



Georgetown County, South Carolina

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ADDENDUM #3 TO BID #19-032

BID NUMBER: 19-032

ISSUE DATE: Friday, May 17, 2019

OPENING DATE: Wednesday, May 22, 2019

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference/Site Inspection: -CLOSED-Mandatory, Wed., May 8, 2019 @ 9:00 AM ET

PROCUREMENT FOR: Beck Recreation Center Multi-Purpose Fields & Facilities

This addendum will amend **Bid #19-032, Beck Recreation Center Multi-Purpose Fields & Facilities** originally issued on Friday, April 26, 2019. This clarification is being provided to all known and registered correspondents in response to questions received. All addenda and original bid documents are also available online at: www.gtcounty.org, select Quick Links, "Bid Opportunities" and "Current Bids."

Question 1: Can substitute fixtures to the product(s) on the drawing be used? If so, is anything needed to be provided to ensure the County is comfortable with alternative products?

Response: A Material Substitution Request Form (Exhibit B) for fixtures should be submitted with photometric and layout plan. Poles P4 and P6 have dual purpose to light the field and parking. See approved Material Substitution Request received attached.

Question 2: Are there any specific spill and glare ordinances with the County/ City that would need to be taken into consideration for the field lighting portions? If so, what are those specific levels or criteria? Would levels of spill and glare light need to be shown at property lines to ensure that excessive levels are not impacting surrounding neighbors/ properties? Typically, spill light would be shown in horizontal foot candles, as shown on the field, and glare (nuisance lighting) would be shown in candela.

Response: There are immediately adjacent residential areas to the north and south of the site.

Question 3: I would have some concerns about the mounting heights for pole P1- P6, which are designed to be at 40'. With this size of field, these heights would promote excessive spill and glare light, as aiming angles of the fixtures would be limited. This not only impacts spill/ glare levels, but also reduces efficiency of the lighting products and playability of the field itself (More glare creates visual obstructions for players). Shorter pole heights create more spill/ glare. With that said, would alternative/ higher mounting heights be promoted? If doing so, an opportunity for using fewer poles may be an option.

Response: **This is a recreation level facility not competition. Propose design (location and height) for best distribution.**

Question 4: Poles P7 and P8 are shown as both being on one side of the basketball courts. One sided lighting promotes harsh shadows and doesn't allow for proper modeling of the ball and would not be recommended ("Modeling" - the ability for the lighting system to reveal the 3 dimensional image of an object, per Illuminating Engineering Society of North America – IESNA). Would you consider moving one of the poles to the opposite side of the courts? While still not the most optimal lighting solution, at least it would allow some lighting from both sides to enhance the playability of the courts.

Response: **Yes.**

Question 5: Poles P1 – P6 are located approximately 15' from the playing field and in front of the track. With the poles so close to the field it could create a safety issue, as the field activity for either football or soccer can easily go beyond the playing field boundaries, increasing the chances of players running into the poles. Being in front of the track would limit that amount of light that could also contribute to the track, to make it more useful, and it would also cause a visual obstruction to any spectators that would be trying to watch games taking place. Would moving pole locations for P1-P6 to outside of the track areas be something the County would be interested in to prevent any of the above mentioned issues?

Response: **The Owner has not programmed the track for night time use, but the field will be used at night.**

Question 6: Currently wooden poles are specified for the multipurpose field and basketball areas. While this is generally a cheaper solution, it is not a great long term solution. Wooden poles are going to deteriorate (twist, turn, crack) significantly more than a galvanized steel pole with proper concrete bases or concrete poles would. That deterioration will ultimately lead to a faster opportunity for pole failure. With poles being so close to the field, it's another risk to consider, as it could fall directly into the field of play. Are wooden poles the only option being considered for this project? If not, then how do we ensure that all bids are coming in with the same/ equal options for pole considerations?

