



REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGINEERING SERVICES

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
Email: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov)  
Phone: 843.545.4043

PROJECT: Cleland Street Parking Lot  
CDBG Grant number: 4-SP-22-004

PROJECT NO.: 2402

RELEASE DATE: Wednesday, January 18, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Friday, February 17, 2023**

Proposals must be submitted electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your quote electronically, please refer to the City's website, [click here](#) for a direct link.

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**Important hyperlinks and email addresses:**

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Procurement Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov).

**Communication**

It is the policy of the City of Georgetown to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with potential respondent and/or respondents.

**Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.georgetownsc.gov](http://www.georgetownsc.gov).

The project is located at 113 Cleland Street which is inside the City's governmental jurisdiction and City limits. This parking lot is located near the City's West End and the Downtown Historic District. The City is 59.91% LMI and will benefit all residents by providing additional parking in the Downtown area. The project will provide a well-lit parking area, free to the public and will allow residents greater access to the amenities that the Downtown area provides and help make it easier for them to handle various business and leisure affairs.

The City has been awarded with a CDBG grant to construct a new public parking lot in the Historic District Downtown area. The funding from CDBG will be used to construct 39 parking spaces, 2 ADA. It will include pervious pavers, solar lighting, and an EV charging station.

## **Purpose**

The City of Georgetown seeks a professional consulting engineer to design a public parking lot in the Downtown Historic District. The project consists of constructing a parking lot for public use with a capacity for thirty-nine (39) regular-size vehicle spaces, including two ADA-accessible parking spaces, and one electric vehicle charging station. The selected consultant will be responsible to survey, design, and assist the City managing the project during construction.

All services provided must be compliant with CDBG and the City of Georgetown project management and procurement guidelines.

Consultants must be registered in SAM.gov and not be debarred from participating and any federal or state contracts.

The words engineer, consultant, or consulting firm are meant to be synonymous for this RFP.

## **Project Description**

The project will be split into two phases: engineering and construction.

Phase 1- Engineering: The design scope of work will include surveying, preliminary engineering, and final design.

Phase 2-Construction: It will involve the implementation of the parking lot design. Contractor's activities will include land clearing, removal of existing concrete driveway and slag, grading, hardscaping with permeable pavers or pervious concrete, asphalt paving, installation of four rain gardens, installation of solar light poles, installation of one electric vehicle (EV) charging station, installation of new concrete driveway, traffic line painting, and installation of a perimeter security fence. The design consultant will also be involved on a limited basis during construction to assist the City with potential field issues that may arise during construction.

## **Site Visit**

A site visit is non mandatory but highly encouraged.

The site is located at 113 Cleland Street, Georgetown, SC 29440. TMS #05-0026-085-01-00

The site is currently vacant.

## **Scope of Services**

1. Site Survey
  - 1.1 Provide a complete topographic plat survey.
  - 1.2 Survey must be performed by a SC licensed surveyor
  - 1.3 Survey must include topographic contour lines and property lines
  - 1.4 Include floor elevation classification
  - 1.5 Provide an AutoCAD and PDF final survey stamped and sealed.
2. Preliminary Design (50%)
  - 2.1 Prepare preliminary design for City's review and approval

- 2.2 Perform cost and performance evaluation of pervious pavers versus pervious concrete
- 2.3 Provide and recommend the selection of materials for City's approval.
- 3. Final Design (100%)
  - 2.1. Prepare 100% design for City's review and approval
- 4. Permitting
  - 4.1. File SCDOT encroachment permit on behalf of the City
- 5. Estimates (at 50% and 100% )
  - 5.1 Prepare two construction estimates, one at 50% and one at 100% of the design stage.
- 6. Construction Documents
  - 6.1 Prepare final construction documents.
  - 6.2 Include City's front-end documents in the project manual
  - 6.3 Project manual and plans must be signed and sealed by a SC licensed professional engineer.
- 7. Bidding and Award
  - 7.1 Chair pre-bid conference
  - 7.2 Issue bid award recommendation letter
- 8. Construction Oversight-Limited
  - 8.1 Chair pre-construction meeting
  - 8.2 Respond to any contractor's RFIs
  - 8.3 Assist the City in evaluation of payment applications and change orders
  - 8.4 City will oversee the construction process
  - 8.5 Conduct a final inspection
  - 8.6 On compaction teste to be performed by independent test company paid by the City

**The City will:**

- 1. Provide the information requested by the selected consultant.
- 2. Pay for all services based on percentage of work completed.

