Pre-Bid Meeting Date: Not Applicable
Bidders are encouraged to visit each site independently.

Last Day for Questions: Wednesday June 8th
by end of business day

Bid Opening Date: June 16, 2022 at 10:00am
823 Meeting Street, Charleston, SC 29403
Parks Department, Capital Projects Division
Second Floor, Conference Room A

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC  29403

Project Manager: Zach Smith
Tel: (843) 973-7239
Fax: (843) 724-7300
Email: Smithza@charleston-sc.gov
June 5, 2022
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City of Charleston
Invitation for Construction Bids

PROJECT: CP2204 – 2022 Tennis and Basketball Court Resurfacing

BID SECURITY REQUIRED? YES
PERFORMANCE BOND REQUIRED? YES
PAYMENT BOND REQUIRED? YES

CONSTRUCTION COST RANGE: $35,000 to $85,000

DESCRIPTION OF PROJECT: The base bid scope of work for this project includes court repairs and resurfacing of the two tennis courts at Mary Utsey Park. Bid Alternates are court repair and resurfacing of the Backboard Wall court at Charleston Tennis Center, court repair and resurfacing of the half and full basketball courts at Corrine Jones Park, and court repair and resurfacing of courts 3 and 4 at Maybank Tennis Center.

A/E CONTACT: n/a
A/E EMAIL: n/a
ADDRESS: n/a
PHONE: n/a

PLANS ON FILE AT: http://www.charleston-sc.gov/Bids.aspx?CatID=18

PRE-BID CONFERENCE? No MANDATORY ATTENDANCE? No
*All bidders are encouraged to visit each site independently

PRE-BID MEETING DATE/TIME: N/A
PRE-BID LOCATION: N/A

BID OPENING DATE/TIME: June 16, 2022 at 10:00 AM
BID DELIVERY ADDRESS: 823 Meeting Street, Charleston SC 29403
Conference Room A. 2nd Floor (Attendance is not required)

PROJECT MANAGER: Zach D. Smith
PROJECT MANAGER EMAIL: Smithza@charleston-sc.gov
Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above Project at the City of Charleston, Department of Parks, until June 16, 2022 at 10:00AM local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informality or reject any and all bids. Information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation. This solicitation does not commit the City of Charleston to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or to procure or contract for the services. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. CANCELLATION OF INVITATION FOR CONSTRUCTION BIDS

At any time prior to the issuance of the Notice to Proceed for this Project, the Contract may be cancelled for the convenience of the Owner.

3. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the Project for which the bid is submitted and the Contractor’s license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC 29403.

4. PRE-BID CONFERENCE (if scheduled)

A PRE-BID Conference will not be held. All bidders are encouraged to visit each site independently to evaluate the court conditions and verify quantity of materials needed.

5. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this Contract must be acceptable to the Owner. In the event a subcontractor is found to be unacceptable by the Owner, the Owner may require the Bidder to substitute the unacceptable subcontractor or reject the bid. The Bidder must perform a minimum of 25% of the work with its own forces.
6. **QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to perform the work.

7. **BID SECURITY**

If required, each bid must be accompanied by a Bid Security in the amount of not less than 5% of the Base Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in the state of South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and both Performance and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

8. **FAILURE TO ENTER INTO CONTRACT**

Failure of the Bidder to execute and deliver the Contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. **DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates within 30 calendar days after the Date of Commencement. Bidder must agree also to pay as liquidated damages the sum of $150.00 per day for each calendar day thereafter that the Project fails to reach Substantial Completion within the time allowed.

10. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of bidding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract documents.
11. SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least seven (7) calendar days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

12. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the Project as defined by the Owner. All requested Alternates must be bid. The failure of the Bidder to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words “No Change”, “Zero”, or “0.00”. A typed or printed “No Bid”, or words of similar meaning, shall render the Bid non-responsive. Bidder must indicate whether the amount of the BID ALTERNATE is an “ADD” to or a “DEDUCT” from the amount of the base bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate “ADD” or “DEDUCT” for each BID ALTERNATE.
14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the Project, and to have read and become thoroughly familiar with the plans and Contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

15. MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM

A. This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, Minority Business Enterprise Manager, 2 George Street, Charleston SC, 29401, (843) 724-7434.

B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business, and they must control the management and daily operations of the business in order to qualify. The goals for this Contract are a 20% combined MBE and WBE participation. These goals will be applied to the overall Contract.

C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link.

D. Bidder’s MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

E. The Contractor shall perform the Contract in accordance with the representations made in the Minority/Women-Owned Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

16. LOCAL VENDOR RECOGNITION

This project is covered under the City of Charleston’s Local Vendor Recognition Ordinance which states: The City of Charleston’s Procurement Policy shall allow the lowest responsive and responsible local vendor (“Local Vendor”) who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for goods and supplies and thereby be awarded the contract for goods and supplies subject to the following requirements:

A. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than $20,000;

B. The bid of the Local Vendor is within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;
C. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;

D. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;

E. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;

F. The Local Vendor must submit a City of Charleston Local Vendor Recognition Affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available in the bid documents for the solicitation of such goods and supplies.

17. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of the Contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

18. PERFORMANCE AND PAYMENT BONDS

The successful Bidder, if required by the Owner, will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.

19. DRUG FREE WORKPLACE

All Bidders must certify that they will provide a “Drug-Free Workplace” as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

--END OF INSTRUCTIONS TO BIDDERS--
City of Charleston
Bid Form

BID SUBMITTED BY: Name: __________________________________________________________

Address: _______________________________________________________________________

FOR PROJECT: CP2204 2022 Tennis and Basketball Court Resurfacing
(Number) (Name of Project)

OFFER

1. In response to the Invitation for Construction Bids, 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 City of Charleston ("Owner") in the form 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. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   [ ] Bid Bond with Power of Attorney  [ ] Cashier’s Check

   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

   ADDENDUM No.(s) ___________________________________________

5. Bidder acknowledges that neither the Owner nor any of its 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 cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the Invitation for Construction Bids and to all of the terms and conditions of the Instructions to Bidders. 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 Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer 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 construction work in accordance with the Bidding Documents:
7.1 BASE BID: Mary Utsey Park – (2) Tennis Courts

$ ________________________________

Written:____________________________________________________________

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows): These are all ADD alternates.

Add Alternate #1  Maybank Tennis Center - Courts 3 & 4

Add $ ________________________________ to the base bid

Add Alternate #2  Corrine Jones Park – Half and Full Basketball Courts

Add $ ________________________________ to the base bid

Add Alternate #3  Charleston Tennis Center – Backboard Wall Court

Add $ ________________________________ to the base bid

7.3 UNIT PRICE WORK

Bidder offers for the Owner’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 Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner 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.

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<th>UNIT PRICE</th>
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<tr>
<td>2</td>
<td>Surface Color Coat– Per S.F. ****</td>
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<tr>
<td>3</td>
<td>Line Paint – Per L.F. ****</td>
<td>1 L.F.</td>
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**** See drawing layouts for Approx. site quantities. These Unit Prices will only be used to Add or Deduct if the quantities installed differ from the amount indicated at each site.

8. BIDDER’S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER: __________________________
9. **CONTRACTOR’S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

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<th>(Classification)</th>
<th>(Subclassification)</th>
<th>(Limitations)</th>
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(SC Contractor’s License Number)

**SIGNATURE**

_________________________________________________________

(Legal Name of Person, Firm or Corporation Submitting Bid)

BY ________________________________ ________________________________

(Signature) (Date)

___________________________ ________________________________

(Title) (Phone)
MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder’s MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Charleston, SC 29403, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: ___________________________________________________________________

____________________________________  ____________________________________
Signature       Date

____________________________________  ____________________________________
Print Name       Title

Witness
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________  
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:  
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: ____________  
Name of Authorized Officer (Print/Type): ________________________________

Signature: ________________________________  
Title: ________________________________
I, ____________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

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<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tr>
<td>Minority Firm Telephone Number</td>
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<tr>
<td>Minority Firm Fax Number</td>
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<td>DBE Certification Number</td>
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<th>2. Minority Firm Name and Contact</th>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________________ Name of Authorized Officer (Print/Type): _____________________________

Sworn to before me this ____ day of ____________, 20__.  
Signature: __________________________________________________________

Notary Public for the State of ____________________________  
My Commission Expires: ____________________________  Title: ____________________________

Print Name: ____________________________  Phone Number: ____________________________
Address: ____________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____________________________. I hereby certify that on the
___________________________, Total Project Amount $____________________
(Project Name)
I will make a good faith effort to expend a minimum of ______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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<tbody>
<tr>
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Total MBE Participation:  % $ __________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:___________     Name of Authorized Officer (Print/Type):__________________________

Signature:__________________________________________

Title:______________________________________________

Sworn to before me this ___ day of ______________ , 20__.
Notary Public for the State of ____________________________

Notary Seal:______________________________________

Print Name:________________________________________

Phone Number:_______________________________________

Address:_____________________________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of __________________________

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the __________________________

______________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of
this type Project, and normally performs and has the capability to perform and will perform all the elements
of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support
of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder
to the commitments contained herein. I certify, under penalties of perjury, that I have examined the
information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and
complete.

Date: __________ Name of Authorized Officer (Print/Type): __________________________

Signature: __________________________

Title: __________________________

Sworn to before me this ___ day of ____________, 20__.           Notary Seal:

Notary Public for the State of __________________________
My Commission Expires: __________________________
Print Name: __________________________
Phone Number: __________________________
Address: __________________________
_________________________________________
CITY OF CHARLESTON
M/WBE PARTICIPATION REPORT

PROJECT NAME/NO.(s): 2022 TENNIS AND BASKETBALL COURT RESURFACING
 REPORT PERIOD: ________________ REPORT NO.: ______

CONTRACTOR ________________________________ DATE: ________________

ORIGINAL CONTRACT AMOUNT $ ________________ ORIGINAL M/WBE GOAL % ______ M/WBE AMOUNT $ ________________

REVISED CONTRACT AMOUNT $ ________________ REVISED M/WBE GOAL % ______ REVISED M/WBE AMOUNT $ ________________

<table>
<thead>
<tr>
<th>APPROVED</th>
<th>DESCRIPTION OF WORK</th>
<th>MBE/WBE</th>
<th>ORIG.SUBCNTR AMOUNT</th>
<th>CONTRACT CHANGE</th>
<th>NEW SUBCNTR AMOUNT</th>
<th>EARNINGS-TO-DATE</th>
<th>% OF CONTRACT</th>
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CONTRACT CHANGE ORDERS

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<th>DESCRIPTION OF WORK</th>
<th>MBE/WBE</th>
<th>ORIG.SUBCNTR AMOUNT</th>
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TOTAL M/WBE COMMITTED-TO-DATE $ __________________

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE.

