

**Jeffrey S. Ward & Associates, Inc.  
Request for Qualifications  
Demolition of  
Structures for The City of Conway SC**

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**Request for Qualifications  
Demolition of Structures  
For the City of Conway SC**

**I. Introduction**

Jeffrey S. Ward & Associates, Inc (JSWA) is facilitating the City of Conway's Floodplain Property Acquisition Program. The County decided to include Demolition/Construction Administration as an additional scope of work element under the contract with JSWA.

Jeffrey S. Ward & Associates, Inc. is hereby submitting this Request for Qualifications (RFQ) to vendors for the demolition of structures, the removal of the debris from the location, clean-up, landscaping and seeding of the property located in the City of Conway South Carolina. The purpose of this RFQ is to select a group of Vendors that will be sent subsequent Invitation for Bid(s) (IFB) for specific properties. It is anticipated this program will result in up to 57 demolitions over the next year. Note, the total number could be significantly less, based upon the owner's decision on whether or not to sell to the City. Specific work that will eventually be required is described in the following scope of work.

**II. Scope Of Work**

Demolition (tear down, raze) of the structure from the property, to include removal of the structure, and accessory structures, removal of all debris, weeds, rank vegetation, driveways, slabs, foundation walls, impervious surfaces, and built up hard landscaping features. Fences as designated by the city. Install silt fence as directed by City/JSWA. Sever and seal electrical, gas, water, sewer, and telephone utility mains per the Utility Companies Directives. All trees on property will remain, regardless of size, must be left standing, with the exception of those that must be removed to facilitate the removal of improvements. Demolition of the structure shall be in accordance with the Asbestos Evaluation Report provided for each property. Contractor will be responsible for asbestos abatement, if required, prior to demolition.

Special considerations, per property, shall be given as appropriate

Limits of disturbance are the existing property lines. No disturbance is permitted beyond the property lines.

Leveling and grading of entire site and seeding the property with the appropriate seed mix. Specifications found in Section VIII "CLEAN-UP" of this document.

Construction of any temporary passageways meeting the requirements of these specifications may be required.

**III. Method of Demolition or Removal:**

Any standard method of demolition of the structure(s) currently in use except burning or blasting shall be acceptable.

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Air monitoring required under SCDHEC Asbestos regulations will be conducted by City's contractor. A ten (10) day notification from the demolition contractor is required prior to the commencement of any asbestos abatement work.

A Stabilized Construction Entrance is required at all sites. If contractor gets mud on the street(s), the Contractor is to immediately have the mud removed and the street cleaned.

**IV. Excavation:**

1. Protection of adjacent buildings and existing structures. Excavations shall not be carried below existing foundations until underpinning and shoring to be performed by Contractor have been completed. All existing structures, pipes, and foundations, which are to remain, shall be adequately protected or replaced by the contractor without cost to the Owner.
2. Waste. Excess material from excavation not suitable or required for backfill or filling shall be removed from the site and properly disposed of in an approved landfill.
3. Disposal of materials. Salvaged materials from the structure may be stored on the site temporarily but not beyond the date specified for completion of the Contract. All other materials shall be promptly removed as demolition progresses. A metal dumpster (minimum eight cubic yards) is to be located at each site during demolition/removal of each house, unless materials are removed daily by transport vehicle.

**V. Existing Utilities:**

1. Existing utilities such as gas, water, and sewer lines shall be properly disconnected and/or capped by a method approved by the Utility Companies Directives. Sewer services shall be disconnected as close as feasible to the road right-of-way or property line and sealed with concrete or other means acceptable to local sewer authority. The Contractor will arrange for termination of service to the above structures and disconnection of any electrical wiring. Any expense or damage to utilities shall be the responsibility of the Contractor.
2. The Contractor shall schedule an inspection with the appropriate sewer provider and obtain a release in writing that the termination of utilities are acceptable to the utility provider. If the property contains a private sewage disposal system, then the septic tank shall be pumped, crushed and filled.
3. All properties may contain an underground fuel oil tank located on the property. Remove tank and contents in accordance with SC DHEC standards and obtain any applicable permits.