**Process**

The City reserves the right to request additional information from any, and all prospective bidders or individuals deemed necessary by the City to evaluate the Proposals. However, this process may not be used as an opportunity to submit missing documentation or information or make substantive revisions to the original proposal.

The City reserves the right to cancel or reissue the RFP and/or revise the schedule at any time.

The City also reserves the right to accept or reject any proposals deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

By initialing the bottom of each page of this RFP document, firms represent that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. The firm's representatives are expected to examine this RFP thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFP shall be interpreted to require the better quality or greater quantity of work unless otherwise directed by addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the absolute sole discretion in evaluating both the proposal and qualifications of the firms. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project, considering the fee and qualifications.

This solicitation will be conducted in accordance with the City's Purchasing Ordinance which can be found in its entirety on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).

The City will conduct the selection of Engineering Consultant in the following manner:

1. Request for Proposal (RFP) documents will be made available on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).
2. Proposals will be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Proposals will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP, prices will not be divulged at the time of opening.
3. The Submittal Listing of Proposals received will be posted on the City's website, within forty-eight (48) hours of opening. It is the sole responsibility of the bidder to obtain notification of any and all project documentation from the City's Website, [www.georgetownsc.gov](http://www.georgetownsc.gov).
4. Proposal will be awarded as stated below.
5. The lowest responsible, and responsive proposal will be presented to the Georgetown City Council for approval, as required.
6. After Council approval, the City will issue the Notice of Award.

## **Award**

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

Contract shall be awarded to the best qualified, and lowest responsive and responsible proposer.

The City shall have the sole discretion in determining the best qualified, responsive and responsible proposer. In addition to fee, the City, shall consider:

- A. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- B. Whether the bidder can perform or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services similar to services being sought in this RFP;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- H. The ability of the bidder to provide services for the nature of the requirements of an awarded contract as required in the RFP; and
- I. Whether the bidder has met the criteria of the RFP specifications, terms and conditions of the RFP.

## **Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ award process must be submitted in writing to the City of Georgetown, Attn: Daniella Howard, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

## **Questions**

No answers will be given over the phone.

Questions regarding this Request for Proposals should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Tuesday, February 7, 2023.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the bidder's sole responsibility to contact the Purchasing Agent at 843.545.4043.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Cleland Street Parking Lot Project #2402**

Answers to questions or Addenda will be posted on the City’s website no later than 2:00 PM EST (local time), Thursday, February 9, 2023

**Schedule of Events**

<b>CLELAND STREET PARKING LOT</b>			
<b>CDBG AWARD no. 4-SP-22-004</b>			
<b>No.</b>	<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1	CDBG Award	December 14, 2022	
2	Request for Proposals (RFP): Engineering	Wednesday, January 18, 2023	
3	Deadline for written questions - emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Tuesday, February 7, 2023	2:00 PM
4	Deadline for addenda to be posted to the City's website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Thursday, February 9, 2023	2:00 PM
5	Engineering Proposals due date	Friday, February 17, 2023	2:00 PM
6	Award Engineering Contract -Tentative	March 16, 2023	
7	Start Engineering Design	April 3, 2023	
8	Finish Engineering Design (180 days after NTP)	September 30, 2023	
9	Permitting	October 30, 2023	
10	Start Bidding	November 1, 2023	
11	Non-Mandatory Pre-Bid Meeting	November 22, 2023	
12	Finish Bidding	December 6, 2023	
13	Construction Bid Award-Tentative	December 21, 2023	
14	Start Construction	January 2, 2024	
15	Finish Construction (90 days after NTP)	April 1, 2024	
16	Punch List Work	April 30, 2024	
17	Grant Closeout	May 30, 2024	

When the Procurement Division is closed due to force majeure, quote openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding quote submittals directly from the [City’s website](#).



Procurement procedures are subject to the City’s procurement policies as outlined in Section 2-185 of the City’s Municipal Code (Chapter (Administration), Article IV (Procurement)). The City’s Procurement Ordinance can be found in its entirety on the [City’s website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City’s website and notify known participants. The City reserves the right to issue addenda to this RFQ up to two (2) days before the RFQ due date as needed to clarify the City’s desires or to make corrections or changes to the RFQ document or submittal process.

