, 30060. Late bids will not be accepted.

Vendors are to submit an original and one (1) copy to the Cobb County Purchasing Department.

Written inquiries regarding this Invitation to Bid must be addressed to:

Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-8428
Email: purchasing@cobbcountry.org

The deadline for questions to be submitted is 5:00 PM on May 3, 2022.

Scope of Services

The PARKS system has 122 hard surface regulation tennis/pickleball courts, six (6) 36’ mini-courts and four (4) basketball courts in their system. The annual contract will be for regular maintenance/construction of these courts as needed, pending approval of funding from the Board of Commissioners (BOC). It is anticipated that a request for funding will be made in the fiscal year 2022-2023 for the following projects:

- Resurfacing and crack repair of four (4) tennis courts at Wildhorse Creek Park
- Resurfacing and crack repair of four (4) tennis courts at Larry Bell Park.

Please keep in mind that these are the expected projects for 2022-2023 but approval must go through the Parks Director and then through the BOC. At this time, these projects have not been funded. No projects are guaranteed, and the County is under no obligation to purchase the services for any of these projects.

All regulation size tennis courts in the PARKS system have two (2) sets of court lines – the regulation court lines and USTA approved mini-court lines (either 60’ or 36’). All tennis court projects moving forward will have these two (2) sets of lines included. In some cases, Pickle Ball court lines will be used as the second set of lines instead of mini-court lines. This will be determined by County staff on a site-by-site basis.

SECTION I

ASPHALT TENNIS COURT CONSTRUCTION

1.0 SCOPE

The scope of Asphalt Tennis Court Construction covers all aspects of the construction of new tennis courts in the Cobb County PARKS system. Locations shall be determined by the County. New tennis court construction will be done on an as needed basis. The area of court construction will be rough graded by Cobb County prior to beginning tennis court construction. Tennis court construction shall include site preparation, final grading, construction of tennis courts, installation of fencing, and application of color coating surfacing material.

In situations where lighting and/or concrete work (drainage flumes, sidewalks, etc.) is required, these items shall be completed by other companies under contract with the County. In these situations, the tennis court contractor shall be required to work with and coordinate scheduling of processes to effectively complete the job.

1.01 LOCATION

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

1.02 MEASUREMENT

Vendors must bid a unit cost per court for the construction of asphalt tennis courts.

There are two (2) sizes of tennis courts:

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

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

1.03 PAYMENT

Materials and labor required for construction must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, net posts, sleeves and center strap anchors, any dirt (red clay) for compaction, tack coat, and two contrasting colors shall be included in the unit cost per court.

1.04 MATERIALS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor, and all things necessary to:
 - 1. Prepare sub-base and install all stone base, asphalt and color surface materials as specified.
 - 2. Install all nets, net tension devices, net posts, fencing and fence posts with new materials as specified on drawings (or approved equal).
 - 3. Color coat and stripe courts as specified. Color coat and stripe must be applied per the manufacturer's specifications for the materials used.

- B. Stone for graded aggregate base course must be crusher run, of uniform quality throughout, one hundred percent passing through a one and one-half inch sieve in accordance with the Georgia Department of Transportation Standard Specifications.

- C. Bituminous concrete for the leveling course shall be Type "B" in accordance with the Georgia Department of Transportation Standard Specifications.

- D. Bituminous concrete for the surface course shall be Type "F" in accordance with the Georgia Department of Transportation Standard Specifications.

- E. Surfacer/Leveler shall be Sport Fill Surfacer and Super Sport with Spinflex Acrylic Surfacer or approved equal.
 - 1. Materials must be applied according to manufacturer's specifications.
 - 2. All materials must be delivered to the site in the manufacturer's original package or container. Contractor is responsible for all materials stored on site.

- F. Testing.
 - 1. An independent Testing Laboratory approved by the County, and paid for by the County, shall be retained for service for quality control testing during earthwork operations as specified below.
 - 2. Testing Laboratory Services
 - a. Compaction tests.
 - b. Field density tests.
 - c. Inspect and test sub-grades and proposed fill materials.

3. Contractor's duties relative to testing

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

1.05 INSTALLATION

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

1.06 GRADED AGGREGATE BASE

The Graded Aggregate Base shall consist of four (4) inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course must be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

1.07 ASPHALT LEVELING COURSE

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

1.08 ASPHALT SURFACE COURSE

The asphalt surface course Type "F" must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course must not be less than one inch and compaction shall achieve one hundred percent maximum density. This course must be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge in any direction. Upon completion of the placement and rolling, the court must be flooded with water in the presence of the Tennis Manager and any depressions holding water deeper than 1/8 inch shall be leveled.

1.09 SITE CONDITIONS

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

1.10 PREPARATION OF SUB-GRADE

- A. The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four (4) inches of soil. The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by the soil-testing group to ensure such compaction. At the Tennis Manager's discretion, these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. All areas which fail to meet this compaction requirement or are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and tested again. Under no circumstances shall the Contractor cover any sub-grade until it has been adequately tested and accepted.
- B. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- D. The entire sub-grade and all areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with all Federal, State and local regulations in the use of all herbicides.

1.11 SURFACE PREPARATION

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

B. Prime Coat

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

C. Tack Coat

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

1.12 CONSTRUCTION METHODS

- A. Prior to arrival of the mixture on the work, the prepared surface, primed or tack coated as specified, must be cleaned of all loose and foreign material. The mixture shall not be placed on a surface which shows evidence of moisture.
- B. The mixture must be transported from the paving plant to work in airtight vehicles previously cleaned of foreign materials. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless artificial light, satisfactory to the Tennis Manager, is provided.

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

1.13 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

All net posts shall be installed per the following specifications.

1. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
2. The concrete shall attain compression strength of not less than 3,500 pounds per square inch 28 days after paving.
3. Net posts shall be galvanized steel having an outside diameter of no less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a

height of forty-two inches above the court surface at the net posts. Post shall be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.

1.14 ACRYLIC RESURFACING

- A. The surface course must cure for a minimum of 14 days prior to the application of any patching or surfacing material.
- B. Prior to applying resurfacing, the court surface must be flooded with water and any depressions (bird baths) holding water deeper than 1/8 inch shall be patched and leveled.
- C. Sport Fill must be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material must be homogenous, and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.
- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three (3) applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface must be smooth and free of ridges, valleys and tool marks.
- G. At no time will more than four (4) courts be out of service at one time unless prior approval has been obtained from the Cobb County PARKS Tennis Manager or his designee.
- H. The tennis courts shall be colored in two contrasting colors chosen by Cobb County PARKS.
- I. All questions concerning court dimensions shall be answered by the Tennis Manager.

1.15 PLAYING LINES

After the resurfacers have thoroughly cured, playing lines must be accurately located and marked in accordance with rules of the United States Tennis Association (USTA), and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have additional USTA approved mini-court lines (60' or 36') (see Appendix A-4) or Pickle Ball lines (see Appendix A-5) applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County PARKS.** The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

1.16 FENCING

- A. All fencing around the tennis courts shall be replaced with new materials. Fence posts shall be in alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- B. Fence fabric must be adjusted so that the bottom of the fabric shall be 3/4 inch (plus or minus 1/4 inch) from the court surface. Under no circumstances will fencing be accepted where tennis balls can escape the court under the fence or gate areas.
- C. Fencing shall be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten (10) foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
- C. Pedestrian gates must have 4-foot openings.
- D. Materials
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the 10-foot fence, end, corner, and gateposts shall be 3-inch outside diameter schedule 40 pipe.
 - 3. Line posts for the 10-foot fence shall be 2-1/2 inches outside diameter schedule 40 pipe.
 - 4. Top and bottom rails for the 10-foot fence shall be 1-5/8 inch outside diameter schedule 20 pipe. Top and bottom rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3-inch outside diameter pipe schedule 40 pipe. Gateposts for vehicular gates shall be 4-inch outside diameter schedule 40 pipe.
 - 6. Braces must be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
 - 7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
 - 8. The 10-foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
 - 9. Gate frames shall be of 1.9 inch outside diameter schedule 40 pipe. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180-degrees. Gates shall be suitably braced and reinforced to prevent sagging.

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

E. Construction

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

1.17 CLEAN-UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean-up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

1.18 WEATHER LIMITATIONS

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

1.19 WARRANTY

The Contractor shall warrant all that all workmanship, design and materials shall be free of defects for a period of one (1) year from County acceptance of the completed project. If any part of the Contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

1.20 SILENCE OF SPECIFICATIONS

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

END OF SECTION

SECTION II

ASPHALT TENNIS COURT RECONSTRUCTION

2.0 SCOPE

The scope of Asphalt Tennis Court Reconstruction covers all aspects of the reconstruction of existing tennis courts in the Cobb County PARKS system. Locations shall be determined by the County. Tennis court reconstruction will be done on an as needed basis. Tennis court reconstruction shall include site preparation, final grading, hauling of existing tennis court materials, construction of tennis courts, installation of fencing, and application of color coating surfacing material.

In situations where lighting and/or concrete work (drainage flumes, sidewalks, etc.) is required, these items shall be completed by other companies under contract with the County. In these situations, the tennis court contractor shall be required to work with and coordinate scheduling of processes to effectively complete the job.

2.01 LOCATION

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

2.02 MEASUREMENT

Vendors must bid a unit cost per court for the reconstruction of asphalt tennis courts.

There are two (2) sizes of tennis courts:

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

All existing tennis courts in the Cobb County PARKS system are built in batteries of 2 - 4 courts.

2.03 PAYMENT

Materials and labor required for construction must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, net posts, sleeves and center strap anchors, any dirt (red clay) for compaction, tack coat, and two contrasting colors shall be included in the unit cost per court.

2.04 MATERIALS

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

2. Testing Laboratory Services
 - a. Compaction tests.
 - b. Field density tests.
 - c. Inspect and test sub-grades and proposed fill materials.
3. Contractor's duties relative to testing
 - a. Notifying laboratory of conditions requiring testing.
 - b. Coordinating with laboratory for field-testing.
 - c. Providing representative individual samples to laboratory for test purposes. Provide 50 lb. samples of each soil type or base material requested.