SIGNED ________________________________

CONTRACTOR ________________________________

REMARKS ________________________________

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

SIGNED _____________________ TITLE ________________

REV 2018
INSTRUCTIONS TO CONTRACTOR

In order to receive credit toward the contractor M/WBE goal; the prime contractor must complete the reverse side and submit this form to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contracting M/WBE goals and may delay monthly progress payment. Furthermore, this form must be submitted with each Payment, beginning with the first pay request.

1. Report Number: Reports must be consecutively numbered.
2. Date: Actual date of the pay request period.
3. Earnings To-Date: Show the actual amount that each M/WBE has earned-to-date under the contract.
4. Percent of Contract: This percentage is calculated using the contract amount and the total M/WBE earnings-to-date.
5. Certification: The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.

GENERAL INFORMATION

When the approved M/WBE is to provide materials, goods or services, this completed form must be submitted to the Project Manager. Upon receipt of this form the Project Manager will forward to the Manager of Minority Business Enterprise.

The prime contractor may not change M/WBE firms without prior written approval of the City, provided the M/WBE goal is met and the changes conform to contract regulations. Written request for substitution of an M/WBE first must include a valid explanation for the substitution. If the contractor is unable to replace an M/WBE with another M/WBE, after performing and documenting Good Faith Efforts, the contractor must explain how the M/WBE goal will be met.

This form should be updated and submitted to the Project Manager with each pay request.

Upon completion of the work, a final M/WBE Participation Report will be required and submitted to the Project Manager prior to final payment. All information shown on the form must be completed, including the final earnings of each approved M/WBE.

When the prime contractor is an approved M/WBE, it will only be necessary to complete the total M/WBE earnings-to-date.

Joint ventures between non-M/WBE and an M/WBE: Only that portion of the work for which the M/WBE is responsible may be used to satisfy the requirement.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me __________________________ (the “Bidder seeking Local Vendor Recognition”) who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: __________________________________________________________

CHARLESTON STREET ADDRESS: ______________________________

SIGNATURE: ______________________________ TITLE: ________________

By: ________________________________

(Print Name)

Sworn to and subscribed before me at ____________________________
State of ________________, this _____ day of ____________, 20__.

______________________(SEAL)

Notary Public for ________________
My Commission Expires ______________

City of Charleston Local Vendor Recognition Affidavit 3-12-2013
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, ____________________________________________(Name of Principal) AS PRINCIPAL, and _______________________________________________________________, as SURETY (Name of Surety) are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of ____________________________________________________________________________ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _______________________, 20_______, for Project Name: 2022 Tennis and Basketball Resurfacing and Project Number: CP2204.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _______ day of _________________, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) __________________________________________ (Name of Principal)

By: _________________________________

(SEAL) __________________________________________ (Name of Surety)

By: _________________________________

Sealed and delivered in the presence of:

________________________________________
At the Contractor’s option, this form may be substituted with a Power of Attorney form from the Contractor’s Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER’S ATTORNEY

I, the undersigned, ____________________________________________,
the duly authorized and acting legal representative of ____________________________
______________________________________, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof,
and I am of the opinion that each of the aforesaid agreements has been duly executed by the
proper parties thereto acting through their duly authorized representatives; that said
representatives have full power and authority to execute said agreements on behalf of the
respective parties’ names thereon; and that the foregoing agreements constitute valid and legally
binding obligations upon the parties executing the same in accordance with terms, conditions and
provisions thereof.

_________________________________________    ___________________________
(Signature)                                      (Date)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ____________________________
(Name of Contractor)
at ____________________________, (Address of Contractor)

a ____________________________, hereinafter called “Principal”,
(Corporation, Partnership or Individual)

and ____________________________,
(Name of Surety)
at ____________________________, (Address of Surety)

and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called “Owner”, in the penal sum of:

_____________________________ Dollars($____________________)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the __________ day of _________________, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

CP2204  2022 Tennis and Basketball Court Resurfacing
(Project #)  (Project Name)

NOW, THEREFORE, is the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of __________________, 20__. 

ATTEST:

____________________________________________________________________
(Principal)
By: __________________________________________________________________

(Principal) Secretary
(SEAL)

(Witness as to Principal) __________________________________________________________________
(Address)

ATTEST:

____________________________________________________________________
(Surety)

(Surety) Secretary
(SEAL)

____________________________________________________________________
(Attorney-in-fact)
(Address)

(Address)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
At the Contractor’s option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor’s Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that ______________________ at ______________________
   (Name of Contractor)  (Address of Contractor)

a ______________________, hereinafter called “Principal”, and
   (Corporation, Partnership or Individual)

____________________ at ______________________,
   (Name of Surety)  (Address of Surety)

herinafter called “Surety”, are held and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called “Owner”, in the penal sum of ______________________ Dollars ($____________________)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the __________ day of ______________________, 2002, a copy of which is hereto attached and made a part hereof for the construction of:

CP2204 2022 Tennis and Basketball Court Resurfacing
   (Project Name)

NOW, THEREFORE, is the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of __, 20___.

ATTEST:

(Principal) Secretary

By: ____________________________

(SEAL)

(Witness as to Principal) ____________________________ (Address)

ATTEST:

(Surety) Secretary

By: ____________________________

(SEAL)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
CONTRACTOR INFORMATION
*Completed form to be provided with bids

A. Name and Address of Company: _____________________________________________
   ____________________________________________________________
   Principal Name: _____________________________________________
   Phone No.: _________________________________________________

B. How many years has your company been in business as a contractor? ______________

C. How many years has your company been in business under its present business name?
   ____________________________________________________________

D. Under what other or former names has your company operated? ________________
   ____________________________________________________________
   ____________________________________________________________

E. List jurisdictions and trade categories in which your company is legally qualified to do
   business, and indicate registration or license numbers, if applicable. ________________
   ____________________________________________________________
   ____________________________________________________________

F. List the categories of work that your company normally performs with its own forces:
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

G. On the “Bidders References”, list the major projects your company has completed in the past
   five years giving the name of the project, owner, architect, job superintendent, date of
   completion, project schedule, any disputes regarding the contract, the amount of the bid and
   percentage of cost of the work performed with your own forces. Please provide five (5)
   separate forms – one for each project.
**BIDDER'S REFERENCES**

*Completed form to be provided with bids*

Contractor must supply a minimum of 5 references – Use Separate Form for each Project

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<td>A.</td>
<td>Name and Address of Owner/Client: ________________________________</td>
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<td>Contact Name: ________________________________</td>
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<td>Phone No.: ________________________________</td>
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<td>B.</td>
<td>Name and Address of the Project: ________________________________</td>
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<td>C.</td>
<td>Name of the Architectural/Engineering Firm for the Project, if Applicable: ________________________________</td>
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<td>Name of the Project Architect/Engineer, if Applicable: ________________________________ Phone No.: ________________________________</td>
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<td>D.</td>
<td>Name of Your Job Superintendent: ________________________________</td>
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<td>E.</td>
<td>Contract Date: ________________ Date of Completion: ________________</td>
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<td>F.</td>
<td>Project is on Schedule or has been completed on Time: Yes ____ No ____</td>
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<td>If no, number of days late: _______ Explain: ________________________________</td>
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<td>G.</td>
<td>Contract dispute or failure to complete contract to Owner satisfaction: Yes ____ No ____</td>
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<td>If Yes, Explain: ________________________________</td>
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<td>H.</td>
<td>Amount of Bid: ________________________________ Final Project Cost: ________________________________</td>
</tr>
<tr>
<td></td>
<td>Explain Difference, if any: ________________________________</td>
</tr>
</tbody>
</table>
Contractor’s Daily Report

Project: ___________________________ Contractor: ___________________________ Date: ___________________________


Work Performed Today:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Instructions from A/E or Owner:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Quality Control Issues:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Safety Issues:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Testing Performed/Results:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Personnel on Site:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

New Materials/Equipment on Site:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Construction Superintendent: ___________________________ Date: ___________________________

Note: The Contractor may use this form or any report that contains equal information. Copies of the previous week's Daily Reports shall be submitted to the Owner’s Representative each Monday.
City of Charleston
Short Form Small Construction Contract
PROJECTS $000.00 TO $100,000.00

THIS CONTRACT, made this ___ day of ___, 20___ by and between:

The Owner: City of Charleston and the Contractor: ___________
Department of Parks
823 Meeting Street
Charleston, SC 29403

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP2204 - 2022 Tennis and Basketball Court Resurfacing
(Project Number) - (Project Name)

Short Description of the Project:

WHEREAS, the Contractor, whose South Carolina professional license is ___________, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston CONTRACTOR: __________________________
BY: John J. Tecklenburg (Signature of Contractor Representative)
Mayor

(Name of Contractor Representative)

ITS: __________________________
TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:
   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be
   d. calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with
      the terms of this Contract.
   e. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and
      accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:
   a. THE CONTRACT SUM OF _____ to be paid in response to the Contractor’s Applications for
      Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the
      Contract Documents and are hereby accepted by the Owner: ____________________________
      Not Applicable

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:
   It is acknowledged that the Contractor’s failure to achieve substantial completion of the Work within
   the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic
   damages and losses of types and in amounts which are impossible to compute and ascertain with certainty
   as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair,
   reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the
   Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against
   Contractor and its Surety, in the event of delayed completion and without the Owner being required to
   present any evidence of the amount or character of actual damages sustained by reason thereof; therefore
   Contractor shall be liable to the Owner for payment of liquidated damages in the amount of
   ____________________________ ($_______) for each day that Substantial
   Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract
   Documents. Such liquidated damages are intended to represent estimated actual damages and are not
   intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate
   this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS
A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: ________
   3. the Project Drawings dated ______ along with the Project Drawings listed in the Project Manual;
   5. the Contractor’s completed Bid Form;
   6. all Change Orders and Change Directives;
   7. ________________________________
   8. ________________________________

Small Construction Contract
Revised 9/26/2017 - JEB
ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
   1. it and its subcontractors (if any) are financially able to complete the Work;
   2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
   3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
   4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
   5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor’s Rights and Responsibilities
   In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
   1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
   2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
   3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
   4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
   5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
   6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor’s agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
   7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
   8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
   9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner’s Rights and Responsibilities
   In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
   1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
   2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
   3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
   4. act as the A/E in the absence of a licensed design professional.
E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:
1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION
A. Shop Drawings and Samples
1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor’s review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit [number] sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship
1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City’s building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions
1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the
design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the
specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is
specified without the prior written approval from the A/E, which shall be granted only with the
concurrence of the Owner.