Response: **Yes, the project is budget conscious. The Owner has requested wood poles.**

Question 7: I'm not seeing any warranties specifically for the lighting system(s). Typically, there

would be a 10 – 25 year warranty that could be offered for sports lighting systems of this nature, depending on all included system products. With a lot of sports lighting specifications being left out, this may be a concern for the County, as significant costs can go into maintaining or repairing LED fixtures. A couple of key items that may be suggested:

- No exposed wiring – Wiring from transitions in the system (pole to crossarms, crossarms to fixtures) will want to be routed internally. Many times exposed wiring from angle iron crossarms/etc will be subject to weather and deteriorate quickly, which can add up to a bunch of service/maintenance costs.
- Parts and Labor Warranty - I would recommend for 10 years. Any significant manufacturer in the sports lighting industry would be able to offer a 10 year parts and labor warranty for their products. If this can't be offered, then I would have some questions in regards to the quality of product that is being offered. The way I look at it is, if a manufacturer can't stand behind their products, then why should the county feel comfortable buying that product??

Is there a warranty for the lighting products that would need be offered?

Response: Yes, there is a manufacturer's warranty on the fixture and fixture components.

Question 8: Please provide manufacturer/specification for the acrylic surface on the basketball court and track.

Response: The acrylic surface for the basketball courts shall be Laykold Colorcoat or equal. Alternate #2: The acrylic surface for the track shall be SportMaster TrackMaster Plus or equal.

Question 9: Please provide manufacturer/specification for the EDPM surface for the track.

Response: Alternate #3 – Provide price for Option A and Option B as follows:
Option A - SBR track surface shall be APT Spurtan B or equal.
OR, Option B - EPDM track surface shall be APT Spurtan BS or equal. See revised bid form attached. See revised Mandatory Bid Submittal Form attached herein that shall be used for bidding.

Question 10: Concrete sidewalk is shown under the relocated pavilion and the shade structure, will this be the 4" thickness of the sidewalk or will these areas require a thicker depth?

Response: This will be 4" thick.

Question 11: Please provide structure name and detail for drainage structures A1-A9, F1, E1, B1, C1-C5.

Response: Drainage structures A1-A9, F1, E1, B1, C1-C5 are to be the Nyloplast Drain Basins

or approved equal. Structures that are label as YI can be the elbow or inline type, or approved equal.

Question 12: Detail for track surface provided in Addendum 2 says fine graded aggregate, we suggest Type D pavement, please confirm specification.

Response: The track surface shall be meeting SCDOT 2007 Specification for Type D Hot Mix Asphalt.

Question 13: Will the bleachers provided by others require any special preparation for installation or are they set in place?

Response: They are set in place by the Owner.

Question 14: Should the asphalt paving for the basketball courts follow detail C10/4 or C9/1? If neither please provide new detail.

Response: Use C9/1.

Question 15: Do we need to remove the section of sidewalk connecting the basketball court to the rest of the sidewalk if the alternate is not selected?

Response: Yes, remove 10' so the sidewalk is even with the edge of the base bid court.

Question 16: Addendum 2 Question 19 response is still unclear, are we to install the root zone only under the playing surface of the football field or the entire infield?

Response: Only the field (180'x360').

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SECTION 00300
BID FORM
MANDATORY BID SUBMITTAL FORM (REVISED)

For: **Bid No. 19-032, Beck Recreation Center Multi-Purpose Fields & Facilities**

To: **MAILING ADDRESS:**
County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:
Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

Name of Company Submitting Bid: _____

The undersigned, having visited the site of the Work and having familiarized themselves with local conditions affecting the design and cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

- 1) **BASE BID PROPOSAL:** Bidder / Proposer agrees to perform all of the work described in the specifications, including any allowances, and shown on the drawings, for the sum of:

_____ \$ _____
(words shall govern)

- 2) **ALTERNATE #1:** One basketball court, goals, and associated lighting:

Add _____ \$ _____
(words shall govern)

- 3) **ALTERNATE #2:** Upgrade from Base Bid to Acrylic Track Surfacing System for Track:

Add _____ \$ _____
(words shall govern)

- 4) **ALTERNATE #3:** Upgrade from Base Bid to APT Spurtan Track Surfacing System for Track. Provide prices for both Option A & Option B below. If Alternate #3 is selected as part of the award, the County will specify which Option was chosen.