**VI. Grading:**

1. Any exposed earth uncovered by demolition will be graded smooth. Demolition sites are to be leveled. In the event low areas remain which will cause water to stand, the contractor shall be responsible for filling or grading to eliminate. Contractor is also responsible for maintaining

minimum slopes to prevent erosion. Sediment and Erosion control measures are required at the side and rear of dwelling to prevent soil and debris from entering into the floodplain/ creek area.

2. Maximum slope on any graded area may not exceed 3:1 ratio.

## **VII. Backfilling Around Foundations:**

All timber shall be removed and all trash shall be cleared out from the excavation. Backfill shall be excavated material. Backfill shall be placed in 8-inch layers and compacted by mechanical tamping. Surface of backfill shall be left 6 inches above final grade to allow for settlement. All basement areas are to be cleaned out, demolished, debris removed from the site and filled to the adjacent grade with suitable fill material and compacted to 95% compaction.

## **VIII. Clean-up:**

1. All trash and debris shall be removed. All excavated areas shall be raked clean by hand or by means of landscaping equipment. **Absolutely no trash or debris from the demolition and cleanup operations is to remain on site.**
2. The entire lot shall be back dragged, leveled with rollover, pulverize type landscaping equipment and seeded with the following mix of wildflowers and grass seed mix or grass only seed mixture:

The following seeds are acceptable for use in the grass seed mix under this contract:

### **Grass seed mixture:**

Weeping Love Grass – *Eragrostis curvula*

Weeping Lovegrass is a warm season, perennial bunchgrass. It grows to a height of 2-4 feet and has ¼” leaves of 10 to 20 inches in length. The long folding leaves suggest its name “weeping”. Seed heads are erect or drooping and produce small very numerous seeds (1.5 million per lb.).

**PLANTING RATES:** Lawn Meadow / Covered field rates: 5 lbs. per acre.

Creeping Red Fescue - *Festuca rubra* L. ssp. *Arenaria* (Osbeck) F. Aresch.

Creeping Red Fescue is a economical cool season grass with a very fine texture and is the best shade tolerant fescue. Creeping Red Fescue is often another name for Red Fescue. Red Fescue is a shade tolerant, eco-friendly grass that is easy to grow from seed. Red Fescue is easy on the environment due to low water, mowing and fertilization requirements.

**PLANTING RATES:** Lawn Meadow / Covered field rates: 5 lbs. per acre.

Tall fescue – (*Festuca arundinacea*) is perhaps the most popular grass in the mountains and upper piedmont areas of South Carolina, which extend as far east as Columbia. Its popularity relates to its ease of establishment through seeding and its green color during the winter months when warm-season turf grasses are dormant and brown.

**PLANTING RATES:** Lawn Meadow / Covered field rates: 7 lbs. per 1000 sq. ft.

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Annual Rye grass overseeding and quick establishment.

**PLANTING RATES:** Lawn Meadow / Covered field rates: 2.5 lbs. per 1000 sq. ft.

3. Grass and wildflower seed mixture:

**Seeding for Site(s) Locations Only**

The following Seed suppliers are acceptable for use under this contract: (City reserves the right to better clarify seeds acceptable for each lot at the time of each demolition bid).

**Southeast Regional Wildflower mix only**

**Seeding Rate of 15 pounds per acre or 6 oz. per 1,000 sq. ft.**

<p>American Meadows 4750 Shelburne Rd. Shelburne, VT 05482 (802) 985-9455 <a href="http://www.americanmeadows.com">www.americanmeadows.com</a></p>	<p>Bamert Seed Company 1897 CR 1018 Muleshoe, TX 79347 (800) 262-9892 <a href="http://www.bamertseed.com">www.bamertseed.com</a></p>	<p>Earthly Goods PO Box 614 New Albany, IN 47150 (812) 944-2903</p>
<p>Ernst Conservation Seeds 9006 Mercer Pike Meadville, PA 16335 (800) 873-3321 <a href="http://www.ernstseed.com">www.ernstseed.com</a></p>	<p>Pennington Seeds Seed Production Division PO Box 290 Madison, GA 30650 (800) 285-7333 <a href="http://www.penningtonseed.com">www.penningtonseed.com</a></p>	<p>Prairie Moon Nursery Rt. 3, Box 1633 Winona, MN 55987-9515 (507) 452-1362</p>
<p>Stock Seed Farms 28008 Mill Road Murdock, NE 68407 (402) 867-3771</p>	<p>Wildseed Farms PO Box 3000 Fredericksburg, TX 78624-3000 (800) 848-0078 <a href="http://www.wildseedfarms.com">www.wildseedfarms.com</a></p>	<p>Ferry Morse Seed Company PO Box 1620 Fulton, KY 42041-0620 (800) 626-3392</p>
<p>Garrett Wildflower Seeds 1591 Cleveland Road Smithfield, NC 27577-8224 (919) 989-3031</p>	<p>Native American Seed 127 North 16th Street Junction, TX 76849 (800) 728-4043</p>	<p>Park Seed Company 1 Parkton Ave. Greenwood, SC 29649 (800) 845-3369 <a href="http://www.parkseed.com">www.parkseed.com</a></p>

