

BERKELEY COUNTY GOVERNMENT
COMMITTEE ON OPERATIONS AGENDA
APRIL 11, 2022

County Administration Building
1003 Highway 52, Moncks Corner, SC 29461

6:00 PM



BERKELEY
— COUNTY —
SOUTH CAROLINA

Chairman

Caldwell Pinckney

Committee Member

Phillip Obie

Committee Member

Dan Owens

Committee Member

Joshua Whitley

Committee Member

Brandon Cox

Committee Member

Tommy Newell

Committee Member

Jack Schurlknight

Committee Member

Steve Davis

Ex-officio

Johnny Cribb

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

ELECTRONIC PARTICIPATION AUTHORIZED

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**
- 4. CONSIDERATION OF A PROCLAMATION**

4.a

A PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY OF MR. VESTER OWENS

(Councilman Caldwell Pinckney, Jr.)

[Recognizing 100th Birthday of Mr. Vester Owens.docx](#)

5. APPROVAL OF MINUTES

- 5.a Committee on Operations - Minutes from March 14, 2022
[2022_0314_OPS.docx](#)

6. AGENDA ITEM

- 6.a Goose Creek Library Roof Replacement
(Brian Rheault, Construction Project Manager / David Taschner, Facilities and Grounds Director)
[Addendum 1.pdf](#)
[RFP-47002-01-21-22 Goose Creek Library Roof Replacement .pdf](#)
[Intent to Award .pdf](#)

7. ADJOURNMENT



Amanda D. Turner, Clerk To Council



**STAFF SUMMARY
FOR COMMITTEE ON OPERATIONS**

Topic:

**A PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY
OF MR. VESTER OWENS**

Prepared By:

Amanda Turner, County Council

Date:

April 11, 2022

Attachment(s):

[Recognizing 100th Birthday of Mr. Vester Owens.docx](#)

**A PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY
OF MR. VESTER OWENS**

WHEREAS, longevity of life is a blessing for an individual, a family, and a community which benefits from the knowledge and experiences of the individual; and

WHEREAS, Berkeley County recognizes and admires the contribution of all senior citizens; and

WHEREAS, Vester Owens was born on April 18, 1922 in Berkeley County and is a WWII veterans. He was drafted into the U.S. Army in 1941 and helped storm the beaches of Normandy, France on D-Day in 1944. Mr. Owens later transferred his service to the U.S. Air Force, where he served for 23 years. After 27 years in the military, Mr. Owens retired and settled in Fort Worth, Texas; and

WHEREAS, Mr. Owens, after his retirement from the military, became a pioneer in the business world, becoming the first black man to own a vending machine business in the Fort Worth area; and

WHEREAS, Mr. Owens currently resides in Fort Worth, Texas, and said his wish for his 100th birthday is to return to his hometown in Berkeley County's Cross community; and

WHEREAS, Mr. Owens is a family-oriented man, considering his family to be his whole world; he also loves his community, always extending his hospitality and support to those around him and enjoys attending his local community center; and

WHEREAS, Mr. Owens loves feeding the birds and having his nephews help him plant in his garden.

NOW, THEREFORE, BE IT PROCLAIMED that I, Caldwell Pinckney, Jr., Berkeley County Councilman, on the behalf of Berkeley County Council, honor Mr. Vester Owens for his long life and prosperity, and wish him many more.

ADOPTED this 11th day of April 2022.

BERKELEY COUNTY, SOUTH CAROLINA

[SEAL]

Johnny Cribb, Chairman
Berkeley County Council

Attest:

Amanda D. Turner
Clerk to County Council



**STAFF SUMMARY
FOR COMMITTEE ON OPERATIONS**

Topic: Committee on Operations - Minutes from March 14, 2022

Prepared By: Shelley Forest, County Council

Date: April 11, 2022

Attachment(s):
[2022_0314_OPS.docx](#)

COMMITTEE ON OPERATIONS
(Standing Committee of Berkeley County Council)

Chairman: Mr. Caldwell Pinckney, Jr., Council Member, District No. 7

A **regular meeting** of the **Committee on Operations**, Standing Committee of Berkeley County Council, was held on **Monday, March 14, 2022**, at 7:07 p.m., in the Assembly Room of the Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, South Carolina.

PRESENT: Mr. Caldwell Pinckney, Jr., Chairman, Council Member, District No. 7; Mr. Josh Whitley, Committee Member, Council District No. 2; Mr. Phillip Obie, II, Committee Member, Council District No. 3; Mr. Tommy Newell, Committee Member, Council District No. 4; Mr. Brandon Cox, Committee Member, Council District No. 5; Mr. Jack H. Schurknight, , Committee Member, Council District No. 6; Mr. Johnny Cribb, County Council Chairman, *ex-officio* Supervisor; Mr. John O. Williams, II, County Attorney; and Mrs. Amanda D. Turner, Clerk to Council. Mr. Dan Owens, Committee Member, Council District No. 1, and Mr. Steve C. Davis, Committee Member, Council District No. 8, were excused.

During periods of discussion and/or presentations, minutes are condensed and paraphrased. Video coverage of the full meeting is available on the Berkeley County Government website.

1. CALL TO ORDER

Chairman Caldwell Pinckney, Jr. called the meeting to order.

In accordance with the Freedom of Information Act, the electronic and print media were duly notified.

2. APPROVAL OF MINUTES

Chairman Pinckney asked for approval of minutes from the Regular Committee meeting held on January 10, 2022.

It was moved by Committee Member Cox and seconded by Committee Member Cox to approve the minutes as presented. The motion passed by unanimous voice vote of the Committee.

3. AGENDA ITEMS

a. Contract Award – Dirt to Pave of Seven Roads

Mr. Danny Thrower, Chief Infrastructure Office, provided background information on the Project and bid process. The Project consists of Improvements, including paving, for seven unpaved roads, totaling 2.1 miles, approved under the 2014 Transportations Sales Tax Referendum. The seven roads are Cannon Court, Memory Lane, Harlock Drive, McElveen Avenue, Crest Lane, Orvin Street, and Upton Road.

It was moved by Committee Member Obie and seconded by Committee Member Schurlknight to **approve** Awarding the **Contract for Dirt-to-Pave of Seven Roads to Banks Construction**, in the amount of **\$2,433,216.43**. The motion **passed** by unanimous voice vote of the Committee.

4. ADJOURNMENT

It was moved by Committee Member Schurlknight and seconded by Committee Member Cox to **adjourn** the Committee on Operations meeting. The motion **passed** by unanimous voice vote of the Committee.

The meeting **adjourned** at 7:09 p.m.

April 11, 2022
Approval Date



**STAFF SUMMARY
FOR COMMITTEE ON OPERATIONS**

Topic: Goose Creek Library Roof Replacement

Prepared By: David Kornahrens, County Supervisor's Office

Date: April 11, 2022

Financial Impact: \$112,500 to be funded from this years' capital budget.

Background: The Goose Creek Library roof is past life and is in need of replacement.

Discussion: There were eight successful bidders with one applicant withdrawing after submission.

Recommendation: Seek approval to award the roof replacement to the lowest responsive bidder from RFP-47002-01-21/22, RoofCo, in the amount of \$112,500.

Attachment(s):

[Addendum 1.pdf](#)

[RFP-47002-01-21-22 Goose Creek Library Roof Replacement .pdf](#)

[Intent to Award .pdf](#)



BERKELEY COUNTY

Procurement Department
Scott Maxie, CPPB, Director

Post Office Box 6122
Moncks Corner, South Carolina 29461-6120
PH: (843) 719-4118 FX: (843) 719-4117

TO: All Prospective Offerors

FROM: Melonie Carr - Buyer

RFP NUMBER: 47002-01-21/22

RFP TITLE: GOOSE CREEK LIBRARY ROOF

ADDENDUM NUMBER 1 FEBRUARY 11, 2022 – 2 PAGES

Acknowledge receipt of this addendum by inserting its number, date and signature in the space provided on Page 12 of the bid package, Proposal Transmittal and Agreement, for receipt of Addenda. Failure to do so may subject Proposer as non-responsive. This addendum should be attached to and become part of the Invitation for Bid.

QUESTION/ANSWER:

1. What type shingles are going to be installed on this project?
30yr Architectural shingles, GAF Cobra black plastic ridge-vent with ridge caps (matching the singles installed), and black aluminum drip edge
2. What kind of metal is the County asking to be used for flashing?
Black aluminum drip edge and black aluminum trim coil.
3. On REI's drawing of the building, they have areas circled and marked as damaged, but no measurements listed, are we to bid this as a unit price or can the measurements of these areas be provided so we know how much damaged is in need of replacement?
Bidders should take into consideration findings and age of the REI report when approximating amount of damaged roofing to be replaced. The County estimates at a minimum 60% of OSB will need to be replaced. Bidders will also need to provide costs for plywood sheet replacement beyond the minimum expected.

4. While visiting the site we found that the existing eave strip is 16oz. copper. Would you consider leaving this in place and not removing it?
Copper is to be replaced with black aluminum drip edge.
5. Specs do not state what new roofing material is to be used? page 8 of scope of work.
30yr Architectural shingles, GAF Cobra black plastic ridge-vent with ridge caps (matching the singles installed), and black aluminum drip edge
6. Will this work be supervised or inspected by 3rd party?
The roof will be inspected upon completion



BERKELEY COUNTY

Procurement Department
Scott Maxie, CPPB, Director

Post Office Box 6122
Moncks Corner, South Carolina 29461-6120
PH: (843) 719-4118 FX: (843) 719-4117

REQUEST FOR PROPOSALS

RFP TITLE: GOOSE CREEK LIBRARY ROOF REPLACEMENT

RFP NUMBER: 47002-01-21/22

CLOSING DATE AND TIME: February 22, 2022 at 11:00 AM local time

DEADLINE FOR WRITTEN QUESTIONS: February 11, 2022 at 12:00 PM local time

OVERVIEW: Berkeley Counting is requesting proposals for a roof replacement of the Goose Creek Library located at 325 Old Moncks Corner Road, Goose Creek, SC 29445.

SITE VISITS: Offerors may gain access inside the facility by appointment only during January 24-26 by contacting Brian Rheault at 843-934-4494.

BONDS: Bids in excess of \$100,000.00 will require a 5% Bid Bond.

NOTICE: This Proposal does not commit Berkeley County to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods or services. The County reserves the right to waive any informalities or irregularities, to reject any or all Proposals received as a result of this request, or to cancel in part or in its entirety this Proposal, if it is in the best interest of the County to do so.

RFP Documents Available: Offerors must be registered, free of charge, to view and download a copy of the Request for Proposals document and receive electronic notification of any addenda from the Berkeley County Web Site:

WEB ADDRESS: <https://proposals.berkeleycountysc.gov/>

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

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Attachment A – Goose Creek Library Roof Condition Assessment Report 9.23.2020

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SECTION 3
INSTRUCTIONS TO OFFERORS

1. Proposals shall be submitted on the form(s) provided, to the **Berkeley County Council Office**, before the day and hour set for opening of proposals. Proposals shall be in a sealed envelope marked with the Solicitation Number "**47002-01-21/22**" Solicitation Name "**Goose Creek Library Roof Replacement**" and the Company Name and Address of the Offeror. Proposals will be publicly opened and read aloud.

USPS PROPOSAL TO BE MAILED TO:

Berkeley County Administration Building
ATTN: Amanda Turner- Clerk to Council
PO Box 6122
Moncks Corner, S.C.
29461-6120

HAND CARRY/DELIVERY SERVICE TO:

Berkeley County Administration Building
ATTN: Amanda Turner- Clerk to Council
Room Number 101
1003 U.S. 52
Moncks Corner, S.C. 29461

2. **One (1) clearly identified original and three (3) complete copies are required.** All proposals received after the deadline will be returned unopened. The Proposal must be complete, clear, and concise. (8 ½ x 11 pages printed on one side only).
3. Proposals must be submitted by the time, date and exact location specified to be considered. No late proposals will be accepted.
4. All proposals shall be entered in ink or typewritten and shall remain firm for a period of not less than **sixty (60) days**. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the bid.
5. Offerors mailing a proposal should allow sufficient mailing period to insure timely receipt of proposal. Berkeley County is not responsible for proposals delayed by mail and/or delivery services of any nature. Proposals received after the set time for closing will be returned unopened.
6. Proposals may be withdrawn by offeror prior to, but not after, the time set for the closing. A telegraphic request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.
7. Offers, amendments thereto or withdrawal requests must be received by the time advertised for Request for Proposals closing to be timely filed. It is the offeror's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

INSTRUCTIONS TO OFFERORS CONTINUED

8. Offerors must clearly mark as "Confidential" each part of their offer 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. Berkeley County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against The County and/or its agents for any determination in this regard.