E. Changes in the Work
1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a
Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work
promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document
the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with
overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:
      Overhead (%)  Profit (%)  Commission (%)
      10        7    0
   b. For the Contractor or subcontractor on Work performed by its subcontractors:
      Overhead (%)  Profit (%)  Commission (%)
      10        0    3
   c. To a first tier subcontractor on Work performed by its subcontractors:
      Overhead (%)  Profit (%)  Commission (%)
      10        0    3
   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the
      number of subcontractor tiers ("commission" is defined as profit on Work performed by others).
      The Contractor or subcontractor shall not be allowed overhead or commission on the overhead,
      profit, and/or commission received by its subcontractors. Changes to the Work that decrease the
      Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change
Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment
1. The Contractor shall have an authorized person or persons to receive all items and shall properly
unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with
the Delivery Order or manufacturer’s printed instructions of each product.

G. Reports
1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall
be submitted to the Owner on a weekly basis.

H. Time for Completion
1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond
the control of the Contractor shall be adequately documented and submitted to the Owner with any
request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for
delays due to inclement weather. Delays due to weather beyond the five days may be requested as a
time extension to the time for completion. The Contractor shall submit job site weather data supporting
the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial
Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on
Page 1 and reduce the Contractor’s final payment by that amount.
I. Guarantees and Warranties
   1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
   2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site
   1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
   2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes
   1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
   2. The Contractor’s attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4 - PAYMENTS
A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/E’s evaluation of the Contractor’s Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor’s last payment until the Final Application for Payment is paid.
D. The Contractor’s Final Application for Payment may be submitted when the following have occurred:
   1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
   2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
   3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
   4. The Contractor has completed all training and other startup/turnover support activities with the Owner’s staff.
E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 - CLAIMS
A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

Small Construction Contract
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C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION
A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT
A. Owner’s Right of Termination
   1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner’s convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
   2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor’s Right of Termination
   1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
      a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
      b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
   2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
   3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner’s Right of Suspension
   1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
   2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.
ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY
A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
D. For the purposes of this Contract, the term “rendered harmless” shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY
A. The Contractor shall indemnify and save harmless the Owner and the Owner’s officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS
A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor’s operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
B. The Contractor’s Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   2. Independent Contractor’s Protective.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor’s obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.
C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:
      a. General Aggregate (per project) $ 2,000,000
      b. Products/Completed Operations $ 1,000,000
      c. Personal and Advertising Injury $ 1,000,000
d. Each Occurrence $1,000,000

e. Fire Damage $50,000

f. Medical Expense (any one person) $5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
   a. Combined Single Limit $1,000,000
   -OR-
   b. Bodily Injury & Property Damage (each) $1,000,000

3. Workers Compensation
   a. State Statutory
   b. Employer’s Liability
      $100,000 Per Accident
      $500,000 Disease, Policy Limit
      $100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor’s Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as “Per Project”, or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor’s Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor’s general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor’s liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor’s commencing the Work be construed as a waiver by the Owner of the Contractor’s obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds
   The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.
   1. Bonds shall each be in the amount of 100% of the amount of the Contract.
   2. The Surety providing the Bonds shall have, at a minimum, a “Best Rating” of “A” as stated in the most current publication of “Best’s Key Rating Guide, Property–Casualty”. In addition, the Surety shall have a minimum “Best Financial Strength Category” of “Class V” and in no case less than five (5) times the Contract amount. The Bonds shall:
      a. be issued by a surety company licensed to do business in South Carolina; and,
      b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
      c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
      d. display the Surety’s Bond Number.

I. Property Insurance
   The Contractor shall purchase and maintain Builder’s Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.
ARTICLE 11 – CORRECTION OF WORK
A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.
B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner’s expenses and compensation to the A/E, if necessary.
C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER
A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
B. The Contractor agrees to allow access to the site by the Owner’s workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS
If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT
A. The Contractor shall have completed the unfinished and defective Work listed in the “punch list” and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW
This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS
A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
City of Charleston

CONTRACTOR’S REQUEST FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:  CP 2204  2022 Tennis and Basketball Court Resurfacing

This is Part One of a two-part form. It is to be completed by the Contractor and delivered to the A/E. Part Two, Certificate of Substantial Completion, is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION
I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility and is limited to items minor in scope and nature.
B. The required Contractor’s Punch List is attached. (Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.)
C. All other requirements of the Contract have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start-up activities.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:

CONTRACTOR:
(Signature of Contractor Representative)  (Print or Type Name of Contractor Rep)  Date

INSTRUCTIONS TO THE CONTRACTOR:
Forward this completed form with all required attachments to the A/E for approval, with copy to the City.

ATTACHMENTS:
1. Contractor’s Punch List.
2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire and licensing etc.)
3. Other attachments per Contract Documents

A/E:  I ___ concur ___ do not concur that the Work is ready for inspection and testing.

(Signature of A/E Representative)  (Print or type Name of A/E Rep)  (Date)

INSTRUCTIONS TO THE A/E:
1. If concur, return this completed form to the Contractor, with a copy to the City, and schedule a date for inspection mutually agreeable to Contractor, A/E and City.
2. If not concur, state reason(s) below. Attach additional sheets if needed. Return completed form to the Contractor with copy to the City.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CP2204  2022 Tennis and Basketball Court Resurfacing
(Number)    (Name)

This is Part Two of a two-part form. The Contractor Request for Certificate of Substantial Completion is to be completed by the Contractor and delivered to the A/E or design professional. The Certificate of Substantial Completion is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility occupants and is limited to items minor in nature and scope. (Examples are minor repairs to finishes, electrical device cover plates, and hardware and window adjustments.)
B. The Contractor’s Request for Certificate of Substantial Completion and all attachments thereto have been reviewed and any exceptions are noted.
C. The composite A/E’s Punch List is attached, with the status of each item noted.
D. All other requirements of the Contract related to Substantial Completion have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

DATE FOR SUBSTANTIAL COMPLETION:
(This is also the date for the commencement of warranties required by the Contract.)

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION.

A/E’s CERTIFICATE BY:

(Signature of A/E Representative)    (Print or Type Name of A/E Rep)

ITS:    (Date)

INSTRUCTIONS TO THE A/E:

Forward both the Contractors Request and this form with attachments to the City for review and approval.

CITY ACCEPTANCE:

(Signature of City Representative)    (Print or Type Name of City Rep)

ITS:    (Date)
City of Charleston
SUBSTANTIAL COMPLETION AGREEMENT

PROJECT: CP 2204  2022 Tennis and Basketball Court Resurfacing
(Number)          (Name)

Instructions: The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Partial Substantial Completion is anticipated the sequence and portions of the project shall be identified and the selected items below will be required for each partial substantial completion area.

ARTICLE 1 – CITY REQUIREMENTS
In addition to the requirements of the Construction Documents, a Substantial Completion requires the following certifications and documents to be fully completed, executed, approved and delivered attached to this form.

1. Approval by South Carolina Department of Health & Environmental Control for:
   □ a. Potable water
   □ b. Sewer and waste water system
   □ c. Air emissions
   □ d. Food Service
   □ e. Facility Licensing
   □ f. Other (list): ______________________

2. Certification from the Site Civil Engineer and /or Landscape Architect of Record that:
   □ a. Plantings and grassing have been inspected and are in accord with specifications and regulations.
   □ b. Site drainage and storm water retention system have been inspected and are in accord with specifications and regulations.
   □ c. Other (list): ______________________

3. Certification from the Mechanical Engineer of Record that:
   □ a. Fire suppression system has been tested and is operational.
   □ b. Condensate lines and drains are as designed and operational.
   □ c. HVAC system has been tested and balanced.
   □ d. Fuel gases system inspected and in accord with regulations.
   □ e. Boiler systems tested and certified in accordance with regulations.
   □ f. Plumbing systems are as designed and operational.
   □ g. Laboratory/medical gas systems tested and operational.
   □ h. Other (list): ______________________

4. Certification from the Electrical Engineer of Record that:
   □ a. Electrical system has been tested and operates in accord with codes.
   □ b. Fire alarm system has been tested and operates in accord with codes.
   □ c. Smoke detection system has been tested and operates in accord with codes.
   □ d. Smoke evacuation system has been tested and operates in accord with codes.
   □ e. All lights and switches, receptacles are function as designed.
   □ f. Emergency illumination is operational as designed.
   □ g. Other (list): ______________________

6.12.03
5. Construction Inspection Services
   a. Copies of all inspection reports are provided and corrections are documented as satisfactory.
   b. Building Official has provided Certificate of Occupancy or written approval of the project.
   c. Other (list):

6. Letter or Certificate of Approval from the local Fire Official.
   a. Fire protection services can be provided.
   b. Access for fire fighting equipment is acceptable.
   c. Fire extinguishers and their locations are acceptable.
   d. Exit paths are maintained clear and with little or no fire exposure.
   e. Other (list):

7. Certification from Fire Marshal that:
   a. Sprinkler system test and inspection report is acceptable.
   b. Stand pipes are satisfactorily installed and operational.
   c. Range hood and fire suppression system is installed and operational.
   d. Other (list):

8. Other:

   ARTICLE 2 – A/E REQUIREMENTS

Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form. The Punch List of incomplete or unacceptable work may not include any fire and life safety items.

1. Contractor has furnished the final punch list as required by General Conditions
   a. Building egress and exit paths are clear of construction materials and equipment.
   b. All building systems are functional and correctly operating.
   c. Other (list):

2. Contractor has furnished the required Documents and Manuals:
   a. Field-record drawings with “as built” markings.
   b. Building system operations and maintenance manuals.
   c. Spare parts and extra materials stocks as per specifications.
   d. Other (list):

3. Other:
ARTICLE 3 – CONTRACTOR’S REQUIREMENTS

In addition to the requirements of the Construction Documents, Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form.

1. City intends to occupy the facility as defined in the Contract and as follows:
   a. When facility is finally complete (one date).
   b. When identified portions of the facility are complete (multiple dates as attached).
   c. In phases (as per City schedule attached).
   d. Other (list): ____________________________________________

2. Sub-contractors have furnished the required documents, training and manuals.
   a. City facility personnel have been trained as per specifications.
   b. Building system operations and maintenance manuals delivered to the Contractor.
   c. Building keying is completed for delivery to City.
   d. Other (list): ____________________________________________

3. Consent of Surety to the:
   a. Release of Retainage.
   b. Final Payment.

4. Other:
   a. This project requires a Certificate of Substantial Completion.
   b. Warranties begin on a date other than the Substantial Completion date(s) (Explain below.)
   c. Other (list): ____________________________________________

This agreement becomes part of the Contract for Construction by attachment to the Contract and Standard Supplementary Conditions governed by Paragraph 9.8. This agreement does not change the provisions of the Contract except to establish a mutual understanding of the terms and expectations of “Substantial Completion”. The signing parties for the City, A/E and Contractor have authority to act on behalf of their organizations and in this capacity. This agreement is executed on the date indicated below. (It is required that this form be attached to the Bid Documents and executed at the earliest opportunity or at the preconstruction conference. Consultants, subcontractors, code inspectors, and other parties who have an interest in or are mentioned in this document should be so informed by receiving copies of the executed document.)