<p>Naylor Seed          16600 116th Ave          Scotch Grove IA 52310          Toll Free : 800-747-SEED          (7333)          Local : 319-465-3035</p>	<p>Wetsel Seed          BLOOMCOAT          WILDFLOWER MIXTURE          Available locally at Feed and          Seed Stores</p>	
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**Grass seed: mixture**

Weeping Love Grass - *Eragrostis curvula*

Weeping Lovegrass is a warm season, perennial bunchgrass. It grows to a height of 2-4 feet and has 1/4" leaves of 10 to 20 inches in length. The long folding leaves suggest its name "weeping". Seed heads are erect or drooping and produce small very numerous seeds (1.5 million per lb.).

**PLANTING RATES:** Lawn Meadow / Covered field rates: 5 lbs. per acre.

Creeping Red Fescue - *Festuca rubra* L. ssp. *arenaria* (Osbeck) F. Aresch.

Creeping Red Fescue is a economical cool season grass with a very fine texture and is the best shade tolerant fescue. Creeping Red Fescue is often another name for Red Fescue. Red Fescue is a shade tolerant, eco-friendly grass that is easy to grow from seed. Red Fescue is easy on the environment due to low water, mowing and fertilization requirements.

**PLANTING RATES:** Lawn Meadow / Covered field rates: 5 lbs. per acre.

4. After completion of seeding, stabilize with clean straw.

**IX. Permits:**

1. The Contractor shall secure and pay for all required permits/licenses necessary for the completion/execution of the work. A Building Demolition permit will be issued at no charge.
2. The Contractor shall perform all work in conformance with applicable local, state, and federal codes and DHEC requirements whether or not covered herein by the specifications for the work.
3. During the project, periodic inspections will be conducted by the City to ensure compliance with the requirements of the contract and specifications.

**X. Safeguards During Demolition:**

1. General. The temporary use of streets or public property for the storage or handling of materials of equipment required for demolition and the protection provided to the public shall comply with the provisions of this section. The Contractor shall be responsible for the safety of all individuals and those performing work under this Contract and for any damages to the Owner(s) property that may occur as the result of negligent acts by him or his workers, and shall indemnify and

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Hold Harmless the Owner, Jeffrey S. Ward & Associates, Inc., and the City of Conway through insurance as stipulated in the Contract documents.

2. Allowable Use of Public Property During Construction. The amount of space and conditions under which public property may be used for demolition purposes shall be as set forth below:
  - A. One-third (1/3) of the width of the street that is adjacent to the curb in front of the building being demolished and for which a permit has been issued, provided that not less than 16 ft. of usable street width remains.
  - B. Street or sidewalk space may be used in accordance with the following provisions:
    1. That a walkway be constructed in the outer portion of the permissible occupied street space, conforming to these requirements.
    2. That building material, fence, shed or any obstruction of any kind shall not be placed so as to obstruct free approach to any fire hydrant, lamp post, manhole, fire alarm box, or catch basin, or so as to interfere with the passage of water in the gutter. Protection against damage shall be provided to such utility fixtures during the progress of the work, but sight of them shall not be obstructed.
    3. That a ten-(10) foot clear roadway be maintained through any alley located behind the building.
    4. That proper precaution shall be made during construction to prevent concrete, mortar washing or any other material from entering a sewer.
    5. The person or persons to whom a permit is issued for such purposes as stated herein shall post with the applicable governing authority a bond of such type and amount as deemed advisable by the applicable governing authority as protection from any and all liability.
3. Covered Walkways are Required when Structure Height Exceeds One Story. A roof covering for the entire length of the project shall be provided over the temporary or permanent sidewalk, from the time the demolition extends above the second floor level until materials are no longer being used or handled on the front above such walk. Exemption from this policy may be issued by Codes Enforcement.
4. Construction of Walkways, Fences, and Protective Coverings. Before any demolition work is commenced the Contractor shall construct a temporary walkway in conformity with this section. Where pedestrian traffic does not warrant the walkway or where otherwise not required by Code Enforcement, exemption from this policy may be issued by Codes Enforcement.
  - A. All fences, barriers, or temporary structures of any kind located on public highways, shall be so constructed as not to obstruct vision at the intersection of streets.