2.05 INSTALLATION

Demolition: All materials removed in the demolition of the old tennis courts shall be hauled to an approved landfill site at the expense of the Contractor, in accordance with Cobb County requirements.

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

2.06 GRADED AGGREGATE BASE

The Graded Aggregate Base shall consist of four (4) inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course must be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

2.07 ASPHALT LEVELING COURSE

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

2.08 ASPHALT SURFACE COURSE

The asphalt surface course Type "F" must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course shall not be less than one inch and compaction shall achieve one hundred percent maximum density. This course shall be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge

in any direction. Upon completion of the placement and rolling the court shall be flooded with water in the presence of the Tennis Manager and any depressions holding water deeper than 1/8 inch shall be leveled.

2.09 SITE CONDITIONS

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

2.10 PREPARATION OF SUB-GRADE

- A. The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four (4) inches of soil. The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by the soil-testing group to ensure such compaction. At the Tennis Manager's discretion, these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. All areas which fail to meet this compaction requirement or are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and testing again. Under no circumstances shall the contractor cover any sub-grade until it has been adequately tested and accepted.
- B. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- D. The entire sub-grade and all areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with all Federal, State and local regulations in the use of all herbicides.

2.11 SURFACE PREPARATION

A. Base Course

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

B. Prime Coat

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

C. Tack Coat

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

2.12 CONSTRUCTION METHODS

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

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

2.13 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

All net posts shall be installed as per specified below:

1. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
2. One such sack of cement to not more than six gallons of water. The concrete shall attain compression strength of not less than 3,500 pounds per square inch 28 days after paving.
3. Net posts shall be galvanized steel having an outside diameter of no less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of forty-two inches above the court surface at the net posts. Post shall be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.
4. The center Strap Anchor shall be set in a concrete footing measuring 12 inches by 12 inches by 12 inches.

2.14 ACRYLIC SURFACING

- A. The surface course must cure for a minimum of 14 days prior to the application of any patching or surfacing material.
- B. Prior to applying resurfacing, the court surface must be flooded with water and any depressions (bird baths) holding water deeper than 1/8 inch shall be patched and leveled.
- C. Sport Fill shall be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material shall be homogenous, and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.
- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface shall be smooth and free of ridges, valleys and tool marks.
- G. At no time will more than four (4) courts be out of service at one time, unless prior approval has been obtained from the Cobb County PARKS Tennis Manager or his designee.

- H. The tennis courts shall be colored in two contrasting colors chosen by Cobb County PARKS.
- I. All questions concerning court dimensions shall be answered by the Tennis Manager.

2.15 PLAYING LINES

After the resurfacers has thoroughly cured, two-inch wide playing lines must be accurately located and marked in accordance with rules of the United States Tennis Association and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full-size court will have additional USTA approved mini-court lines (60' or 36') (see Appendix A-4) or Pickle Ball lines (see Appendix A-5) applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County PARKS.** The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting shall be done by skilled workmen with suitable equipment.

2.16 FENCING

- A. All fencing around the tennis courts must be replaced with new materials to its original configuration unless otherwise directed by the Tennis Manager. Fence posts shall be in alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- B. Fence fabric must be adjusted so that the bottom of the fabric shall be 3/4 inch (plus or minus 1/4 inch) from the court surface.
- C. Fencing shall be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten (10) foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
- D. Pedestrian gates must have 4-foot openings.
- E. Materials
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the 10-foot fence, end, corner, and gateposts shall be 3-inch outside diameter schedule 40 pipe.
 - 3. Line posts for the 10-foot fence shall be 2-1/2 inches outside diameter schedule 40 pipe.
 - 4. Top and bottom rails for the 10-foot fence shall be 1-5/8 inch outside diameter schedule 20 pipe. Top and bottom rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3-inch outside diameter schedule 40 pipe. Gateposts for vehicular gates shall be 4-inch outside diameter schedule 40 pipe.

6. Braces must be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
8. The 10-foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh. The fabric shall have a knuckled selvage along both top and bottom rails.
9. Gate frames shall be of 1.9 inch outside diameter schedule 40 pipe. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180-degrees. Gates shall be suitably braced and reinforced to prevent sagging.
10. All materials entering the construction of required fencing shall be heavily galvanized by the hot-dip process.
11. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed 18 inches.

F. Construction

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

2.17 CLEAN-UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean-up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

2.18 WEATHER LIMITATIONS

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

2.19 WARRANTY

The Contractor shall Warrant that all workmanship, design, and materials shall be free of defects, for a period of one (1) year from County acceptance of the completed project. If any part of the Contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

2.20 SILENCE OF SPECIFICATIONS

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

END OF SECTION

SECTION III
PERMAPAVE® / PERMAFLEX® TENNIS COURT RESURFACING

3.00 SCOPE

The scope of PERMAPAVE®/PERMAFLEX® TENNIS COURT RESURFACING covers all aspects of resurfacing and repairs of existing tennis courts in the Cobb County PARKS system using Permapave or Permafex tennis court material. Locations shall be determined by the County. Permapave or Permafex repair will be done on an as needed basis. Permapave or Permafex repair shall include site preparation, repair of all cracks, surface problems, and application of Permapave or Permafex materials. Cracks will be covered with an 18-inch wide geotex fabric. Permapave or Permafex products will be two-inch compacted and a one-inch topping of type F asphalt to be installed according to manufacturer's specifications.

Tennis court work repaired using Permapave or Permafex will also include replacement of wire fencing and hardware, replacement of net posts, nets, center strap anchor and center strap.

3.01 LOCATION

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

3.02 MEASUREMENT

Vendor must bid a unit cost per court for the resurfacing and repair using Permapave or Permafex materials and specifications. There are two (2) sizes of tennis courts:

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

All existing tennis courts in the Cobb County PARKS system are built in batteries of 2 - 4 courts.

3.03 PAYMENT

Materials and labor required for resurfacing and repair must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement and fencing removal, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all materials (including water and sand), required court markings, repairs, maintenance, earthwork, site drainage, erosion control, and grassing shall be included in the unit cost per court.

3.04 SURFACING MATERIALS AND APPLICATIONS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor and all things necessary to:
 1. Clean tennis courts.
 2. Apply herbicide.
 3. Fill all cracks
 4. Level all bird baths.
 5. Apply surfacing material, color coating and stripes.
 6. Clean up site.

- B. Asphalt materials shall be Permapave or Permaflex. Surface materials, as specified, shall be Maxi-Flex Acrylic surfacer, Duracrack Crack Filler, and Sport Fill Leveling Surfacer or approved equivalent. The surfacing material must be acrylic.
- C. Materials shall be applied in accordance with the manufacturer's specifications.
- D. All materials shall be delivered to the site in the manufacturer's original package or container.
- E. The tennis courts shall be colored in two contrasting colors chosen by Cobb County PARKS.
- F. All surfaces shall be thoroughly cleaned, and loose material shall be scraped and swept. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys. It shall be thoroughly cleaned by brushing and/or a mechanical blower followed by a water flushing.
- G. Bird Baths: Completed work shall not have bird baths. Once surface has been applied, the court surface shall be flooded with water and any depressions (bird baths) holding water deeper than one-eighth inch shall be patched and leveled.
- H. Cracks shall be repaired and sealed as follows:
 - 1. Clean out cracks and spray with a non-selective herbicide (Monsanto, Roundup or approved equal), to kill all grass and weeds.
 - 2. Pack crack with Duracrack crack filler or equivalent until level with existing court surface.
 - 3. Resurface court with approved acrylic material.
- I. Flaking: All areas where existing surface is flaking shall be cleaned and leveled before new surface is applied.
- J. Fill shall be applied to the clean underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to any dilutions.
- K. Surface shall be applied on a clean dry underlying surface in three (3) applications to obtain the total application rate suggested by the manufacturer. A certification of mixture may be requested by the Owner to verify the application rate. The certification, if requested, will be furnished by the Contractor at no cost to the Owner.
- L. The finished surface shall be smooth and free of ridges, valleys and tool marks.

3.05 PLAYING LINES

After the surface has thoroughly cured, two playing lines shall be accurately located and marked in accordance with rules of the United States Tennis Association (USTA) and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full-size court will have additional USTA approved mini-court lines (60' or 36') (see Appendix A-4) or Pickle Ball lines (see Appendix A-5) applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County PARKS.** The use of traffic, oil, alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

3.06 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

All net posts shall be installed per the following specifications:

1. Post foundations shall not be less than 24 inches in diameter at the top, not less than 30 inches in diameter at the bottom, and not less than 36 inches in depth.
2. The concrete shall attain a compression strength of not less than 3,500 pounds per square inch 28 days after paving.
3. Net posts shall be galvanized steel having an outside diameter of not less than 2-7/8 inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of 42 inches above the court surface at the net posts. Post shall be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.
4. The center strap anchor shall be set in a concrete footing measuring 12 inches by 12 inches by 12 inches.

3.07 FENCING

- A. Unless otherwise specified, fencing and gates shall be replaced in the configuration exactly as existed on the old courts. Exceptions will be made in writing and agreed upon by the Owner and Contractor.
- B. All fencing fabric and hardware around the tennis courts shall be replaced with new materials. Existing fence posts shall be painted, with all damaged posts replaced, aligned, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- C. Fence fabric must be adjusted so that the bottom of the fabric shall be 3/4 inch plus or minus 1/4 inch from the court surface. Under no circumstances will fencing be accepted where tennis balls are able to roll under fences or out of gate areas.

