

PROJECT MANUAL

FOR

Sandy Island School Renovations- Phase 2

No. 23-050



**GEORGETOWN COUNTY,
SOUTH CAROLINA**

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

DIVISION 1 - TECHNICAL SPECIFICATIONS

PREPARED BY:

**GEORGETOWN COUNTY
DEPARTMENT OF PUBLIC SERVICES**

September 7, 2023

PROJECT MANUAL

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SECTION 00010

Time Line: Invitation for Bid #23-050

Item	Date	Time	Location*
Advertised Date of Issue:	Thursday, September 7, 2023	n/a	n/a
VOLUNTARY Pre-Bid Conference & Site Inspection:	Thursday, September 14, 2023	9:00AM ET	On Site†
Deadline for Questions & Material/Product Substitution Requests:	Wednesday, September 20, 2023	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, September 27, 2023	3:00PM ET	Electronic
Public Bid Opening & Tabulation:	Wednesday, September 27, 2023	3:00PM ET	Hybrid

†Meet at Sandy Island Boat Landing, approx.. 1975 Sandy Island Dr. (County Rd. 22-362), Pawleys Island, SC 29585. Georgetown County will provide transportation to the Island.

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

Sandy Island School Renovations-Phase 2
GEORGETOWN COUNTY, SOUTH CAROLINA
Bid #23-050

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline above for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts: **Nancy Silver**
Phone (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

Background

This project is grant funded with federal funds by the National Park Service (NPS) under the project entitled, "Historic Sandy Island School House Rehabilitation" and is being bid in conjunction with Brookgreen Gardens and Coastal Carolina University. Contractor must comply with any and all contract provisions as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 Appendix II or as amended.

In determining the lowest responsive and responsible bidder for award, the Contractor's experience with working on projects of historic preservation or relevant field will be considered. Please list any applicable experience on the attached "Exhibit F-Statement of Experience" form.

Scope of Work/Project Description

This project is for the preservation and repair of the Sandy Island School located at 32 Sandy Island Rd., Sandy Island, SC, per the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, to include the below.

Base Bid:

The base bid includes site preparation and construction to demolish the existing roof. Work includes installing plywood roof sheathing over existing plank sheathing (allowing for venting at ridge), installing new 5-V crimp roofing over high-temp ice & water shield, and providing new cricket at existing chimney. See drawings and Section 074100 for technical specifications.

Alternate 1:

Install new 3 ton HVAC system. See drawings for technical specifications.

Alternate 2:

Install new 200 amp service and rewire the building with new light fixtures and electrical devices. See drawings for technical specifications.

Alternate 3:

Install new sinks and toilets in bathrooms and add mop sink. See drawings for technical specifications.

Alternate 4:

Tear down existing ramp and build new ADA ramp from side door. Open up doors in middle wall and make operational. Seal bathroom windows and install two (2) new doors on the out building. See drawings & Section 90000 for technical specifications.

1) General Conditions and Requirements:

The work performed under this Contract shall include, but may not be limited to: the furnishing of all labor, materials, equipment and services, whether specifically mentioned or not, that is required to complete the Construction of the Work of the project. Contractor shall follow any and all local, state of South Carolina, and federal laws that are applicable to this project, whether specifically mentioned or not.

Owner Provided Items:

Water is available on site by way of a Fire Hydrant.

- 2) **†VOLUNTARY Pre-Bid Conference and Site Inspection:** A voluntary pre-bid conference and site inspection will be held on **Thursday, September 14, 2023** beginning promptly at **9:00AM**. We will

meet at the Sandy Island Boat Landing, located at approximately 1975 Sandy Island Dr. (County Rd. 22-362), Pawleys Island, SC 29585. The County will provide transportation to ferry all attendees over to the island. **The ferry will leave at 9:00AM sharp so it is imperative that all interested parties arrive by the scheduled departure time.**

Site Inspection:

- a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. (S)he shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- e) Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any Other Contractor, or County personnel at the site.
- f) When boring data is provided by the Owner, the Bidder shall assume responsibility for any conclusions he/she may draw from such data. (S) He may employ his/her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

3) Bid Security/Bid Bonding:

- a) Each bid must be accompanied by a Bid Bond for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered.
- b) The successful proposer must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%)

of the contract amount, within fifteen (15) days the after receipt of written notice of formal award of the Contract.