Berkeley County reserves the right:

- 8.1 To accept or reject any or all proposals received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so;
 - 8.2 To waive any or all informalities;
 - 8.3 To solicit additional information from the Offerors, or any one Offeror should Berkeley County deem such information necessary;
 - 8.4 To consider modifications received at any time before the award is made, if such action is in the best interest of the County; and,
 - 8.5 To negotiate contract terms, conditions
9. By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation.
10. If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposals, it shall immediately notify the County's Director of Procurement of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the written request for bid, or it shall be deemed waived.
11. Failure to submit all required information may be determined as a non-responsive offer.
12. A conditional or qualified proposals will not be accepted.
13. Unit price will govern over extended price; errors in mathematics will be corrected where applicable.
14. ADDENDA: If it becomes necessary to revise any part of this solicitation, an amendment will be posted on the Web Page at the address provided on the Cover Sheet of this solicitation. All amendments become part of the Request for Proposals and are contractually binding whether or not received by the Offeror.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

INSTRUCTIONS TO OFFERORS CONTINUED

14. ADDENDA CONTINUED: Changes or corrections may be made in the Proposals Documents after they have been issued and prior to the due date. In such cases, written Addenda describing the changes or corrections will be released by the County's Procurement Department. All Addenda shall take precedence over the original portion of the Request for Proposals and shall be considered and included in the Offeror's Proposal. All Addenda shall become part of the Contract Documents and be acknowledged in the RFP Documents.
15. CONTRACT DOCUMENTS: The Contract Documents will consist of the County-Contractor Contract, the conditions of the Contract (general, supplementary and other conditions), the drawings, the specifications, work requirements, solicitation documents and all Addenda issued prior to, and any modifications issued after the execution of the Contract.
16. OFFEROR'S REPRESENTATION: Each Offeror, by making his proposal represents that:
 - a) He has read and understands all documents relating to the project and that his firm holds current State of South Carolina Licenses sufficient for the specified Work, and; therefore, his proposal is made in accordance herewith.
 - b) He has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and has correlated his observation with the requirements of the proposed Project documents.
 - c) His proposal is based upon the specified materials, systems, labor, supervision, supplies, work sequence requirements, taxes, insurance, permits, bonds and all other costs, incidental or otherwise, as would reasonably be required and expected for the project, required by the solicitation documents, without exception.
17. PROJECT COMPLETION TIME: The commencement date shall be as agreed between the Successful Offeror and the County as indicated within the Notice to Proceed.
18. PROGRESS PAYMENTS: Progress payments shall be allowable for this project.
19. PAYMENT: All payments by the County shall be in accordance with the General Terms and Conditions of the Contract documents contained herein. The Successful Offeror shall update and revise the Application for Payment. Failure to provide an updated schedule will be caused to withhold payments due until the deficiency has been remedied.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

INSTRUCTIONS TO OFFERORS CONTINUED

20. LAWS, REGULATIONS, ORDINANCES, AND RULES: All applicable laws, ordinances, rules and regulations of any regulatory agency shall be binding upon the Offeror throughout the term of the Contract. The Offeror shall be responsible for compliance with all such laws, ordinances, rules and regulations and shall hold the County harmless and indemnify same in the event of non-compliance.
21. DEFAULT: In case of default, Berkeley County reserves the right to purchase any or all services and materials in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offers of the defaulting contractor shall be considered until the assessed charge has been satisfied.
22. AWARD: The contract shall be awarded with reasonable promptness by written notice to the most responsible and responsive Offeror whose proposal meets the requirements and criteria set forth in the Request for Proposals.
23. VERBIAGE: The words “Contractor”, “Vendor”, “Bidder”, “Offeror”, “Consultant”, “Proposer”, are used interchangeably throughout this RFP to define the companies submitting bids, and replace terms such as person(s), firm(s), or corporation(s).
24. SUBCONTRACTORS: In order for the proposals to be considered as responsive, the following shall be met:
- A) Offeror shall set forth in his proposal the name and location of the place of business of each subcontractor, as may be specified within the proposal, who will perform work or render service to the Offeror to or about the Work. If the Successful Offeror determines to use his own employees to perform any portions of the Work for which he would otherwise be required to list a subcontractor and if the Successful Offeror is qualified to perform such work under the terms of the solicitation document, the Successful Offeror shall indicate this in his proposal and not subcontract any of that work except with the approval of the County for good cause shown.
 - B) Failure to list subcontractors in accordance with this section may render the Successful Offeror’s Proposal unresponsive or non-conforming.
 - C) No Offeror whose proposal is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original proposal, without the County’s prior approval.
 - D) Where substitution is allowed, the Successful Offeror, before obtaining prices from any other subcontractor, must attempt in good faith to negotiate a subcontract with at least one (1) subcontractors whose offer was received prior to the submission of the Successful Offeror’s proposal.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

INSTRUCTIONS TO OFFERORS CONTINUED

25. INSURANCE: The Successful Bidder shall provide a Certificate of Insurance to the County in accordance with the General Terms and Conditions of the Contract documents.
26. INTERGOVERNMENTAL PURCHASING: Vendor may agree to extend their cost to the local governments in the State of South Carolina with mutual agreement of both parties.
27. AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion contained herein, shall be signed, notarized and attached to and become a part of the RFP. Bids submitted without this affidavit may be rejected as unresponsive.
28. AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax contained herein, shall be signed, notarized and attached to and become a part of the RFP. Bids submitted without this affidavit may be rejected as unresponsive.
29. REFERENCES: All Offerors shall submit and include with their proposal, selected projects which they have been awarded, and are in progress or has completed for Towns, Cities, Counties, Municipal or State Governments, educational or health institutions which will exemplify expertise in this Project by the firm and by the proposed project lead. A minimum of three (3) references shall be submitted.
30. DRUG FREE WORKPLACE CERTIFICATE: Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended) and shall file a certification form with Berkeley County in accordance with the same. Aforesaid certification form is provided by Berkeley County in this Request for Bid and shall be executed by the Bidder (or, in case of a corporation, by a duly authorized representative of the corporation) and shall be delivered to Berkeley County together with the RFP. Bids submitted without this affidavit may be rejected as unresponsive.
31. ADDITIONAL INFORMATION/QUESTIONS: Offerors requiring additional information may submit their questions in writing. Questions may be directed to Melonie Carr, Buyer via email at Melonie.Carr@berkeleycountysc.gov. **The deadline for submitting written questions is February 11, 2022 @ 12:00 PM EST.** Verbal information obtained otherwise will not be considered in the awarding of the bid.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SECTION 4
SCOPE OF WORK

1. **SUMMARY**: Berkeley County is requesting sealed proposals from qualified firms to perform a roof replacement of the Goose Creek Library located at 325 Old Moncks Corner Road, Goose Creek, SC 29445
2. **SCOPE**: The work includes the minimum scope requirements.
 - a) Remove existing roof down to the roof decking and haul away all debris. Protection must be applied to surrounding infrastructure and landscaping.
 - b) Replace any compromised roof decking or blocking.
 - c) Install non-asphaltic, polypropylene roofing underlayment on the entire roof system.
 - d) Extended metal drip edge will be installed around the entire perimeter of the roof (rakes and eaves) per manufacturers specifications.
 - e) Install all new flashings.
 - f) Install ice and water shields in all valleys and water trough areas.
 - g) Pre-cut eave/rake starter strips.
 - h) Install new ridge vents and caps.
 - i) If the top of the peak needs to be cut out, a \$3.00 per linear foot will be added to the invoice.
3. **REQUIREMENTS**: Contractor must hold all certifications, licenses, and/or permits required for the performance of the Work.
4. County representatives will be in contact with project managers and onsite for all projects. Bidders will need to provide what efforts will be made to provide adequate correspondence with the County during the Agreement.
5. **PROJECT COMPLETION TIME**: The commencement date shall be as agreed between the Successful Offeror and the County as indicated within the Notice to Proceed. **Offerors shall clearly identify in their proposals the calendar days necessary for Substantial and Final Completion.**

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SECTION 5
CONTENTS OF THE SUBMITTAL

Submittals to this Request for Proposals must contain the following:

1. The respondent's credentials outlining the firm's work experience with similar projects. Respondent should showcase the projects that best show the ability of the firm to meet the expectations of The County and complete the reference form attached to the Submittal Proposal Form attached herein.
2. The credentials, certifications, and work experience of all key personnel who would be directly involved in the project. This should include the contribution of the individual to the projects presented by the firm as best examples of related work.
3. The respondent's statement of assurance signed by a principle of the firm, agreeing that the firm will comply with all required federal and state regulations. The attached **Submittal Form** must be completed and included with Offeror's submittal and completed in its entirety.
4. A detailed project approach to include but not limited to:
 - a. Understanding of the Scope of Work and your recommended approach to addressing the County's needs.
 - b. Detailed work plan with schedule
 - c. Proposed products and materials
 - d. Anticipated problems or issues
 - e. Plan for correspondence with The County
 - f. Proposed schedule
5. Fee Proposal: Provide the cost to complete the scope with labor and materials specifically defined including all applicable taxes.
6. Completed Submittal Proposal Form attached herein.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SECTION 6
EVALUATION OF SUBMITTALS

1. The evaluation of the proposals will be done by a Committee composed of representatives from Berkeley County and other persons deemed necessary for proper evaluation by the Director of Procurement.
2. Berkeley County Council will select a contractor based upon the recommendations of the Committee.
3. EVALUATION CRITERIA: The following evaluation criteria will be taken into consideration for purposes of proposal evaluation. It is the intention of the selection team to select the vendor most capable of providing the required services. The criteria that will be used during the selection process are listed below. The selection team reserves the right to include additional selection criteria as the need arises. Various elements will be weighted higher than others depending on how the elements impact on the total solution.
 - A. Materials & Application
 - B. Project Timeline/ Proposed Schedule
 - C. Project Cost
 - D. Warranty
 - E. References

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SECTION 7
SUBMITTAL PROPOSAL FORM

Page 1 of 11

RFP TITLE: **Goose Creek Library Roof Replacement**

RFP NUMBER: **47002-01-21/22**

CLOSING DATE AND TIME: **February 22, 2022 at 11:00 AM**

In compliance with this Request for Proposals and subject to the terms and conditions therein (including subsequently received written addenda if any) the undersigned offers and agrees, if selected by the County, to execute the entire work in the solicitation documents.

By submission of proposal, bidder certifies they hold all certifications, licenses, and/or permits required for performance of the Work. The County may require additional statements of qualification if deemed necessary.

Company Name

Name of Authorized Representative

Signature of Authorized Representative

Date

SECTION 7
SUBMITTAL PROPOSAL FORM CONTINUED

Page 2 of 11

PROPOSAL TRANSMITTAL AND AGREEMENT

The undersigned, having fully familiarized himself with the information contained within this solicitation, submit the attached proposal. I verify (to the best of my knowledge and belief) this proposal to be true and correct. All requirements of this solicitation are hereby incorporated into the proposal submitted and shall be incorporated into the contract.

The Offeror acknowledges the following Amendments have been received and incorporated into this proposal:

Amendment No. _____ Dated _____, 2022 Signature _____

Amendment No. _____ Dated _____, 2022 Signature _____

Amendment No. _____ Dated _____, 2022 Signature _____

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Date: _____

Telephone No: _____

Fax Number: _____

Email: _____

SECTION 7
SUBMITTAL PROPOSAL FORM CONTINUED

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DATE FOR COMMENCEMENT AND COMPLETION: The Date of Commencement shall be established in the Notice to Proceed. The County shall not be held liable for any expenses incurred by the successful Offeror until the Notice to Proceed has been executed. A contract award requires that both the County and the Contractor sign the Contract. All work shall be completed as established in the Notice to Proceed.

LISTING OF SUBCONSULTANTS: Any Offeror in response to this Request for Proposal shall set forth in his proposal the names and locations of the places of business for each of the following subconsultants (if so specified) who may perform work or render services to the successful Offeror to or about the construction, or who will specifically fabricate or install a portion of the work.

If the Offeror determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subconsultant, and if the prime Contractor is qualified to perform such work under the terms of the Request for Proposals, the prime Contractor shall indicate this in his proposal and not subcontract any of that work except with the approval of the County for good cause shown.

LISTING OF SUBCONTRACTORS:

<u>Description of Work</u>	<u>Subcontractor's Name</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to list specified subcontractors may render the Offeror's proposal nonresponsive. No Offeror whose proposal is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original proposal, except as specified within the Contract Documents.

AFFIRMATIVE ACTION: The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

PROPOSAL HOLDING TIME AND ACCEPTANCE: The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening for proposals, but shall remain open for acceptance for a period of not less than sixty (60) days following the Solicitation opening date.

SECTION 7
SUBMITTAL PROPOSAL FORM CONTINUED

Page 4 of 11

RESPONSIBILITY: The undersigned understands that before awarding a Contract, the appropriate Council Committee may require additional information in order to ascertain the Offeror's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to the County within five (5) days after having been duly notified and requested may be just cause for rejection of the proposal and Offeror will be considered noncompliant.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE: The undersigned certifies that the contractor 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 complying with the requirements set forth in Title 44, Chapter 107.

ILLEGAL IMMIGRATION: 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 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] (NOV. 2008) (An overview is available at www.procurement.sc.gov)

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

SECTION 7
SUBMITTAL PROPOSAL FORM CONTINUED

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CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	(Subclassification)	(Limitations)

(S.C. Contractor's License Number)		

AUTHORIZATION

(Print Name of Contractor/Company)

(Signature)

_____	_____
(Printed Signature)	(Title)

(Mailing Address)

_____	_____	_____
(City)	(State)	(Zip)

_____	_____
(Telephone Number)	(Fax Number)

(E-mail Address)

**SECTION 7
SUBMITTAL PROPOSAL FORM**

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**LOCAL VENDOR PREFERENCE AFFIDAVIT
(Applicable for Construction Procurements under \$750,000.00)**

Personally, appeared before me _____, who being duly sworn, certifies that the vendor identified in this bid response meet all qualifications for the local preference as defined in Section VII, Subsection D, number 8 of the Berkeley County Procurement Ordinance entitled "Local Preference" as amended.

By this written claim, bidder request that the five percent (5%) Local resident vendor preference be exercised in consideration of contract award of this bid.

