# TABLE OF CONTENTS

**PROJECT NAME:** Deferred Maintenance: Tennis Courts - Kassab Courts Resurface

**PROJECT NUMBER:** H18-9583-SG-C

<table>
<thead>
<tr>
<th>SECTION</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>SE-310, Invitation for Design-Bid-Build Construction Services</td>
<td>1</td>
</tr>
<tr>
<td>AIA Document A701 Instructions to Bidders</td>
<td>14</td>
</tr>
<tr>
<td>South Carolina Division of Procurement Services, Office of State Engineer Version</td>
<td></td>
</tr>
<tr>
<td>Bid Bond (AIA A310 or reference)</td>
<td>1</td>
</tr>
<tr>
<td>SE-330, Lump Sum Bid Form</td>
<td>5</td>
</tr>
<tr>
<td>AIA Document A101 Standard Form of Agreement between Owner and Contractor (Including Exhibit A)</td>
<td>16</td>
</tr>
<tr>
<td>South Carolina Division of Procurement Services, Office of State Engineer Version</td>
<td></td>
</tr>
<tr>
<td>AIA Document A201 General Conditions of the Contract for Construction</td>
<td>47</td>
</tr>
<tr>
<td>South Carolina Division of Procurement Services, Office of State Engineer Version</td>
<td></td>
</tr>
<tr>
<td>SE-355, Performance Bond</td>
<td>2</td>
</tr>
<tr>
<td>SE-357, Labor &amp; Material Payment Bond</td>
<td>2</td>
</tr>
<tr>
<td>SE-380, Change Order to Design-Bid-Build Construction Contract</td>
<td>1</td>
</tr>
</tbody>
</table>
TECHNICAL SPECIFICATIONS

321850 Tennis Court Pavement and Surfacing
SE-310
INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Francis Marion University

PROJECT NAME: Deferred Maintenance: Tennis Courts - Kassab Courts Resurface

PROJECT NUMBER: III-5583-SG-C  CONSTRUCTION COST RANGE: $99,000 to $99,500

PROJECT LOCATION: Francis Marion University Main Campus, Florence, SC

DESCRIPTION OF PROJECT/SERVICES: RE-BID - Rehabilitation and resurfacing of eight (8) tennis courts

BID/SUBMITTAL DUE DATE: July 28, 2022  TIME: 2:00 PM  NUMBER OF COPIES: 1

PROJECT DELIVERY METHOD: Design-Bid-Build

AGENCY PROJECT COORDINATOR: Taylor L. Hucks

EMAIL: taylor.hucks@fmurion.edu  TELEPHONE: 843-661-1488

DOCUMENTS MAY BE OBTAINED FROM: https://www.fmurion.edu/facilitiesmanagement/

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

DOCUMENT DEPOSIT AMOUNT: $0  IS DEPOSIT REFUNDABLE  Yes [ ] No [ ] N/A [ ]

Allbiders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Agency WILL NOT accept Bids not via email.

A/E NAME: Labella Associates  A/E CONTACT: Meaghan Friedle

EMAIL: mfriedle@labellae.com  TELEPHONE: 843-295-6204

PRE-BID CONFERENCE: Yes [ ] No [X]  MANDATORY ATTENDANCE: Yes [ ] No [ ]

PRE-BID DATE:

PRE-BID PLACE:

BID OPENING PLACE: Francis Marion University - Physical Plant Building

BID DELIVERY ADDRESSES:

HAND-DELIVERY:  MAIL SERVICE:
Att: Miss Taylor L. Hucks - Facilities  Att: Miss Taylor L. Hucks - Facilities
4822 East Palmetto Street  4822 East Palmetto Street
Florence, SC 29506  Florence, SC 29506

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one)  Yes [ ] No [X]

APPROVED BY: Stanley D. Caffey (Prime Project Manager)  DATE: 7/6/2022
AIA DOCUMENT A310 - BID BOND