BY: __________________________ (Signature of City Representative)  __________________________ (Name of City Representative)

ITS: __________________________ DATE __________________________

BY: __________________________ (Signature of A/E Representative)  __________________________ (Name of A/E Representative)

ITS: __________________________ DATE __________________________

BY: __________________________ (Signature of Contractor Representative)  __________________________ (Print or Type Name of Contractor Rep)

ITS: __________________________ DATE __________________________
City of Charleston
CERTIFICATE OF FINAL COMPLETION

PROJECT: CP 2204  2022 Tennis and Basketball Court Resurfacing
(Contractor)
(Number) (Name)

CONTRACTOR’S NOTIFICATION AND CERTIFICATION

I hereby notify the A/E and the City that the Work for the above Project is or will be fully completed on the date stated below. All items of punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents. The Facility is or will be ready for FINAL INSPECTION and TESTING on _______.

CONTRACTOR: ____

BY: ________________________________ (Signature of Contractor Representative)

(Print or type Name of Contractor Representative)

ITS: ________________________________

A/E’s CERTIFICATE AND CITY ACCEPTANCE OF FINAL COMPLETION

The A/E and City agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION
N/A

A/E’s CERTIFICATION:

BY: ________________________________ (Signature of A/E Representative)

(Print or Type Name of A/E Rep)

ITS: ________________________________ N/A

Date of Final Completion

CITY ACCEPTANCE:

BY: ________________________________ (Signature of City Representative)

(Print or Type Name of City Rep)

ITS: _______ _______ _______

Date of Acceptance
SECTION II
BASE BID SCOPE OF WORK WITH ALTERNATES

**Base Bid**
Mary Utsey Park
1350 Orange Grove Rd., Charleston, SC 29407

**Court Information**
Approx. 12,200 S.F.
2,294 L.F. of striping (includes all existing lines)
Paint: Inside Court = Forest Green
   Outside Court = Medium Green

* It is the bidder’s responsibility to make site visits prior to bidding for accuracy of court conditions and of linear feet / quantities of material needed.
** The awarded bidder will be required to dispose of all waste off site. Nothing shall be left at any facility.
*** Vehicles are prohibited on courts

- Remove existing net systems. Poles to remain. Store nets in safe and secure location for re-use.
- Both courts are exhibiting severe cracking which is estimated to be approx. 1300 linear feet.
- There are several areas along the perimeter where the courts will need smoothed out and re-leveled.
- Resurface the courts per specifications including all required preparation recommended by the manufacturer. Specification B is applicable to these courts.
- Stripe newly surfaced courts to match previous line layouts including existing Pickelball and Start Smart Junior Lines per ASTA requirements.
- Reinstall net systems and appropriately tighten.
Current Conditions: Tennis Courts
SECTION II
BASE BID SCOPE OF WORK WITH ALTERNATES

Alternate 1
Maybank Tennis Center
1880 Houghton Dr, Charleston, SC 29412

Court Information
Courts 3 & 4: Approx. 14,400 combined S.F.
1,640 L.F. of striping. (includes all existing lines)
Paint: Inside Court = Forest Green
Outside Court = Medium Green

* It is the bidder's responsibility to make site visits prior to bidding for accuracy of court conditions and of linear feet / quantities of material needed
** The awarded bidder will be required to dispose of all waste off site. Nothing shall be left at any facility.
*** Vehicles are prohibited on courts

- Remove existing net systems. Poles to remain. Store nets in a safe and secure location for re-use.
- Courts 3-4 are exhibiting areas of minor to hairline cracking. Cracking beyond “minor” is estimated to be less than 10 linear feet.
- Resurface courts per specifications including all required preparation recommended by the manufacturer. Specification A is applicable to these courts.
- Stripe newly surfaced courts to match previous line layout and add Start Smart Junior Lines to both courts per ASTA requirements.
- Reinstall net systems and appropriately tighten.
Current Conditions: Courts 3-4
SECTION II
BASE BID SCOPE OF WORK WITH ALTERNATES

Alternate 2
Corrine Jones Park
36 Marlow Dr. Charleston, SC 29403

Court Information
Half Basketball Court - Approx. 2,300 S.F., 327 L.F. of striping (includes all existing lines), Paint: 1,496 S.F. of Brick Red, 804 S.F. of Dark Blue
Full Basketball Court – Approx. 4,750 S.F., 657 L.F. of striping (includes all existing lines), Paint: 2,969 S.F. of Brick Red, 1,781 S.F. of Dark Blue

* It is the bidder's responsibility to make site visits prior to bidding for accuracy of court conditions and of linear feet / quantities of material needed.
** The awarded bidder will be required to dispose of all waste off site. Nothing shall be left at any facility.
*** Vehicles are prohibited on courts

- Several areas in both courts are exhibiting limited hairline cracking which appears to be minor. Crack repair beyond “minor” is estimated to be approx. 870 linear feet.
- Resurface the courts per specifications including all required preparation recommended by the manufacturer. Specification B is applicable to these courts.
- Stripe newly surfaced courts to match previous line layouts
Current Conditions: Half Basketball Court
Current Conditions: Full Basketball Court
SECTION II
BASE BID SCOPE OF WORK WITH ALTERNATES

Alternate 3
Charleston Tennis Center
19 Farmfield Ave., Charleston, SC 29407

Court Information
Backboard Wall Court
Approx. 2,597 S.F.
49 L.F. of striping (includes all existing lines)
Paint: Medium Green

* It is the bidder's responsibility to make site visits prior to bidding for accuracy of court conditions and of linear feet / quantities of material needed.
** The awarded bidder will be required to dispose of all waste off site. Nothing shall be left at any facility.
*** Vehicles are prohibited on courts

- Court is exhibiting areas of minor to hairline cracking. Cracking beyond “minor” is estimated be approx. 360 linear feet.
  In addition, there are areas that appear to be holding water and will need leveled prior to resurfacing.
- Resurface the court per specifications including all required preparation recommended by the manufacturer.
  Specification B is applicable to this court.
- Stripe newly surfaced court to match previous line layout.
Current Conditions: Backboard Court

Circles indicating potential low spots that need leveled to minimize standing water.
SPECIFICATION A

SPORT COURT RESURFACING – Courts in Fair condition

PART 1 - GENERAL

1.1 WORK INCLUDES:

A. Repairs and resurfacing of the Tennis / Basketball Courts as outlined below:
   a) Clean, scrape and power wash the entire court area.
   b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
   c) Flood-testing the court surface to verify that low areas that fail the “nickel test” have been addressed.
   d) Applying specified color coats to all court surfaces; to include two (2) coats of acrylic resurfacer and two (2) finish coats as specified.
   e) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
   f) Site clean-up and removal of material containers.

1.2 SUBMITTALS:

A. Provide manufacturer’s literature and application instructions for all products intended for use, including the structural crack repair methods.

1.3 QUALITY ASSURANCE:

A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products to site in sealed and labeled containers.
B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer’s instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
B. Do not apply materials if rain is forecast within 24 hours of application.
C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects
from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Surface coating products specified as a standard of quality are manufactured by:
   a. Laykold (Advanced Polymer Technology); Harmony PA 16037; (724) 452-1330; www.advpolytech.com
   b. California Sport Surfaces; Andover MA 01810; (978) 623-9980 www.californiasportsurfaces.com
   c. Nova Sports USA, Inc.; Milford MA 01757; (508) 473-6540 www.novasports.com
   d. Stegas, Inc./ACRYTECH Sport Surfaces; Decatur GA 30035; (770) 734-3000; www.tennispaint.com
   e. RiteWay LLC; Branford, CT 06405; (203) 433-4791; www.ritewaytennis.com
   f. Other products may be substituted “as equal” and are subject to approval by the Owner’s Representative.

2.2 MATERIALS:

A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer’s requirements.
C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer’s requirements. Color to be match existing court colors (varies by site).
D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

A. Clean, scrape, and power wash (min. 2,500 psi) entire court surface as needed to produce a clean surface suitable for the application of new materials.
B. Remove areas of surface delamination from underlying substrate.
C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer’s recommendations.
D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.

E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.

F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

A. Apply two coats of sand-filled acrylic resurfacer to entire area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer’s requirements. Apply second coat perpendicular to the first.

B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer’s mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.

C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer’s instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.

D. Each coat applied must be inspected and approved by the City’s representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City’s representative when each coat is ready for inspection.

E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper that the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.

F. Paint court lines in accordance with the following guidelines:
   1. All lines shall match the layout of the existing court before resurfacing. NOTE: QuickStart lines are to be placed on all tennis courts using the USTA 60’ Blended Lines layout. Owner to approve line color.
   2. Lines are to be primed prior to application of white line paint.
   3. Fuzzy or irregular lines edges will not be acceptable.
   4. Contractor is responsible for noting the existing line layout before resurfacing.

G. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION
SPECIFICATION B

SPORT COURT RESURFACING – Courts in ‘Poor’ condition

PART 1 - GENERAL

1.1 WORK INCLUDES:

A. Repairs and resurfacing of the Tennis / Basketball Courts as outlined below:
   a) Clean, scrape and power grind the entire court area prior to power washing.
   b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural
      crack repair as required.
   c) Flood-testing the court surface to verify that low areas that fail the “nickel test”
      have been addressed.
   d) Applying specified color coats to all court surfaces; to include two (2) coats of
      acrylic resurfacer and two (2) finish coats as specified.
   e) Applying court lines to meet USTA / ASBA requirements; to include one (1)
      primer / sealer coat and two (2) white textured coats.
   f) Site clean-up and removal of material containers.

1.2 SUBMITTALS:

A. Provide manufacturer’s literature and application instructions for all products
   intended for use, including the structural crack repair methods.

