

REQUEST FOR BID (RFB)

REQUESTOR: City of Georgetown 1134 North Fraser Street Georgetown, SC 29440 Contact: Daniella Howard, Purchasing Agent Email: dhoward@georgetownsc.gov Phone: 843.545.4043

- PROJECT: West End District Water Main Upgrades John, Henry, Bourne, Emanuel Streets and Davis Alley
- PROJECT NO.: 1515
- FUNDED BY: CDBG Grant #4-CI-21-008
- DATE OF ISSUE: Wednesday, August 17, 2022
- DUE DATE: On or before 2:00 PM EST (local time), Wednesday, September 21, 2022

Return by mail or hand deliver only to the address below:

City of Georgetown Attn: Purchasing West End Water Main Upgrades Project #1515 2377 Anthuan Maybank Drive Georgetown, SC 29440

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Important hyperlinks and email addresses:

- 1. <u>City of Georgetown website</u>
- 2. <u>City of Georgetown Public Facebook</u>
- 3. <u>City of Georgetown Purchasing Ordinance in its entirety.</u>
- 4. <u>All available project documents</u>
- 5. All questions must be in writing and emailed to: <u>purchasing@georgetownsc.gov</u>.

Background

The City of Georgetown (City) is an incorporated municipality with nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the area's endpoint 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 Tidelands 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 <u>www.georgetownsc.gov</u>.

The existing water lines in these streets consist of old 1-in. and 2-in. galvanized steel pipes. The pipe is heavily corroded and leaks frequently. The existing pipe size does not meet current code requirements to provide adequate water pressure to supply domestic water and fight fires. A new 6-in. PVC Class C900 pipe will replace the old galvanized pipes.

The three-block area between Bourne and Hawkins Street and the four-block area at Emanuel Street between Kaminski and S. Fraser Streets will directly benefit from improvements in the water loop system with added water pressure and firefighting protection. A total of 55 residential households and approximately 138 residents will benefit from the new improvements in the water line system within a seven-block area.

This project is funded in part by the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (CDBG). All federal CDBG program requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Due to the terms and conditions of funding, local vendor preference is prohibited.

Purpose

The City of Georgetown, South Carolina is seeking bids from qualified and licensed sewer and water utility contractors to replace potable water lines in the City's West End District: Bourne, John, Henry, Emanuel, and Davis Alley Streets.

All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and not on the Excluded Parties list (accessed at <u>www.sam.gov</u>). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits

discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI if the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240. The CDBG application, including the cost estimate, is available for review by contacting Mrs. Marsha Smith at 843-436-6141.

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

Site Visit

Site visits are strongly encouraged. Submission of quote implies that the contractor has visited the site and is familiar with the existing conditions of the site. Failure to visit the site shall in no way relieve any bidder from any obligation in respect to their bid.

Non-Mandatory pre-bid meeting

A Non-Mandatory pre-bid meeting will be held at 2:00 PM, EST (Local Time), Wednesday, September 7, 2022 at the Water Utilities Department, 2377 Maybank Drive, Georgetown, SC 29440.

Scope of Services

The proposed project consists of the installation of approximately 2,800 lineal feet (LF) of new 6" PVC water lines, four fire hydrants, new water services, 6-in. gate valves, asphalt and concrete sidewalk restoration in the following West End District streets: Bourne, Henry, John, Emmanuel Streets, and Davis Alley.

The selected Contractor shall be responsible to replace the existing domestic water lines as noted in the engineering plans and technical specifications.

Work includes but it is not limited to the following activities:

- 1. Submit material submittal product data sheets for owner's approval.
- 2. Attend pre-construction meeting.
- 3. Call 811 for underground utility mark outs prior to commencement of field activities.
- 4. Set up traffic controls as per SCDOT approved traffic control plan.
- 5. Secure work area and provide pedestrian protection.
- 6. Comply with all applicable OSHA safety standards.
- 7. Coordinate work with other utilities.
- 8. Sawcut asphalt.
- 9. Remove and dispose existing asphalt and any unsuitable excavated soil.
- 10. Dewatering of excavated trench, as necessary.
- 11. Protection of existing above-ground and underground utilities. The Contractor shall be responsible for the repair of any damaged underground utilities at their own expense.
- 12. Removal or abandonment of existing water lines.
- 13. Furnish and install new PVC potable water lines as shown on the plans.

- 14. Furnish and install directional drill under Merriman Road and Kaminski Street as shown on the plans.
- 15. Install new water services and taps.
- 16. Connect water services to existing water meters.
- 17. Compaction testing by a qualified testing agency.
- 18. Backfill and compact with suitable fill material.
- 19. Sanitize and disinfect new water lines in order to obtain DHEC's permit to operate.
- 20. Pressure test water lines.
- 21. Place 10-inches of GABC material on top lift. (2 inches of GABC will be removed prior to placement of asphalt layer). No asphalt patch is required.
- 22. Place 2-in surface course asphalt. Asphalt shall be HMA SCDOT Type C.
- 23. Contractor shall comply with all CDBG requirements under this grant.
- 24. Comply with all approved state permits and technical specification under this contract.
- 25. Connections to all existing water mains.
- 26. All Work is performed within the SCDO"s right of way (R/W) and therefore, all SCDOT requirements for roadway restoration apply.

Specifications

SCDOT Standard Construction Specifications SCDOT Utilities Accommodation Manual Technical Specifications-Water

Warranty

Contractor shall warranty the work for two (2) years from the date of final acceptance.