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

3.08 CLEAN UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels and spilled resurfacer materials shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in a trash barrel or dumpster located in the park. Use of ammonia during cleanup is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, scoreboards, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

3.09 WEATHER LIMITATIONS

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

3.10 WARRANTY

The Contractor shall warrant that all workmanship, design and materials shall be free of defects for a period of one (1) year, or per the material manufacturer's warranty period, whichever is greater, from County acceptance of the completed project. If any part of the Contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

3.11 SILENCE OF SPECIFICATIONS

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

END OF SECTION

SECTION IV

ASPHALT TENNIS COURT RESURFACING AND REPAIR

4.00 SCOPE

The scope of Asphalt Tennis Court Resurfacing and Repair covers all aspects of resurfacing and repairs of existing tennis courts in the Cobb County PARKS system. Locations shall be determined by the County. Tennis court resurfacing and repair will be done on an as needed basis. Tennis court resurfacing and repair shall include site preparation, repair of all cracks and surface problems, and application of surfacing materials.

Repair of severe tennis court cracks shall be done using Armor Crack Repair® or equivalent application. Use of other products must be shown to be equivalent in specifications and warranty to Armor Crack Repair as part of the bid process.

4.01 LOCATION

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

4.02 MEASUREMENT

Vendor must bid a unit cost per court for the resurfacing and repair of asphalt tennis courts.

There are two (2) sizes of tennis courts:

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

The resurfacing of the tennis court shall be the base cost per court. This cost shall include all aspects of the project including filling and repair of minor cracks. Severe crack repair using Armor Crack Repair or equivalent shall be measured in cost per linear foot. This cost will be added to the base cost on a per job basis, verified by County staff.

All existing tennis courts in the Cobb County PARKS system are built in batteries of 2 - 4 courts.

4.03 PAYMENT

Materials and labor required for resurfacing and repair must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement and fencing removal, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all materials (including water and sand), required court markings, repairs, maintenance, earthwork, site drainage, erosion control, and grassing shall be included in the unit cost per court.

4.03 SURFACING MATERIALS AND APPLICATIONS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor and all things necessary to:
 - 1. Clean tennis courts.
 - 2. Apply herbicide.
 - 3. Fill all cracks
 - 4. Level all bird baths.
 - 5. Apply surfacing material, color coating and stripes.
 - 6. Clean up site.
- B. Materials as specified shall be Maxi-Flex Acrylic surfacer, Duracrack Crack Filler, and Sport Fill Leveling Surfacer or approved equivalent. The surfacing material must be acrylic.
- C. Materials shall be applied in accordance with the manufacturer's specifications.
- D. All materials must be delivered to the site in the manufacturer's original package or container.
- E. The tennis courts shall be colored in two contrasting colors chosen by Cobb County PARKS.
- F. All surfaces shall be thoroughly cleaned, and loose material shall be scraped and swept. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys. It shall be thoroughly cleaned by brushing and/or a mechanical blower followed by a water flushing.
- G. Bird Baths: Prior to applying resurfacing, the court surface shall be flooded with water and any depressions (bird baths) holding water deeper than 1/8 inch shall be patched and leveled.
- H. Cracks shall be repaired and sealed as follows:
 - a. Clean out cracks and spray with a non-selective herbicide (Monsanto, Roundup or approved equal), to kill all grass and weeds.
 - b. Pack crack with Duracrack crack filler or equivalent until level with existing court surface.
 - c. Resurface court with approved acrylic material.
- I. Flaking: All areas where existing surface is flaking shall be cleaned and leveled before new surface is applied.
- J. Fill shall be applied to the clean underlying surface in one (1) application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to any dilutions.

- K . Surface shall be applied on a clean dry underlying surface in three (3) applications to obtain the total application rate suggested by the manufacturer. A certification of mixture may be requested by the Owner to verify the application rate. The certification, if requested, will be furnished by the Contractor at no cost to the Owner.
- L . The finished surface shall be smooth and free of ridges, valleys and tool marks.

4.05 PLAYING LINES

After the resurfacer has thoroughly cured, playing lines must be accurately located and marked in accordance with rules of the United States Tennis Association (USTA), and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full-size court will have additional USTA approved mini-court lines (60' or 36') (see Appendix A-4) or Pickle Ball lines (see Appendix A-5) applied as well as the standard court lines according to USTA guidelines unless specified otherwise by Cobb County PARKS.** The use of traffic, oil, alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

4.06 CLEAN UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean-up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, scoreboards, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

4.07 WEATHER LIMITATIONS

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

4.08 WARRANTY

The Contractor shall warrant that all workmanship, design and materials shall be free of defects for a period of one (1) year, or per the material manufacturer's warranty period, whichever is greater, from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

4.09 SILENCE OF SPECIFICATIONS

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

END OF SECTION

SECTION V

ASPHALT PICKLEBALL COURT CONSTRUCTION

5.0 SCOPE

The scope of Asphalt Pickleball Court Construction covers all aspects of the construction of new pickleball courts in the Cobb County PARKS system. Locations shall be determined by the County. New pickleball court construction will be done on an as needed basis. The area of court construction will be rough graded by Cobb County prior to beginning pickleball court construction. Pickleball court construction shall include site preparation, final grading, construction of pickleball courts, installation of fencing, and application of color coating surfacing material.

In situations where lighting and/or concrete work (drainage flumes, sidewalks, etc.) is required, these items shall be completed by other companies under contract with the County. In these situations, the court Contractor shall be required to work with and coordinate scheduling of processes to effectively complete the job.

5.01 LOCATION

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

5.02 MEASUREMENT

Vendors must bid a unit cost per court for the construction of asphalt pickleball courts.

1. Regulation size pickle ball court - 44' x 20'

5.03 PAYMENT

Materials and labor required for construction must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, net posts, sleeves and center strap anchors, any dirt (red clay) for compaction, tack coat, and two contrasting colors shall be included in the unit cost per court.

5.04 MATERIALS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor, and all things necessary to:
 1. Prepare sub-base and install all stone base, asphalt and color surface materials as specified.
 2. Install all nets, net tension devices, net posts, fencing and fence posts with new materials as specified on drawings or approved equal.
 3. Color coat and stripe courts as specified. Color coat and stripe must be applied per the manufacturer's specifications for the materials used.

- B. Stone for graded aggregate base course must be crusher run, of uniform quality throughout, one hundred percent passing through a one and one-half inch sieve in accordance with the Georgia Department of Transportation Standard Specifications.
- C. Bituminous concrete for the leveling course shall be Type "B" in accordance with the Georgia Department of Transportation Standard Specifications.
- D. Bituminous concrete for the surface course shall be Type "F" in accordance with the Georgia Department of Transportation Standard Specifications.
- E. Surfacer/Leveler shall be Sport Fill Surfacer and Super Sport with Spinflex Acrylic Surfacer or approved equal.
 - 1. Materials must be applied according to manufacturer's specifications.
 - 2. All materials must be delivered to the site in the manufacturer's original package or container. Contractor is responsible for all materials stored on site.
- F. Testing.

An independent Testing Laboratory approved by the County, and paid for by the County, shall be retained for service for quality control testing during earthwork operations as specified below.

- 1. Testing Laboratory Services
 - a. Compaction tests.
 - b. Field density tests.
 - c. Inspect and test sub-grades and proposed fill materials.
- 2. Contractor's duties relative to testing
 - a. Notifying laboratory of conditions requiring testing.
 - b. Coordinating with laboratory for field-testing.
 - c. Providing representative individual samples to laboratory for test purposes. Provide 50 lb. samples of each soil type or base material requested.

5.05 INSTALLATION

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

5.06 GRADED AGGREGATE BASE

The Graded Aggregate Base shall consist of four (4) inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course must be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

5.07 ASPHALT LEVELING COURSE

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

5.08 ASPHALT SURFACE COURSE

The asphalt surface course Type "F" must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course must not be less than one inch and compaction shall achieve one hundred percent maximum density. This course must be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge in any direction. Upon completion of the placement and rolling, the court must be flooded with water in the presence of the Tennis Manager and any depressions holding water deeper than 1/8 inch shall be leveled.

5.09 SITE CONDITIONS

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

5.10 PREPARATION OF SUB-GRADE

- A. The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four (4) inches of soil. The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by the soil-testing group to ensure such compaction. At the Tennis Manager's discretion, these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. All areas which fail to meet this compaction requirement or are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and tested again. Under no

circumstances shall the Contractor cover any sub-grade until it has been adequately tested and accepted.

- B. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- D. The entire sub-grade and all areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with all Federal, State and local regulations in the use of all herbicides.

5.11 SURFACE PREPARATION

A. Base Course

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

B. Prime Coat

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

C. Tack Coat

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

5.12 CONSTRUCTION METHODS

- A. Prior to arrival of the mixture on the work, the prepared surface, primed or tack coated as specified, must be cleaned of all loose and foreign material. The mixture shall not be placed on a surface which shows evidence of moisture.
- B. The mixture must be transported from the paving plant to work in airtight vehicles previously cleaned of foreign materials. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless artificial light, satisfactory to the Tennis Manager, is provided.
- C. The mixture must be laid upon an approved surface, spread, and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture over such partial width as may be practicable.
 1. The longitudinal joint in one layer shall offset that in the layer immediately below by approximately six (6) inches.
 2. Hand spreading will be permitted only on small areas inaccessible to the spreader.
 3. When more than one course is called for in these specifications, the succeeding course shall follow no later than 72 hours unless the preceding course is given a tack coat. If proper bond is not obtained between the two (2) courses, a tack coat shall be used even though the lapsed time has been less than 72 hours.
- D. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it bears the weight of the rollers without undue displacement.
 1. The number, weight, types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition.

2. Rolling shall start longitudinally at the sides and proceed toward the opposite side of the court, overlapping on successive trips by at least one-half of the width of the roller.
 3. The speed of the rollers shall be slow enough to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once by the use of rakes and the addition of fresh mixture as required. Rolling shall proceed continuously until all roller marks are eliminated and the required density is attained. To prevent adhesion of bituminous mixture, the rollers shall be kept moist for the full width of the rollers, but an excess of water will not be permitted.
- E. Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Tennis Manager.