1.3 QUALITY ASSURANCE:

A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who
   are completely familiar with the specified requirements and the methods needed for
   proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products to site in sealed and labeled containers.
B. Store paint materials in shade at a minimum ambient temperature of 50°F and a
   maximum of 90°F in a ventilated area, and as required by manufacturer’s
   instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

A. Do not apply materials when surface and ambient temperatures are outside the
   temperature ranges required by the product manufacturer.
B. Do not apply materials if rain is forecast within 24 hours of application.
C. Protect surface from damage from vandalism and/or inappropriate use.
1.6 WARRANTY:

A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. Surface coating products specified as a standard of quality are manufactured by:
   a. Laykold (Advanced Polymer Technology); Harmony PA 16037; (724) 452-1330; [www.advpolytech.com](http://www.advpolytech.com)
   b. California Sport Surfaces; Andover MA 01810; (978) 623-9980 [www.californiasportsurfaces.com](http://www.californiasportsurfaces.com)
   c. Nova Sports USA, Inc.; Milford MA 01757; (508) 473-6540 [www.novasports.com](http://www.novasports.com)
   d. Stegas, Inc./ACRYTECH Sport Surfaces; Decatur GA 30035; (770) 734-3000; [www.tennispaint.com](http://www.tennispaint.com)
   e. RiteWay LLC; Branford, CT 06405; (203) 433-4791; [www.ritewaytennis.com](http://www.ritewaytennis.com)
   f. Other products may be substituted “as equal” and are subject to approval by the Owner’s Representative.

2.2 MATERIALS:

A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer’s requirements.
C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer’s requirements. Color to be match existing court colors (varies by site).
D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

A. Clean, scrape, power grind and power wash (min. 2,500 psi) entire court surface as needed to produce a clean surface suitable for the application of new materials.
B. Remove areas of surface delamination from underlying substrate.
C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer’s recommendations.

D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.

E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.

F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

A. Apply two coats of sand-filled acrylic resurfacer to entire area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer’s requirements. Apply second coat perpendicular to the first.

B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer’s mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.

C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer’s instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.

D. Each coat applied must be inspected and approved by the City’s representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City’s representative when each coat is ready for inspection.

E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper that the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.

F. Paint court lines in accordance with the following guidelines:
   1. All lines shall match the layout of the existing court before resurfacing. **NOTE:** QuickStart lines are to be placed on all tennis courts using the USTA 60’ Blended Lines layout. Owner to approve line color.
   2. Lines are to be primed prior to application of white line paint.
   3. Fuzzy or irregular lines edges will not be acceptable.
   4. Contractor is responsible for noting the existing line layout before resurfacing.

G. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION
SPECIFICATION C

SPORT COURT RESURFACING – Isolated repairs of delaminated and / or damaged areas.

PART 1 - GENERAL

1.1 WORK INCLUDES:

A. Repairs and resurfacing of the Tennis /Basketball Courts as outlined below:
   a) Clean, scrape and power wash the affected court areas.
   b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
   c) Applying specified color coats to affected court surfaces; to include acrylic resurfacer and finish coats as required to effect the repair.
   d) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
   e) Site clean up and removal of material containers.

1.2 SUBMITTALS:

A. Provide manufacturer’s literature and application instructions for all products intended for use, including the structural crack repair methods.

1.3 QUALITY ASSURANCE:

A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

A. Deliver products to site in sealed and labeled containers.
B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer’s instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
B. Do not apply materials if rain is forecast within 24 hours of application.
C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.
PART 2 - PRODUCTS

2.1 MANUFACTURERS:
A. Surface coating products specified as a standard of quality are manufactured by:
   a. Laykold (Advanced Polymer Technology); Harmony PA 16037; (724) 452-1330; www.advpolytech.com
   b. California Sport Surfaces; Andover MA 01810; (978) 623-9980 www.californiasportsurfaces.com
   c. Nova Sports USA, Inc.; Milford MA 01757; (508) 473-6540 www.novasports.com
   d. Stegas, Inc./ACRYTECH Sport Surfaces; Decatur GA 30035; (770) 734-3000; www.tennispaint.com
   e. RiteWay LLC; Branford, CT 06405; (203) 433-4791; www.ritewaytennis.com
   f. Other products may be substituted “as equal” and are subject to approval by the Owner’s Representative.

2.2 MATERIALS:
A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer’s requirements.
C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer’s requirements. Color to be match existing court colors (varies by site).
D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:
A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:
A. Clean, scrape, and power wash (min. 2,500 psi) affected court surface as needed to produce a clean surface suitable for the application of new materials.
B. Remove areas of surface delamination from underlying substrate.
C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer’s recommendations.
D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.
E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.
F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

A. Apply sand-filled acrylic resurfacer as needed to affected area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer’s requirements.
B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer’s mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.
C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer’s instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.
D. Each coat applied must be inspected and approved by the City’s representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City’s representative when each coat is ready for inspection.
E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper that the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.
F. Paint court lines in accordance with the following guidelines:
   1. All lines shall match the layout of the existing court before resurfacing.
   2. Lines are to be primed prior to application of white line paint.
   3. Fuzzy or irregular lines edges will not be acceptable.
   4. Contractor is responsible for noting the existing line layout before resurfacing.
G. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION
# LAYKOLD COLORCOAT CONCENTRATE

## TYPICAL PHYSICAL PROPERTIES

<table>
<thead>
<tr>
<th>TEST</th>
<th>RESULT</th>
<th>TEST METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>As Supplied, Undiluted Material</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Solids</td>
<td>53%</td>
<td>ASTM D 2369</td>
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<tr>
<td>Specific Gravity</td>
<td>1.27</td>
<td>ASTM D 1475</td>
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<tr>
<td>Weight per Gallon</td>
<td>10.60 lbs/gal</td>
<td>ASTM D 1475</td>
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<tr>
<td>Viscosity</td>
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<td>ASTM D 2196</td>
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<tr>
<td>pH</td>
<td>9.5</td>
<td>pH meter</td>
</tr>
<tr>
<td>Dry Time</td>
<td>&lt;4 hours</td>
<td>ASTM D 1640</td>
</tr>
<tr>
<td>Gloss</td>
<td>2.0</td>
<td>ASTM D 523</td>
</tr>
<tr>
<td>Freeze-Thaw</td>
<td>5 cycles min.</td>
<td>ASTM D 2243</td>
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<tr>
<td>Minimum Application</td>
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<tr>
<td>Temperature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Acrylic Polymer</td>
<td>18 - 20%</td>
<td>As Supplied</td>
</tr>
<tr>
<td>% Volatile (incl. Water)</td>
<td>42 - 45%</td>
<td>As Supplied</td>
</tr>
<tr>
<td>% Pigments and Fillers</td>
<td>30 - 35%</td>
<td>As Supplied</td>
</tr>
</tbody>
</table>

| Cured Film Properties       |             |                   |
| Tensile Strength            | 4 N/mm²     | ASTM D 2370       |
| Elongation                  | 60%         | ASTM D 2370       |
| Accelerated Aging           | Excellent   | ASTM G 53         |
| Coefficient of Skid         | 0.6 - 1.0¹  | British Road Tester |
| Water Resistance            | Excellent   | ASTM D 870        |
| Color Uniformity            | ΔE<1.0²     | ASTM D 3134       |
| Shore Hardness              | 90 Shore A  | ASTM D 2240       |
| Weather Resist.             | Excellent   | 5 year exposure   |
| % Acrylic Polymer           | 34 - 38%    | Cured Film        |
| % Pigments and Fillers      | 57 - 66%    | Cured Film        |

¹ Dependent upon size/shape of aggregate used
² Manufacturing Color Tolerance in CIELAB Units

This information is supplied for comparative purposes only. The information provided is correct to the best of APT’s knowledge. Actual results may vary depending upon application techniques, conditions, and other variables beyond APT’s control.
Deep Patch

1. General Description

Laykold Deep Patch is a high strength acrylic cement modifier. An advantage of using Laykold Deep Patch is that it cures quickly making a hard, tough, and durable patch. Laykold Deep Patch does not contain asbestos, Lead, or Mercury.

Basic Use: Laykold Deep Patch is designed for mixing with Portland cement and sand for use as court patch. It can be used over new or existing asphalt or concrete recreational surfaces. Laykold Deep Patch can also be used to fill cracks and will not sink like elastomeric crack fillers.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing.

Storage and Packaging

Laykold Deep Patch should be kept dry, cool and in original packaging. Laykold Deep Patch has a shelf life of 1 year.

Packaging: 55 gallon drum (215 kg/drum) or 6 gallon pail at 5.28 gallon (20 kg/pail)

4. Coverage

For thin patches of 3/8” or less:

Premix 5 gallons dry, 90 mesh silica sand with 1 gallon of Type 1 Portland Cement. Add 1-2 gallons of Laykold Deep Patch and mix thoroughly with a mechanical mixer.

For patches ¾” or less:

Premix 5 gallons dry, 60 mesh silica sand with 1 gallon of Type 1 Portland Cement. Add 2-3 gallons of Laykold Deep Patch and mix thoroughly with a mechanical mixer.

For patches greater than ¾”:

Patch in successive lifts, each no greater than ¾”. Follow the previous mixing instructions and leave the first coat in a rough condition to provide an additional mechanical bond. It is imperative that each coat is fully cured prior to application of the second coat.

Features and Benefits

- Quick curing
- Environmentally friendly
- Can be used over new or existing asphalt or concrete recreational surfaces
- Contains no asbestos, Lead, or Mercury
- Excellent Court Patch Binder
Installation Guidelines

The surface upon which Laykold Deep Patch is to be applied must be free of dirt, loose and flaking paint, vegetation, chemical or oily residues, or any other substances that might inhibit good adhesion. Mechanically roughening the area will aid in adhesion and should be done if the area is too smooth. Do not mix more material than can be placed in 15 minutes. A trowel or straight edge should be used to apply material. Should the material become stiff while working, dip tool in clean water for easier working. Edges of the patch should always be “feathered” so there is a smooth transition at the edge of the patch. It is sometimes necessary to use a coat of Laykold Acrylic Resurfacer mix to blend in the patch. Patches filled with Laykold Deep Patch must be allowed to thoroughly cure prior to applying the next coating application. Cure time depends on the depth of the patch and may take up to 24 hours.

6. Limitations

- Minimum surface and application temperature: 10°C (50°F)
- Maximum surface and application temperature: 54°C (130°F)
- Do not apply when rain is imminent
- Do not use calcium chloride or calcium chloride based mixtures in Laykold Deep Patch
- Drying time depends on weather and patch thickness
- DO NOT ADD WATER. Adjust viscosity by adding more Laykold Deep Patch.
- Fresh hot mix asphalt surfaces continue to move for several months and any acrylic modified concrete patch may have a tendency to crack as the substrate moves
- If white staining is experienced over the patched area, too much concrete is being used in the mix

7. Technical Data

<table>
<thead>
<tr>
<th>Results based on temperature of 23°C (73°F) and 50% Humidity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VOC</strong></td>
</tr>
<tr>
<td>Appearance</td>
</tr>
</tbody>
</table>

*Based on standard formula calculation

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more details

For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)
1. General Description

Laykold Colorcoat Concentrate is a wear-resistant, 100% acrylic emulsion consisting of high quality pigments and polymers that are blended into a concentrate form. Laykold Colorcoat Concentrate does not contain any asbestos, Lead, or Mercury. An excellent advantage of the Laykold Colorcoat Concentrate

Basic Use: Laykold Colorcoat Concentrate can be applied to asphalt or properly prepared concrete for the protection and beautification of many recreational surfaces, including tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, shuffleboard, etc.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing.