- c) The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.
- d) Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor who shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
- e) The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
- f) The cost of the bonds shall be included in the construction portion of the base bid.

General Requirements

1. Insurance:

The awarded Contractor will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured per the County's insurance requirements as listed within the Instructions for Bidders section. Per the NPS agreement, Brookgreen Gardens will also need to be named as an additional insured under the General Contractor's insurance.

2. Demolition:

Demolition shall be performed in such a way as to not damage existing or nearby facilities. The Contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.

3. Safety:

The Contractor shall be responsible for the safety of the general public, County personnel, their employees, and their sub-contractors. The Contractor will be solely liable for any damages that may result from the Contractor's performance or lack of performance. A laydown area will be designated and/or approved by the County for the Contractor's use.

4. Permits:

The Contractor will be responsible for obtaining any and all necessary city, county, and state permits/ licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request.

5. Warranties:

Contractor shall guarantee all material furnished and all workmanship performed for a minimum period of one (1) year from the date of final acceptance of the Work. Any defects developing within this period, traceable to material furnished as part of the Work or workmanship performed hereunder, shall be corrected at no expense to the County.

- 4) Retainage:
Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.
- 5) Each proposer shall respond as provided more specifically herein, Section 00100, Instructions to Bidders. Proposals or amendments to proposals received after the proposal deadline will be classified as “Late Proposals” and will not be accepted. The Respondent shall sign his / her proposal correctly. All offers shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown.
- 6) Throughout this Project Manual all references to the “Owner” shall mean the County of Georgetown, SC or its Designated Representative.
- 7) Evaluation & Award
The Construction Contract will be awarded to the firm or team of firms submitting the lowest and most responsive and responsible proposal as determined by the County. Georgetown County reserves the right to reject any and all proposals for any reason at any time prior to execution of the Contract. It further reserves the right to waive any and all technicalities and formalities in the proposal process as well as accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the County and to hold all proposals for examination for a period not to exceed ninety (90) calendar days. The selected Contractor is encouraged to utilize, to the extent possible, local firms and trades from within Georgetown County.

END OF SECTION 00010



Section 0100
Instructions for Bidders
Bid #23-050, Sandy Island School Renovations-Phase 2

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation. GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: purch@gtcounty.org

2. Sealed bids to provide **Sandy Island School Renovations-Phase 2** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page five (5) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

3. Incident Weather/Closure of County Courthouse

Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with

Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
7. Definitions:
 - a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
 - b) The term “**renovations**”, “**Phase 2**” or “Work” refers to the **complete set of services** as specified in this document, in every aspect.
 - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina or their designated representative.
 - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

 - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
9. **Faxed or E-mailed bids will not be accepted by Georgetown County.**
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil

Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose

other than performance of its obligations under this order without the prior written consent of the procurer.

19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
 - A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date_filter_index=0&inactive_filter_values=false.
 - B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South

Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) 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.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Bid Opportunities” from the Quick Links box, then “View Current Bid Solicitations”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

27. Form and Style of Bids

- a) Bids in the form of sealed proposals for the Construction of the Project will be received until the time and the date stated in Section 00010, Notice to Bidders.
- b) The Bid shall be submitted on the Bid Form provided; no other form is acceptable.

- c) The successful Bidder will be required to provide verified breakdown of costs of all services and work in a manner acceptable to the Owner.
- d) All blanks on the Bid Form shall be filled in, either typed or printed in ink. The person signing the bid shall initial all corrections or erasures.
- e) Where so indicated on the Bid Form, the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- f) Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern.
- g) Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- h) Bids containing qualifications will be considered irregular, non-responsive and may be disqualified.
- i) A Bid Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
- j) A Bid Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the Bid Form shall be typed or printed below the signature.
- k) When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Bid Form shall be typed or printed below the signature.

28. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

N/A.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

29. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

30. Builders' Risk Insurance. Contractor shall provide and maintain, during the progress of the work and until execution of the Certificate of Contract Completion, a Builder's Risk Insurance policy to cover all work in the course of construction including false work, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

- a) Such insurance shall be on a special cause of loss form, providing coverage on an open perils basis insuring against the direct physical loss of or damage to covered property, including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage, and testing/startup.
- b) Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Contractor extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

- c) The policy shall specifically permit and allow for partial occupancy by the owner prior to execution of the final Certification of Contract Completion, and coverage shall remain in effect until all punch list items are completed.
- d) The Builder's Risk deductible may not exceed \$5,000. The Contractor or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.
- e) If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this paragraph.

31. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

32. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

33. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

34. Invoicing and Payment

The Contractor shall submit invoices or progress payments on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice or progress payment shall also include a detailed breakdown of all charges. All such invoices or progress payments will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

35. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

37. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest

jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or

reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

49. Substitutions and Product Options

Written requests for changes in products, materials, equipment and methods of construction required by the Contract Documents shall be submitted to the Owner prior to effecting such requested changes.

50. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

51. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

52. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "View Current Bid Solicitations", click on the "Expired" tab and double click the link under the individual bid listing.

53. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

54. 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.

55. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

56. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

57. Bidding Documents

a) Each Bidder shall carefully examine the Bidding and Contract Documents, General Requirements, Drawings and Technical Specifications and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Bid. Bidders shall promptly notify

the Owner in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Bidding and Contract Documents, Project Site and / or local conditions. The Owner shall make such interpretations, corrections or changes to the Bidding Documents and will reply to all questions submitted by the Bidders. The Owner will log all responses and issue an addendum as may be appropriate. The Owner will not be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to Bidders will become a part of the Bidding and Contract Documents. All inquiries shall be directed in writing or transmitted by facsimile to the office of the Owner. No allowance will be made after Bids are received due to oversight and / or error by bidder.

- b) Each Bidder shall carefully review the Table of Contents and the List of Drawings in the Project Manual to determine if any instrument is missing from the Bidding Documents. Bidders shall promptly notify the Owner, in writing, of any discrepancy.
- c) Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

END OF SECTION 00100



Section 00200

Intent to Respond

REF: **BID #23-050, Sandy Island School Renovations-Phase 2**

If your company intends to respond to this solicitation, please complete and promptly return this form to be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file. It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcounty.org select "Bid Opportunities" under Quick Links on the bottom of the page.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtcounty.org
- or by FAX to (843)545-3500.



MATERIAL/PRODUCT SUBSTITUTION REQUEST

BID#23-050, Sandy Island School Renovations-Phase 2

Date: _____

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

Section: _____

Paragraph: _____

Specified Material: _____

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? _____

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

None Don't Know As follows:

E) Difference between proposed PRODUCT SUBSTITUTION and the Specified Product? BE SPECIFIC IN DESCRIPTION. (ASTM No., Size, Gauge, Material, Color Availability, Construction)

(Attach additional pages as required)

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

Same Different (Explain)

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

Same Less Expensive by \$ _____ More Expensive by \$ _____

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 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: _____
PRINTED NAME: _____
SIGNATURE: _____



Section 00300

EXHIBIT A

MANDATORY BID SUBMITTAL FORM
Bid #23-050, Sandy Island School Renovations-Phase 2

The undersigned, having visited the site of the Work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Construction 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) Name of Company submitting bid _____

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

_____ \$ _____
(words shall govern)

3) **ALTERNATE #1-HVAC:**

_____ \$ _____
(words shall govern)

4) **ALTERNATE #2-Electrical:**

_____ \$ _____
(words shall govern)

5) **ALTERNATE #3-Plumbing:**

_____ \$ _____
(words shall govern)

6) **ALTERNATE #4-ADA Ramp:**

_____ \$ _____
(words shall govern)

- 4) 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.
- 5) COMPLETION DATE: Contractor must conform with *Division 0, Section 00750, Summary Schedule and Key Milestones*.
- 6) LIQUIDATED DAMAGES: A schedule will be determined with the Owner and the awarded Contractor(s). Liquidated damages will be set at \$500 per day for the Contractor's failure to meet the agreed upon construction schedule.
- 7) 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.
- 8) The undersigned, when notified of the acceptance of this Bid, 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) The undersigned attaches hereto a Bid Bond in the sum five per-cent (5%) of the total base bid payable to Georgetown County, as required in the bid document, 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 Bid Bond accompanying his or her bid has been forfeited.

- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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".
- 18) **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation for Bids (IFB). The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's response to be disqualified. The following forms identified as Exhibits to this IFB, shall be included in the response:

Exhibit A	Bid Form
Exhibit B	Acknowledgement of Addenda
Exhibit C	Non-Collusion Affidavit
Exhibit D	Indemnification
Exhibit E	List of Prime and Sub-Contractors
Exhibit F	Statement of Experience
Exhibit G	Exceptions Page Form
	5% Bid Bond

19) Project Mgr/NTP Contact Address: _____

20) Project Mgr/NTP Contact Person: _____

21) Telephone Number: _____ Fax Number : _____

22) E-Mail address _____

23) Remittance Address: _____

24) A/R Accounting Contact: _____

25) Telephone Number _____ Fax Number: _____

26) E-Mail address: _____

27) 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.]

28) 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 and Certificate of Insurance (COI) and Payment and Performance Bonds must be received.

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

Yes No

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

31) RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

32) 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

- 33) 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.
- 34) 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. 23-050 were received.

35) MINORITY PARTICIPATION [INFORMATION ONLY]

- (a) Is the bidder a South Carolina Certified Minority Business?

Yes No

- (b) Is the bidder a Minority Business certified by another governmental entity?

Yes No

If so, please list the certifying governmental entity: _____

- (c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

- (d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

36) **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

37)

INFORMATION ONLY:

Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? _____

Our company does not accept VISA government procurement cards.

38) Printed Name of person binding bid _____

39) Signature (X) _____

40) Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide all mandatory bid submittal forms and bid bond as requested. Thank you.

EXHIBIT B



BID #23-050
Bid 23-050, Sandy Island School Renovations-Phase 2

ADDENDUM ACKNOWLEDGEMENT
Mandatory Bid Submittal Form

COMPANY NAME: _____

- | | | |
|--------------------------|----------------------------------|---------------------|
| <input type="checkbox"/> | Addendum #1 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #2 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #3 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #4 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #5 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #6 Received Date: _____ | Initialed By: _____ |

[THE REMAINDER OF THIS PAGE IS BLANK]



EXHIBIT C

**NON-COLLUSION AFFIDAVIT/OATH
(Mandatory Bid Submittal Form)
Bid 23-050, Sandy Island School Renovations-Phase 2**

COUNTY OF: _____)

STATE OF: _____)

_____ being first duly sworn, has made oath that they are the
(Print/Type Name of Person Authorized to Bind Company)

_____ of _____
(Print/Type Title-i.e. Owner, President, etc.) (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative to any association or to any member or agent thereof.

Signature of Offeror: _____

Sworn to and subscribed before me this _____ day of _____, 2023.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____

My Commission Expires: _____

Affix Notary Seal Below:



EXHIBIT D

**INDEMNIFICATION
MANDATORY BID SUBMISSION FORM**

Bid 23-050, Sandy Island School Renovations-Phase 2

The Bidder will indemnify and hold harmless the Owner, Georgetown County, South Carolina and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Bidder, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Georgetown County, South Carolina or any of their agents and / or employees by an employee of the Bidder and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder under this paragraph shall not extend to the liability of Georgetown County, South Carolina or its agents and / or employees arising out of the reports, surveys, change orders, designs or technical specifications.

BIDDER'S FIRM: _____

PRINTED NAME: _____

TITLE: _____

SIGNATURE (X): _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT]



EXHIBIT E

**LIST OF PRIME AND SUBCONTRACTORS
MANDATORY BID SUBMISSION FORM
Bid 23-050, Sandy Island School Renovations-Phase 2**

The undersigned states that the following is a full and complete list of proposed prime contractor and sub-contractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

Prime Contractor, Subcontractor Consultants and Address	Class of Work to be Performed
1) _____ _____	_____
2) _____ _____	_____
3) _____ _____	_____
4) _____ _____	_____
5) _____ _____	_____
6) _____ _____	_____

Date: _____ **Bidder/Proposer:** _____

Signed: _____ **Title:** _____



EXHIBIT F

**STATEMENT OF EXPERIENCE
(Mandatory Bid Submittal Form)**

Bid 23-050, Sandy Island School Renovations-Phase 2

The Bidder is requested to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents. The County requests a minimum of three (3) references from the Primary Contractor. The Bidder may print additional pages to provide additional references if they so choose.