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- B. Walkways shall be not less than four (4) feet wide in the clear. Walks shall be built in a safe and substantial manner and be maintained in that condition at all times. A smooth handrail of substantial construction not less than three (3) feet high, shall be provided on the traffic or street side of the walkway.
  - C. A fence of substantial solid construction at least eight (8) feet high shall be provided on the building side of the walkway.
  - D. Roof coverings over walkways, as required by above shall be constructed of not less than one layer of two in nominal dimension wood plank spanning not over three (3) feet between supports, or equivalent decking. The framework supporting the walkway covering shall be well braced and designed to support at least one-hundred fifty (150) pounds per square foot, but the top deck shall be designed to carry not less than two-hundred fifty (250) pounds per square foot. The roof covering shall be of width sufficient to cover the entire walkway or sidewalk, and shall be made watertight. Suitable provision shall be made for adequate lighting of the walk under the covering, at all times. A minimum clearance of eight (8) feet six (6) inches shall be maintained above walkways.
  - E. Walkway shall be an entirely free-standing structure with no braces or supports extending outward, toward or onto the structure being demolished.
  - F. Contractor shall not remove Covered Walkway until obtaining written clearance from Codes Enforcement.
5. Walkways to be kept in repair. The street side of any barricade or fence, handrails and sidewalks shall be kept reasonably smooth and in good repair while construction work is in progress, or while such barricades, fences or walkways are placed on or over public property.
6. Cleaning of Sidewalks and Streets. The Contractor, upon the completion of the building, shall immediately remove all walkways, debris and all other obstructions and leave such public property in as good a condition as it was before such work was commenced.
7. Warning Light. Every walkway shall be kept well lighted continuously between sunset and sunrise and the outer edge of the occupied space of the street or sidewalk shall have placed thereon portable barricade signs with flashing amber lights which shall burn continuously between sunset and sunrise.
8. Protection of Roofs and Skylights of Adjoining Buildings. Protection for the skylights and roof of such adjoining buildings shall be provided, at Contractors expense. If the owner or tenant of the adjoining building should refuse permission to have the roofs and skylights protected, then the responsibility and expense for the necessary protection shall devolve to the person refusing such permission.

**XI. Scheduling, Notification and Basis of Award of Specified Work**

- 1. No late responses will be accepted.



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2. For each IFB, low bidder on each site will be notified by Jeffrey S. Ward & Associates, Inc. following the bid opening.
3. Contractor shall commence demolition project within twenty (20) working days from the date the Contract for individual property demolitions are signed and all work shall be completed within sixty (60) days from the date the contract is signed.
4. Failure to comply with the above will result in the contract being revoked and another contract will be awarded to the next low bidder.

**XII. Basis of Payment:**

All work performed under the terms of this contract shall be paid for on a lump sum basis as indicated on the Bid Forms. Lump sum payments shall be made upon satisfactory completion of all work and submittal of a sewer termination release letter. Said payment shall be full compensation for furnishing all materials and doing all the work herein prescribed in a workman like and acceptable manner; including all labor, tools, equipment, supplies, and incidentals necessary to complete the work. No additional payment will be allowed for work under adverse weather conditions or subsurface and/or latent conditions at the site. The contractor is expected to fully acquaint himself with all conditions relative to the project prior to entering into the Contract.

**XIII. Job Site Safety:**

All work performed at the worksite shall be in accordance with OSHA requirements and the General Safety Policy of the City of Conway.

**XIV. Site Visit**

Property site visits will be scheduled by contacting Jeff Ward at 540-668-6945.

**XV. Bonding**

Performance and Payment Bond requirements are listed below. Performance and Payment bonds will be required from vendors **awarded** a project.