Option A: SBR track surface shall be APT Spurtan B or equal.

Add _____ \$ _____
(words shall govern)

OR

Option B: EPDM track surface shall be APT Spurtan BS or equal.

Add _____ \$ _____
(words shall govern)

5) ALTERNATE #4: Football Goals – Provide and Install:

Add _____ \$ _____
(words shall govern)

6) ALTERNATE #5: Field Event Facilities (Long/Triple Jump, Shot Put, Discus and Cage):

Add _____ \$ _____
(words shall govern)

7) ALTERNATE #6: Shade structure at plaza – Provide and Install:

Add _____ \$ _____
(words shall govern)

8) ALTERNATE #7: Substitute Common Bermuda grass sod for Tifway 419:

Deduct _____ \$ _____
(words shall govern)

9) For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (10%) total for overhead and profit on work performed by the Contractor's own forces and (15%) total on work by Subcontractors.

10) COMPLETION DATE: Contractor must conform to Division 0, Section 00750, Summary Schedule and Key Milestones.

11) LIQUIDATED DAMAGES: Liquidated damages for this project shall be \$500.00 per calendar day for Contractor's failure to complete any key milestone by its intermediate completion date or the Substantial Completion date. Refer to Division 1, Section 01100, Summary of Work.

12) The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.

13) The undersigned, when notified of the acceptance of this Bid proposal, does hereby agree to enter into a Contract with the Owner within five (5) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he / she shall give a Performance Bond and Payment Bond, with good and sufficient surety.

14) The undersigned further agrees that if awarded the Contract he /she will commence the work within ten (10) calendar days after the date of the Notice of Award and that he / she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he / she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

- 15) The undersigned agrees that the Owner's damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.
- 16) In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.
- 17) The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum five per-cent (5%) of the total base bid payable to Georgetown County, as required in the Request for Proposals, and the undersigned agrees that in case he / she fails within five (5) calendar days after Notice of Award of the Contract to him /her to enter into the Contract in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his / her rights and interest in such Bid and that the cashier's check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier's check or certified check shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his / her Bid.
- 18) A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.
- 19) The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contractor or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.
- 20) It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.
- 21) The undersigned affirms that he / she has completed all of the blank spaces in the Bid Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract.
- 22) The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".
- 23) **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Request for Proposal (RFP). The omission, whether inadvertent or not, of any one or more of these forms will cause the Bidder's / Proposer's response to be disqualified. The following forms identified as Exhibits to this RFP, shall be included in the response:

Exhibit A Acknowledgement of Addenda

- Exhibit B Material Substitution Request Form
- Exhibit C Non-Collusion Affidavit
- Exhibit D IRS Form W-9
- Exhibit E Indemnification
- Exhibit F List of Prime and Subcontractors
- Exhibit G Statement of Experience

- Exhibit H Unit Price Schedule
- Exhibit I Resident Certification for Local Vendor Preference
- Exhibit J Exceptions Page Form
- Exhibit K CADD File Release Form

24) Project Mgr/NTP Contact Address: _____

25) Project Mgr/NTP Contact Person: _____

26) Telephone Number _____ Fax Number _____

27) E-Mail address _____

28) Remittance Address: _____

29) A/P Accounting Contact _____

30) Telephone Number _____ Fax Number _____

31) E-Mail address _____

32) Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

33) If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

34) Will you honor the submitted prices for purchase by other departments within Georgetown County and by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

35) Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

36) CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes No

37) Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

38) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 19-032 were received.

39)

INFORMATION ONLY:

Our company accepts VISA government procurement cards.

Our company does not accept VISA government procurement cards.

40) Printed Name of person binding bid _____

41) Signature (X) _____

42) Date _____

43) **IMPORTANT:** Execute acknowledgment of officer or agent who signs this document (use proper form on following pages)

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EXHIBIT B

Bid #19-032, Beck Recreation Center Multi-Purpose Fields & Facilities

MATERIAL SUBSTITUTION REQUEST

Date: 5/15/2019

We hereby submit for your review the following PRODUCT SUBSTITUTION of the specified material for the above listed project.