PART 1 - GENERAL

1.1 CONTRACTOR REQUIREMENTS

A. Bid Bond must be in the form of the AIA Document A310

END SECTION AIA DOCUMENT A310
Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: ________________________________
(Bidder’s Name)

BID SUBMITTED TO: Francis Marion University
(Agency’s Name)

FOR: PROJECT NAME: Deferred Maintenance: Tennis Courts - Kassab Courts Resurface
PROJECT NUMBER: H18-9583-SG-C

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:
(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

ADDENDA: □ #1 □ #2 □ #3 □ #4 □ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 BASE BID WORK (as indicated in the Bidding Documents and generally described as follows): Rehabilitation and resurfacing of eight (8) tennis courts

$______________________________, which sum is hereafter called the Base Bid.
(Bidder to insert Base Bid Amount on line above)
Bidders shall submit bids on only Bid Form SE-330.

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description):  N/A

☐ ADD TO or ☐ DEDUCT FROM BASE BID:  $

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description):

☐ ADD TO or ☐ DEDUCT FROM BASE BID:  $

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description):

☐ ADD TO or ☐ DEDUCT FROM BASE BID:  $

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

BIDDER offers for the Agency’s consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER prior to including in the Contract.

<table>
<thead>
<tr>
<th>No.</th>
<th>ITEM</th>
<th>UNIT OF MEASURE</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Crack Repair</td>
<td>Linear Foot</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Tennis Court Resurfacing</td>
<td>Square Yard</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
SE-330
LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

| (A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME  
(Completed by Agency) | (B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION  
(Completed by Agency) | (C) SUBCONTRACTOR and/or PRIME CONTRACTOR  
(Required - must be completed by Bidder) | (D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER  
(Requested, but not Required) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.
SE-330
LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Agency upon the Agency’s request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 40 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of $100.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.

b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, referenced in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: ____________________________________________

SIGNATURE AND TITLE: ______________________________________________________
CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s):______________________________________________________

Classification(s) & Limits:________________________________________________________________

Subclassification(s) & Limits:________________________________________________________________

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER’S LEGAL NAME:_______________________________________________________________

ADDRESS:__________________________________________________________________________

____________________________________________________________________________________

TELEPHONE:________________________________________________________________________

EMAIL:____________________________________________________________________________

SIGNATURE:_________________________ DATE:________________________

PRINT NAME:________________________________________________________________________

TITLE:_____________________________________________________________________________
KNOW ALL MEN BY THESE PRESENTS, that (Insert full name or legal title and address of Contractor)

Name: ____________________________________________
Address: _________________________________________

hereinafter referred to as “Contractor”, and (Insert full name and address of principal place of business of Surety)

Name: ____________________________________________
Address: _________________________________________

hereinafter called the “surety”, are jointly and severally held and firmly bound unto (Insert full name and address of Agency)

Name: Francis Marion University
Address: 4822 East Palmetto Street
Florence, SC 29506

hereinafter referred to as “Agency”, or its successors or assigns, the sum of ______________________ ($ __________), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ___________ entered into a contract with Agency to construct

State Project Name: Deferred Maintenance: Tennis Courts - Kassab Courts Resurface
State Project Number: H18-9583-SG-C
Brief Description of Awarded Work: Rehabilitation and resurfacing of 8-tennis courts (Kassab Courts)

in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)

Name: LaBella Associates
Address: 400 S. Tryon Street Suite 1300
Charlotte, North Carolina 28285

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this ___________ day of _____________, 2020

BOND NUMBER _______________________________________

(shall be no earlier than Date of Contract)

CONTRACTOR

By: ____________________________ (Seal)
Print Name: ____________________________
Print Title: ____________________________
Witness: ____________________________

SURETY

By: ____________________________ (Seal)
Print Name: ____________________________
Print Title: ____________________________
(Attach Power of Attorney)
Witness: ____________________________