5.13 NET POSTS, SLEEVES AND CENTER STRAP ANCHORS

All net posts shall be installed per the following specifications.

1. Post foundations shall not be less than twenty-four inches in diameter at the top, not less than thirty inches in diameter at the bottom, and not less than thirty-six inches in depth.
2. The concrete shall attain compression strength of not less than 3,500 pounds per square inch 28 days after paving.
2. Net posts shall be galvanized steel having an outside diameter of no less than two and seven eighths inches and shall be equipped with a lever or ratchet type net tightening device. Post shall be plumb and true so as to support the net at a height of thirty-six inches above the court surface at the net posts. Post shall be Douglas Premier or equivalent type net post with an external crank with a removable handle. Brass mechanisms (internal or external) will not be accepted.

5.14 ACRYLIC RESURFACING

- A. The surface course must cure for a minimum of 14 days prior to the application of any patching or surfacing material.
- B. Prior to applying resurfacing, the court surface must be flooded with water and any depressions (bird baths) holding water deeper than 1/8 inch shall be patched and leveled.
- C. Sport Fill must be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material must be homogenous, and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.

- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface must be smooth and free of ridges, valleys and tool marks.
- G. At no time will more than four (4) courts be out of service at one time unless prior approval has been obtained from the Cobb County PARKS Tennis Manager or his designee.
- H. The tennis courts shall be colored in two contrasting colors chosen by Cobb County PARKS.
- I. All questions concerning court dimensions shall be answered by the Tennis Manager.

5.15 PLAYING LINES

After the resurfacers have thoroughly cured, playing lines must be accurately located and marked in accordance with rules of the United States Pickleball Association (USPBA), and painted with a paint approved or recommended by the manufacturer of the color finish material. **Each full size court will have Pickleball lines (see Appendix A-5) according to US Pickleball Association guidelines unless specified otherwise by Cobb County PARKS.** The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

5.16 FENCING

- A. All fencing around the pickleball courts shall be replaced with new materials. Fence posts shall be in alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- B. Fence fabric must be adjusted so that the bottom of the fabric shall be 3/4 inch plus or minus 1/4 inch from the court surface. Under no circumstances will fencing be accepted where tennis balls can escape the court under the fence or gate areas.
- C. Fencing shall be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The six (6) foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh. Separation by a four-foot high fence will need to be included to separate pickleball courts in batteries of 4, 6, 8, 10 or 12, unless an odd number of courts is in the battery.
- D. Pedestrian gates must have 4-foot openings.
- E. Materials
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the 10-foot fence, end, corner, and gateposts shall be 3-inch outside diameter schedule 40 pipe.

3. Line posts for the 10-foot fence shall be 2-1/2 inches outside diameter schedule 40 pipe.
4. Top and bottom rails for the 10-foot fence shall be 1-5/8 inch outside diameter schedule 20 pipe. Top and bottom rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
5. Gate posts for pedestrian gates shall be 3-inch outside diameter pipe schedule 40 pipe. Gateposts for vehicular gates shall be 4-inch outside diameter schedule 40 pipe.
6. Braces must be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
8. The 10-foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
9. Gate frames shall be of 1.9 inch outside diameter schedule 40 pipe. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180-degrees. Gates shall be suitably braced and reinforced to prevent sagging.
10. All materials entering the construction of required fencing shall be heavily galvanized by the hot-dip process.

F. Construction

1. End, corner and gate posts must be set in a concrete base not less than 18 inches in diameter which shall extend at least three (3) inches below the bottom of the post. The post shall extend to a depth of at least three (3) feet below the surface of the ground. A brace shall be spaced midway in height of each end, corner and gatepost shall extend to the first line post. Braces shall be securely fastened to posts by means of malleable iron connections and trussed from line post back to end, corner or gatepost with a 3/8-inch diameter rod.
2. Line posts must be set in a concrete base not less than 12 inches in diameter which shall extend at least three (3) inches below the bottom of the post. The post shall extend to a depth of at least 30 inches below the surface of the ground. Line posts shall be equally spaced along the line of fence at not to exceed ten-foot intervals.

3. Top rail must be installed between line posts. Fabric shall not be erected until concrete has had sufficient time to cure. Chain link fabric shall be stretched to uniform tightness on the inside of the posts with suitable tools and shall be attached with No. 6 gauge galvanized wire clips securely clinched and attached by means of adjustable clamps. Fabric shall be fastened to line posts at 14-inch intervals. Fabric shall be attached to rail at 24-inch intervals by tie wires.
4. A No. 7 coil spring galvanized wire shall be stretched along the bottom of the fence and securely fastened to the posts. The chain link fabric shall be attached to the tension wire at intervals not to exceed 18 inches.

5.17 CLEAN-UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean-up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

5.18 WEATHER LIMITATIONS

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

5.19 WARRANTY

The Contractor shall warrant all that all workmanship, design and materials shall be free of defects for a period of one (1) year from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

5.20 SILENCE OF SPECIFICATIONS

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

END OF SECTION

SECTION VI

ASPHALT BASKETBALL COURT CONSTRUCTION

6.0 SCOPE

The scope of Asphalt Basketball Court Construction covers all aspects of the construction of new basketball courts in the Cobb County PARKS system. Locations shall be determined by the County. New basketball court construction will be done on an as needed basis. The area of court construction will be rough graded by Cobb County prior to beginning basketball court construction. Basketball court construction shall include site preparation, final grading, construction of basketball courts, installation of fencing, and application of color coating surfacing material, if requested.

In situations where lighting and/or concrete work (drainage flumes, sidewalks, etc.) is required, these items shall be completed by other companies under contract with the County. In these situations, the court Contractor shall be required to work with and coordinate scheduling of processes to effectively complete the job.

6.01 LOCATION

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

6.02 MEASUREMENT

Vendors must bid a unit cost per court for the construction of asphalt basketball courts.

- i. Regulation Size Basketball Court
- ii. Half-Court Basketball Court

6.03 PAYMENT

Materials and labor required for construction must be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for pavement, earthwork, soil testing, compaction testing, preparation of sub-base for furnishing, hauling, mixing, spreading and rolling of all material (including water and sand), required court markings, site drainage, grassing, reinstallation of fencing, all fence post, gates, stone, goals, any dirt (red clay) for compaction, tack coat and line colors shall be included in the unit cost per court.

6.04 MATERIALS

- A. The Contractor must furnish all necessary machinery, tools, apparatus, equipment, materials, labor, and all things necessary to:
 - 1. Prepare sub-base and install stone base, asphalt and color surface materials as specified.
 - 2. Install all goals, fencing and fence posts with new materials as specified on drawings or approved equal.
 - 3. Stripe courts as specified/requested. Stripe must be applied per the manufacturer's specifications for the materials used.

- B. Stone for graded aggregate base course must be crusher run, of uniform quality throughout, one hundred percent passing through a one and one-half inch sieve in accordance with the Georgia Department of Transportation Standard Specifications.
- C. Bituminous concrete for the leveling course shall be Type "B" in accordance with the Georgia Department of Transportation Standard Specifications.
- D. Bituminous concrete for the surface course shall be Type "F" in accordance with the Georgia Department of Transportation Standard Specifications.
- E. Surfacer/Leveler shall be Sport Fill Surfacer and Super Sport with Spinflex Acrylic Surfacer or approved equal.
 - 1. Materials must be applied according to manufacturer's specifications.
 - 2. All materials must be delivered to the site in the manufacturer's original package or container. Contractor is responsible for all materials stored on site.

F. Testing.

An independent Testing Laboratory approved by the County, and paid for by the County, shall be retained for service for quality control testing during earthwork operations as specified below.

1. Testing Laboratory Services

- d. Compaction tests.
- e. Field density tests.
- f. Inspect and test sub-grades and proposed fill materials.

2. Contractor's duties relative to testing

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

6.05 INSTALLATION

Final Grading: All excavating, filling, compacting, grading and leveling work required must be performed so that the finished sub grade is 3" - 4" above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 1% (1:100). Each court surface must slope on a true plane in the direction and have the same grade. Unless otherwise specified, basketball courts are to slope side-to-side.

6.06 GRADED AGGREGATE BASE

The Graded Aggregate Base shall consist of four (4) inches minimum finished thickness and crusher run stone compacted to a one hundred percent maximum dry density. This course must be laid to achieve the required slope with no variation greater than one-quarter inch along a fifteen-foot straight edge in any direction.

6.07 ASPHALT LEVELING COURSE

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

6.08 ASPHALT SURFACE COURSE

The asphalt surface course Type "F" must be placed in accordance with the Georgia Department of Transportation Standard Specifications. The compacted thickness of this course must not be less than one inch and compaction shall achieve one hundred percent maximum density. This course must be laid to obtain the required slope with no variations greater than one-eighth inch along an eighteen-foot straight edge in any direction. Upon completion of the placement and rolling, the court must be flooded with water in the presence of the Operations Division Manager and any depressions holding water deeper than 1/8 inch shall be leveled.

6.09 SITE CONDITIONS

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

6.10 PREPARATION OF SUB-GRADE

- A. The sub-grade shall be prepared by mixing the existing stone base material thoroughly with the top four (4) inches of soil. The sub-grade shall be shaped, rolled and thoroughly compacted to a uniform 95 percent maximum dry density (standard Proctor) throughout its entire length, width and depth. After the sub-grade has been thoroughly compacted, work shall cease until compaction tests have been conducted by the soil-testing group to ensure such compaction. At the Operations Division Manager's discretion, these tests may be supplemented or eliminated by proof of rolling by the contractor using a fully loaded dump truck. All areas which fail to meet this compaction requirement or are found to pump or shove during this proof rolling shall be removed and satisfactorily repaired and tested again. Under no circumstances shall the Contractor cover any sub-grade until it has been adequately tested and accepted.