BIDDER CERTIFIED THAT HE MEETS ALL QUALIFICATIONS FOR THE (CHECK ONLY ONE OF THE FOLLOWING):

1. LOCAL RESIDENT VENDOR PREFERENCE (BERKELEY COUNTY)
PHYSICAL ADDRESS OF LOCAL PREFERENCE:

OR

2. NOT APPLICABLE

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires _____

SUBMITTAL PROPOSAL FORM

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NONCOLLUSION AFFIDAVIT OF OFFEROR

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Offeror that has submitted the attached Proposal;
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Offer in connection with the Contract for which the attached Offer has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Offer or of any other Offeror, or to fix any overhead, profit or cost element of the Offer price or the Offer price of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Berkeley County, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public

My Commission Expires _____

SUBMITTAL PROPOSAL FORM

Page 8 of 11

DELINQUENT TAX AFFIDAVIT

Please note the Procurement Department shall verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Berkeley County Delinquent Tax Office at one of the following numbers:

Moncks Corner (843) 719-4029
Charleston (843) 723-3800 extension 4029
St. Stephen (843) 567-3136 extension 4029

IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO BERKELEY COUNTY? _____ (YES OR NO)

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public

My Commission Expires _____

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

SUBMITTAL PROPOSAL FORM

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OFFEROR'S REFERENCES

- A. Name and Address of Owner/Client: _____

Contact Name: _____
Phone No.: _____
- B. Name and Address of the Project: _____

- C. Name of the Architectural/Engineering Firm for the Project, if
Applicable: _____

Name of the Project Contractor, if
Applicable: _____
_____ Phone No.: _____
- D. Name of Job Superintendent: _____
- E. Contract Date: _____ Date of Completion: _____
- F. Project is on Schedule or has been completed on Time: Yes ___ No ___
If no, number of days late: _____ Explain: _____

- G. Contract dispute or failure to complete contract to Owner satisfaction: Yes ___ No ___
If Yes, Explain: _____

- H. Amount of Bid: _____ Final Project Cost: _____
Explain Difference, if any: _____

SUBMITTAL PROPOSAL FORM

Page 10 of 11

OFFEROR'S REFERENCES

A. Name and Address of Owner/Client: _____

Contact Name: _____

Phone No.: _____

B. Name and Address of the Project: _____

C. Name of the Architectural/Engineering Firm for the Project, if
Applicable: _____

Name of the Project Contractor, if
Applicable: _____

_____ Phone No.: _____

D. Name of Job Superintendent: _____

E. Contract Date: _____ Date of Completion: _____

F. Project is on Schedule or has been completed on Time: Yes ____ No ____
If no, number of days late: _____ Explain: _____

H. Contract dispute or failure to complete contract to Owner satisfaction: Yes ____ No ____
If Yes, Explain: _____

H. Amount of Bid: _____ Final Project Cost: _____
Explain Difference, if any: _____

Request for Proposals
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SUBMITTAL PROPOSAL FORM

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OFFEROR'S REFERENCES

- A. Name and Address of Owner/Client: _____

Contact Name: _____
Phone No.: _____
- B. Name and Address of the Project: _____

- C. Name of the Architectural/Engineering Firm for the Project, if
Applicable: _____

Name of the Project Contractor, if
Applicable: _____
_____ Phone No.: _____
- D. Name of Job Superintendent: _____
- E. Contract Date: _____ Date of Completion: _____
- F. Project is on Schedule or has been completed on Time: Yes ___ No ___
If no, number of days late: _____ Explain: _____

- I. Contract dispute or failure to complete contract to Owner satisfaction: Yes ___ No ___
If Yes, Explain: _____

- H. Amount of Bid: _____ Final Project Cost: _____
Explain Difference, if any: _____

Request for Proposals
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**SECTION 9
SPECIAL CONDITIONS**

1. GENERAL GUARANTEE: The successful Bidder shall guarantee all workmanship and materials, to be free of defects of any type for a period of two (2) years after date of substantial completion. Upon written notice from Berkeley County, the successful Bidder shall, within five (5) calendar days, correct all defects without additional cost to the County.
2. BUSINESS LICENSE/PERMITS: The successful Bidder and all subcontractors, if any, shall obtain permits, as may be necessary, and required by City, County and State agencies.
3. ENGINEERING SERVICES: The successful Bidder shall provide all engineering and surveying control services needed to complete this project.
4. UNDERGROUND UTILITIES: It is required that the contractor notify Palmetto Utility Protection Services at 1-888-721-7877, three (3) working days in advance of commencing work. Also, if in areas where work that is not completed in ten (10) working days, the Contractor is required to contact Palmetto Underground Utilities and give them the original request number.
5. SAFETY REQUIREMENTS: The Contractor is required to follow the traffic controls for street and highway construction and maintenance operations in accordance with Part VI (6) of the Federal Highway Administration Manual on Uniform Traffic Control Devices – Millennium Edition and latest OSHA construction regulations.
6. METERED WATER, FIRE HYDRANTS: If water is taken from a fire hydrant for any reason, the Contractor shall use a hydrant meter as is required by Berkeley County Water & Sanitation.
7. EXISTING IMPROVEMENTS: The successful Bidder shall be responsible for all damages to existing improvements resulting from successful Bidder's operations. Including but not limited to, protecting the downstream lake from construction debris and site restoration to include sod where disturbed.
8. PUBLIC RELEASE OF INFORMATION: Contractor shall not advertise, issue a press release or otherwise publish information concerning this solicitation or contract without prior written consent of the County. The County shall not unreasonably withhold permission. Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Berkeley County.
9. APPLICABLE REGULATIONS/POLICIES: The Revised Code of the Berkeley County Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offeror to be familiar and comply with said regulations/policies.

SPECIAL CONDITIONS CONTINUED

10. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
11. WAIVER: The County reserves the right to waive any provisions of this solicitation.
12. S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
13. ROYALTIES, PATENTS, NOTICES AND FEES: Offeror shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.
14. CONFIDENTIALITY: Contractor will maintain confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.
15. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
16. APPLICABLE LAW AND VENUE: The construction, interpretation and performance of any Final Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The County and Contractor further agree that the Final Agreement shall be deemed to be made and performed in Berkeley County, South Carolina. For the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be litigated only in the Circuit Court of Berkeley County, South Carolina (the Ninth Judicial Circuit).
17. CLIENT LITIGATION: Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of the Final Agreement.

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SPECIAL CONDITIONS CONTINUED

18. **SEVERABILITY**: Should any section, paragraph, clause, phrase, or provision of any Final Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of any Final Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
19. **AUDIT**: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.
20. **PUBLIC RESPONSIBILITY**: The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
21. **BRAND NAMES**: Specifications contained herein may refer to brand names. Brand name(s) and number(s) are used ONLY to set forth and convey to prospective bidders the general style, type, character, and quality of equipment desired, unless otherwise indicated with the phrase "**No Exceptions**".
22. **EQUAL EMPLOYMENT**: The Contractor will comply with all Federal and State requirements concerning fair employment. During the performance of this Contract, the Consultant agrees to provide equal employment opportunities. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.
23. **INDEMNIFICATION**: The contractor agrees to indemnify and save harmless the County of Berkeley and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

SPECIAL CONDITIONS CONTINUED

24. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror and any subcontractors or sub-subcontractors. 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". Offeror agrees to include in any contracts with its sub-contractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.
25. FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services

SECTION 10
TERMS & CONDITIONS
I - Contract Documents

1. THE CONTRACT: The Contract Documents form the Contract for Complete Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. The Contract may be amended or modified only by a written Modification as agreeable by both parties. Nothing contained in the Contract Documents shall create any Contractual relationship between the County and any subcontractor or sub-subcontractor.

2. CONTRACT DOCUMENTS: The Contract documents consist of the County-Contractor Contract, the Conditions of the Contract (General, Supplementary and other Conditions), the drawings, specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. The Contract Documents include Bid Documents such as the Advertisement and Request for Proposals, the Instructions to Bidders, Contractor's Bid and all Addenda relating to any of these, or any other documents, specifically enumerated in the County-Contractor Contract.

3. ENTIRE CONTRACT:

The Entire Contract consists of the following:

- a) Request for Proposals
- b) Instructions to Bidders
- c) Special Conditions
- d) General Terms and Conditions
- e) Bid Documents
- f) References
- g) Contract
- h) Notice of Award/Acceptance
- i) Notice to Proceed
- j) Change Order/Field Order (as applicable)
- k) Construction Schedule
- l) Forms (as applicable)
- m) Technical Specifications (as applicable)
- n) Construction Drawings (as applicable)
- o) Addenda (if any)
- p) All Bonds, Sureties, and Insurance Certificates

TERMS & CONDITIONS
I - Contract Documents Continued

4. **CONTRACT SUM:** The Contract Sum as stated in the County-Contractor Contract, including authorized change orders and modifications thereto, is the total amount payable by the County to the Successful Bidder for the performance of the Work under the Contract Documents.
5. **THE WORK:** The Work comprises the complete construction required by the Contract Documents and includes all labor necessary to produce such construction, and all material and equipment incorporated or to be incorporated in such construction.

All Work indicated in the Contract Drawings and not mentioned in the specifications, or vice versa, and all work, materials and equipment usual and necessary to make the Work complete in all its parts, whether or not they are indicated in the Contract Drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the Contract Drawings and the specifications. The performance of such Work shall not be considered as justification for any claim or extra compensation.

6. **THE PROJECT:** The project is the total construction of the Project described in the County-Contractor Contract, of which the Work performed under the Contract Documents may be the whole or only a part.
7. **EXECUTION, COORELATION, INTENT:** The Contract documents shall be signed by the County and the Successful Bidder. By executing the Contract, the Successful Bidder represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

Whenever the Successful Bidder wants detailed drawings or directions to settle any doubts in his mind as to requirement or requirements of Contract Drawings and Specifications, he shall apply to the County and the Construction Manager in ample time, so that the same may be prepared or given without causing any delay in the execution of Work.

The organization of the specifications into division, section and articles, and the arrangement of Drawings shall not control the Successful Bidder in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

8. **NOTICE OF AWARD:** The Successful Bidder, upon written notification, shall within five (5) calendar days enter into a Contract by executing the Contract between the Successful Bidder and the County. Failure to comply within this time period may consider the Successful Bidder in default and subject the Bid Deposit to forfeiture.

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TERMS & CONDITIONS
I - Contract Documents Continued

9. NOTICE TO PROCEED: The County, upon receipt of the Successful Bidder's Separate Performance and Labor and Material Payment Bonds, will issue a Notice to Proceed, providing that acceptable Certificates of Insurance have been received or included. Any cost incurred prior to the Notice to Proceed shall be the responsibility of the Successful Bidder.
10. COMMENCEMENT: The Successful Bidder shall commence actual physical Work on the project within five (5) calendar days from the Date of Commencement, as established in the Notice to Proceed. Failure by the Contractor to commence actual physical Work on the project within the allocated time will entitle the County to consider the Successful Bidder as irresponsible and in default.
11. TIME OF COMPLETION: Attention is called to the fact that the Work set forth in the Bid is urgently needed by the County and that time is of the essence. All completion dates are set forth in the Notice to Proceed.
10. OWNERSHIP AND USE OF DOCUMENTS: All drawings, specifications and copies thereof furnished by the County are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project.
12. CONFLICT-CONTRACT DOCUMENTS: The following principles shall govern the settlement of disputes that may arise over discrepancies in the Contract documents:
 - A) As between figures given on drawings and the scaled measurements, the figures shall govern. No measurements should be taken by scale as working dimensions except on large-scale drawings not dimensional in detail;
 - B) As between large-scale drawings and small-scale drawings, the larger scale shall govern;
 - C) As between drawings and specifications, requirements of the specifications shall govern;
 - D) As between the form of Contract and the specifications, requirements of the form of Contract shall govern. Should a conflict occur in or between the drawings or specifications, between divisions or sections of the specifications or between details on the drawings, the **SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE ESTIMATED THE MORE EXPENSIVE PRODUCT OR METHOD INDICATED.**
13. RIGHTS AND REMEDIES: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by the County, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Request for Proposals
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TERMS & CONDITIONS
I - Contract Documents Continued

15. CONTROLLING LAW: Any Contract arising from this Bid, shall be governed by the laws of the State of South Carolina, and for the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be litigated only in the Circuit Court of Berkeley County, South Carolina (the Ninth Judicial Circuit). The prevailing party shall be entitled to reasonable attorney's fees and all costs of said litigation.

16. SUCCESSOR: The County and the Successful Bidder each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

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TERMS & CONDITIONS

II – County

1. DEFINITION: The County is the person or entity identified as such in the County-Contractor Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term County means the County or his authorized representative.
2. ADMINISTRATION OF THE CONTRACT: The County will provide administration of the Contract as hereinafter described.
3. COUNTY FINANCIAL RESPONSIBILITY: The County shall, at the request of the Successful Bidder, at the time of execution of the County-Contractor Contract, furnish to the Successful Bidder reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Successful Bidder is not required to execute the County -Contractor Contract or to commence the Work.
4. COUNTY’S RIGHT TO STOP WORK: If the Successful Bidder fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order signed personally or by an agent specifically so empowered by the County in writing, may order the Successful Bidder to stop the Work, or any portion thereof, until the cause for stoppage has been eliminated, corrected, or the County orders the Work be resumed. In such case, the Successful Bidder shall immediately obey such order.
5. COUNTY’S RIGHT TO CARRY OUT THE WORK: If the Successful Bidder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within five (5) calendar days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, by written notice to the Successful Bidder after five (5) calendar days, and without prejudice to any other remedy or right he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Successful Bidder, the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Successful Bidder are not sufficient to cover such amount, the Successful Bidder shall pay the difference to the County.

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TERMS & CONDITIONS
III – Construction Administrator

1. DEFINITION: The Construction Administrator is the person delegated by the County to represent the County in all construction related matters of the project between the County and the Successful Bidder.
2. SERVICES PROVIDED BY THE CONSTRUCTION ADMINISTRATOR: The Construction Administrator shall decide any and all questions that arise as to the interpretation of Contract Drawings and Specifications, subject to review by the County.

The Construction Administrator will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.

The Construction Administrator will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Construction Administrator will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as the Construction Administrator, he will endeavor to guard the County against defects and deficiencies in the Work of the Successful Bidder.

The Construction Administrator will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Administrator will not be responsible for or have control or charge over the acts or omissions of the Successful Bidder, Subcontractors, or any of their agents, or employees, or any other persons performing any of the Work.

The Construction Administrator and County shall at all times have access to the Work wherever it is in preparation and progress. The Successful Bidder shall provide facilities for such access so the Construction Administrator may perform his functions under the Contract Documents.

Based on the Construction Administrator's observations and an evaluation of the Successful Bidder's Applications for Payment, the Construction Administrator will determine the amounts he believes to be owing to the Successful Bidder and will approve for payment such amounts, as provided in the Contract Documents.

TERMS & CONDITIONS
III – Construction Administrator Continued

2. SERVICES PROVIDED BY THE CONSTRUCTION ADMINISTRATOR CONTINUED:

The Construction Administrator shall have the right to correct any errors and omissions in the Contract Drawings and Specifications when such correction is necessary for the proper fulfillment of their intention. The Successful Bidder shall perform in accordance with any such corrections. The Construction Administrator will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon provided that Successful Bidder shall make a timely written request for such.

The Construction Administrator will reject work that does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will require special inspection or testing of the work. Whether or not such Work be then fabricated, installed or completed.

The Construction Administrator will review and approve or take other appropriate action upon Successful Bidder's submittals such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The County's Construction Administrator's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Construction Administrator will conduct inspections to determine the dates of Substantial Completion and Final Completion; will receive and review written warranties and related documents required by the Contract and assembled by the Successful Bidder, and will recommend final payment upon compliance with the requirements of the Contract Documents.

In case of the termination of the employment of the Construction Administrator, the County may appoint a Construction Administrator against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former Construction Administrator.

Refer to Section XIII - Project Meeting for other responsibilities.