(Additional Signatures, if any, appear on attached page)
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
   3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
   3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Agency shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
   4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
      4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
      4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
   5.1 Surety in accordance with the terms of the Contract; or
   5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
   5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
   6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
   6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
   7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
   7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
   7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
   7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
   11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
   11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.
KNOW ALL MEN BY THESE PRESENTS, that (Insert full name or legal title and address of Contractor)

Name: 
Address: 

hereinafter referred to as “Contractor”, and (Insert full name and address of principal place of business of Surety)

Name: 
Address: 

hereinafter called the “surety”, are jointly and severally held and firmly bound unto (Insert full name and address of Agency)

Name: Francis Marion University
Address: 4822 East Palmetto Street
Florence, SC 29506

hereinafter referred to as “Agency”, or its successors or assigns, the sum of ____________________ ($ ___), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __________ entered into a contract with Agency to construct

State Project Name: Deferred Maintenance: Tennis Courts - Kassab Courts Resurfacing
State Project Number: H18-9583-SG-C
Brief Description of Awarded Work: Rehabilitation and resurfacing of eight (8) tennis courts
in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)

Name: LaBella Associates
Address: 400 S. Tryon Street, Suite 1300
Charlotte, North Carolina 28285

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this ______ day of ________, 2020

(shall be no earlier than Date of Contract)

CONTRACTOR

By: ______________________________
(Seal)

Print Name: ______________________________
Print Title: ______________________________
Witness: ______________________________

SURETY

By: ______________________________
(Seal)

Print Name: ______________________________
Print Title: ______________________________
(Attach Power of Attorney)
Witness: ______________________________

(Additional Signatures, if any, appear on attached page)
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
   2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety’s obligation under this Bond shall arise as follows:
   4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
   4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
   4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:
   5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   5.2 Pay or arrange for payment of any undisputed amounts.
   5.3 The Surety’s failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency’s prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor’s Subcontractors, and all other items for which a mechanic’s lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: Francis Marion University
PROJECT NAME: Deferred Maintenance: Tennis Courts - Kassab Courts Resurface
PROJECT NUMBER: H18-9583-SG-C

This Contract is changed as follows: (Insert description of change in space provided below)

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum: $ 
2. Change in Contract Sum by previously approved Change Orders: 
3. Contract Sum prior to this Change Order: $ 0.00
4. Amount of this Change Order: 
5. New Contract Sum, including this Change Order: $ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Initial Date for Substantial Completion: 
2. Sum of previously approved increases and decreases in Days: Days
3. Change in Days for this Change Order: Days
4. Total Number of Days added to this Contract including this Change Order: 0 Days
5. New Date for Substantial Completion: 

CONTRACTOR ACCEPTANCE:
BY: ________________________________ Date: ________________________________
(Signature of Representative)
Print Name of Representative: ________________________________

A/E RECOMMENDATION FOR ACCEPTANCE:
BY: ________________________________ Date: ________________________________
(Signature of Representative)
Print Name of Representative: ________________________________

AGENCY ACCEPTANCE AND CERTIFICATION:
I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.
BY: ________________________________ Date: ________________________________
(Signature of Representative)
Print Name of Representative: ________________________________

Change is within Agency Construction Contract Change Order Certification of: $ __________________________ Yes ☐ No ☐

APPROVED BY: ________________________________ DATE: ________________________________
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE
1. SE-380, fully completed and signed by the Contractor, A/E and Agency.
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including OSE documents, apply to this Section.

1.2 SUMMARY
A. Work of this Section includes, but is not limited to:
   1. Cleaning and Prepping surface to receive tennis court surfacing
   2. Placing tennis court surfacing
   3. Tennis Court Surfacing
      a. Acrylic resurfacer
      b. Court color coating surface
      c. Color line paint
   4. Clean Up
   5. Warranty
B. This section includes all tennis court surfacing only. If paving is required, refer to pavement specification sections for required installations.
C. Deliver all container materials in manufacturer's standard, unopened containers with labels legible and intact. Store and protect from damage, freezing, or sunlight and heat, if required of individual product.
D. Store all materials and other items where damage and/or contamination will not occur.