- B. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of sub-grade. Provide and maintain de-watering equipment necessary to convey water away from excavations.
- D. The entire sub-grade and all areas to be covered with asphalt shall be thoroughly treated with Roundup or approved equal, in accordance with the manufacturer's directions and recommendations. Apply the solution of Roundup and water directly to the soil. (Roundup as manufactured by Monsanto Agricultural Products Company, St. Louis, Missouri 63166, phone 1-800-621-5199). The Contractor shall comply with all Federal, State and local regulations in the use of all herbicides.

6.11 SURFACE PREPARATION

A. Base Course

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

B. Prime Coat

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

C. Tack Coat

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

6.12 CONSTRUCTION METHODS

- A. Prior to arrival of the mixture on the work, the prepared surface, primed or tack coated as specified, must be cleaned of all loose and foreign material. The mixture shall not be placed on a surface which shows evidence of moisture.
- B. The mixture must be transported from the paving plant to work in airtight vehicles previously cleaned of foreign materials. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless artificial light, satisfactory to the Operations Division Manager, is provided.
- C. The mixture must be laid upon an approved surface, spread, and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture over such partial width as may be practicable.
 1. The longitudinal joint in one layer shall offset that in the layer immediately below by approximately six (6) inches.
 2. Hand spreading will be permitted only on small areas inaccessible to the spreader.
 3. When more than one course is called for in these specifications, the succeeding course shall follow no later than 72 hours unless the preceding course is given a tack coat. If proper bond is not obtained between the two (2) courses, a tack coat shall be used even though the lapsed time has been less than 72 hours.
- D. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it bears the weight of the rollers without undue displacement.
 1. The number, weight, types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition.
 2. Rolling shall start longitudinally at the sides and proceed toward the opposite side of the court, overlapping on successive trips by at least one-half of the width of the roller.

3. The speed of the rollers shall be slow enough to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once by the use of rakes and the addition of fresh mixture as required. Rolling shall proceed continuously until all roller marks are eliminated and the required density is attained. To prevent adhesion of bituminous mixture, the rollers shall be kept moist for the full width of the rollers, but an excess of water will not be permitted.
- D. Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Tennis Manager.

6.13 COURT POSTS

- A. All goal posts shall be installed per the following specifications.
1. Post foundations shall not be less than twenty-four inches (24") in diameter at the top, not less than thirty-six inches (36") in diameter at the bottom, and not less than thirty-six inches (36") in depth. Post wrapped in felt paper and 5/8" diameter steel anchor bar.
 2. The concrete shall attain compression strength of not less than 3,500 pounds per square inch 28 days after paving.
 3. Goal posts shall be galvanized steel having an outside diameter of no less than 5 9/16" OD goal post. See attached typical section.

6.14 ACRYLIC RESURFACING

- A. The surface course must cure for a minimum of 14 days prior to the application of any patching or surfacing material.
- B. Prior to applying resurfacing, the court surface must be flooded with water and any depressions (bird baths) holding water deeper than 1/8 inch shall be patched and leveled.
- C. Sport Fill must be applied to a clean dry underlying surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to dilution.
- D. Dilution of Sport Fill with water to obtain workability is permitted. The dilution material must be homogenous, and segregation shall not be tolerated. Water fogging on hot surfaces will be permitted prior to application but standing free water is prohibited.
- E. Super Sport 21 with Spinflex shall be applied on a clean dry surface in three applications to obtain a total minimum application rate of 81 gallons per court of material prior to any dilution, as recommended by the manufacturer. A certification of the mixture being applied may be requested by the Tennis Manager to verify its consistency. The certification, if requested, will be furnished by the Contractor at no cost to Owner.
- F. The finished surface must be smooth and free of ridges, valleys and tool marks.
- G. The basketball court lines shall be colored in colors chosen by Cobb County PARKS.
- H. All questions concerning court dimensions shall be answered by the Operations Division Manager.

6.15 PLAYING LINES

After the resurfacers have thoroughly cured, playing lines must be accurately located and marked in accordance with rules of the International Basketball Federation (FIBA), and painted with a paint approved or recommended by the manufacturer of the color finish material. The use of traffic, oil alkyd, or solvent vehicle type paints is prohibited. Painting must be done by skilled workmen with suitable equipment.

6.16 FENCING

- A. All fencing around the basketball courts shall be replaced with new materials. Fence posts shall be in alignment, all fabric securely tied, top rails straight and clamped off, all gates repaired and adjusted to open and close freely, and all gates equipped with a positive latching device that will accommodate padlocking.
- B. Fence fabric must be adjusted so that the bottom of the fabric shall be 3/4 inch (plus or minus 1/4 inch) from the court surface.
- C. Fencing shall be of the type as manufactured by the Cyclone Fence Company, American Fence Company, Anchor Post Products, Inc., or approved equal. The ten (10) foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.
- D. Pedestrian gates must have 4-foot openings.
- E. Materials
 - 1. Material for framework shall be steel conforming to the applicable requirements of the latest ASTM Standard Specifications, Serial Designation A36 for Structural Steel.
 - 2. For the 10-foot fence, end, corner, and gateposts shall be 3-inch outside diameter schedule 40 pipe.
 - 3. Line posts for the 10-foot fence shall be 2-1/2 inches outside diameter schedule 40 pipe.
 - 4. Top and bottom rails for the 10-foot fence shall be 1-5/8 inch outside diameter schedule 20 pipe. Top and bottom rails shall be provided with expansion rail couplings spaced at not less than 20-foot intervals.
 - 5. Gate posts for pedestrian gates shall be 3-inch outside diameter pipe schedule 40 pipe. Gateposts for vehicular gates shall be 4-inch outside diameter schedule 40 pipe.
 - 6. Braces must be provided at all corners and wherever fabric is not continuous, such as at gates or at other openings. Braces shall be of the same material as top rail.
 - 7. Fittings used in connection with the fence and gates shall be malleable or pressed steel.
 - 8. The 10-foot high fence shall be constructed of 6-gauge black vinyl-coated chain-link fabric with 1-3/4" mesh.

9. Gate frames shall be of 1.9 inch outside diameter schedule 40 pipe. Corner fittings shall be of heavy, malleable iron castings or pressed steel. Fabric shall be same as in fence. Each gate frame shall be equipped with 3/8-inch diameter adjustable truss rod. Gates shall be complete ball and socket hinges, catch and stops. Hinges shall provide for swinging the gate open through an arc of not less than 180-degrees. Gates shall be suitably braced and reinforced to prevent sagging.
10. All materials entering the construction of required fencing shall be heavily galvanized by the hot-dip process.

F. Construction

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

6.17 CLEAN-UP AND REPAIR

Immediately upon the completion of any given site, all debris, barrels, and spilled resurfacer shall be cleaned up and removed from the site. Lunch bags, coffee cups, drink cans, etc., shall be cleaned up daily and placed in trash barrels or dumpsters located in the park. Use of ammonia during clean-up is prohibited. Contractor shall restore or replace any areas damaged or displaced as a result of this installation. Such restoration shall include, but is not limited to, damaged fences, net posts, cracked sidewalks, and rutted grass or damaged shrubs. The replacement of any such items shall be equal to or greater than original without any charge to Cobb County.

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

6.18 WEATHER LIMITATIONS

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

6.19 WARRANTY

The Contractor shall warrant all that all workmanship, design and materials shall be free of defects for a period of one (1) year from County acceptance of the completed project. If any part of the contractor's installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the Owner.

6.19 SILENCE OF SPECIFICATIONS

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

END OF SECTION

APPENDIX A EARTHWORK

PART 1 - GENERAL

A1.01 WORK INCLUDED

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

A1.02 REGULATORY AGENCIES

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

PART 2 - EXECUTION

A2.01 FINISH GRADING

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

A2.02 MAINTENANCE

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

A2.03 MEASUREMENT

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

A2.04 PAYMENT

Earthwork shall be completed and accepted by the Operations Division Manager before payment will be made. The cost for earthwork shall be included in the unit cost per court for resurfacing and repair.

END OF SECTION

**APPENDIX B
LANDSCAPING**

PART 1 - GENERAL

B1.01 WORK INCLUDED

The work covered by this Section includes furnishing all labor, equipment and materials required for the grassing of the following areas:

1. All existing grassed areas which are disturbed by construction, whether on County park property or public right-of-way, shall be restored to a condition equal to that found prior to start of work.
2. The immediate area of any court (10' from court edge on all sides) that has been reconstructed or overlaid and/or any drainage swales must be reshaped for positive drainage.

B1.02 APPROVAL AND REJECTION OF WORK

The execution of all operations required under the Specifications shall be subject to the review of the Cobb PARKS Operations Division Manager. The Cobb PARKS Operations Division Manager shall have the right to reject any and all work, which in his opinion, does not meet with the requirements of the Specifications at any stage of the operations. All rejected work shall be redone to meet the requirements of the Specifications at no cost to Cobb County.

PART 2 –PRODUCTS

B2.01 MATERIALS

- A. Straw, when used for mulching, shall be threshed rye, oat or wheat straw, free of insects, weeds, or other debris.
- B. Wood fiber mulch shall be used in hydro-seeding and shall contain no germinating or growth inhibition factors. The wood fiber mulch shall be colored green and shall have the property of evenly dispersed and suspended when agitated in water. When sprayed uniformly on the soil surface, the wood fiber shall form an absorbent cover allowing percolation of water to the underlying soil. The wood fiber mulch shall be packed in moisture resistant bags with the net weight plainly shown on each bag. The wood fiber mulch shall be certified to have the following properties:
 1. Moisture Contents
(Equilibrium Air Dried) 12.0 +/- 3.0 %
 2. Organic Matter
(Oven Dried Basis) 99.7 +/- 0.8%
 3. Ash Content 1.0 +/- 0.6%
 4. PH 5.0 +/- 0.5
 5. Water Holding Capacity
(Grams Water Per Gram) 1100 Min.