The City reserves the right to request additional information from any and all prospective bidders or individuals deemed necessary by the City to evaluate the quotes. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original quote.

The City reserves the right to cancel or reissue the RFQ and/or revise the schedule at any time.

The City also reserves the right to accept or reject any or all quotes deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a quote was not selected.

All information will be updated and posted on the [City’s website](#).

It is the bidder’s sole responsibility to obtain the information directly from the [City’s website](#) regarding this project.

The bidder will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

**Submittal Instructions**

The proposal price shall be valid for a period of 60 calendar days from the date of proposal opening.

By initialing the bottom of each page of this RFP document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. Bidder’s representatives are expected to examine this RFP thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's municipal code.

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

Your bid must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting quotes electronically**. It is the sole responsibility of the bidder to confirm that their quote was submitted on time, and that their PDF file/files are not corrupt.

**Submittals may be rejected if deemed non-responsive.**

The City **WILL NOT** accept quotes by:

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

1. Submit quote electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 3. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Complete Initialed copy of this RFP document - (Place responsible person's initial's on each page)
  2. Consultant's Proposal on company's letterhead - Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFP process to provide requested services to the City. Key staff members participating should be identified. Three professional references. The proposal shall be a lump-sum fee based on a current schedule of hourly rates.
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the quote, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.

3. Quote must be received electronically through the City’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Quotes will be publicly opened and read aloud via the City’s public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their quotes delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting quotes electronically. It is the sole responsibility of the bidder to confirm that their quote was submitted on time, and that their PDF file/files are not corrupt.** Late quotes will not be accepted nor considered. The official clock shall be that of the City’s Purchasing Agent, or designee. The City reserves the right to accept or reject any or all quotes and to waive any informalities and technicalities in the quote process. No additional fees, costs, or any other reimbursable expenses will be allowed.
4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the bidders submitting a quote.
5. Any bidder may withdraw their quote only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete quotes may be rejected.
6. All costs incurred in preparing the quote, or costs incurred in any other manner by the bidder in responding to this RFQ, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFQ become the property of the City and will not be returned.
7. Any proprietary information contained in the quote should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it’s in the City’s possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a proposer who has failed to perform satisfactorily, or complete on time,

or in a manner consistent with the RFP documents, contract of similar nature, or to reject the proposal from a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.

10. Assignment of Contract – Assignment to the selected proposer of any contract to be entered into in accordance with this RFP will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City’s Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers’ Compensation Liability
  - Automobile Liability
  - Builder’s Risk Insurance – Not applicable

The City of Georgetown is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – [itucker@georgetownsc.gov](mailto:itucker@georgetownsc.gov)
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected proposer and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits - The selected proposer shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit information. These expenses shall be included in the total proposal cost.
15. Payment terms - A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

## **General Contractual Requirements-**

1. Force Majeure - The proposal shall 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 proposal. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, 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 proposal.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposal Qualifications - Proposal must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFP. The City reserves the right to make the final determination as to the proposal's ability to provide the services herein.
4. Proposal Responsibility – Each proposal shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of the proposal to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to a contract.
5. Affirmative Action - The proposal will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this Request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposal:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposal, shall be excluded from the foregoing provisions; termination costs, if any shall

not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the proposal, the City reserves the right to purchase any and all items/services in default in open market, charging proposal with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSAL WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposal Responsibilities - The proposal will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the proposal to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFP is to be subcontracted, the proposal shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposal will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposal.
10. Ownership of Material – All materials and documents submitted by the proposal in response to this specification become the property of the City and will not be returned to the proposal.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposal.
12. Contract Amendments - Amendments to any agreement between the City and the proposal must be reviewed and approved in writing by the City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposal as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the proposal, as determined necessary by the City. Pertaining to all audits, the proposal shall make available to the City access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposal shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Proposal - Proposal represents, warrants, and covenants that:
  - (a) In providing the services proposal shall utilize the care and skill used by members of the proposal's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the proposal to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request the removal of any employee for a good cause.
  - (c) Proposal is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Proposal agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposal's performance thereunder.
19. City Business License and Permits – The selected bidder shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Victoria Knox, Revenue Manager, [vknox@georgetownsc.gov](mailto:vknox@georgetownsc.gov) or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

**Exhibits Available**

- A. Professional Services Agreement Sample
- B. Site Map
- C. Conceptual Plan
- D. CDGB Special Provisions- REV-8-17