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TERMS & CONDITIONS

IV – Contractor

1. DEFINITION: The Successful Bidder is the person or entity identified as such in the County-Contractor Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Successful Bidder means the Successful Bidder or his authorized representative.
2. SITE CONDITIONS: The Successful Bidder accepts the conditions at the Work-Site as they eventually may be found to exist, and warrants and represents that the Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Successful Bidder's own cost and expense, anything in his Contract to the contrary notwithstanding.
3. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY SUCCESSFUL BIDDER: The Successful Bidder shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Successful Bidder performs any of the Work, knowing it involves a recognized error, inconsistency or omission in the Contract Documents, without such notice to the Construction Administrator, the Successful Bidder shall bear responsibility for such performance and shall bear the cost of correction.

The Successful Bidder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Successful Bidder with the Contract Documents before commencing activities.

The Successful Bidder shall perform the Work in accordance with the Contract Documents and submittals approved by the County.

4. CONDITIONS AFFECTING THE WORK: The Successful Bidder shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Successful Bidder to do so will not relieve him from responsibility for successfully performing the work, without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in the Contract.

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TERMS & CONDITIONS
IV – Contractor Continued

4. CONDITIONS AFFECTING THE WORK CONTINUED: The Successful Bidder shall furnish and pay the costs, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment and transportation and perform all work required in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications that may hereafter be approved.

In any case, where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the County.

5. SUPERVISION AND CONSTRUCTION WORK PROCEDURES: The Successful Bidder shall supervise and direct the work, using his best skills and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

The Successful Bidder shall be responsible to the County for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Successful Bidder.

The Successful Bidder shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work-Site during the progress of the Work. The superintendent shall represent the Successful Bidder and all communications given to the superintendent shall be as binding as if given to the Successful Bidder. Important communications shall be so confirmed on written request in each case.

6. LABOR AND MATERIALS: Unless otherwise provided in the Contract documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

The Successful Bidder shall at all times enforce strict discipline and good order among his employees and shall not employ, on the Work Site, any unfit person or anyone not skilled in the task assigned to him.

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TERMS & CONDITIONS
IV – Contractor Continued

7. DRUG-FREE WORKPLACE ACT REQUIREMENT: The Successful Bidder shall be responsible for initiating, maintaining and supervising all drug-free programs in connection with the performance of the Contract. The drug-free programs shall conform to Title 44, Chapter 107, Section 44-107-10 through 44-107-90 of the Code of Laws of South Carolina, 1976, as amended.
8. GUARANTEE; WARRANTIES:
- A) The Successful Bidder warrants to the County that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents. All Work not conforming to these requirements, including substitutions not properly approved or authorized may be considered defective. If required by the County, the Successful Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B) Successful Bidder shall guarantee all workmanship and materials to be free of defects of any type for a period of two (2) years, or the time specified in the Manufacturer's Product Warranty, or the time reasonably expected by the discipline, or provided by the Statute of Limitations, whichever time is greater after the date of final payment.
- C) Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Successful Bidder to the County upon completion and final acceptance of the project.
- D) Upon written notice from the County, the Successful Bidder shall, within five (5) calendar days, correct all reported defects without any additional cost to the County.
9. TAXES: The Successful Bidder shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Successful Bidder which are legally enacted at the time Bids are received, whether or not yet effective.
- A) South Carolina: In accordance with Section 12-8-550 of the laws of the State of South Carolina, as amended, the County shall collect a two (2%) percent withholding tax from any out-of-state business, that enters into an agreement with the County in the amount of \$10,000 or more, that has not registered with the Department of Revenue or the Secretary of State for South Carolina. Proof of registration must be provided to the County on the State of South Carolina Department of Revenue's Form I-312. The County sales tax rate is eight (8%) percent.
- B) Federal:
The County is exempt from Federal Taxes.

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TERMS & CONDITIONS
IV – Contractor Continued

10. PERMITS, FEES, AND NOTICES: Unless otherwise provided in the Contract Documents, the successful Bidder shall secure and pay for the building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract. The County will waive building permit and impact fees for this project. No waivers can be made regarding Business License or the updating of the successful Bidder's current Business License requirements. The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.
11. ALLOWANCES: The Successful Bidder shall include in the Contract Sum all allowances stated in the Contract Documents. Such persons shall supply for such amounts and items covered by these allowances as the County may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
12. PROGRESS SCHEDULE: The Successful Bidder, immediately after being awarded the Contract, shall review the Progress Schedule as submitted with his Bid. Any changes or rearrangements found necessary for improvements, or otherwise, shall be reviewed with and by the County's Construction Administrator at the Pre-Construction Conference. The Progress Schedule shall be related to the entire Project and shall provide for expeditious and practical execution of the Work.
13. MONTHLY PROGRESS REPORT: The Successful Bidder shall submit monthly, along with his Application for Payment, his actual Progress Schedule in the form of a bar graph relative to the Project schedule as approved by the County.
14. DOCUMENTS AND SAMPLES HELD AT THE SITE: The Successful Bidder shall maintain at the Work-Site for the County one (1) record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available and shall be delivered to the County upon completion of the Work.
15. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES: Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Successful Bidder or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Successful Bidder to illustrate a material, product or system for some portion of the Work.

TERMS & CONDITIONS
IV – Contractor Continued

15. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES CONTINUED: Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Successful Bidder shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the County or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Successful Bidder shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the County's approval of Shop Drawings, Product Data or Samples unless the Successful Bidder has specifically informed the County in writing of such deviation at the time of submission, and the County's Construction Administrator has given written approval to the specific deviation. The Successful Bidder shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the County's approval thereof.

The Successful Bidder shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the County on previous submittals.

No portion of the Work requiring submission of a Shop Drawing, Product Data or Samples shall be commenced until the submittal has been approved by the County. All such portions of the Work shall be in accordance with approved submittals.

16. OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the County with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the County within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating, and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the County. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner which will be suitable for insertion in a 3-ring binder.

TERMS & CONDITIONS
IV – Contractor Continued

17. USE AND CLEANING OF SITE: The Successful Bidder shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Work-Site with any materials or equipment. The Successful Bidder shall keep the Work-Site reasonably clean during performance of the Work. Upon final completion of the Work, the Successful Bidder shall clean the Work-Site and the Project and remove all waste, together with all of the Successful Bidder's property.
18. ACCESS TO WORK: The County and the Construction Administrator shall have access to the Work at all times from commencement of the Work through final completion. The Successful Bidder shall take whatever steps necessary to provide access when requested.
19. CUTTING AND PATCHING OF WORK: The Successful Bidder shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

The Successful Bidder shall not damage or endanger any portion of the Work or the Work of the County or any separate contractors by cutting, patching, or otherwise altering any Work, or by excavation.

The Successful Bidder shall not cut or otherwise alter the Work of the County or any separate contractor, except with the written consent of the County, and of such separate Contractor. The Successful Bidder shall not, unreasonably withhold from the County, or any separate contractor his consent to cutting or otherwise altering the Work.

20. COMMUNICATIONS: The Successful Bidder shall forward all communications to the County through the County's Project Manager and the County's Procurement Department.

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TERMS & CONDITIONS
V – Protection of Person & Property

1. GENERAL: The Successful Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including that of any sub-contractors. The Successful Bidder's Safety Program shall incorporate the practices, procedures, and requirements described in this Section, as well as the requirements of any Federal, State, or Local laws, ordinances, applicable construction codes and regulations. Machinery equipment and other potential hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Successful Bidders of America, to the extent that such provisions are not in contradiction of applicable laws, in which case the more stringent shall apply.

2. SAFETY OF PERSONS AND PROPERTY: The Successful Bidder shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - A) All employees on the Work Site and all other persons who may be affected thereby;

 - B) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Successful Bidder or any of his subcontractors or sub-subcontractors; and

 - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, watercraft, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Successful Bidder shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The successful Bidder shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying County and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Successful Bidder shall exercise the utmost care, shall notify the County in writing, shall carry on such activities under the supervision of properly qualified personnel, and shall comply with all applicable laws, rules and regulations and codes pertaining thereto.

TERMS & CONDITIONS
V – Protection of Person & Property Continued

2. SAFETY OF PERSONS AND PROPERTY CONTINUED: The Successful Bidder shall promptly remedy all damage or loss to any properties caused in whole or in part by the Successful Bidder, any subcontractor, and sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Successful Bidder is responsible, except damage or loss attributable to the acts or omissions of the County's Construction Administrator, and not attributable to the fault or negligence of the Successful Bidder. The Successful Bidder shall designate a responsible member of his organization at the Work-Site whose duties shall be safety compliance and prevention of accidents. This person shall be the Successful Bidder's superintendent unless otherwise designated by the Successful Bidder, in writing, to the County and the Construction Administrator.

The Successful Bidder shall designate a responsible member of his organization at the Work-Site whose duty shall be safety compliance and prevention of accidents. This person shall be the Successful Bidder's superintendent unless otherwise designated by the Successful Bidder in writing to the County and the Construction Administrator.

The Successful Bidder shall not load or permit any part of the Work to be loaded so as to endanger its safety.

The Successful Bidder shall provide, at the several locations of active Work, such equipment and medical facilities as are necessary for first-aid treatment of anyone who may be injured on the Work. He shall have standing arrangements for the removal and hospital treatment of any person who shall be injured while engaged in the performance of the Work.

The Successful Bidder shall report promptly, in writing, to the Construction Administrator all accidents occurring in the performance of the Work whether on, adjacent to, or remote from the Work-Site that caused death, personal injuries, or property damage, and shall give full details and statements of witnesses.

The Successful Bidder shall furnish, as required by any applicable laws, rules, regulations and codes, safe shoring, enclosed confinement safeguard requirements, scaffolding, and protection against accidents. Failure on the part of the Successful Bidder to carry out the above regulations after notification by the County shall be just cause for the County to afford all necessary protection and charge the cost of the same to the Successful Bidder.

Should hurricane or other emergency warnings be issued during the construction period, the Successful Bidder shall take every precaution to minimize danger to persons and damage to the Work and property. He shall take similar and appropriate action in the event of warnings of other such natural occurrences, storms, earthquakes, etc.

TERMS & CONDITIONS
V – Protection of Person & Property Continued

2. SAFETY OF PERSONS AND PROPERTY CONTINUED: During the construction period, the Successful Bidder shall provide and maintain at all times in a neat and sanitary condition, at his expense, such toilet accommodations, for the use of his employees as are necessary to comply with the requirements of any Federal, State, or Local laws, ordinances, or regulations. All such accommodations and connections shall be removed upon completion of the Contract and the premises shall be left clean.

Care shall be taken to keep all parts of the Work in sanitary condition and free from refuse and decaying or other objectionable, unsafe, or unhealthy matter.

Failure to perform and meet the requirements of this Section or any apparent danger to persons or property shall be grounds for the County or the County's Construction Administrator to suspend the Work until the conditions creating the hazard has been removed.

3. EMERGENCIES: In any emergency affecting the safety of persons or property at the Work Site and vicinity, the Successful Bidder shall act, at his discretion, to prevent threatened damage, injury, or loss and notify the County immediately.
4. NEIGHBORHOOD SAFETY: The successful Bidder shall be responsible and exercise necessary safety implementation at all times within the neighborhoods for the duration of each project. This includes, but is not limited to, safety barriers, flagmen, etc., necessary during working and non-working hours or days. The successful Bidder is required to follow the traffic control specifications for street and highway construction and maintenance operations as set forth in Division 600, Traffic Control, of the South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction, Edition of 2000, Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices, latest Edition, and latest Occupational Safety and Health Administration (OSHA) construction regulations.

TERMS & CONDITIONS

VI – Subcontractors

1. **DEFINITION:** A subcontractor is a person or entity that has a direct Contract with the Successful Bidder to perform any of the Work at the Work-Site. The term subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a subcontractor or his authorized representative.

2. **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:** Unless otherwise required by the Contract Documents or the Bidding Documents, the Successful Bidder, as soon as practical after the award of the Contract, shall furnish to the County, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The County will promptly reply to the Successful Bidder, in writing, stating whether or not the County, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County to reply promptly shall constitute notice of no reasonable objection.
The Successful Bidder shall not Contract with any such proposed person or entity to whom the County has made reasonable objection. The Successful Bidder shall not be required to Contract with anyone to whom he has a reasonable objection. If the County has reasonable objection to any such proposed person or entity, the Successful Bidder shall submit a substitute to whom the County has no reasonable objection.

3. **SUBCONTRACTUAL RELATIONS:** By an appropriate Contract, written where legally required for validity, the Successful Bidder shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Successful Bidder by the terms of the Contract Documents, and to assume toward the Successful Bidder all the obligations and responsibilities which the Successful Bidder, by these Documents, assumes toward the County. Where appropriate, the Successful Bidder shall require each subcontractor to enter into similar Contracts with his Sub-subcontractors. The Successful Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontractor shall similarly make copies of such Documents available to his sub-subcontractors.

TERMS & CONDITIONS

VII – Work By The County or Separate Contractor

1. COUNTY’S RIGHT: The County reserves the right to perform work related to the Project with his own forces, and to award separate Contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Successful Bidder claims that delay or additional cost is involved because of such action by the County, he shall make such claim as provided elsewhere in the Contract Documents. The County will provide for the coordination of the work of his own forces and of each separate Contractor with the Work of the Successful Bidder.
2. MUTUAL RESPONSIBILITY: The Successful Bidder shall afford the County and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

If any part of the Successful Bidder's Work depends, for proper execution or results, upon the work of the County or any separate contractor, the Successful Bidder shall, prior to proceeding with the Work, promptly report to the County any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Successful Bidder to so report shall constitute an acceptance of the County's or separate contractors' work as fit and proper to receive his Work, except as to defects that may subsequently become apparent in such work by others.

Any costs caused by defective or ill-timed work shall be borne by the party responsible, therefore.

Should the Successful Bidder wrongfully cause damage to the Work or property of the County or any separate contractor, the Successful Bidder shall, upon due notice promptly attempt to settle with such other contractor by Contract, or otherwise to resolve the dispute. If such separate contractor sues or initiates any action or proceeding against the County on account of any damage alleged to have been caused by the Successful Bidder, the County shall notify the Successful Bidder who shall defend such action or proceedings at the County's expense, and if any judgment or award against the County arises therefrom, the Successful Bidder shall pay or satisfy it and shall reimburse the County for all attorneys' fees and court or mediation/arbitration costs that the County may incur as a result of any action taken.

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TERMS & CONDITIONS
VIII – Bond & Insurance

1. **BONDS:** Required; amount. When a construction contract is awarded in excess of \$100,000.00, the following bond or security shall be delivered to the county and shall become binding on the parties upon the execution of the contract:

Performance bond. A performance bond satisfactory to the county, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the county, in an amount equal to 100 percent of the price specified in the contract; and

Payment bond. A payment bond satisfactory to the county, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in amount equal to 100 percent of the price specified in the contract.