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

D. Grass Seed

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

2. Grass Seed Type:

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

PART 3 - EXECUTION

B3.01 MECHANICAL SEEDING

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

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

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

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

B3.02 HYDROSEEDING

- A. The Contractor shall have the option of applying seed, fertilizer and mulch by hydro-seeding if precautions are taken to prevent over spray onto courts, fencing and/or structures.
- B. Fertilizer and seed shall be applied at the rate as specified for mechanical seeding. Wood fiber mulch shall be applied at a rate of 500 pounds per acre.
- C. Ground preparation shall be in accordance with applicable provisions in Section 3.01 B above.
- D. The hydro-seeder shall be capable of applying a uniform mixture of fertilizer, seed and mulch over the entire area to be seeded. The slurry mixture shall be kept agitated and all materials shall be discharged within one hour after being combined in the hydro-seeder.
- E. Hydro-seeding shall not be performed when wind conditions prevent an even thorough application. The hydro-seeder equipment manufacturer's direction shall be closely observed unless modification in methods of application are ordered by the Engineer.

B3.03 SEEDING SCHEDULE

A. Time and Rate of Seeding

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

B3.04 PROTECTION OF VEGETATION

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

B3.05 MAINTENANCE AND INSPECTION

- A. Grassed area shall be protected against any damage and maintained by watering, mowing and replanting as may be necessary to produce a satisfactory stand of grass. A satisfactory stand of grass is defined as a full cover, or the area seeded, of live and growing grass with no bare spots larger than two (2) square feet. Any damaged area shall be promptly repaired without additional cost to the Owner.
- B. After completion of work, the grassed area shall be inspected as to condition and coverage and shall be free from erosion and other damage prior to being accepted.

B3.06 MEASUREMENT

No separate measurement will be made for grassing.

B3.07 PAYMENT

Landscaping shall be completed and accepted by the Cobb PARKS Operations Division Manager before payment will be made. The cost for landscaping shall be included in the unit cost per court for resurfacing and repair.

END OF SECTION

APPENDIX C SODDING

PART 1 – GENERAL

C1.01 SCOPE OF WORK

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

C1.02 SUBMITTAL

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

C1.03 QUALITY CONTROL

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

PART 2 – PRODUCTS/MATERIALS

C2.01 FERTILIZER

- A. Make analysis of topsoil to determine PH factor and submit report to Cobb PARKS Operations Division Manager. Provide fertilizer and lime based on soil report.
- B. The source of each of the elements, depending on type of conditions described below, shall be provided in the report.
 - 1. Where soil conditions indicate a medium level of phosphorus and potassium, such soil shall be conditioned by the addition of two (2) pounds of commercial fertilizer (10-10-10) per thousand (1,000) sq. ft. and fifty (50) pounds of lime per thousand (1,000) sq. ft.
 - 2. Where soil conditions indicate a deficiency in phosphorus and potassium, such soil shall be conditioned by the addition of commercial fertilizer (10-12-12) 10%Nitrogen - 12% Phosphoric Acid - and 12% Potash.

- C. Commercial fertilizer shall be a complete fertilizer, the nitrogen content of which shall be derived from either organic or inorganic sources; shall bear the manufacturer's guarantee statement of analysis; shall be uniform in composition, dry and free flowing; and shall be delivered to the site in original unopened containers. Fertilizer shall conform to State Fertilizer Laws and shall be of recent manufacture.

C2.02 LIME

- A. Lime shall be ground or pelletized limestone containing not less than 18% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve. Coarser material will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
- B. Three (3) weeks after laying of sod, apply 10 lbs. per 1,000 sq. ft. of ammonium nitrate. Apply when grass is dry and water immediately to avoid burn.

C2.03 WATER

Water will be furnished by the Owner. Necessary arrangements for the use of water shall be made by the Contractor.

C2.04 SOD

Sod shall be the following: 419 Bermuda. Sod shall be strongly rooted and free from pernicious weeds. It shall be mowed to a height not to exceed 3" before lifting and shall be of a uniform thickness with not over 1-1/2" or less than 1" of soil firmly adhering to roots. Cutting shall be in rectangular strips of equal width and size (15" by 9" minimum) to permit being lifted and rooted without breaking. Sod shall be obtained from an approved and certified nursery.

C2.05 PLANTING SEASON FOR SODDING

Planting season shall be from June 1 to Sept. 30. In the event that seasonal and other conditions permit and upon the written approval of the Cobb PARKS Operations Division Manager, planting or sodding may start earlier and/or continue later than the dates specified.

PART 3 – EXECUTION

Before commencing work, ascertain the location of all utilities, sub-surface drainage and underground construction(s).

C3.01 SOIL PREPARATION

- A. Each area to be sodded shall be scarified, disked, harrowed, raked, or otherwise worked until it has been pulverized to a depth of not less than three (3) inches. Where necessary, hand raking shall be required in those areas of limited space.

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

C3.02 SODDING (PLACE SOLID)

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

C3.03 CLEAN UP

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

C3.04 INSPECTION FOR ACCEPTANCE

- A. Inspection of lawn work, to determine completion of all requirements of this section of the specifications, will be made by the Engineer and Owner at the conclusion of the maintenance period upon written notice requesting such inspection, which shall be submitted by the Contractor at least 10 days prior to anticipated date. The condition of sodded areas will be noted, and determination made by the Cobb PARKS Operations Division Manager whether maintenance shall be continued in any part.
- B. Acceptance: After inspection, the Contractor will be notified by the Owner of acceptance of lawn work. Lawn maintenance or other work remaining to be done shall be subject to re-inspection before acceptance.

END OF SECTION

APPENDIX D

USTA MINI TENNIS COURT

PART 1 – GENERAL

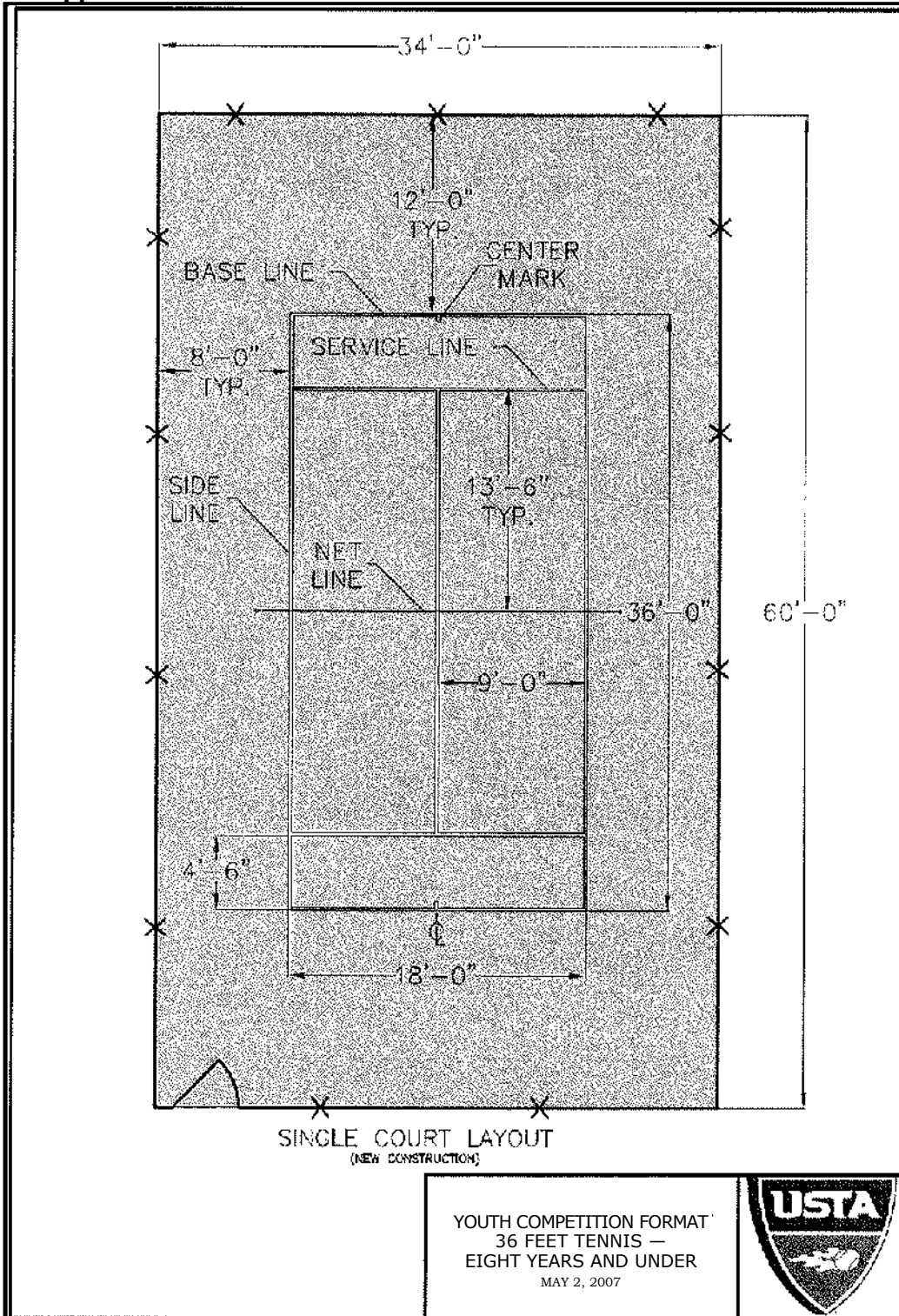
D1.01 SCOPE OF WORK

Quick Start Tennis, a USTA program rolled out in 2008, is played on smaller dimension tennis courts. There are two (2) sizes of tennis courts: 36' and 60'. For the purposes of this bid, any mini courts built will be 36' tennis courts. The 60' courts will only be lines on regulation size courts.