3. Storage and Packaging

Laykold Colorcoat Concentrate should be kept dry, cool and in original packaging. Laykold Colorcoat Concentrate has a shelf life of 1 year.

Packaging: 55 gallon drum (260 kg/drum) or 30 gallon drum (142 kg/drum).

4. Coverage

Texture coat coverage is approximately 0.045 - 0.06 gal/yd² (0.23-0.29 kg/m² or 180-225 ft²/gal) per application of undiluted material.

Finish coat coverage is approximately 0.03-0.045 gal/yd² (0.17-0.23 kg/m² or 225-300 ft²/gal) per application of undiluted material.

Coverage may vary depending on pavement porosity and texture.

Features and Benefits

✓ International Tennis Federation (ITF) classified
✓ Wear resistant
✓ Environmentally friendly
✓ Can be used for both texture and finish coat
✓ Contains no asbestos, Lead, or Mercury
5. Installation Guidelines

Existing surface shall be dry, clean, and free from all dirt, dust, and foreign debris. New asphalt and concrete should be allowed a 30-day curing period before applying and coating. If Colorcoat Concentrate is to be applied over concrete, please refer to the Laykold Concrete Primer Technical Data Sheet (TDS). Prior to application of any coatings, the entire area should be flooded with water and checked for depressions of 1/16” or greater. Depressions shall be leveled using Laykold Deep Patch. Refer to individual TDS for mixture application details. Once patching is completed, 1-2 applications of Laykold NuSurf or Acrylic Resurfacer, as specified, shall be applied to the surface. Refer to individual TDS for mixture and application details. Please note that resurfacer coats may NOT be necessary over previously coated surfaces that are in good condition. When adding water and/or silica sand, the Laykold Colorcoat Concentrate must be mixed thoroughly until the material is consistent. The amount and size of sand may be varied to achieve different textures and filling properties. Larger sand will slow the speed of play.

Texture Colorcoat Mixture

55 gallon (260 kg) of Colorcoat Concentrate
300-450 lb of 70-100 mesh silica sand
25-35 gallon of clean water

Finish Colorcoat Mixture

55 gallon (260 kg) of Colorcoat Concentrate
50-55 gallon of clean water

The mixed product shall be applied to the surface using a soft, rubber squeegee. Two (2) applications of Laykold Colorcoat Concentrate are necessary and should be pulled at 90° angles. The final coat should be pulled parallel to the net.

6. Limitations

- Minimum surface and application temperature: 10°C (50°F) and rising
- Maximum surface and application temperature: 54°C (130°F)
- Do not apply when rain is imminent
- Do not allow to freeze
- Do not dilute with water
- Drying time of 2-4 hours depending on weather conditions
- Minimum 1 hour to recoat
- For indoor applications, sand should NOT be added to the final coat

ADVANCED POLYMER TECHNOLOGY CORPORATION believes the information herein to be true, accurate and reliable. However, recommendations or suggestions are made without guarantee. Since conditions and disposal are beyond our control, ADVANCED POLYMER TECHNOLOGY CORPORATION disclaims any liability incurred in connection with the use of our products and information contained herein; no warranty, express or implied is given nor is freedom from any patent owned by ADVANCED POLYMER TECHNOLOGY CORPORATION or others to be inferred.
### Technical Data

**Results based on temperature of 23°C (73°F) and 50% Humidity**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOC</td>
<td>29.5 g/L*</td>
</tr>
<tr>
<td>Density</td>
<td>1.19-1.29 g/cm³</td>
</tr>
<tr>
<td>Viscosity</td>
<td>30,000-40,000 cPs</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>Avg. 4 N/mm² (580 psi)</td>
</tr>
<tr>
<td>Elongation</td>
<td>Avg. 18%</td>
</tr>
<tr>
<td>Abrasion</td>
<td>168.5 mg loss</td>
</tr>
</tbody>
</table>

*Based on standard formula calculation

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more details

For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)
Acrylic Tennis & Recreational Sport Surfaces

COLORCOAT System Specification

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope: This guideline specification covers the application of the Laykold ColorCoat system. Advanced Polymer Technology Corporation of Harmony, Pennsylvania, U.S.A provides technical data and guideline specifications only. Consult with a professional engineer or architect for a formal specification. The Laykold ColorCoat system is designed and used for the protection, beautification and surface pace for a variety of all-weather athletic and recreational surfaces, including tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, etc. Laykold products should only be applied to properly prepared concrete or asphalt substrates. The Laykold ColorCoat system is comprised of Laykold Acrylic Deep Patch, Laykold Acrylic Resurfacer, Laykold ColorCoat Concentrate, Laykold Line Prime and Laykold Textured White Line Paint. When applying the Laykold ColorCoat system to a concrete substrate, Laykold Epoxy VTB Primer (≥ 75% RH), or LM Bond-Kote (adhesion promoter), is required.

B. Court Construction: Refer to the American Sports Builders Association (ASBA) manual Tennis Courts: A Construction & Maintenance Manual for court construction details. This publication may be obtained by calling the ASBA at 443-640-1042 or visiting www.sportsbuilders.org.

1.2 QUALITY ASSURANCE

A. All tennis court surfacing materials shall be Laykold as manufactured by Advanced Polymer Technology (APT) of Harmony, PA, an ISO 9001 certified manufacturer. APT may be contacted via telephone 888-266-4221, fax 724-452-1703, or web site www.laykold.com

B. All work shall be done in accordance with American Sports Builders Association (ASBA) guidelines.

C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.

D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.

1.3 SUBMITTALS

A. Submit one set of Advanced Polymer Technology’s “Laykold ColorCoat System Specification”.

B. Submit system components Technical Data Sheets (TDS) and one Laykold Color Chart.

C. Submit current Safety Data Sheets.

D. Submit current ISO Quality Management System Certification certificate.

E. Submit current ITF surface classification.
1.4 WORKING CONDITIONS & LIMITATIONS

A. Asphalt substrates shall be allowed to cure a minimum of 14 days and concrete substrates shall be allowed to cure a minimum of 30 days before application of any coatings. If time sensitive and/or high RH level is present, Laykold Epoxy VTB Primer can be applied to 5-day old (minimum) concrete substrates according to coatings manufacturer guidelines.

B. If Laykold Epoxy VTB is required. Concrete substrate must be shot blasted, hydro blasted, and/or bush mill hammered to a CSP3 profile. Refer to Laykold Guideline Installation for Concrete Surface Preparation.

C. If using LM Bond-Kote, concrete substrate should be shot blasted, hydro blasted, and/or bush mill hammered to a CSP3 profile. Minimum requirements are medium broom finish and acid etching, if using LM Bond-Kote as an adhesion promoter.

D. The substrate shall be CLEAN and DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before any coatings are applied.

E. Water used in all mixtures shall be fresh and potable.

F. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent.

G. Do not apply coatings to a cold surface. Surface and air temperatures must be a minimum of 50°F (10°C) and rising. A minimum temperature of 50°F must be maintained during the entire installation process to include 24-hours before and after the installation.

H. Shaded areas will be cooler with slower curing times. Special precautions should be taken to ensure all coatings cure sufficiently prior to application of additional coatings.

I. Do not apply coatings if extremely high humidity prevents drying.

J. No coatings are to be applied if surface temperature exceeds 130°F (54°C).

K. All materials shall be delivered to the job site in sealed containers with the manufacturer’s label affixed.

L. Color(s) of acrylic color coating system are to be selected by owner from manufacturer’s product color card(s).

M. If all the above conditions are met, surfacing materials shall have a one-year limited warranty as supplied by the manufacturer.

1.5 WARRANTY

Advanced Polymer Technology Corp. (APT) warrants, subject to limitations, exclusions, terms and conditions contained herein, that the material supplied by APT, and which is covered by this Warranty, will not fail due to defects for one (1) year. APT’s maximum responsibility under this Limited Warranty shall be limited to the replacement of material in a quantity not in excess of the quantity of material furnished by APT in connection with the project. No salesman or other employee or agent of APT is authorized to bind APT by any agreement, warranty, promise, or understanding not herein expressed.
This Limited Warranty is made and given in lieu of all other warranties and conditions, expressed or implied, statutory or otherwise, including but not limited to any warranties or conditions of merchantability, durability and of fitness for a particular purpose. Under no circumstances shall APT be liable or otherwise obligated for indirect, incidental or consequential damages of any nature or kind whatsoever, including damages arising in contract, tort, product liability or otherwise.

PART 2 – PRODUCTS

2.1 LAYKOLD COLORCOAT SYSTEM MATERIALS

A. All components of Laykold ColorCoat system shall be supplied by Advanced Polymer Technology, an ISO 9001 certified manufacturer. ColorCoat system components shall not contain any lead, mercury, nor any heavy metals, PCB, or formaldehyde.

B. Laykold Epoxy VTB Primer (concrete substrates only). A two-component, 100% solids, solvent-free epoxy moisture mitigation primer. LM Bond-Kote (adhesion promoter) may be substituted where concrete’s relative humidity, hydrostatic pressure, efflorescence, and staining are not a concern.

1. Percent Solids by Weight 98% (minimum)
2. Weight  9.01 lbs./gallon

C. LM Bond-Kote (concrete substrates only). A one-component, PU/Acrylic hybrid emulsion used as a permeable concrete adhesion promoter. LM Bond-Kote is diluted 1 part LM Bond-Kote to 5 parts portable water and mixed until uniform.

1. Percent Solids by weight: 48% (minimum)
2. Weight: 8.9 lbs/gallon

D. Laykold Acrylic Resurfacr. Acrylic-based emulsion used for smoothing rough pavements. 1 to 2-coats as needed. Laykold NuSurf is recommended for use on new asphalt pavements and is an acceptable substitute for Acrylic Resurfacr. Laykold NuSurf is not recommended on concrete substrates.

1. Percent Solids by Weight 52% (minimum)
2. Weight 10.68 lbs/gallon

E. Laykold ColorCoat Concentrate textured batch mixture. Pigmented wear-resistant acrylic emulsion. 2-coats required. Advantage Laykold factory textured color or Laykold Colorflex textured batch mixture are acceptable substitutes. Laykold Colorflex is not recommended on concrete substrates.