Project and Location

Reference

1)		
2)		
3)		

Date: _____ **Bidder/Proposer:** _____

Signed: _____ **Title:** _____



EXHIBIT G

Bid 23-050, Sandy Island School Renovations-Phase 2

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If None, write "NONE".

SECTION 00750

SUMMARY SCHEDULE AND KEY MILESTONES

1.0 GENERAL

1.01 THIS SECTION INCLUDES

- A. Summary Submittals
- B. Key Milestones
- C. Base Bid Summary Schedule
- D. Alternate Summary Schedule (If Applicable)

1.02 SUMMARY SCHEDULE

- A. Summary Schedules referred to in this section will be developed by the Contractor and the Owner illustrating an approach to constructing the project. The activities to be shown on the schedules will be monitored by the Owner and updated by the Contractor.
- B. Milestones shown on the Summary Schedules will be “Key Milestones” and are to be included in the Contractor’s Contract Schedule. The Contractor is responsible to develop his/her own activities and logic to meet the required Key Milestone Intermediate Dates.
- C. The Contractor shall complete the Work of the project within the number of calendar days as listed in the below Key Milestones and as written in the Notice to Proceed.

1.03 KEY MILESTONES

- A. Key Milestones shall be included in all Contractor Schedules and show completing on the intermediate dates shown in this Section.
- B. Key Milestones are a contractual requirement and liquidated damages of \$500.00 per day will be assessed for each Key Milestone that completes beyond the dates listed below.
- C. Key Milestones for this Project are as follows:

Milestone: *Final Completion*

Date: 90 Calendar Days from NTP

END OF SECTION 00750

SECTION 00801

GRANT SPECIAL PROVISIONS

General and Special Provisions

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for 2. 2 the further expenditure of money in excess of such appropriations.

3. **Minority Business Enterprise Development.** As applicable to Tribes, pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any

right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

11. Program Income. If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

12. Rights in Data. The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. Conflict of Interest

1. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2. Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3. Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the

Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

14. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america.

SECTION 074100 – PREFORMED ROOF PANELS, 5V Crimp

Part I - General

1.01 Work Included

Furnish all material, labor and equipment to complete installation of 5-V Crimp metal roof system as specified herein.

1.02 System Description

- A. The metal roofing system shall meet the 2021 IBC code requirements for wind loading, air infiltration, and water penetration.
- B. Exposed anchorage system.
- C. Panels be installed over a solid substrate with a maximum fastener spacing of 16" o/c.

1.03 Quality Assurance

- A. Manufacturer Qualifications: Minimum of 5 years' experience in manufacturing architectural metal roof systems.
- B. Installer Qualifications: Minimum of 2 years' experience in the installation of metal roofing.
- C. Inspections:
 - 1. The substrate shall be inspected prior to the panel installation to verify that it complies with specified tolerances.
 - 2. The final inspection will be conducted to verify that the installation complies with MANUFACTURER specifications and installation guidelines.

1.04 Approvals & Testing

- A. Florida Building Code and Miami-Dade HVHZ product approvals.
- B. TAS 125 (UL-580 uplift resistance test).
- C. TAS 100-95 (wind driven rain test).
- D. Class A Fire Rating (UL-790).

1.05 References

- A. SMACNA (Sheet Metal and Air Conditional Contractors Association) architectural sheet metal manual.
- B. NRCA (The National Roofing Contractors Association) roofing and waterproofing manu-

al and handbook of accepted roofing knowledge.

- C. American Society for Testing and Materials (ASTM).
- D. Underwriters Laboratories - Building Materials Directory.
- E. FBC (Florida Building Code).

1.06 Submittals

- A. Complete shop drawings, including roof plan and/or elevations and sections of each condition, shall be submitted for approval prior to fabrication. Such drawings shall also include material type, metal thickness, finish, and installation procedures. Submit a sample of MATERIAL for owner approval.

1.07 Storage and Handling

- 1 Store panels properly and adequately to protect from damage on jobsite.
- 2 Protect roofing from adverse job conditions (i.e. moisture) prior to installation.
- 3 Protect roofing from other trades after installation.