2. **INSURANCE REQUIREMENTS:** 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 ten (10) 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.

2.1 General Liability

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

Minimum Limits General Liability:

\$2,000,000 General Aggregate Limit
\$2,000,000 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

2.2 Automobile Liability

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

Minimum Limits Automobile Liability:

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

TERMS & CONDITIONS
VIII – Bond & Insurance Continued

2. INSURANCE REQUIREMENTS CONTINUED:

2.3 Workers' Compensation

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

2.4 Professional Liability – if applicable

Minimum limits are \$1,000,000 per occurrence.

2.5 Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s).

The County of Berkeley, 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.

The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

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.

All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.

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.

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.

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.

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.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an "A".

TERMS & CONDITIONS
VIII – Bond & Insurance Continued

2.6 Property Insurance

- ~~—A. Builder’s Risk: Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
- ~~—1. include the County and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 2.6, Paragraphs 2.7 and 2.8, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”~~
 - ~~—2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to County and Contractor.~~
 - ~~—3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including County furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.~~
 - ~~—4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).~~
 - ~~—5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).~~
 - ~~—6. extend to cover damage or loss to insured property while in transit.~~
 - ~~—7. allow for partial occupation or use of the Work by County, such that those portions of the Work that are not yet occupied or used by County shall remain covered by the builder’s risk insurance.~~

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TERMS & CONDITIONS
VIII – Bond & Insurance Continued

2.6 Property Insurance Continued

- ~~— 8. allow for the waiver of the insurer’s subrogation rights, as set forth below.~~
- ~~— 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.~~
- ~~— 10. not include a co-insurance clause.~~
- ~~— 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.~~
- ~~— 12. include performance/hot testing and start-up.~~
- ~~— 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by County, until the Work is complete.~~
- ~~— B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 2.6 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.~~
- ~~— C. Deductibles: The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.~~
- ~~— D. Partial Occupancy or Use by County: If County will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then County (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide notice of such occupancy or use to the builder’s risk insurer. The builder’s risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by County may come off the builder’s risk policy, while those portions of the Work not yet occupied or used by County shall remain covered by the builder’s risk insurance.~~
- ~~— E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 2.6, it may do so at Contractor’s expense.~~
- ~~— F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.~~

TERMS & CONDITIONS
VIII – Bond & Insurance Continued

2.7 Waiver of Rights

A. All policies purchased in accordance with Paragraph 2.6, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. County and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy, after Substantial Completion, or after final payment .

C. Any insurance policy maintained by the County covering any loss, damage or consequential loss referred to in Paragraph 2.7 B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against the County, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

TERMS & CONDITIONS
VIII – Bond & Insurance Continued

2.8 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 2.6 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 2.6 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

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TERMS & CONDITIONS
IX – Testing Requirements

1. GENERAL: Required inspection and testing services are intended to assist in determination of probable compliance of the Work with requirements, but do not relieve Successful Bidder of responsibility for compliance, or for general fulfillment of requirements of Contract documents. Specified inspections and tests are not intended to limit Successful Bidder's quality control program. The Successful Bidder shall afford reasonable access to agencies performing tests and inspections.

The technical specifications establish only a minimum testing criteria as to the type of test and number of tests required, and do not intend to limit the number of tests that the Successful Bidder may feel necessary to ascertain that he is in compliance with the specifications. It remains the responsibility of the Successful Bidder to ensure complete compliance, and, therefore, he may elect to provide more tests than the minimum set out in the specifications, but all at no additional cost to the County.

Neither the presence of and the testing performed by the testing laboratory, nor the review of the test results by the County implies in any way a warranty of the work performed by the Contractor. It remains the responsibility of the Successful Bidder to ensure that all work is performed in accordance with the plans and specifications.

Refer to all sections of the technical specifications for more detailed information of type, if any, and number of tests required for minimum submittals.

A) Laboratory Selection and Approval

The Successful Bidder shall engage an independent testing laboratory, one that is experienced and specializing in the type of testing services required and will submit that name to the County for approval before beginning any scheduling of tests.

B) Reports

The Successful Bidder shall distribute copies of all test reports immediately to the Project Engineer and the County (and any other party at his discretion).

C) Costs

The Successful Bidder will be required to pay for any and all tests required of the technical specification's sections, and for any and all other tests he may desire to make, over and above the minimum required by the technical specifications.

TERMS & CONDITIONS
IX – Testing Requirements Continued

D) Special Tests/Costs

The County may at any time, upon suspicion of deficient Work or materials, elect to have tests made by an independent testing laboratory. If it is determined by these tests that the work or the materials supplied by the Successful Bidder do not conform to the specifications, the Successful Bidder will be required to pay for all corrective action, replacement costs, extra fees (hired by County), and for all subsequent testing of that deficiency, and for other indirect costs to the County that may have resulted from the deficiency. Otherwise the County shall reimburse the Successful Bidder for reasonable costs incurred.

E) Access

The Successful Bidder shall provide access for testing laboratory personnel to the Work-Site at all times and cooperate to the fullest with their requirements.

F) Taking of Specimens

All specimens and samples for testing will be taken by the testing laboratory (unless specified otherwise in the various related sections). All sampling equipment and personnel will be provided by the testing laboratory (except where noted otherwise in the various related sections of specifications).

G) Schedule

If applicable, the Successful Bidder shall prepare a schedule of tests to be made and submit to the Construction Administrator.

The Successful Bidder shall be responsible for notifying the testing laboratory, and with enough advance time to allow for them to make arrangements for testing as required. The Successful Bidder shall also notify County's Construction Administrator when he notifies the testing laboratory.

When changes in the construction schedule cause any change in the testing schedule, the Successful Bidder shall notify the testing laboratory and County's Construction Administrator and revise the testing schedule accordingly.

H) Items Requiring Testing

The Successful Bidder is responsible for reviewing every section of the specifications for verification in determining the actual testing and reports required for the project.

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TERMS & CONDITIONS

X – Time

1. **DEFINITION**: Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work.

The date of commencement of the Work is the date established in the Notice to Proceed. The Date of Completion of the Work or designated portion thereof is the Date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the use for which it is intended. The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

2. **PROGRESS AND COMPLETION**: All time limits stated in the Contract Documents are of the essence of the Contract. The Successful Bidder shall begin the Work on the date of the commencement as defined in the Notice to Proceed. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.
3. **INCLEMENT WEATHER**: Inclement weather is any condition caused by severe rain, snow or storm, which renders the Work site temporarily unusable by the Successful Bidder or subcontractors. The Successful Bidder shall notify the Construction Administrator and the County's Procurement Department **in writing** the morning of each and every day being considered lost due to inclement weather. Without good cause, the Successful Bidder's failure to notify the Construction Administrator and the County's Procurement Department shall waive his claims for days unreported.

If the Successful Bidder has completed five (5) working hours at the site, no loss consideration shall be requested or granted for that day.

3. **DELAYS AND EXTENSIONS OF TIME**: If the Successful Bidder is delayed at any time in the progress of the Work by any causes beyond the Successful Bidder's control, other than inclement weather or by any other cause that the County determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the County may determine.

Any claim for extension of time shall be made in writing to the County not more than seven (7) days after the commencement of the delay, otherwise it shall be waived. Only after the initial five (5) inclement weather workdays have been sustained; the Successful Bidder can request consideration for additional time due to inclement weather. In the case of a continuing delay only one claim is necessary. The Successful Bidder shall provide to the County an estimate of the probable effect of such delay on the progress of the Work.

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TERMS & CONDITIONS
XI – Payment & Completion

1. CONTRACT SUM: The Contract sum shall be as stated elsewhere herein.
2. SCHEDULE OF VALUES: Within ten (10) calendar days of the commencement of Work, the Successful Bidder shall submit to the County a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County may require. This schedule, unless objected to by the County, shall be used only as a basis for the Successful Bidder's Applications for Payments.
3. APPLICATIONS FOR PAYMENT: On or before the 25th of each month, the Successful Bidder shall submit to the Construction Administrator an itemized Application for Payment, notarized if required, supported by such data substantiating the Successful Bidder's right to payment as the County may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

Unless provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the County, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing.

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Successful Bidder of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials or equipment or otherwise protect the County's interest, including applicable insurance and transportation to the Work-Site for those materials and equipment stored off of the Work-Site.

The Successful Bidder warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the County either by incorporation in the construction or upon the receipt of payment by the Successful Bidder, whichever occurs first; free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens", and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Successful Bidder, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to a Contract under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Successful Bidder or such other person.

Contractor's Application for Payment should be submitted to the County on AIA Documents G702 and G703 and supported by an actual progress schedule and the Contract Schedule of Values.

The period covered by each Application shall be not less than one (1) calendar month for Work completed for the period ending the 15th day of the same month.

TERMS & CONDITIONS
XI – Payment & Completion Continued

4. **PROGRESS PAYMENTS:** The County shall make progress payments to the Successful Bidder, less retainage on undisputed amounts certified by the County's Construction Administrator for the County within thirty (30) days from receipt of the Application for Payment by the County, in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

The County will retain from each progress payment an amount equal to ten (10%) percent of the value of work covered by the progress payment. At Substantial Completion the total amount of payment will be ninety-five (95%) percent of the Contract sum, less those amounts that are withheld to cover incomplete work, incorrect work and unsettled claims.

The Successful Bidder shall promptly pay each subcontractor, upon receipt of payment from the County, out of the amount paid to the Successful Bidder on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained if any, from payments to the Successful Bidder on account of such subcontractor's work. The Successful Bidder shall, by an appropriate Contract with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in a similar manner.

The County may, on request and at his discretion, furnish to any subcontractor, if practical, information regarding the percentages of completion or the amounts applied for by the Successful Bidder and the action taken thereon by the County on account of Work done by such subcontractor.

The County shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

TERMS & CONDITIONS
XI – Payment & Completion Continued

5. PAYMENTS WITHHELD: The County may decline payment and may withhold it in whole or in part, from loss because of:
- A) Defective work not remedied
 - B) Third party claims filed, or reasonable evidence indicating probable filing of such claims.
 - C) Failure of the Successful Bidder to make payments properly to subcontractors for labor, materials or equipment.
 - D) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum
 - E) Damage to the County or another Contractor
 - F) Persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

6. SUBSTANTIAL COMPLETION: When the Successful Bidder considers that the Work, or a designated portion thereof, which is acceptable to the County, is substantially complete, the Successful Bidder shall prepare for submission to the County a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Successful Bidder to complete all Work in accordance with the Contract Documents. If the County, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, he will make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.
7. FINAL COMPLETION AND FINAL PAYMENT: Upon receipt of written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the County will promptly make such inspection to ascertain if the Work is acceptable under the Contract Documents and the Contract is fully performed.

TERMS & CONDITIONS
XI – Payment & Completion Continued

7. FINAL COMPLETION AND FINAL PAYMENT CONTINUED: Neither the final payment nor the remaining retained percentage shall become due until the Successful Bidder submits to the County and his Construction Administrator, the following:
- A) Final list of subcontractors
 - B) Instruction books for all equipment
 - C) Manufacturers' Warranties
 - D) Successful Bidder's release or waiver of liens (conditional upon receipt of final payment) submitted on the Successful Bidder's letterhead and notarized
 - E) Successful Bidder's Affidavit of Payment of Debts and Claims, AIA Form G706
 - F) Successful Bidder's Affidavit of Release of Liens, AIA Form G706A
 - G) Consent of surety to final payment, AIA Document F707, or latest edition equipment suppliers, if specifically requested by the County
 - H) Separate Release or Waiver of Liens from subcontractors and Material and Equipment Suppliers, if specifically requested by County
 - I) Termite protection warranties – if applicable
 - J) Copies of testing reports
 - K) As-built drawings
 - L) Certificates: Submit to the County and his Construction Administrator certificates of approval, acceptance and compliance from all authorities and agencies having jurisdiction over the Work. The Work will not be deemed complete, nor will final payment be made, until such certificates have been delivered.

The Successful Bidder shall provide one (1) original paper copy and one digital copy of each of the specified documents to the County in a close-out document book consisting of three ring binders with a Table of Contents and tabbed for each category.

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TERMS & CONDITIONS
XI – Payment & Completion Continued

The making of final payment shall constitute a waiver of all claims by the **County** except those arising from:

- A) Unsettled liens
- B) Faulty or defective Work appearing after Substantial Completion
- C) Failure of the Work to comply with the requirements of the Contract Documents, or
- D) Terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of all claims by the Successful Bidder, except those previously made in writing and identified by the Successful Bidder as unsettled at the time of the final Application for Payment.

8. NON-RESIDENT CONTRACTORS: Any Successful Bidder, who is a non-resident, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the County entering into a Contract with a non-resident taxpayer, where such Contract exceeds Ten Thousand and 00/100, (\$10,000.00) Dollars, to withhold two (2%) percent of each payment made to the non-resident. The funds deducted from the payment made to the non-resident Contractor are funds deemed to be held in trust for the State of South Carolina and will be reported by the County to the South Carolina Tax Commission. This Deduction is in addition to the retainage deductions specified in the General Conditions.

Modifications to the South Carolina Income Tax Act made January 1, 1993, allowing a non-resident Contractor to apply for an exemption or partial exemption from the two (2%) percent withholding rule. The non-resident Contractor must complete a "Nonresident Taxpayer Request for Exemption Affidavit" (Form WH 303), "Nonresident Taxpayer Affidavit" (Form I-312) and a subcontractors list. The South Carolina Tax Commission will make the determination and notify both Contracting parties of the qualified exempt or partially exempt Contracts.

All Contracts for Ten Thousand and 00/100, (\$10,000.00) Dollars or more with non-residents which do not qualify for exemption will require the withholding of two (2%) percent from each payment as described above. The non-resident Contractor may elect to post a surety bond with the South Carolina Tax Commission to eliminate this withholding requirement. The non-resident must complete and submit the Bond (Form L-2074) and a "Nonresident Taxpayer Affidavit" (Form I-312) to the South Carolina Tax Commission for review and approval. The County must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

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TERMS & CONDITIONS
XII – Changes In The Work

1. **CHANGE ORDERS:** A Change Order is a written order to the Successful Bidder signed by the County and issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by a Change Order. A Change Order signed by the Successful Bidder indicates his Contract therewith, including adjustment in the Contract Sum or the Contract Time.