1. Percent Solids by Weight 49 % (minimum)
2. Weight: 12.9 (+/- 3) lbs/gallon

F. Optional Laykold ColorCoat Concentrate finish batch mixture. Pigmented wear-resistant acrylic emulsion. 1-coat. Laykold Colorflex finish batch mixture is an acceptable substitute. A finish coat will speed up the surface pace of the court. Laykold Colorflex is not recommended on concrete substrates.
1. Percent Solids by Weight 49% (minimum)
2. Weight: 9.47-9.52 lbs/gallon

1. Percent Solids by Weight 29%
2. Weight: 8.9 lbs/gallon

H. Laykold Textured White Line Paint. Factory textured, wear-resistant acrylic emulsion line marking paint. 1-2 coats as required.
1. Percent Solids by Weight 67% (minimum)
2. Weight: 11.4 lbs/gallon

PART 3 – EXECUTION

3.1 INSPECTION
A. Inspect concrete or asphalt substrates for dryness. Report any discrepancies to general contractor.

B. Surface of substrate shall be cleaned by general contractor as required.

C. Surfacing contractor to approve site and surface conditions prior to proceeding with application any coatings.

3.2 PREPARATION
A. New Concrete or Existing Concrete Substrates

1. Concrete must be shot blasted, hydro blasted, and/or bush mill hammered to a CSP3 profile if Laykold Epoxy VTB is required. When using LM Bond-Kote as an adhesion promoter, concrete must have a minimum of medium broom finish and acid etched.

2. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The concrete base must have a maximum deviation of ⅛” below a 10-foot straight edge when measured in any random path.

1. New concrete shall be cured for a minimum of 30 days before proceeding.

2. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8” of water in depth after 20 minutes should be marked and leveled after the Laykold VTB Primer application. All cracking and construction joints should be filled with the correct sealant. This sealant should be designed for waterproofing or moisture mitigation. If using LM Bond-Kote, depression should be leveled before LM Bond-Kote application.

3. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.
4. The polyethylene vapor barrier application shall be applied by additional contractors. The application of the barrier shall be installed preceding any cables or steel. The vapor barrier shall be applied at a minimum of two (2) 6-mil layers. Once the installation is completed do not allow any traffic (including vehicular) onto the surface.

B. New Asphalt Substrates

1. The workmanship of other contractors including the sub-base shall be level and compacted. The field dry density shall be a minimum of 95%. The asphalt base must have a maximum deviation of ¼" below a 10-foot straight edge when measured by any random path.

2. New asphalt shall be allowed to cure for a minimum of 14 days before proceeding.

3. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.

4. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.

C. Previously Coated Asphalt Substrates

1. All surfaces shall be checked to ensure a level surface. The surface shall be flooded with water, any area that retains 1/8" of water in depth after 30 minutes should be leveled with the approved product. All cracking should be filled with the correct sealant.

3. Surface cleaning - All surfaces must be clean, dry, and free from any bond inhibiting contaminants and foreign residue. Pressure wash the surface to remove any residues.

3.3 INSTALLATION

A. Primer (for concrete substrates only): When installing the Laykold ColorCoat system over concrete, LM Bond-Kote must be applied as the first layer of the system. If applying a breathable system or RH tests less than 75%, LM Bond-Kote can be applied. LM Bond-Kote is mixed by diluting 1 Part LM Bond-Kote with 5 Parts portable water and mixing using a low speed jiffy mixer (400 to 600 rpm) until uniform (3-5 minutes). Spread the mixed primer on the substrate using a 36" 55 durometer squeegee to achieve a total coverage of approximately 0.02 gal/yd² (0.09 kg/m² - 450 ft²/gal). Allow to fully dry before proceeding.

If the concrete substrate tests with RH of 75% or greater or a MVER (Anhydrous Calcium Chloride) of greater than 3 lbs/1000 sqf/24 hours, more cure time is required or Laykold Epoxy VTB Primer can be used). Laykold Epoxy VTB is mixed by premixing the "A" for 1 minute, then pouring the "B" component into the "A" component and mixing using a low speed jiffy mixer (400 to 600 rpm) for 2 minutes. Do not incorporate air when mixing. Spread Laykold Epoxy VTB on the substrate using a 36" 55 durometer squeegee and high-quality, 18" medium nap roller to achieve a total coverage of approximately 0.12 gal/yd² or 75 ft²/gal. The working time for Laykold Epoxy VTB is approximately 40-50 minutes once on the ground and is reduced in high temperatures. Allow 8 to 10 hours drying time before proceeding.

Note: Only use material that naturally flows out of the pail. Do not scrape, bang, or place pail upside down to force additional materials out of pail.
B. Patching: Once the surface has been thoroughly cleaned and is free of all loose material, dirt, or dust, the court shall be flooded and allowed to drain a minimum of 30 minutes and a maximum of 1 hour. Any area that holds water (birdbaths) in a depth greater than 1/16 inch (1.6 mm or the thickness of a nickel) shall be outlined and patched.

1. Surface Leveling: Birdbaths shall be leveled using a Laykold Acrylic Deep Patch court patch binder slurry. Prime area to be patched with a 50/50 mixture of Laykold Acrylic Deep Patch and water. Primer shall be brushed into place and allowed to dry prior to patching. Patch mix shall consist of Laykold Acrylic Deep Patch, 50-mesh sand and Type 1 Portland Cement. Mix as per manufacturer directions.

Note: Laykold Poly Primer (Patch Mix) is an acceptable substitute for leveling materials.

2. Crack Filling: Cracks shall be cleaned, primed, and filled using Laykold Acrylic Resurfacer if cracks are 1/16 inch or less. If greater than 1/16 inch, Laykold Acrylic Deep Patch court patch binder slurry shall be used to fill cracks. Mix as per manufacturer's directions.

Note: Laykold Crack Filler and Qualicaulk are acceptable substitutes for crack filling materials.

3. All areas that are repaired/leveled/corrected using a court patch binder mixture shall be allowed to fully cure and then ground smooth and level with the substrate by stone or an acceptable mechanical method.

C. Filler Coat(s): Apply one coat of Laykold Acrylic Resurfacer using a 24", 30" or 36" wide 70 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold Acrylic Resurfacer, 30 to 40 gallons (115-130 kg) of potable water, and 600 to 900 pounds (270-400 kg) of clean, bagged silica sand (60 to 80 mesh). The application rate shall be 0.05-0.07 gal/yd² (0.29-0.40 kg/m² - 129-180 ft²/gal) of undiluted Laykold Acrylic Resurfacer per coat.

Note: If the asphalt is very porous, an optional 2nd application of Laykold Acrylic Resurfacer may be applied. Each coat should be completely dry before applying subsequent coats. Laykold Nusurf is an acceptable substitute for Laykold Acrylic Resurfacer and is highly recommended for use on new asphalt pavements, older asphalt pavements with hairline surface cracking, slip-sheer/free-floating surfaces and/or repair methods over cushioned courts.

D. Textured Color Coats:

**Laykold MS2 – ITF Classification 2**

Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (60 to 80 mesh). The application rate shall be 0.05-0.07 gal/yd² (0.29-0.40 kg/m² - 129-180 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts.

**Laykold M3 – ITF Classification 3**

Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of
Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (80 to 100 mesh). The application rate shall be 0.04-0.05 gal/yd² (0.23-0.29 kg/m² - 180-225 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts.

**Laykold MF4 – ITF Classification 4**

Apply two coats of Laykold ColorCoat Concentrate textured batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate, 25 to 35 gallons (95-115 kg) of potable water and 300 to 450 pounds (135-203 kg) of clean, bagged silica sand (80 to 100 mesh). The application rate shall be 0.04-0.05 gal/yd² (0.23-0.29 kg/m² - 180-225 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat.

Apply one coat of Laykold ColorCoat Concentrate finish batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of Laykold ColorCoat Concentrate and 55 gallons (210 kg) of potable water. The application rate shall be 0.03-0.04 gal/yd² (0.17-0.23 kg/m² - 225-300 ft²/gal) of undiluted Laykold ColorCoat Concentrate per coat.

Each coat should be completely dry before applying subsequent coats. Allow topcoat to cure a minimum of 24 hours before applying game lines.

**E. Optional Finish Color Coat:** Apply one coat of Laykold ColorCoat Concentrate finish batch mixture using a 24", 30" or 36" 50 Durometer flexible rubber squeegee. Batch mix shall consist of 55 gallons (260 kg) of ColorCoat Concentrate and 55 gallons (210 kg) of potable water. The application rate shall be 0.03-0.04 gal/yd² (0.17-0.23 kg/m² - 225-300 ft²/gal) of undiluted ColorCoat Concentrate per coat. Each coat should be completely dry before applying subsequent coats. Allow topcoat to cure a minimum of 24 hours before applying game lines. Laykold ColorFlex is a highly recommended substitute for ColorCoat Concentrate on cushioned courts. A finish coat WILL produce a faster surface pace.

**F. Game Lines:**

1. Wait a minimum of 24 hours after final color coat before applying line paint.
2. All lines are to be applied by painting between masking tape with a paintbrush or roller according to U.S.T.A. and A.S.B.A. specifications.
3. Prime masked lines with Laykold Line Prime and allow a minimum drying time of 1-hour.
4. Apply 1 to 2 coats as needed of Laykold Textured White Line Paint with a brush or roller.
5. Remove masking tape immediately after lines are dry.
6. Allow lines to dry a minimum of 24 hours before allowing play on court.

**G. Remove all excess and waste materials from the area of work. Dispose of empty containers in accordance with federal and local statutes.**

**3.4 PROTECTION**

**A. Cure Time.** No traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.
B. Other Trades. It is the responsibility of the general contractor to protect the surface from
damage by other trades before acceptance by the owner or the owner's authorized agent.

C. Do not allow surrounding sprinkler systems to spray water on the newly applied court surface
for a period of one week after completion.

D. Do not place any benches, chairs, ball baskets, or any other type of court equipment on the
newly applied court surface for a period of one week after completion.

E. Do not allow black soled shoes, bicycles, rollerblades, etc. on the court surface. Black scuff
marks cannot be removed!