1.3 DEFINITIONS
A. USTA: United States Tennis Association
B. ASBA: American Sports Builders Association
C. ITF: International Tennis Federation

1.4 QUALITY ASSURANCE
A. Provide at least one person who shall be present at all times during the execution of this portion of the work, and who shall be thoroughly qualified and experienced in the placing of the type of surfaces specified and who shall direct all work performed under this section.
B. Unless otherwise specified, work and materials for construction of the tennis court surfacing shall conform to applicable portions of ASBA Specifications.
C. The CONTRACTOR shall have a minimum of 5 years’ experience in the repair, renovation and installation of acrylic recreational surfaces.
D. Use only skilled workers, trained and experienced in constructing similar type facilities, familiar with the requirements of this specification.
E. The MANUFACTURER shall be a member of ASBA.

1.5 SUBMITTALS
A. Manufacturer's product data shall be submitted for tennis court surfacing materials.
B. Samples: Submit manufacturer’s samples of color coating.
C. Manufacturer’s Certification: Submit manufacturer’s certification that materials comply with specified requirements and are suitable for intended application.
D. Manufacturer’s Project References: Submit manufacturer’s list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, and date of application.
E. Applicator’s Project References: Submit applicator’s list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
F. Warranty Documentation: Submit manufacturer’s standard warranty.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer’s original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
B. Storage and Handling Requirements:
   1. Store and handle materials in accordance with manufacturer’s instructions.
   2. Keep materials in manufacturer’s original, unopened containers and packaging until application.
   3. Store materials in clean, dry area indoors.
   4. Store materials out of direct sunlight.
   5. Keep materials from freezing.
   6. Protect materials during storage, handling, and application to prevent contamination or damage.
   7. Close containers when not in use.
C. Store all materials and other items where damage and/or contamination will not occur.
D. It is the responsibility of contractor to receive, store, secure and handle any and all materials arriving on site.

1.7 JOB CONDITIONS
A. Do not apply asphalt tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
B. Do not apply asphalt tennis court surface color coating system when rain is expected during application or within 24 hours after application.
PART 2 – PRODUCTS

2.1 TENNIS COURT SURFACING MATERIALS

A. Tennis Court Surfacing basis of design: Action Pave, manufactured by Crafco Inc. 3600 US Route 20, Nassau, NY 12123 or approved equal.

B. Preparation Materials
   1. Depressions or irregularities shall be filled with “Action Pave Acrylic Crack and Leveling Binder Patch”, manufactured by Crafco Inc. or approved equal. Material shall be a super durable acrylic emulsion specifically designed for mixing with mineral aggregate (silica sand) and portland cement to patch cracks, level low spots and smooth paving joints and other surface irregularities.

   2. Crack repair shall be done utilizing Armour Crack Repair System, or Approved equal, comprised of a knitted fabric that will expand as the crack widens. Material shall not bind to the court in the vicinity of the crack, thereby allowing more of the fabric to absorb any movement.

   3. Resurfacer material for the surface course shall be “Action Pave Acrylic Resurfacer”, manufactured by Crafco Inc., (or approved equal), a heavily fortified, sand filled, 100% acrylic primer/base coat designed to bond to new asphalt and/or to improve pitted, oxidized, older surfaces before the color coats are installed.

C. Color Coating Materials
   1. Acrylic Filler for the surface course shall consist of 100% acrylic emulsions, mineral fillers, special reinforcing pigments and pure silica sand that is applied over the Resurfacer to provide a uniform and controlled pigmented texture.
      a. The color coating system shall have playing characteristics similar to ITF Tennis Court Pace Classification: 3 Medium
      b. The manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun, from weather moisture, or from weather temperatures on repaired asphalt surfaces.
      c. Material shall be delivered to the construction site in its original unopened containers clearly labeled with trade name and name of manufacturer.