D1.02 COURT SPECIFICATIONS

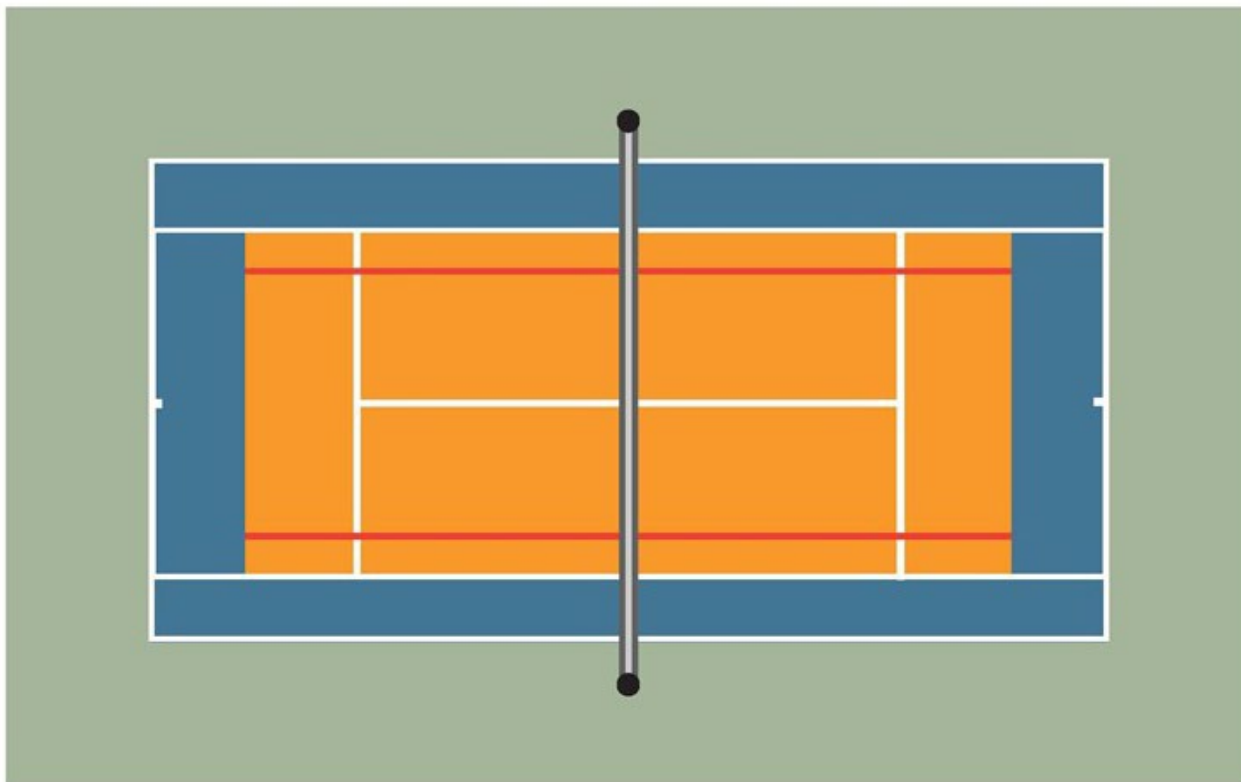
- A. The design and dimensions of the tennis court per USTA specifications is pictured at the end of this section. The overall court will use approximately half the space of a standard tennis court. The dimensions are as follows:
 - 60' long (from fence to fence)
 - 34' wide (fence to next court)
 -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

USTA approved 36' tennis court



USTA approved lines for 60' tennis court

60' Court



COURT SIZE: 60' x 21' - Singles
60' x 27' - Doubles

AGE: 10 years and under

RACQUET: Up to 25"

BALL: Orange Low Compression

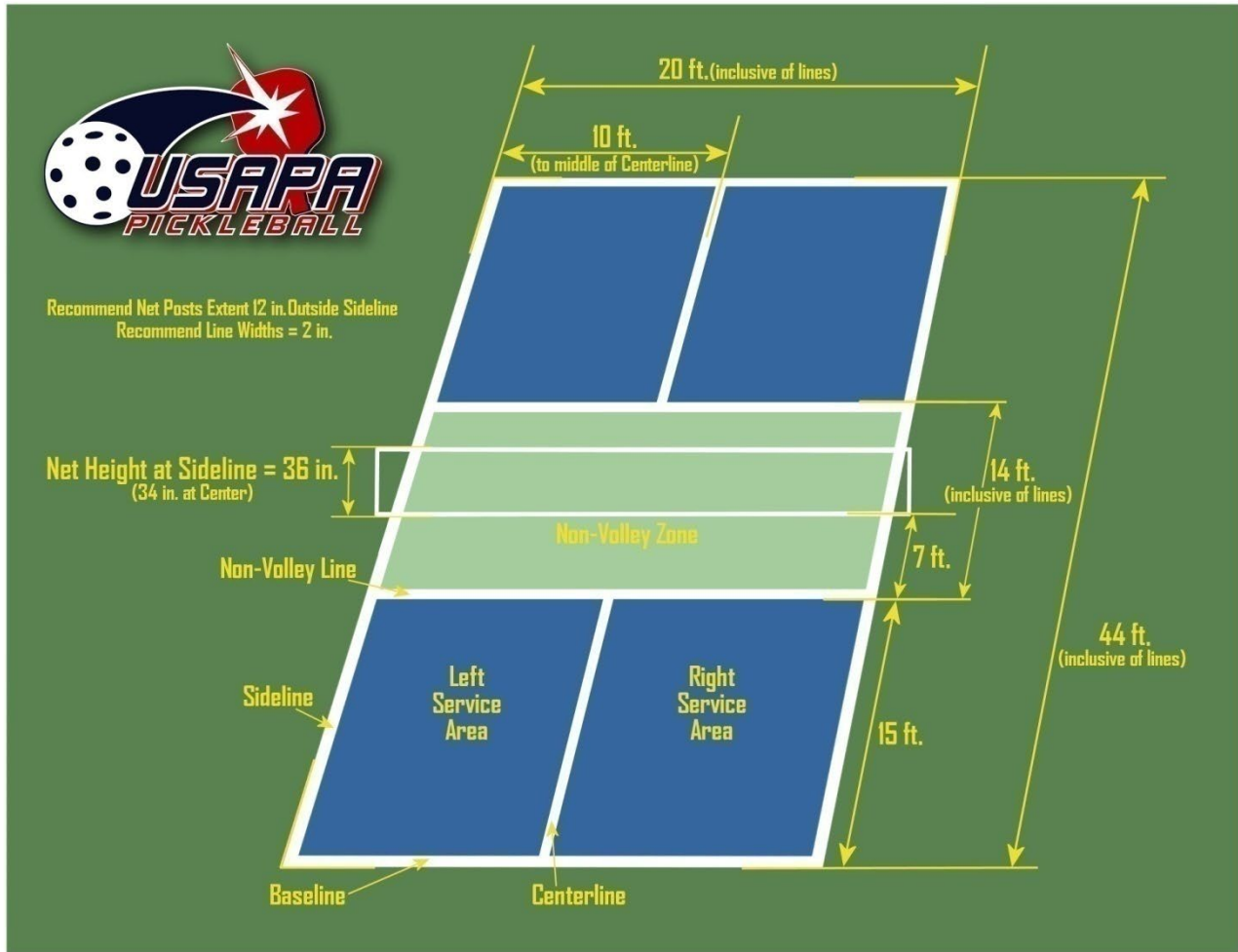
NET HEIGHT: 3'

SCORING: Best of 2 sets of 1st to 4 games,
with 3rd set (1st to 7 points)



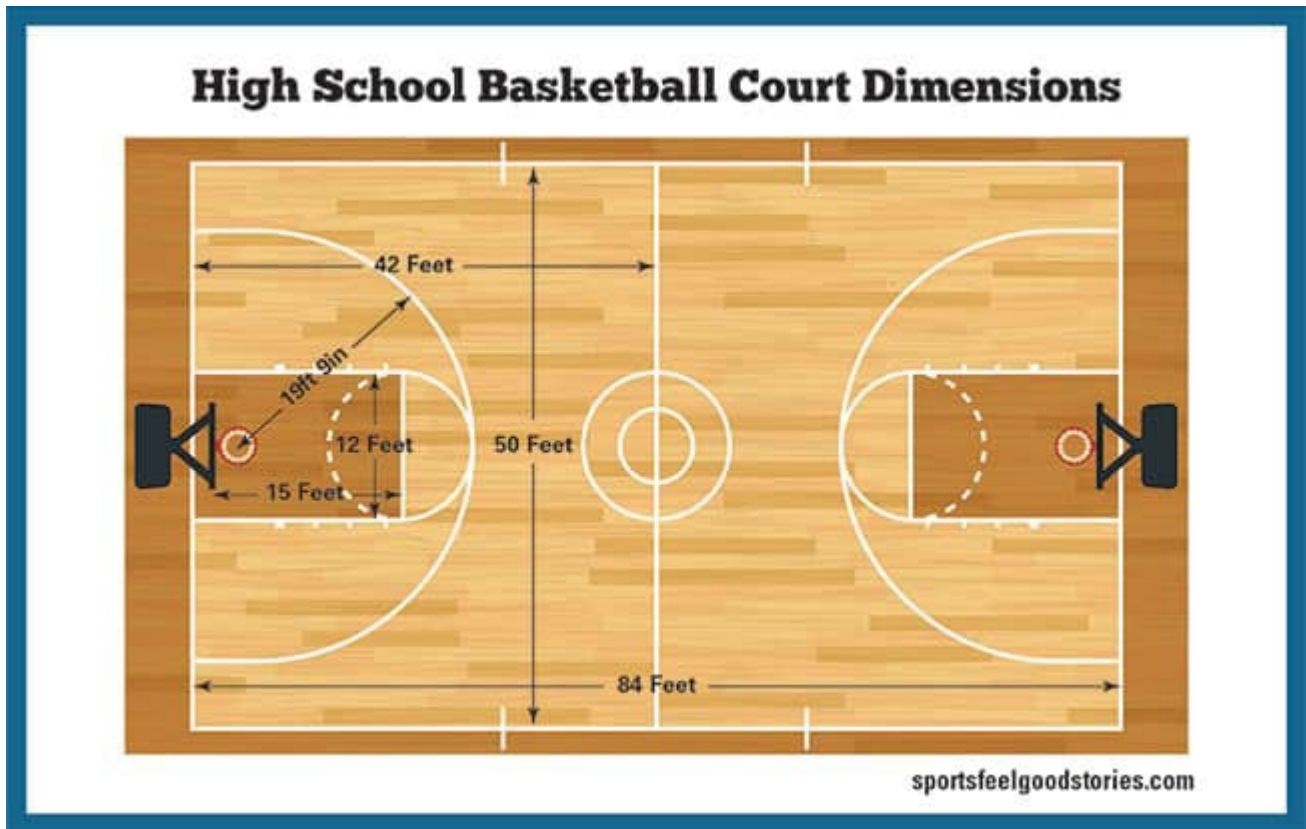
United States Tennis Association, Incorporated © 2007