If, during the progress of the Work it should be necessary, in order to complete the Contract fully and satisfactorily, to provide for substitutions or make alterations in the character or limits of the Work or materials called for in the Contract, a change in Contract (Change Order) shall be prepared by the County under prescribed form and shall be signed by the County and the Successful Bidder. Such change in Contract (Change Order) shall not become effective or binding until approved by the County, in writing.

The County, without invalidating the Contract may order changes within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

The basis for any equitable adjustment of the Contract for extra or reduced Work authorized shall be as follows:

- A. When changes are made in the character or limits of the Work or materials called for in the Contract Drawings or Specifications to provide for extra Work ordered by the County that cause an increase in the amount due to the Successful Bidder and such changes consist of Work that is similar to that called for in the Contract Documents and for which unit prices are quoted in the Bid, or for which unit prices were previously submitted to County and approved by County, the additional cost for such Work shall be paid for on the basis of said unit prices quoted by the Successful Bidder's Bid or approved price list for the item of Work affected. Any reduction of the Contract Sum for subcontracted charges shall be computed on the same basis.

TERMS & CONDITIONS
XII – Changes In The Work Continued

1. CHANGE ORDERS CONTINUED: When any change which, in the opinion of the County, is dissimilar to that called for in the Contract Drawings and Specifications and for which unit prices were not quoted in the Bid, causes such increase or decrease in the amount due the Successful Bidder the increase or decrease in the Successful Bidder's compensation shall be determined as follows:

(1) To the direct cost of labor and materials incorporated in the extra or subtractive Work and a rental cost for equipment used in the prosecution thereof there shall be added fifteen (15%) percent to cover indirect costs and the Successful Bidder's profit [when items are to be apportioned with eight (8%) percent to the subcontractor and seven (7%) percent to Successful Bidder], all as hereinafter stipulated.

B. The items used in the previous paragraphs of this Section only are defined as follows:

- (1) "Labor" means laborers, mechanics, and workmen directly engaged in the performance of the extra or subtractive Work, whether employed by the successful Bidder or by the subcontractor.
- (2) "Cost of Labor" means the proportion of the wages that will actually be or would have actually been paid to or received by such laborers, mechanics, and workmen and the proportion of the premiums that would actually be or would have actually been paid for workman's compensation, insurance, social security, unemployed or any other fringe benefit required by an agreement or customary to the trade upon the basis of such wages.
- (3) "Cost of Materials" means the prices for which materials are sold by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer, dealer, or (if the Successful Bidder is a manufacturer or producer thereof), reasonable cost to the Successful Bidder for the manufacturer or production, plus the reasonable cost of delivering such materials to the Work-Site in the event that the price paid to the manufacturer, producer or dealer does not include delivery. If such State or other taxes are applicable to materials, the cost of this tax shall be added to the above cost.
- (4) "Rental of Equipment" means the total rental for the time the equipment will be or would have been used in the prosecution of the extra or subtractive Work, computed in accordance with the schedule recommended by the Associated General Contractors of America, Inc.

TERMS & CONDITIONS
XII – Changes In The Work Continued

1. CHANGE ORDERS CONTINUED:

- (5) "Indirect Costs" mean overhead, superintendent, insurance (other than workman's compensation), taxes (other than taxes on materials), materials used for temporary structures, allowances made by the successful Bidder to the subcontractor, additional premiums on the Successful Bidder's bond and all miscellaneous items of cost and expense to the Successful Bidder.

In computing increases and decreases in the Successful Bidder's compensation to cover such extra or subtractive Work, no consideration shall be given to any items of cost or expense not specifically set forth in this Section, and it is expressly agreed that the percentage addition of fifteen (15%) percent hereinbefore provided covers all items of indirect cost and expense with fair and reasonable profit to the Successful Bidder and any subcontractor for the performance or omission of performance of such extra or subtractive Work.

Upon claim for payment under a change in Contract (Change Order), the County may call for and shall be furnished with paid bills or other supporting data that may be required.

No compensation shall be allowed under a change in Contract (Change Order) for any person not actively or exclusively engaged in the performance of the specified Work.

No Work shall be started or performed under the approved change in Contract (Change Order) until the County directs the Successful Bidder to commence Work thereon.

Any change in the Time of Completion shall be as agreed between the Successful Bidder and the County and shall be shown on the change in Contract (Change Order) approved by the County. If no adjustment is made on the change in Contract (Change Order) form, any increase or decrease in the Time of Completion shall be considered waived by the Successful Bidder.

If none of the methods set forth hereto is agreed upon, the Successful Bidder, provided he receives a written order signed by the County which directs him to proceed, shall promptly proceed with the changed Work involved. The cost of such Work shall then be determined by the Construction Administrator on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Successful Bidder shall present, in such form as the County and Construction Administrator may prescribe an itemized accounting together with appropriate supporting data for inclusion in a Change Order.

TERMS & CONDITIONS
XII – Changes In The Work Continued

2. CHANGE ORDERS CONTINUED:

Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, workers' or workman's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. The amount of credit to be allowed by the Successful Bidder to the County for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Construction Administrator. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. In no event shall any expenditure or savings associated with the Successful Bidder's home office or other non-worksites overhead expense be included in any change in the Contract Price.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the County or the Successful Bidder, the applicable unit prices shall be equitably adjusted.

2. FIELD ORDERS: A Field Order shall be an agreement between the Construction Administrator and the Successful Bidder which if implemented shall have no cost effect upon the Contract Price or in the Contract Time.

A Field Order may be initiated by the Construction Administrator or the Successful Bidder. All Field Orders shall be approved in writing by the Construction Administrator prior to implementation by the Successful Bidder. All approved field orders shall be on the form as provided by the Construction Administrator. The Field Orders shall be signed by the Construction Administrator and the Successful Bidder or their authorized representative. Such changes by Field Orders shall be binding upon the Successful Bidder or their authorized representative. Such changes by Field Orders shall be binding upon the Successful Bidder and carried out promptly.

3. CONCEALED CONDITIONS: Should concealed conditions be encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, and when the condition could not have been determined by the Successful Bidder by careful examination of the site

TERMS & CONDITIONS
XII – Changes In The Work Continued

3. CONSEALED CONDITIONS CONTINUED:

or the structure prior to commencement of the Contract, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within seven (7) days after the first observance of the conditions.

4. CLAIMS FOR ADDITIONAL COST: If the Successful Bidder wishes to make a claim for an increase in the Contract Sum, he shall give the County written notice thereof within seven (7) days after the occurrence of the event, giving rise to such claim. This notice shall be given by the Successful Bidder before proceeding to execute the Work. No such claim shall be valid unless documented and submitted to the County within allocated time period. The amount of the adjustment in the Contract Sum shall be determined by the Construction Administrator. Any change in the Contract Sum resulting from such claim must be authorized by Change Order.

Failure to maintain and make available documentation as required by the Contract Documents, or failure to provide appropriate supporting data requested under the provisions of the Contract Documents, shall be a basis for denying any claim for additional cost and shall constitute a waiver of any claim for additional cost.

5. OTHER CHANGES IN THE WORK: Except as hereinbefore specified, any extra work done or any changes made without written authority on the prescribed change in Contract (Change Order) form shall be considered unauthorized unless otherwise directed by County, and at the expense of the Successful Bidder, and shall not be paid for by the County. At the option and direction of the County, work so done may be ordered removed, or removed and replaced at the Successful Bidder's expense.
6. UNCOVERING WORK: If any of the Work is covered contrary to the Construction Administrator's request or to any provision of this Contract, it shall, if required by the Construction Administrator or the County, be uncovered for the Construction Administrator's inspection and shall be properly replaced at the Successful Bidder's expense without change in the Contract Time.

If any of the Work is covered in a manner not consistent with the aforementioned paragraph above, it shall, if required by the Construction Administrator or County, be uncovered for the Construction Administrator's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and be charged to the County. If such Work does not strictly conform to this Contract, the Successful Bidder shall pay the costs of uncovering and proper replacement.

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TERMS & CONDITIONS
XIII – Project Meetings

1. PRE-CONSTRUCTION PROJECT MEETINGS: After award, prior to commencement of any Work, a Pre-Construction Meeting shall be scheduled by the County. The Successful Bidder shall see that responsible company management representatives and key project personnel attend this meeting.

At this Meeting the Successful Bidder shall be oriented with respect to the County's procedures and lines of authority and with respect to contractual administration, and construction matters. The Successful Bidder shall make known his key personnel and their respective duties and responsibilities. Additionally, a schedule of required submittals will be discussed.

2. PROJECT PROGRESS MEETINGS: A Progress Meeting will be held bi-weekly to determine the overall progress of the Work; to review the Successful Bidder's schedule; to discuss any problems which have arisen or are anticipated. These meetings shall be attended by the Successful Bidder, the County's Construction Administrator, the County's Project Manager, the County's Contract Administrator, and any other persons or parties, which might be involved in this project, directly or indirectly.

In addition to the regular meetings to be held bi-weekly, special meetings will be held when a situation arises, which in the opinion of the County's Construction Administrator, deems such action.

The Construction Administrator shall coordinate meetings, prepare agenda, preside at meetings, record minutes, and distribute copies to County, Successful Bidder and those affected by the decisions made unless otherwise agreed by all parties.

Successful Bidder shall afford the County copies of minutes of meetings held with Subcontractors as it relates to decisions and performance, which effect the project and the County.

TERMS & CONDITIONS

XIV – Termination

1. **TERMINATION:** Subject to the provisions below, the County may terminate the solicitation/contract by providing a thirty (30) day written advance notice to Contractor.

1.1 **Termination for Convenience:** In the event this solicitation/contract is terminated or cancelled for the convenience of the County, the County will negotiate reasonable termination costs, if any.

1.2 **Non-Appropriations:** Any contract entered into by the County shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Any final agreement accepted by the County MUST include the following language:

This contract is approved and funded contingent upon annual appropriations being established by Berkeley County Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1st and terminating on June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract. In the event that an annual appropriation is not approved, Berkeley County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

1.3 **Termination for Cause:** The County may terminate the contract at any time for the failure of the Contractor to perform any obligation under this solicitation/contract, or for any other good and sufficient cause. The County shall only pay Contractor for services rendered prior to the termination notice date, less any liquidation costs assessed for Contractor non-performance.

1.4 **Mitigation of Termination Costs:** In the event that the contract is terminated, Contractor will be liable for any costs in excess of contract pricing incurred by the County to complete the contract or provide for continuity of services. The County reserves the right to purchase any or all services and materials on the open market. The County will not entertain subsequent offers from the terminated Contractor until these liquidation costs are paid by Contractor.

Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to Contractor or by any other proper and lawful means. All deductions from any money due Contractor are to be as liquidated damages

TERMS & CONDITIONS
XIV – Termination Continued

1.4 Mitigation of Termination Costs Continued:

and not as a penalty. It is the County's intent to give Contractor a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1.4.1 For use of County's forces – actual cost involved.

1.4.2 For use of another contractor – the amount charged by said Contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

1.5 Excusable Delay: Contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. However, to the extent an event arises beyond the control and without the fault or negligence of contractor, contractor shall notify the Construction Administrator and the County's Procurement Department in writing within twenty-four hours of such event. Otherwise, the event shall not serve as an excusable delay. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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TERMS & CONDITIONS

XV – Miscellaneous

1. ~~COUNTY FURNISHED MATERIAL: County Furnished materials for contractor installation are identified in the drawings. The Successful Bidder shall notify the County at least fourteen (14) days in advance that the required material should be delivered to the Work Site.~~
2. SALVAGED ITEMS: There will be no salvaged items under this Contract.
3. WORK-SITE SECURITY: The Successful Bidder shall be responsible for security on the Work-Site against such acts as mischief, violence, burglary, arson, vandalism, etc. In addition, the Successful Bidder shall secure the Work-Site, including materials delivered or stored thereon, against damage by acts of nature and man. The County assumes no responsibility for Work-Site security.
4. FIELD OFFICES AND SHEDS:
 - A) Field Office: Work-Site field office by the Successful Bidder is not considered a requirement in the performance of this Contract. This does not exclude the Successful Bidder from having such an office, but no cost directly or indirectly shall be applicable to the Contract costs.
 - B) Temporary Sheds: If determined necessary, any temporary facilities shall be the responsibility of the Successful Bidder and subcontractors, at no cost to the County in the performance of this Contract. Location of temporary storage facilities, if any, shall be approved and coordinated through the County's Construction Administrator and County Project Manager or appropriate representative.
 - C) Removal: At the completion of the Contract, or as directed by the County, remove all temporary buildings, sheds and trailers from the Work-Site and leave grounds in condition as specified in other sections.
4. TEMPORARY UTILITIES AS MAY BE APPLICABLE: The Successful Bidder shall make arrangements to provide all water or any other utilities that may be required during the entire construction period. The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the County shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro-rated schedule based on an agreed basis. All electrical work shall comply with the National Electrical Code. The Contractor shall provide and pay for all temporary wiring, switches, connections and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight. If water is taken from a fire hydrant for any reason, the Successful Bidder shall use a hydrant meter as required by Berkeley County Water & Sanitation.

TERMS & CONDITIONS
XV – Miscellaneous Continued

5. COOPERATION WITH UTILITIES: The County will notify all utility companies, all pipe line companies, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the companies under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings in this respect is not guaranteed by the County. The Contractor shall have considered in his proposal all of the permanent and temporary utility appurtenances in their present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

6. TEMPORARY SANITARY FACILITIES: The Successful Bidder shall provide and maintain temporary toilet facilities for use by all personnel on the project site. Toilets shall be the temporary types, complete with water and sewage connections, or shall be a portable type approved by jurisdictional authority. Temporary toilet facilities shall be removed from premises upon completion of project.

7. CONSTRUCTION ACCESS: If applicable, the Successful Bidder and his subcontractors shall enter and exit through the Work-Site as shown on the Drawings, or as designated by the Construction Administrator. The Successful Bidder shall construct and maintain construction access to the Work, construct roads, place fill, and install geogrid or fabric as necessary to perform the Work, and rework roads during and after inclement weather as necessary to maintain construction areas.

The Successful Bidder shall become familiar with the drainage characteristics of the Site; maintain existing ditches or create new, temporary ditches as necessary to maintain construction access; and grade or regrade Site as necessary to divert surface runoff away from work areas.