1.08 Warranty

- A. 20 year manufacturer warranty.
- B. The installation contractor shall issue a separate 3 year guarantee against defects in the installed materials and workmanship including a 3 year weather tightness warranty.
- C. Warranty shall begin from date of substantial completion and acceptance of the project.

Part II – Products

2.01 Acceptable Manufacturer

- A. Basis of Design: MBCI 5V Crimp Exposed Fastening Roof Panel

Substitutions shall fully comply with specified requirements. No substitutions allowed after bidding.

Underlayment: Basis of Design: MID STATES ASPHALT QUIK-STIK HT PRO 60 mil

2.02 Materials

- A. See Sheet A701

2.03 Fabrication

- A. Fabrication shall be as follows:
 - 1. Panel Width: 24” panel coverage

- B. Panels are formed in continuous lengths, full length of run.
- C. Accessories shall be factory formed in finish and metal thickness, same as the panels.
- D. Owner can reject any panel installation if appears damaged, deformed, or stand out aesthetically from adjacent panels.

2.04 Finish

- A. Galvalume Plus

Part III-Execution

Preparation

The Installer shall:

- A. Verify that substrate layout complies with shop drawing layout.
- B. Verify that decking has been inspected and is properly fastened according to standard building codes.
- C. Report any variations and potential problems to the general contractor.
- D. Not start work until unsatisfactory conditions have been corrected.

Installation

- E. The roofing shall be installed plumb, straight and true to adjacent work.
- F. Panels and accessories shall be installed in compliance with MBCI installation instructions and details.
- G. Panels shall be fastened to substrate at center rib and at each side rib. MINIMUM spacing of fasteners are 16" o/c in field, 6" o/c along eaves, and 8" o/c on gable ends. Fastening shall comply with required wind uplift resistance and AHJ.

Cleaning and Inspection

- H. Clean work in accordance with manufacturer's recommendations.
- I. Complete all items on punch list.
- J. Touch up minor scratches and abrasions.
- K. Remove all excess metal shavings from drilling, pop rivets, etc.
- L. Remove all debris resulting from work under this section.

END OF SECTION

SECTION 90000 - ADA RAMP SPECIFICATIONS

1.0 ADA RAMP SPECIFICATIONS

- A. Ramps may have a maximum slope of 1:12.
- B. Ramps must be a minimum of 36 inches wide. Some areas require wider ramps.
- C. All edges must be protected to keep anyone from slopping off.
- D. All ramps shall have top and bottom landings as wide as the ramp itself and at least 60 inches long.
- E. Landing size must be at least five feet square.
- F. Ramps must have handrails on both sides if their rise is greater than 6 inches or their length is greater than 72 inches.
- G. Cross slopes (areas where a ramp slopes sideways, perpendicular to the ramp's length) must be less than 1:50, and surfaces must be slip-resistant and stable.
- H. A level landing is required at the bottom and top of the ramp.
- I. Maximum threshold height (at building entry) is $\frac{3}{4}$ inch (19 mm) for Exterior sliding doors and $\frac{1}{2}$ inch (13 mm) for other types of doors without modification.

2.0 ADA RAMP HANDRAILS

When a handicap ramp has a rise greater than 6 inches or a horizontal projection greater than 72 inches, the ramp must have handrails on both sides. However, handrails are not required on curb ramps. Specific guidelines for ADA-compliant ramps include:

- A. The ramp must have handrails on both sides of all ramp segments. The inside handrail on switchbacks shall always be continuous. When a handrail is not continuous, handrails shall extend

at least 12 inches beyond the top and bottom segment and must be parallel with the floor and/or ground surface.

- B. A clear space of 1 ½ inches must be provided between the handrail and the wall where the handrail is installed.
- C. When the handrail is located in a recess, it must be at least 3 inches deep and shall extend at least 18 inches above the top of the rail.
- D. Surfaces of the handrail shall be continuous without interruption or obstructions.
- E. The top of the handrail surface shall be placed between 34 and 38 inches above the ramp's finished floor surface.
- F. The diameter of the gripping surface of the handrail shall be 1 ¼ to 1 ½ inches, or the shape shall provide an equivalent surface.
- G. The handrail shall be free of any sharp or abrasive elements. Edges shall have a minimum radius of 1/8 inch.

END OF SECTION