APPENDIX E LINES FOR PICKLE BALL COURT



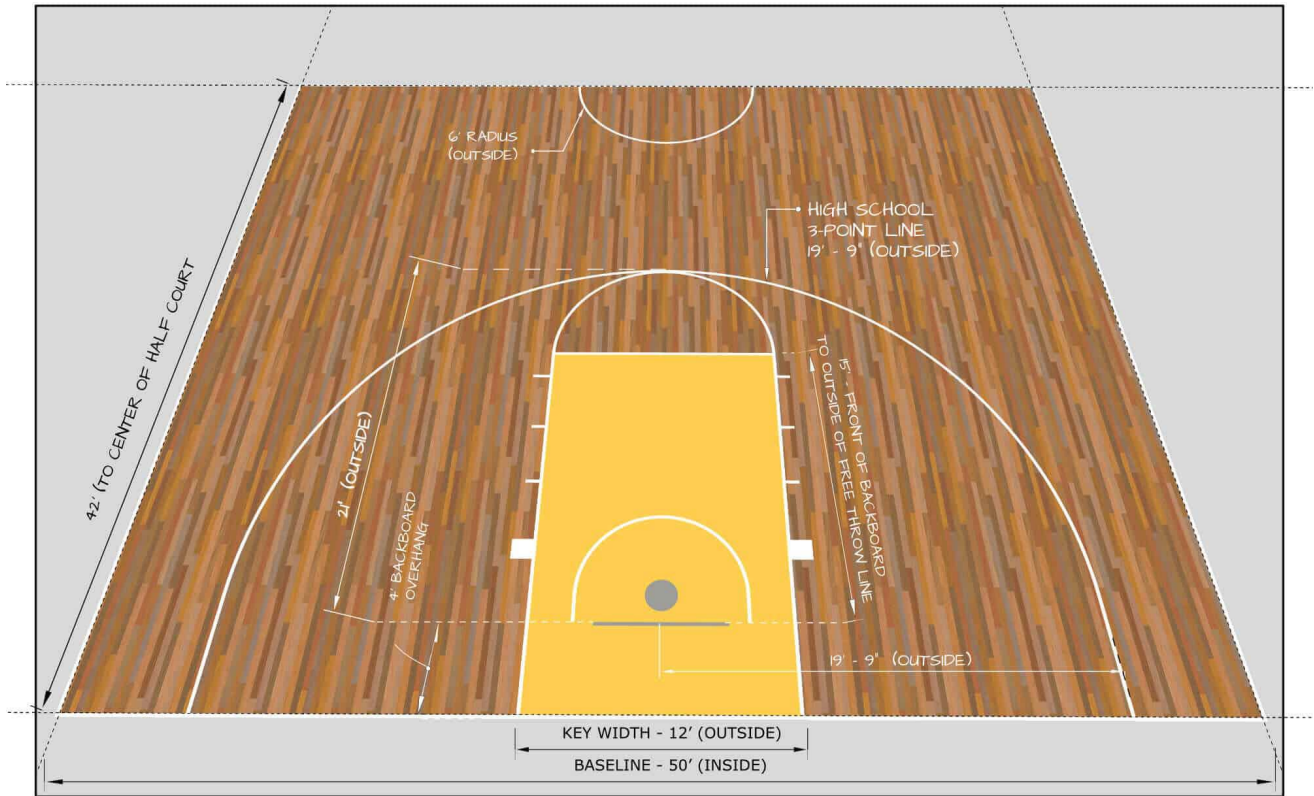
**APPENDIX F
BASKETBALL COURTS**

High School Standard



APPENDIX F BASKETBALL COURTS (Continued)

Half Court Standard



CRITICAL HIGH SCHOOL COURT MEASUREMENTS

- Sideline Dimension: 42 feet to center line
- Baseline Dimension: 50 feet (inside)
- Key Size: 12 feet wide by 19 feet long
- 3-Point Line: 19' - 9" radius



MODUTILE
CORP

1-877-MODUTILE
MADE IN USA

NFHS

A 02

HIGH SCHOOL HALF COURT DIMENSIONS

**APPENDIX F
BASKETBALL COURTS (CONTINUED)**

Junior High School & High School Standard Dimensions

Junior High School & High School Dimensions

| Area of Court | High School | Jr High |
|-------------------------------------|--------------------|----------------|
| Court length | 84' | 74' |
| Court width | 50' | 42' |
| Rim height | 10' | 10' |
| Center circle diameter | 12' | 12' |
| 3-pt line | 19' 9" | 19' 9" |
| Key width | 12' | 12' |
| Free throw line (from backboard) | 15' | 15' |

SPECIAL TERMS AND CONDITIONS

I. Contract Period:

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

II. Pricing:

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

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

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

III. Option to Extend the Term of Contract:

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

Cobb County General Instructions for Bidders, Terms and Conditions

I. Preparation of Bids

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

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

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

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing), and on the Georgia Procurement Registry, and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

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

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by **5:00 PM on May 3, 2022** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-8428
Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing. Receipt of addenda shall be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Bids

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

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

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

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

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

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

Except as otherwise provided by law, information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire bid as proprietary will be neither accepted nor honored.

Each Bidder is required to keep the contents of their bid confidential once it is submitted until the award to the successful Bidder is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the award process will be immediate grounds for the County to reject the bid as non-responsive.

V. Withdraw Bid Due to Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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

VI. Testing and Inspection

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

VII. F.O.B. Point

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

VIII. Patent Indemnity

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

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment

or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection

afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) **Primary Insurance Requirement.** The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) **Separate Coverage.** Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

- (i) **Notice Requirement.**

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

X. **Award**

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

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

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

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

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

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

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. Delivery Failures

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

XII. County Furnished Property

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

XIII. Reject and Withdraw Bids

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

XIV. Contract

Upon submitting a bid in response to an ITB containing a Cobb County Sample Contract as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires that the successful bidder(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the bid document. If no exceptions are stated, it is assumed that the bidder fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a bidder to submit its own standard contract terms and conditions as a response to this ITB.

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

Each bid is received with the understanding that selection as the successful bidder by the County does not constitute a written contract between the successful bidder and the County, but shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XV. Non-Collusion

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

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

XVI. Conflict of Interest, Etc.

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

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

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

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

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

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

XVII. Default

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

performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

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

XIX. Substitutions

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

XX. Ineligible Bidders

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

XXI. Alterations of Documents

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

XXII. Termination for Convenience

The successful Bidder will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

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

XXIII. Inter-Governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIV. Indemnification

By submitting a Bid, the Bidder hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Bid hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Bidder or its agents, employees, associates, subcontractors or others working at the direction of Bidder. This indemnification obligation survives beyond the submission date of the Bid and the dissolution or, to the extent allowed by law, the bankruptcy of the Bidder.

XXV. Indemnification and Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXIV.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXIV shall not be limited

by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXVI. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

XXVII. Small and Minority Business Participation

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

XXVIII. Special Terms and Conditions

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

**XXIX. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS**

(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

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

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

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

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

DEFINITIONS

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

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

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

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

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

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

for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

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

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

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

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

FORM ATTACHMENTS:

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

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

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

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

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

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

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Notary Public Commission Expires: _____

Effective 09-20-2013

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

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

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

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

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public Commission Expires: _____

Effective 09-20-2013

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

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

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

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

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

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202__

Notary Public
Commission Expires: _____

Effective 09-20-2013

Bid Form
Court Construction and Maintenance
Cobb County PARKS Department
Sealed Bid #22-6663

| Description | Unit Cost (per court) |
|---|-----------------------|
| Tennis Court Construction | |
| Standard Court (120' x 60') | \$ |
| Mini Court (60' x 34') | \$ |
| Tennis Court Reconstruction | |
| Standard Court (120' x 60') | \$ |
| Mini Court (60' x 34') | \$ |
| Tennis Court Permapave/Permaflex | |
| Standard Court (120' x 60') | \$ |
| Mini Court (60' x 34') | \$ |
| Tennis Court Resurfacing/Repair | |
| Standard Court (120' x 60') | \$ |
| Mini Court (60' x 34') | \$ |
| Armor Crack Repair | \$ per linear foot |
| Pickleball Court Construction | |
| Standard Court (44' x 20') | \$ |
| Basketball Court Construction | |
| Standard Court | \$ |
| Junior Size Court | \$ |
| Half-Size Court | \$ |

COMPANY NAME: _____

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer responsible for account: _____

Telephone Number: _____

III. BACKGROUND

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

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

Contractor acknowledges receipt of the following addenda:

_____, Dated ____ / ____ / ____

_____, Dated ____ / ____ / ____

_____, Dated ____ / ____ / ____

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

Bidder: _____

Signed: _____

Title: _____

Address: _____

License: # _____

Type of Business Entity:

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

Individual Members of the Firm

President of the Corporation _____

Secretary of the Corporation _____

Corporation is organized under the Laws of the State of _____