TERMS & CONDITIONS
XV – Miscellaneous Continued

8. NIGHT AND SUNDAY WORK: No work shall be done at night or on Sunday except:
- a. Usual protective work, such as pumping and the tending of lights and fires;
 - b. Work done in case of emergency threatening injury to persons or property;
 - c. When provided for under Supplemental Conditions as herein specified;
 - d. If all of the conditions set forth in the next paragraph below are met.
- No work other than that included in (a), (b), and (c) above, shall be done at night except when:
- i. In the judgment of the County, the work will be of advantage to the County and can be performed satisfactorily at night;
 - ii. The work will be done by a crew organized for regular and continuous night work;
 - iii. The County has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the County.

9. VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the County or the Engineer. The County will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the County.
- If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the County, in writing. The County will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.
10. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the County. A copy of the written consent shall be given to the County prior to occupation of private land.

TERMS & CONDITIONS
XV – Miscellaneous Continued

11. HISTORICAL OR ARCHAEOLOGICAL SITES: Should the Successful Bidder's operations uncover artifacts of possible historical or archaeological significance, he shall temporarily discontinue operations in such area, or areas, and immediately advise the County. The County may make arrangements with archaeological authorities, for immediate investigations of such area, or areas. The Successful Bidder is cautioned that such artifacts are property of the County and are not to be removed from the project whether or not determined to be of historical or archaeological value.

12. PROTECTION OF EXISTING TREES, BUFFER ZONES, AND UNDISTURBED AREAS: Any "Buffer Zones" of vegetation so designated on the drawings shall be protected and no construction activity shall be permitted in any such areas, unless specifically indicated on the drawings.

The Successful Bidder will be held liable for damaged or destroyed trees. Damage assessment shall be based on replacement value of equivalent, installed trees that are satisfactory to the governing agencies.

In the event of an intrusion into a buffer zone, the Successful Bidder will be responsible for all costs associated with restoration, including fines, legal fees, etc. The Successful Bidder gives up any right to perform the restoration work, but instead will be required to pay all costs associated with retaining experts with appropriate skills.

13. EXISTING FACILITIES AND CONDITIONS: The Successful Bidder should be advised that numerous underground obstructions might exist within the area of work. The Successful Bidder shall use reasonable care when excavating.

Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during all operations.

14. RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

TERMS & CONDITIONS
XV – Miscellaneous Continued

15. INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore. The Contractor shall, at least 48 hours in advance, notify the SCDOT, County and Municipal agencies, EMS, law enforcement and fire departments in writing, with a copy to the County, if the closure of a street or road is necessary. He shall cooperate with the law enforcement agencies in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.
16. TRAFFIC CONTROL: The Contractor shall provide a Traffic Control Plan for the maintenance and control of traffic during work within the highway or road right of way. The Traffic Control Plan shall set forth procedures and guidelines for providing for the safe passage of traffic through and around the project area with a minimum of inconvenience. The Traffic Control Plan shall conform to the requirements of the SCDOT Standard Specifications for Highway Construction, the SCDOT Standard Drawings for Road Construction, MUTCD (latest edition) Encroachment Permits, and the Contract Documents.
17. CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water and seepage water during construction. The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the County in writing. He shall take steps to prevent the erosion of soil, earth and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.
18. SOIL EROSION AND SEDIMENT CONTROL: The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with sediment. He shall promptly repair all areas which may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the County and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

TERMS & CONDITIONS
XV – Miscellaneous Continued

19. SUBSURFACE CONDITIONS: The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the County by Written Notice of:
- a. Subsurface or latent physical conditions of the site differing materially from those indicated in the Contract Documents.
 - b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The County shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the County may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

20. EXISTING FACILITIES AND CONDITIONS CONTINUED: Should uncharted or incorrectly charted utilities be encountered during excavation, contact the County's Construction Administrator immediately for directions as to procedure. Cooperate with County's Construction Administrator and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of utility companies. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the County and then only after acceptable temporary utility services have been provided.

Any damage to existing facilities will be repaired at the Successful Bidder's expense. This includes damages to above ground or underground utilities owned by third party operators.

The Successful Bidder shall verify the existing topographic and existing utility locations, both horizontal and vertical, prior to beginning any work. Should the Successful Bidder find any discrepancies, he shall immediately notify the County's Construction Administrator.

21. PRECONSTRUCTION PHOTOGRAPHS: Prior to the beginning of any work, and if considered necessary by the County's Construction Administrator, the Contractor shall take project photographs of the work area to record existing conditions. All conditions that might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions. The photographs shall include the date and time marking of the recording. All photographs shall be labeled on a tab connected to the bottom of the photo to indicate date and description of work shown.

TERMS & CONDITIONS
XV – Miscellaneous Continued

22. PROTECTION OF IN-PLACE WORK: Protect in-place Work during all stages of construction from damage due to inclement weather, vandalism, theft, and adjacent work activities performed by others as may be applicable. Grade, dig ditches, and provide pumping, as necessary to prevent damage or delay from inclement weather, and to ensure that the Work-Site remains in satisfactory condition for work at all times. Erect temporary barricades, security fences, and provide watchmen, as may be necessary to prevent damage or delay from vandalism, theft, and any other potential loss, or public hazard. If applicable, coordinate with others performing Work on the County's property by becoming familiar with the activities of others that could impact the Work under this Contract. Schedule and make arrangements with others as necessary to prevent damage or delay caused by the Work activities of others.
23. DISPOSAL OF MATERIALS, OFF THE COUNTY'S PROPERTY: The Successful Bidder shall indemnify and hold harmless the County from any and all losses, expenses, damages, demands, and claims asserted against or sustained by the County as a result of or alleged to be the result of illegal, improper, or unauthorized disposal of material off of the County's property.
24. ENVIRONMENTAL PROTECTION MEASURES: Pollutants such as fuels, lubricants, bitumen, and other harmful materials shall not be discharged on the ground or into the existing area drainage system. Likewise, wash water or wastes from concrete or other mixing operations shall not be allowed to enter live streams or rivers, or stream or riverbeds. The Successful Bidder shall comply with guidelines of the South Carolina Coastal Council's (O.C.R.M.) *"Storm Water Management and Sediment Control Handbook (latest edition)"* during the entire construction period. Sediment and erosion control practices may include temporary sediment basins, silt fence, etc.

If it is necessary during the prosecution of the Work to interrupt existing natural surface drainage patterns, the Successful Bidder shall take all necessary measures to protect and preserve the natural drainage-ways or to provide temporary drainage routing until the natural drainage pattern can be restored. The Successful Bidder will, at all times, maintain proper drainage within the limits of construction. The Successful Bidder is urged to use tracked equipment where possible to prevent rutting and displacement of the existing natural grade.

The County's Construction Administrator may temporarily suspend the Work when satisfactory results cannot be obtained because of unfavorable field conditions.

25. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

TERMS & CONDITIONS
XV – Miscellaneous Continued

26. CLAIMS FOR DAMAGES: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

27. MATERIAL AND WORKMANSHIP:

A) All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Successful Bidder are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Successful Bidder shall furnish to the County for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Successful Bidder contemplates incorporating in the Work. When required by this Contract or when called for by the County for approval, full information concerning the material or articles, which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Successful Bidder's expense, with all shipping charges prepaid. Machinery, equipment, materials and articles installed or used without required approval shall be at the risk of subsequent rejection.

B) All Work under this Contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Successful Bidder to remove from the Work any employee the County deems incompetent, careless or otherwise objectionable.

28. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL: This section applies to Site Preparation and includes the mucking of unsuitable materials and replacement with suitable type materials and compacted in place.

The Successful Bidder must notify the County, in writing, prior to undertaking such work and provide verification that recommended removal and replacement is necessary. The notification shall include cross-sections showing original ground-line and line of removal and replacement of the topsoil, which is included in the estimated price. An estimate of the amount of mucking replacement shall be included in the notification. Final amount to be paid shall be based on the cross-sections prepared by the Successful Bidder with the final excavation included.

The Successful Bidder shall request mucking of unsuitable materials on a Change Order. No claims for additional cost shall be valid unless executed as set forth herein. The Successful Bidder's cubic yard fill cost shall be for mucking of unsuitable material, replacement, and compaction with suitable material.

TERMS & CONDITIONS
XV – Miscellaneous Continued

29. INSPECTION AND ACCEPTANCE:

A) All Work (which term includes, but is not restricted to materials, workmanship, manufacture, and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and places prior to acceptance. Any such inspection and test are for the sole benefit of the County and shall not relieve the Successful Bidder of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or tests by the County shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Successful Bidder of the responsibility for damage to or loss of the material prior to acceptance or in any way affect the continuing rights of the County after acceptance of the completed Work.

B) The Successful Bidder shall, without charge, replace any material or correct any workmanship found by the County not to conform to the requirements, unless the County consents to accept such material and workmanship with an appropriate adjustment in price. The Successful Bidder shall promptly remove rejected material from the premises.

30. RETENTION OF RECORDS: The Successful Bidder agrees to maintain for three (3) years from the date of final payment, and when all other pending matters are closed under this Contract, all books, documents, papers, and records pertinent to this Contract. The Successful Bidder agrees to provide to the County, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Successful Bidder further agrees to include these provisions in any Subcontracts issued by him in connection with this Contract.

31. LICENSES/PERMITS: The Successful Bidder or subcontractor must comply with the regulations promulgated in the State of South Carolina General and Mechanical Contracting Act as enforced by the South Carolina Licensing Board for Contractors. Both the Successful Bidder and his subcontractors are responsible at all times for obtaining applicable work permits, at no cost to the Successful Bidder or his subcontractors. Contractor's License Number and Person's Name, and Business Name must be shown together on the License.

TERMS & CONDITIONS
XV – Miscellaneous Continued

32. GRATUITIES AND KICKBACKS:

- A) Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B) Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Successful Bidder, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

33. CLEAN UP WORK:

- A) During construction the Successful Bidder and subcontractors shall keep the Work-Site, areas adjacent to the Work-Site, and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Successful Bidder's operations shall be immediately removed.
- B) Upon completion of the work, the Successful Bidder and subcontractor shall remove from the work site, areas adjacent to the Work-Site and access roads all plant, buildings, debris, unused materials, concrete forms and other like material belonging to him or used under his direction during the construction.
- C) If the Successful Bidder or subcontractors fail to clean up at the completion of the work, the County may do so as provided in the County's right to carry out the work, and the cost therefore shall be charged to the Successful Bidder.

TERMS & CONDITIONS
XV – Miscellaneous Continued

34. INDEPENDENT CONTRACTOR: The Successful Bidder and all subcontractors are independent contractors and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Successful Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Successful Bidder for services and expenses as herein provided. The Successful Bidder shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Successful Bidder shall be liable for and pay all taxes required by Local, State or Federal governments, including but not limited to Social Security, Workers' Compensation Employment Security, and any other taxes and licenses required by law. The County shall pay no employee benefits of any kind to or for the benefit of Successful Bidder or his employees, agents, and servants by reason of this Contract.
35. DEBRIS REMOVAL: The Successful Bidder shall remove all debris by hauling in an acceptable manner and disposing of it at an approved site. The Successful Bidder shall comply with all local, County or State laws and regulations applicable to debris removal and disposal in effect at the time of the Contract award. Burning of debris will not be permitted.
36. RIGHTS-OF-WAY AND SUSPENSION OF WORK: The County shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the County may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the County be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the County; but time for completion of the work will be extended to such time as the County determines will compensate for the time lost by such delay, such determination to be set forth in writing.
37. PERMITS AND REGULATIONS: The County will provide EPA, SCDHEC, OCRM, US Army Corps of Engineers, SCDOT, and railroad permits, as may be applicable. The Contractor shall secure and pay for all remaining permits as needed to execute the Work properly.

TERMS & CONDITIONS
XV – Miscellaneous Continued

38. DIMENSIONS, ELEVATIONS, AND REFERENCE DATA: The base lines for locating the principal components of the Work and benchmarks establishing the elevations of the Work are shown on the Drawings. The Contractor shall be responsible for performing all survey work required for the construction, including the establishment of baselines and any detail surveys needed for construction. This work shall include the staking out of the permanent and temporary easements to ensure that the Contractor is not deviating from the designated easements and or rights-of-way. Before proceeding with any work dependent upon the data provided, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations or other conditions or limitations at the site of the Work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verifications of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the County.
39. PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the County, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc., are noted on the Drawings such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.
40. DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the County and the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the County upon completion of the work.
41. OCRM PLACARD: The Contractor shall post a placard issued by the SCDHEC OCRM office at a prominent location at each project site prior to beginning any construction activities. The placard must be maintained by the Contractor during the construction process and must be removed after construction is completed and the site is stabilized with permanent vegetation as determined by the Engineer.
42. QUALITY ASSURANCE TESTING: Quality Assurance testing shall be conducted on an as-needed basis and at the discretion of the Engineer following the procedures defined in the SCDOT Standard Specifications. Contractor shall be responsible for all Quality Control testing and for having an independent testing firm test all material used in the construction of these facilities. At this time, it is anticipated that Earthwork and Asphalt Quality Control testing will be required. All costs associated with testing shall be the responsibility of the Contractor and considered incidental to the cost of the project.

TERMS & CONDITIONS
XV – Miscellaneous Continued

43. STORMWATER REPORTS AND INSPECTION: The Contractor shall implement the On-Site Stormwater Pollution Prevention Plan (OS-SWPPP) for the project as required by the NPDES General Permit for Stormwater Discharges from Construction Activities (Permit) from the start of construction activities until final stabilization has been reached. The Contractor shall keep a copy of the OS-SWPPP at the construction site or at a nearby location easily accessible during normal business hours. All cost associated with this task shall be considered incidental to the project.

A pre-construction conference shall be held for the project with the OS-SWPPP as required by and in accordance with the Permit. Each contractor and subcontractor who will work at the site must attend the pre-construction conference. All cost associated with this task shall be considered incidental to the project.

The Contractor shall have a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI) certified representative on the project. The CEPSCI representative shall perform inspections and prepare inspection reports as required by the Permit. Inspection reports shall be kept on-site with the OS-SWPPP and made available to SCDHEC, the Engineer, and/or Berkeley County upon request. All cost associated with this task shall be considered incidental to the project.

The Contractor shall maintain an on-site rain gauge or use data from a certified weather station within reasonable proximity to the construction site to record rainfall records as required by the Permit. All cost associated with this task shall be considered incidental to the project.

44. UTILITIES: The Contractor shall coordinate with the utility owners and the County to accomplish the utility construction within the total project schedule. The engineer has started the utility coordination process by notifying all known utility owners and providing them a set of the plans. All utility owners will be invited to attend a meeting prior to any construction work in the field.