Section: Drawing EO.0

Paragraph: _____

Specified Material: VFS-126L-880-4K7-4/5

Attached is complete technical data of the PRODUCT SUBSTITUTION, highlighted or underlined for easy reading, including laboratory test, as necessary, in duplicate. Included is complete information on changes to the Project Manual Documents required by the proposed PRODUCT SUBSTITUTION for its proper installation.

A) The Trade Contractor, under whose transmittal this information is sent, has reviewed the PRODUCT SUBSTITUTION and agrees it is applicable to this project in the location described and agrees to warrant/guarantee the use of the PRODUCT SUBSTITUTION in the same manner he would the Specified Product.

Yes No

If not, explain: _____

B) Does the PRODUCT SUBSTITUTION affect the dimensions shown on the Drawings in ANY WAY?

Yes No

If so, how? _____

C) Does the undersigned have the approval of the Manufacturer/Supplier to pay for any changes to the building design, including engineering and detailing costs, caused by the requested PRODUCT SUBSTITUTION?

Yes No

If so, to what extent? Manufacturer to provide engineering for new fixtures

D) What effect does the PRODUCT SUBSTITUTION acceptance have on other trades?

None Don't Know As follows:

Potential Installation cost reductions

E) Difference between proposed PRODUCT SUBSTITUTION and the Specified Product? BE SPECIFIC IN DESCRIPTION. (ASTM No., Size, Gauge, Material, Color Availability, Construction)
Different wattages (to meet ^{overall} existing/specified product), potential overall fixture reductions (installation costs)

(Attach additional pages as required)

F) Manufacturer's guarantees and warranties of the PRODUCT SUBSTITUTION and the Specified Product?

Same Different (Explain)
Didn't see a warranty specifically for lighting. Proposal would be 10yr Parts + Labor

G) What is the cost differential of the PRODUCT SUBSTITUTION in comparison to the Specified Product?

Same Less Expensive by \$ _____ More Expensive by \$ _____
 * Don't know until ~~the~~ Bid Results/Pricing comes in

I) The PRODUCT SUBSTITUTION has been verified by the undersigned with the Manufacturer/Supplier as meeting or exceeding the specifications of the Specified item.

Yes No Waiting for answer.

THE UNDERSIGNED Trade Contractor states that the function, appearance, and quality of the PRODUCT SUBSTITUTION are equivalent or superior to the specified item. In addition, I, as the Trade Contractor will assume all responsibility for any impact or delay the review and evaluation of the alternate product may cause. Your approval of the Substitute Product in no way will relieve me as the Trade Contractor of my responsibilities to conform with all requirements of the Contract Documents.

Submitted By: 
 Signature

Brian Hartman
 Printed

FOR USE BY ARCHITECT/ENGINEER:

RECEIVED TOO LATE NOT ACCEPTED APPROVED AS NOTED

FOR BIDDING ONLY, FINAL APPROVAL SUBJECT TO SUBMITTAL DATA IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS.

DATE 05/17/2019

BY KEVIN VOLLNOGLE

PHONE # 843-740-7700 FAX # 843-740-7707



ADDENDUM ACKNOWLEDGEMENT

Bid #19-032

Beck Recreation Center Multi-Purpose Fields & Facilities
Mandatory Submittal Form

To be returned with the final proposal submission to Georgetown County.

COMPANY NAME: _____

Addendum #1 Received Date: _____ Initialed By: _____

Addendum #2 Received Date: _____ Initialed By: _____

Addendum #3 Received Date: _____ Initialed By: _____

Addendum #4 Received Date: _____ Initialed By: _____

Addendum #5 Received Date: _____ Initialed By: _____

Addendum #6 Received Date: _____ Initialed By: _____

If your Bid submission has already been mailed, acknowledgment may be provided by faxing this form to (843)545-3500, or attaching a digital scan and sending by e-mail.

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