Acrylic, all-weather tennis and athletic surfacing systems are designed and used to visually enhance asphalt and concrete
substrates while providing a desired surface texture, surface pace and/or speed of play. Laykold systems and system
components may be used to level surface depressions, fill substrate cracking, smooth surface roughness and make other such
adjustments to a new or existing surface/substrate. However, acrylic all-weather tennis and athletic surfacing systems are NOT
capable of solving the problems and/or forces associated with cracked, deteriorating, or damaged substrates.
1. General Description
   Laykold Acrylic Resurfacer is a highly concentrated, 100% acrylic-based emulsion blended with selected fibers and fillers. Laykold Acrylic Resurfacer is environmentally safe and does not contain asbestos, Lead, or Mercury. Laykold Acrylic Resurfacer is designed to be mixed with silica sand and water to create an acrylic filler coat/resurfacer for use on new and existing asphalt and concrete substrates.

   Basic Use: Laykold Acrylic Resurfacer is used to prepare asphalt and concrete surfaces for the application of Laykold Cushion and/or Laykold Colorcoats.

   Colors: Black or Neutral

2. Safety Guidelines
   Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing.

3. Storage and Packaging
   Laykold Acrylic Resurfacer should be kept dry, cool and in original packaging. Laykold Acrylic Resurfacer has a shelf life of 1 year.

   Packaging: 55 gallon drum (260 kg/drum) or 30 gallon drum (142 kg/drum).

4. Coverage
   Laykold Acrylic Resurfacer coverage is approximately 0.05-0.07 gal/yd² (0.29-0.40 kg/m² or 129-180 ft²/gal) per application of undiluted material. Coverage varies depending on pavement porosity and size/amount of silica sand added.

5. Installation Guidelines
   Previously acrylic coated surfaces must be clean, dry, properly prepared, and have good adhesion to the substrate before application of the Laykold surfacing system. New asphalt pavements should be allowed to cure a minimum of 14-days.
Existing smooth finished concrete requires shot-blasting or sandblasting to produce a moderately textures surface. The surface must be clean, dry, sound, free of all bond-inhibiting contaminants (no curing agents), properly prepared, and primed with the appropriate Laykold primer before application of Laykold surfacing system.

New concrete substrates shall be medium broom finish (CSP3). **NO CURING AGENTS** used and allowed a 30-day minimum cure time. The surface must be clean, dry, sound, free of all bond-inhibiting contaminants (no curing agents), properly prepared, and primed with the appropriate Laykold primer before application of Laykold surfacing system.

Once patching is complete, 1-2 applications of Laykold Acrylic Resurfacer as needed or specified shall be applied to the surface. When adding water and silica sand, the Laykold Acrylic Resurfacer must be mixed thoroughly until the material is consistent. Do not incorporate air bubbles into the mixture. The amount and size of silica sand may be varied to achieve the desired texture and filling properties. Use of larger sands increase coating thickness and reduces product yield.

The batch mix shall be applied using a 70 Durometer flexible rubber squeegee with a 24” to 36” blade width. The application shall have a uniform appearance and be free of ridges and tool marks. If more than 1 application is required, allow the previous coat to dry, scrape off minor imperfections, and clean the surface before proceeding to additional coats.

**Acrylic Resurfacer Mixture**

55 gallon of Acrylic Resurfacer
600-900 lb of 60-80 mesh silica sand
30-40 gallon of clean water

6. Limitations

- Minimum surface and application temperature: 10°C (50°F) and rising
- Maximum surface and application temperature: 54°C (130°F)
- Do not apply when rain is imminent
- Do not allow to freeze
- Do not dilute with water or overload with sand
- Only mix with potable water and clean sands, free of clay, silt, and other foreign materials
- Do not apply over tar emulsion sealers
- Allow adequate cure time for new asphalt and concrete substrates. A minimum 30-days for concrete and 14-days for asphalt
- Laykold surfacing systems/products **WILL NOT** prevent pavement cracks from occurring or reoccurring
7. Technical Data

Results based on temperature of 23°C (73°F) and 50% Humidity

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOC</td>
<td>32 g/L*</td>
</tr>
<tr>
<td>Density</td>
<td>1.26-1.30 g/cm³</td>
</tr>
<tr>
<td>Viscosity</td>
<td>43,000-53,000 cPs</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>Avg. 5.4 N/mm² (783 psi)</td>
</tr>
<tr>
<td>Elongation</td>
<td>Avg. 9.5%</td>
</tr>
</tbody>
</table>

*Based on standard formula calculation

Above figures are guide values and should not be used as a base for specifications.

Consult the Safety Data Sheet (SDS) for more details.

For complete and latest warranty and product information, please visit [www.advpolytech.com](http://www.advpolytech.com)
RiteWay System (Or Approved Equal)

Part 1 – General

1.1 DESCRIPTION:
A. Scope: This guide specification covers the methodology of utilizing the RiteWay Crack Repair System. The work to be performed fund under this specification includes all labor, equipment, materials and supplies necessary for repair of existing cracks utilizing membrane seaming material on coated asphalt surface intended to be used for recreation activities, including tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, roller blade areas etc. This surfacing system should be applied only to properly prepared asphalt substrates.
B. Court Crack Repair systems: Refer to RiteWay Crack Repair or (Approved equal) specifications manual. Note, slip sheet methodology is not approved as equal.

1.2 QUALITY ASSURANCE:
A. Tennis court Crack repair materials shall be RiteWay or (approved equal).
B. All work shall be done in accordance with America Sports Builders Association (ASBA) guidelines.
C. RiteWay to be installed only by a Certified RiteWay Installer.

1.3 SUBMITTALS:
A. Submit one set of “RiteWay crack repair Specifications” (or approved equal).
B. Submit system components Technical Data Sheets (TDS).

1.4 WORKING CONDITIONS & LIMITATIONS:
A. Asphalt substrates shall be made level or flat and routed and cleaned of loose materials and or debris prior to application of seaming system.
B. The substrate shall be CLEAN & DRY before seaming systems are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dirt and other foreign matter before any coatings are applied.
C. Water used in all mixtures should be fresh and potable.
D. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent and unless the air temperature is at least 50 degrees F (10 degrees Celsius) and rising.
E. No coatings are to be applied if surface temperatures exceed 130 degrees F (54 degrees Celsius).
F. All materials shall be delivered to the job site in sealed containers with the manufacturer’s label affixed.

2.0 COURT PATCHES AND CRACK REPAIR:
A. Clean out crack making it free of dirt and other debris.
B. Crack to be filled from bottom to top with court patch binder or cement and let dry.
C. Filled crack must be scraped or buffed flush with court and cleaned, broomed and blown.
D. Area to be repaired must be DRY and at 60°F and up to 100°F.
E. Apply RiteWay Crack Repair System, centering the first layer RiteWay Seam tape over filled crack. This flexible adhesive layer is key to the system, “Slip sheet” systems are not equivalent.
F. Apply Liquid Acrylic and Latex binding formula (50/50) over Seam tape. Apply second layer 20” stress mat centered over first layer saturating with binding formula.
G. Apply binding edge, the third layer of the RiteWay Crack Repair System, centered over stress mat edge. Let dry.
H. Apply 2 coats of Liquid Acrylic and Latex binding formula (50/50) over Seam tape lengthwise.
I. When dry, apply a minimum of two coats of acrylic resurfacer with sand lengthwise over crack repair.
J. The courts are ready to be color coated and striped.

MANUFACTURER:
RiteWay LLC, www.ritewaytennis.com 877-5 RITEWAY
RiteWay Crack Repair

Installation Guidelines

1. Crack must be free of dirt & debris.

2. Crack must be filled from bottom to top with court patch binder or cement and let dry.

3. Filled Crack must be scraped or buffed flush with court and cleaned, broomed and blown.

4. Area to be repaired must be DRY and at 60°F or higher.

5. First layer is to be centered over Crack by removing a few inches of the release liner exposing the soft sealant apply to Crack when centered, pull release liner to move along Crack. If Crack turns cut tape and butt up another piece and continue. Make sure there are no bubbles. If a bubble is found cut with razor knife and press out bubble. Roll with tape machine pressing firmly.

6. Apply Liquid Acrylic(NO Sand) and Latex binding formula(NO Sand) (50/50) over tape with paint roller approximately 24” wide. Apply 20” stress mat centered over first layer making sure there are no wrinkles, etc. Using roller saturate stress mat with liquid acrylic, making sure there are no bubbles and roll smooth.

7. Apply bonding edge ½ on fabric ½ on court and roll on Liquid Acrylic making sure there are no wrinkles or bubbles and let dry.

8. When dry use 9” roller to apply binding formula over the RiteWay Tape area of the repair, approximately 12” wide, let dry and repeat once more.

9. When totally dry squeegee resurfacer with sand lengthwise over crack this will fill voids where layers overlap and hide the repair. Minimum of two coats are recommended.

Repair is complete.

TOLL FREE
877-5-RITEWAY
(877-574-8392)

Box Contents: (6) 50' rolls of RiteWay Tape ( Grey )
(1) 309' roll of RW Stress Mat ( White )
(4) 175' rolls of RW Bonding Edge ( Yellow )

U. S. Patent No. 7,597,503
SCOPE:

The GUARDIAN® ONE 11 Crack Repair Product is intended to provide a long-lasting crack repair on asphalt or concrete playing courts. The following Installation Specification is intended as a general reference to provide product details and general installation and application information that when properly followed will result with properly repaired cracks and an evenly textured, colored playing surface.

SPECIFIED PRODUCT AND COMPONENT PRODUCTS

The specified crack repair product is the GUARDIAN® ONE 11 Crack Repair Product. GUARDIAN® ONE 11 is a highly flexible, eleven-inch (11”) wide laminate consisting 33-mils of a high performance, proprietary formulation adhesive of synthetic and natural resins bonded to a high strength, flexible 15-mil stitch-bonded polyester fabric creating a waterproof membrane. The Adhesive must have an Adhesion of 25 lbs/ inch in width; Application Temperature and working range of -25°F to 250°F; with Permanence Rating <.001 perms maximum. The GUARDIAN® ONE 11 shall be finished at the edge with a proprietary SBR Latex with 52% solids +/-0.025% adhesive with a flexible fabric embedded in only along the edges to allow for full and proper flexibility of the crack repair laminate. The fabric crack repair laminate or system should have at least a seven-year (7) installation history. Specifications for all approved products are available from the manufacturers and are available upon request.

ASSOCIATED PRODUCTS FOR A GUARDIAN® CRACK REPAIR PRODUCT INSTALLATION

The project owner shall approve only high quality acrylic coating products for use on this project. Please contact your local Premier Sports Coatings, Deco Color, or Plexipave agent, contractor, representative for the specifications you require. Please do not hesitate to contact us if you require further assistance regarding these products:

California Products Court Patch
Binder. California Products Acrylic
Resurfacer.
Premier Sports Coatings Acrylic Color Products; Deco Color Acrylic Color Products, or Plexipave Acrylic Color Products.
California Products White Line Paint Product.