The Contractor will be responsible for continuing coordination for the duration of the construction project. A regularly scheduled coordination meeting is suggested to be coordinated and held by the Contractor.

Request for Proposals
Goose Creek Library Roof Replacement
47002-01-21/22

NOTWITHSTANDING any provisions to the contrary, the Contractor further represents to the County that he is qualified to act as the Contractor for the project and is licensed by all appropriate agencies and entities having authority over the Contractor and the project. The Contractor further agrees that he will maintain all necessary licenses, permits or other authorizations necessary to act as the Contractor for the project until all the obligations herein have been satisfied. The Contractor shall further assume full responsibility to the County for the improper acts and omissions of his sub-contractors or others employed or retained by him in connection with the project. By execution of this contract the Contractor represents that they have become familiar with the project and the local conditions under which the work is to be implemented.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day first written above.

BERKELEY COUNTY GOVERNMENT

BY: _____
JOHN CRIBB
COUNTY SUPERVISOR

ATTEST: _____

CONTRACTOR

BY: _____
PRINTED SIGNATURE
TITLE

ATTEST: _____



Management Report



Berkeley County
Goose Creek Library
325 Old Moncks Corner Rd, Goose Creek, SC

**Prepared For
Berkeley County**

Site Overview



Total Sections: 4
Total Sq Ft: 18,689

Map	Name	Sq Ft
1	Section 1	2,784
2	Section 2	2,323
3	Section 3	6,877
4	Section 4	6,705

Berkeley County

Goose Creek Library
325 Old Moncks Corner Rd
Goose Creek, SC

Composition

Section: Section 1
Size: 2,784 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



TC 1
19/32" Plywood
Felt Underlayment
Asphalt Shingles (3-Tab)

Observations

Section: Section 1
Size: 2,784 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Overview



Overview



Overview

Deficiencies

Section: Section 1
Size: 2,784 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Damaged Shingles

Quantity: 30 EA

Deficiency:

Splits, tears, punctures, or impact observed in shingles.



Shingles - Granule Loss

Quantity: 2,700 Sq Ft

Deficiency:

Loss of the granule surfacing providing UV protection for the shingles. Some granule loss is expected over time as the shingles age but excessive loss can be caused by heavy foot traffic or a manufacturing defect.

Deficiencies (continued)

Section: Section 1
Size: 2,784 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov

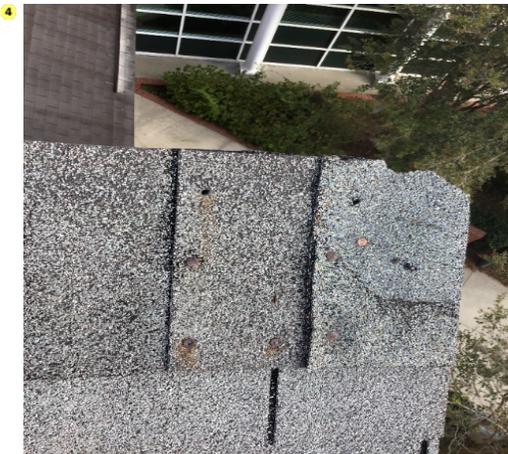


Shingles - Improperly Repaired Shingle

Quantity: 9 Sq Ft

Deficiency:

Previously damaged shingles have been improperly repaired.



Shingles - Fasteners Not Sealed

Quantity: 30 EA

Deficiency:

Fasteners within roofing components are not sealed and/or sealant is failing.

Berkeley County

Goose Creek Library
325 Old Moncks Corner Rd
Goose Creek, SC

Composition

Section: Section 2
Size: 2,323 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



TC 2
19/32" Plywood
Felt Underlayment
Asphalt Shingles (3-Tab)

Berkeley County

Goose Creek Library
325 Old Moncks Corner Rd
Goose Creek, SC

Observations

Section: Section 2
Size: 2,323 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Overview



Overview

Deficiencies

Section: Section 2
Size: 2,323 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Damaged Shingles

Quantity: 25 EA

Deficiency:

Splits, tears, punctures, or impact observed in shingles.



Shingles - Fastener Backing Out

Quantity: 30

Deficiency:

Fasteners are backing out in many locations. The cause could be from a substrate problem, from a wind event, or an installation issue.

Deficiencies (continued)

Section: Section 2
Size: 2,323 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Granule Loss

Quantity: 1,500 Sq Ft

Deficiency:

Loss of the granule surfacing providing UV protection for the shingles. Some granule loss is expected over time as the shingles age but excessive loss can be caused by heavy foot traffic or a manufacturing defect.



Shingles - Missing Shingle

Quantity: 20 EA

Deficiency:

Missing shingle can be caused by damage from a natural weather event, foot traffic or other mechanical means.

Berkeley County

Goose Creek Library
325 Old Moncks Corner Rd
Goose Creek, SC

Composition

Section: Section 3
Size: 6,877 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



TC 3
19/32" Plywood
Felt Underlayment
Asphalt Shingles (3-Tab)

Observations

Section: Section 3
Size: 6,877 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Overview



Overview

Deficiencies

Section: Section 3
Size: 6,877 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov

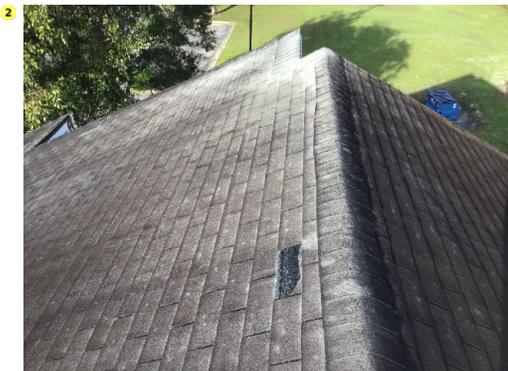


Shingles - Damaged Shingles

Quantity: 8 EA

Deficiency:

Splits, tears, punctures, or impact observed in shingles.



Shingles - Granule Loss

Quantity: 3,500 Sq Ft

Deficiency:

Loss of the granule surfacing providing UV protection for the shingles. Some granule loss is expected over time as the shingles age but excessive loss can be caused by heavy foot traffic or a manufacturing defect.

Deficiencies (continued)

Section: Section 3
Size: 6,877 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Fasteners Not Sealed

Quantity: 16 EA

Deficiency:

Fasteners within roofing components are not sealed and/or sealant is failing.



Shingles - Fungus/ Mildew

Quantity: 45 Sq Ft

Deficiency:

Fungus/ mildew may be caused by orientation of the roof in relation to sunlight/shade, proximity to trees/vegetation and type of shingles.

Berkeley County

Goose Creek Library
325 Old Moncks Corner Rd
Goose Creek, SC

Composition

Section: Section 4
Size: 6,705 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



TC 4
19/32" Plywood
Felt Underlayment
Asphalt Shingles (3-Tab)

Observations

Section: Section 4
Size: 6,705 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Overview



Overview

Deficiencies

Section: Section 4
Size: 6,705 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Damaged Shingles

Quantity: 3 EA

Deficiency:

Splits, tears, punctures, or impact observed in shingles.



Shingles - Fastener Backing Out

Quantity: 10

Deficiency:

Fasteners are backing out in several locations. The cause could be from a substrate problem, from a wind event, or an installation issue.

Deficiencies (continued)

Section: Section 4
Size: 6,705 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Missing Shingle

Quantity: 6 EA

Deficiency:

Missing shingle can be caused by damage from a natural weather event, foot traffic or other mechanical means.



Shingles - Improper Lapping of Underlayment

Quantity: 1 LF

Deficiency:

Damaged missing shingle, shingle underlayment is lapped improperly exposing the plywood deck.

Deficiencies (continued)

Section: Section 4
Size: 6,705 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Shingles - Granule Loss

Quantity: 4,500 Sq Ft

Deficiency:

Loss of the granule surfacing providing UV protection for the shingles. Some granule loss is expected over time as the shingles age but excessive loss can be caused by heavy foot traffic or a manufacturing defect.

Summary

Section: Entire Roof
Size: 18,689 Sq Ft

Inspection Date: 09/23/2020
Inspector: William Biletzskov



Condition Summary:

Granule loss, cracking, curling, raised shingle edges, loose and damaged shingles and exposed reinforcing material was observed in a majority of the roof areas.

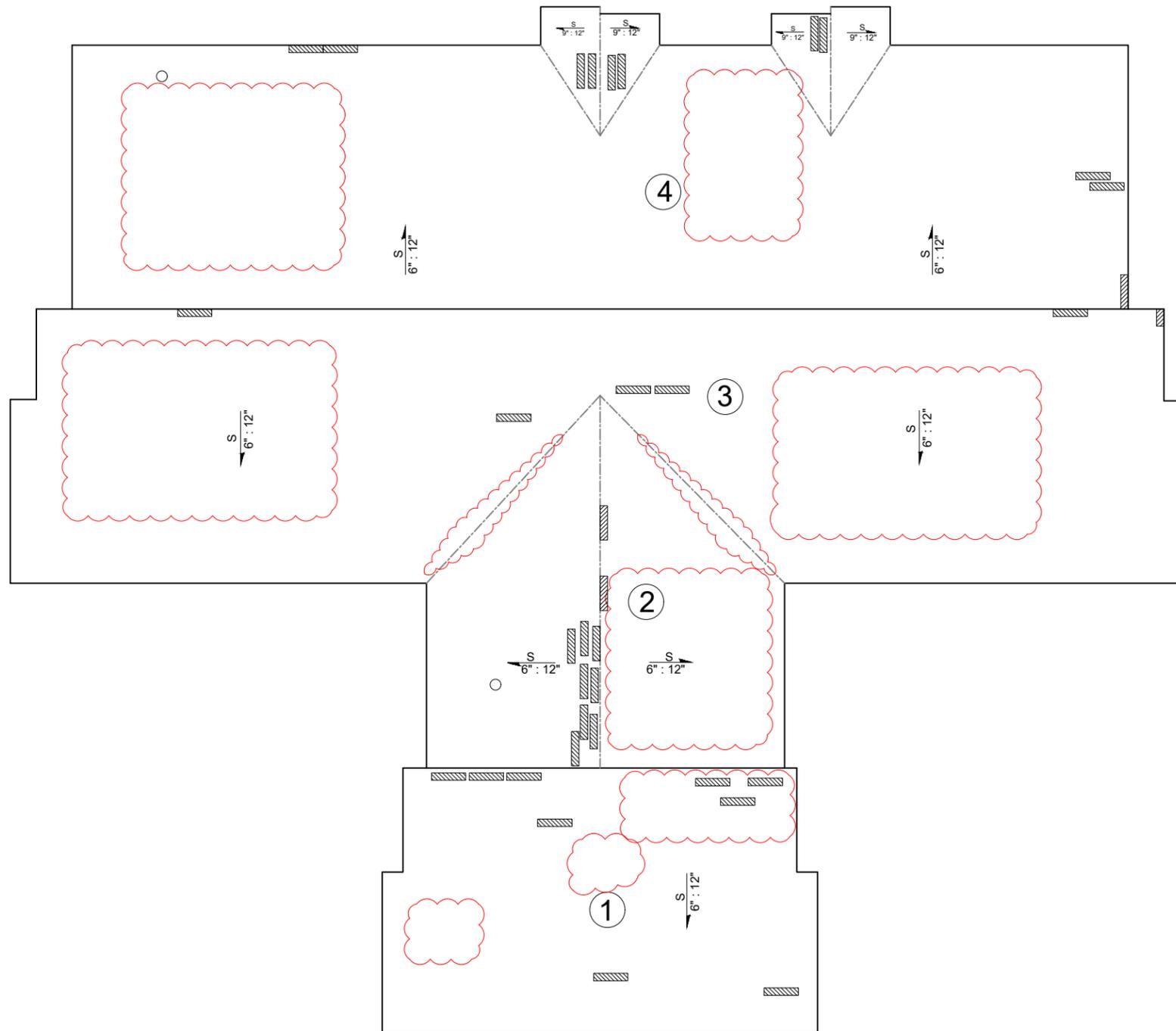
Recommendations:

The asphalt shingle roof system integrity is compromised.

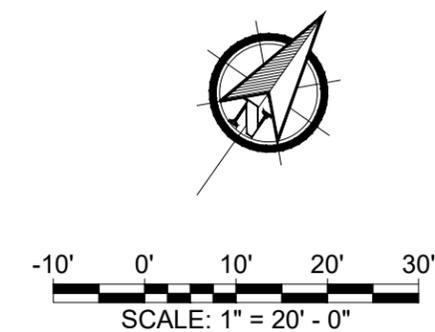
Due to those combined factors, replacement is recommended at this time.

SECTION	AREA (SQUARE FEET)
1	± 2,784
2	± 2,323
3	± 6877
4	± 6,705
TOTAL	± 18,689

****CONTRACTOR TO VERIFY ALL QUANTITIES PRIOR TO BIDDING****



LEGEND	
	RIDGE-HIP-VALLEY
	ROOF EDGE
	PIPE PENETRATION
	STRUCTURAL SLOPE
	DAMAGED AREAS
	DAMAGED SHINGLES



DRAWN BY:
RLW
SCALE:
1"=20'-0"
REI PROJECT NO:
20CHS-078

ROOFING, WATERPROOFING & BUILDING
ENVELOPE ENGINEERS & CONSULTANTS
www.reiengineers.com



GOOSE CREEK LIBRARY
ROOF CONDITION ASSESSMENT
BERKELEY COUNTY
GOOSE CREEK, SOUTH CAROLINA

REVISIONS

NO.	DATE
1	
2	

A

DATE:
09-29-2020



Intent to Award Notice
RFP-47002-01-21/22
Goose Creek Library Roof Replacement

The Request for Proposals for Goose Creek Library Roof Replacement was opened February 22, 2022 at 11:00 AM in the County Council Assembly Room, 1003 Hwy. 52, Moncks Corner, South Carolina.

<u>BIDDERS</u>	<u>FINAL RANKING</u>
Roofco Incorporated of Sumter SC	1
Truline, Inc.	2
IPW Construction Group, LLC	3
Cornerstone Construction	4
C.E. Bourne & Company	5
Dach Enterprises, Inc.	6
Robert W. Nunnery Roofing	WITHDRAWN

Our recommendation is to award this Request for Proposals to the most responsive and responsible bidder:
Roofco Incorporated of Sumter SC