**Performance and Payment Bond:** The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by Jeffrey S. Ward & Associates, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by Jeffrey S. Ward & Associates. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to Jeffrey S. Ward & Associates the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by Jeffrey S. Ward & Associates, then the bid bond of the bidder shall be retained by Jeffrey S. Ward & Associates in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by Jeffrey S. Ward & Associates before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful

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bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save Jeffrey S. Ward & Associates, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.

**XVI. Submission Procedures, Requirements**

**Submittals**

All submissions must be received by **4:00 P.M., E.D.T., Friday September 7, 2018** and delivered to Jeffrey S. Ward & Associates, Inc., P.O. Box 4356, Leesburg, VA 20177. If the submission is late the bid will be rejected. There will be no exceptions. Responders submitting responses to this RFQ shall be responsible for all cost of preparing such responses.

Responders to this RFQ shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) scan-ready original to the address listed above. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**License and Permits**

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

**XVII. Inquiries and Addenda**

A. Questions

All questions concerning this RFQ are to be submitted in writing via fax, electronic mail, or regular mail to Jeff Ward (see below) by **4:00 P.M., E.D.T., Friday August 31, 2018**. Please refer all questions in writing about this Request for Qualifications and project to:

**Jeffrey S. Ward & Associates, Inc.  
Jeff Ward  
P.O. Box 4356  
Leesburg, VA 20177  
Phone: (540) 668-6945  
Fax:( 866) 635-6582  
E-mail: jswa1@outlook.com**

B. Addenda

This RFQ represents the most definite statement Jeffrey S. Ward & Associates, Inc. will make concerning information upon which proposals are to be based. Any changes to this RFQ will

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be in the form of a written addendum, which will be furnished to all vendors who are listed as having received an RFQ document. No addenda will be issued later than five (5) working days prior to the date for receipt for responses except an addendum which, if necessary, postpones the date for receipt of bids or cancels this RFQ. Venders shall acknowledge receipt of all addenda with their response.

**XVIII. General Information**

A. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the RFQ. Where errors or omissions appear in the RFQ, the Responder shall promptly notify Jeffrey S. Ward & Associates, Inc., in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

B. Withdrawal of RFQ Response

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

**XIX. Insurance**

The contractor shall not commence work on any awarded demolition until it has obtained all insurance required, and Jeffrey S. Ward & Associates, Inc. has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **JEFFREY S. WARD & ASSOCIATES, INC., SHALL BE NAMED AS "ADDITIONAL INSURED" FOR THEIR INTERESTS** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to Jeffrey S. Ward & Associates, Inc. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the Jeffrey S. Ward, & Associates, Inc., within ten (10) working days from the date of Notice of Award for any individual property demolition.
- C. Contractor will provide Jeffrey S. Ward & Associates, Inc., a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

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Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

- D. Contractor agrees to maintain and keep in force during the life of any awarded contract, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit

\$2,000,000 general aggregate

To include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit

Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

**Statutory Worker's Compensation and Employer's Liability:**

Coverage A - State of SC Statutory

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**Pollution Insurance**

\$1,000,000 per occurrence

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to Jeffrey S. Ward & Associates, Inc. (i.e. requirement of \$1,000,000 or \$2,000,000 or \$5,000,000 limit would be acceptable).**

**XX. Evaluation Criteria**

Jeffrey S. Ward & Associates, Inc. reserves the right to interview selected finalists. All responses submitted and accepted in accordance with this RFQ will be evaluated based on the following criteria. This list is in no particular order.

- Responsiveness to this RFQ
- Previous experience on projects of similar scope and size
- Resumes of Key Personnel

- References

**XXI. Illegal Immigration Reform Act Compliance**

By submitting a response, Contractor 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 Reform 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 Contractor and any subcontractors or subsubcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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”. Contractor agrees to include in any contracts with its subcontractors 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-subcontractor 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 and Jeffrey S. Ward & Associates, Inc., for any loss suffered as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

**XXII. Condition of Structure(s)**

Please be advised that there exists a potential for vandalism to occur to these properties once the properties are vacated by the previous owner, and the site visit and the notice to proceed. Jeffrey S. Ward & Associates, Inc. does not warrant or guarantee the condition of these properties or equipment or item on or in the structures or property.