D. Colors for playing surface and apron areas shall be selected by the Agency from among the manufacturer's standard range of colors. The Color Finish Coats shall provide uniformity of texture and depth of color to provide a non-slippery and non-shining playing surface of uniform color for not less than two years of intensive use as a tennis surface. The Contractor and the manufacturer shall provide jointly such written assurances as are satisfactory to the Architect that their materials and application will provide this performance.

E. Line Paint shall be equal to “Action Pave Acrylic Textured White Line Paint”, manufactured by Crafco Inc. Line paint shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene or vinyl and shall be thinned with water only.
PART 3 - EXECUTION

3.1 SURFACE PREPARATION
A. General: Surface must be clean and free of grease, oil or other debris.
B. Courts to be flooded and any birdbaths/depressions addressed with leveler binder.

3.2 WEATHER AND SEASONAL LIMITATIONS
A. Scheduling and sequencing of work to conform to seasonal limitations shall be reflected in the price bid.
B. If the Contractor requests a waiver of the seasonal limitations and the Architect/Engineer determines it to be in the best interest of the Owner, the seasonal limitations may be waived for a limited period of time subject to temperature, time, weather and other conditions. Conditions of seasonal waiver shall include, but not be limited to, withholding of payment for work performed beyond the seasonal limitation date pending determination of the pavement condition and performance during the following spring; and, delaying start of the warranty period.
C. Contractor shall have no claim against the Owner for any costs attributable to disapproval of a waiver request. Architect/Engineer decision for approval or disapproval is final.
D. Any pavement damage which occurs as a result of Contractor either not protecting previously laid course or constructing any pavement course outside weather or seasonal limits whether a waiver was granted or not, shall be repaired or replaced as determined by the Architect/Engineer at no additional cost to the Owner. All repairs or replacements shall be completed to the satisfaction of the Architect/Engineer and in accordance with these specifications.

3.3 TENNIS COURT SURFACING
A. The area to be surfaced shall be clean and free of any loose particles or foreign substances (dirt, oil, etc.) prior to the commencement of work. The surface shall be cleaned by use of a power blower and high-pressure washer as needed.
B. Color Surface Application
   1. Patch all irregularities/cracks in the existing pavement surface with Armor Crack Repair.
   2. Apply 1 coat of Action Pave Acrylic Resurfacer and 2 coats Action Pave Acrylic Colored Filler to repaired surface.
   3. The application shall be made lengthwise on the surface with a wide squeegee and shall produce a uniform color throughout when viewed from a distance of 25 ft. from any edge of the court at midday.

3.4 LINING OF ATHLETIC COURT
A. White lines per USTA specifications shall be laid out and Action Pave 100% Acrylic line paint shall be applied per manufacturer’s recommendations and in accordance with required dimensions. Courts shall cure for two days minimum after lines are applied.
B. Layout of lining shall be approved by the Architect/University.
3.5 PROTECTION
A. Prevent traffic, pedestrian access, bicycles, etc. from access on to courts.
B. Provide temporary barricades, fences, signs, warning lights, etc. as necessary for adequate protection.

3.6 CLEAN AREA
A. Remove all debris, containers, materials, etc. from court area upon completion of the work and dispose of lawfully.

3.7 WARRANTY
A. General: Provide 1 year warranty from date of substantial completion of the tennis courts that guarantees their performance against failure due to improper workmanship. Warranty to cover repairs associated with defects, including but not limited to, micro-cracking at the court surface chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun. The entire court shall be repaired if any of these defects appear.
B. If defects appear as outlined in the contractors warranty within that stated warranty period, the area shall be repaired to the satisfaction of the Architect/Engineer at no additional cost to the Owner.

END OF SECTION 321850
COURT REPAIRS AND RESURFACE SHALL BE CONDUCTED PER NOTES OUTLINED ON THIS SHEET. ALL 8-COURTS TO BE REPAIRED AND RESURFACED. OWNER TO REMOVE COURT NETS, BLEACHERS, FENCE MESH (AS REQUIRED) & ANY LOOSE EQUIPMENT. ANY OTHER REMOVALS REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED BY THE CONTRACTOR.

ACCESS TO THE COURTS SHALL BE FROM THE EAST SIDE ONLY. PARKING LOT TO WEST OF COURTS WILL BE UNDER CONSTRUCTION INACCESSIBLE FOR THE COURSE OF THE TENNIS COURT PROJECT.

FRANCIS MARION UNIVERSITY
4822 EAST PALMETTO STREET
FLORENCE, SC 29506

PROJECT REHABILITATION & RESURFACE NOTES

SURFACING AREA: 6236 SY  
CRACKS: 1,460 LF  (ABOUT 2/3 ARE WIDER, 1/3 HAIRLINE)

THE COURTS SHALL BE FLOODED AND ANY BIRDBATHS/DEPRESSIONS ADRESSED WITH LEVELER BINDER. CRACKS TO BE REPAIRED WITH ARMOR CRACK REPAIR SYSTEM OR APPROVED EQUAL.

SURFACE SHALL BE REFURBED, AFTER CRACK REPAIR HAS BEEN COMPLETED, WITH A COURT REFINISHING SYSTEM:

- 1 COAT RESURFACER SANDED
- 2 COATS PIGMENTED FILLER
- LAYOUT AND PAINT COURT LINES WITH TEXTURED WHITE LINE PAINT

COLOR OF COURTS TO BE SELECTED BY OWNER FROM MANUFACTURERS STANDARD COLORS.

UNIT PRICE BID FORM

CONTRACTOR TO FILL OUT QUOTE FORM WITH UNIT PRICES. UNIT PRICES SHALL BE IN LINEAR FOOT FOR CRACK REPAIR AND SQUARE YARD FOR RESURFACING. UNIT PRICE OF EACH ITEM SHALL INCLUDE PROCUREMENT, DELIVERY AND INSTALLATION OF EACH ITEM BY QUANTITY.

ADDITIONALLY, UNIT PRICE FOR TENNIS COURT RESURFACING SHALL INCLUDE THE ONE (1) COAT RESURFACER, TWO (2) COATS PIGMENTED FILLER.

PROJECT TIMELINE

PROJECT SHALL START NO SOONER THAN AUGUST 1, 2022 AND MUST BE COMPLETED BY SEPTEMBER 9, 2022. SHOULD THE CONTRACTOR VARY FROM THIS SCHEDULE, THEY SHOULD OBTAIN APPROVAL OF THE UNIVERSITY PRIOR TO SUCH. MAINTAIN A SCHEDULE OF NO MORE THAN 40 DAYS FROM START TO SUBSTANTIAL COMPLETION.

GENERAL NOTES

OWNER IS NOT RESPONSIBLE FOR ANY RECEIVING, STORING, SECURING OR HANDLING OF ANY MATERIALS OR EQUIPMENT REQUIRED FOR THE INSTALLATION AND COMPLETION OF THIS PROJECT. THAT RESPONSIBILITY FALLS SOLELY ON THE CONTRACTOR.

CONTRACTOR IS NOT REQUIRED TO BE LICENSED IN SOUTH CAROLINA PER THE SOUTH CAROLINA LICENSING BOARD. THIS WORK IS EXTERIOR RECREATIONAL SURFACING AND AS SUCH IS EXCLUDED FROM LICENSING REQUIREMENTS THROUGH THE STATE.

EXISTING SITE & SITE IMPROVEMENT PLAN

EXISTING SITE LOCATION MAP

EXISTING SITE LOCATION MAP

EXISTING SITE LOCATION MAP