Process

Submission of bid indicates acceptance by the Bidder of the conditions contained in this RFB.

The City will conduct the selection in the following manner:

- 1. The RFB documents will be available on the City's website.
- 2. Bids will be received and evaluated as described in this RFB.
- 3. The lowest responsive and responsible bid will be presented to the Georgetown City Council and CDBG/SC Department of Commerce for approval

Award

Due to the terms and conditions of funding, local vendor preference is prohibited.

A Contract shall be awarded to the lowest responsive and responsible bid.

The City shall have the sole discretion in determining the lowest responsive and responsible bid. In addition to the 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 RFB;
- 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 RFB; and
- I. Whether the bidder has met the criteria of the RFB specifications, terms and conditions of the RFB.

Protest Procedure

In accordance with the City's Procurement Ordinance, any protest or objection to this RFB 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 RFB should be submitted in writing and emailed to <u>purchasing@georgetownsc.gov</u>, no later than **2:00 PM EST (local time), Wednesday, September 14, 2022.** For questions regarding the City's Request for Bids process, please contact <u>purchasing@georgetownsc.gov</u>, no later than the aforementioned deadline.

Please note - if you do not receive consideration from the City that your email was received before the deadline, it is the sole responsibility of the bidder to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: <u>West End District Water Main Upgrades</u>.

Answers to questions or Addenda will be posted on the City's website as an Addendum no later than **2:00 PM EST (local time), Friday, September 16, 2022**

Schedule of Events

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Bid (RFB) Release Date	Wednesday, August 17, 2022	
2. Non-Mandatory Pre-Bid Meeting	Wednesday, September 7, 2022	
2. Deadline for written questions. Email to <u>purchasing@georgetownsc.gov</u>	Wednesday, September 14, 2022	2: 00 PM
3. Deadline for addendum or answer(s) to be posted on the City's website <u>www.georgetownsc.gov</u>	Friday, September 16, 2022	2:00 PM
4. Bid Due Date	Wednesday, September 21, 2022	2: 00 PM
5. Bid Approval by City Council and Department of Commerce/CDBG (Tentative)	October 20, 2022	
6. Pre-Construction Meeting (Tentative)	November 15, 2022	
7. Issue Notice to Proceed (Tentative)	November 22, 2022	
8. Construction Start Date (Tentative)	December 1, 2022	
9. Construction Finish Date(150 days after Start Date)	April 30, 2023	

When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding bid submittals directly from the <u>City's website</u>.

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 <u>City's website</u>.

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 such notice on the City's website and notify known participants. The City reserves the right to issue addenda to this RFB up to two (2) days before the RFB due date as needed to clarify the City's desires or to make corrections or changes to the RFB 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 bids. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original bid.

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

The City also reserves the right to accept or reject any or all bids 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 bid 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 <u>City's website</u> regarding this project.

No:	Dated:	
No:	Dated:	
No:	Dated:	

Submittal Instructions

The bid price shall be valid for ninety (90) calendar days from the date of bid opening.

Bids must be on the City's Bid Form signed by a legal duly authorized officer of the bidder submitting the Bid.

By initialing the bottom of each page of this RFB document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their bid is made in compliance with this solicitation. The bidder's representatives are expected to examine this RFB 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 and CDBG contract guidelines.

The City's Purchasing Ordinance can be found on the City's website.

It is the sole responsibility of the bidder to have their bids delivered to the City before the closing hour and date.

Submittals may be rejected if deemed non-responsive. To be considered, interested parties **must** submit the following no later than the aforementioned deadline:

- 1. Bid Form –See Project Manual Section 00311
- 2. Bid Bond or Bid Security See Project Manual Section 00350
- 3. This RFB document (Place the responsible person's initials on each page)

Submit by mail or hand deliver only to the address below:

City of Georgetown Attn: Purchasing West End District Water Main Upgrades Project #1515 2377 Anthuan Maybank Drive Georgetown, SC 29440

- 1. Bids will be publicly opened and read aloud at that time. No bid will be accepted after the due date and time specified above. Faxed or emailed bids will not be accepted for any reason. 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 bid, and 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.
- 2. Late bids 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 bids and to waive any informalities and technicalities in the bid process. No additional fees, costs, or any other reimbursable expenses will be allowed.
- 3. 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 bid.
- 4. Any bidder may withdraw their bid only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete bids may be rejected.
- 5. All costs incurred in preparing the bid, or costs incurred in any other manner by the bidder in responding to this RFB, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFB become the property of the City and will not be returned.
- 6. Any proprietary information contained in the bid 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.

- 7. Bids 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 bid. Bids having any erasures or corrections must be initialed in ink by the vendor.
- 8. Disqualification and Rejection of Bid The City reserves the right to reject any bid from a bidder who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFB documents, contract of similar nature, or to reject the bid from a bidder who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the bidder that best meets the requirements as set forth herein.
- 9. Assignment of Contract Assignment to the selected bidder of any contract to be entered into in accordance with this RFB will not be recognized by the City unless such assignment has prior written approval of the City.
- 10. Insurance Provisions The selected proposer will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City's Risk Manager as follows:

Commercial General Liability: Each Occurrence \$1,000,000 General Aggregate \$2,000,000 <u>Automobile Liability:</u> Combined Single Limit \$1,000,000 <u>Workers' Compensation:</u> Statutory Limits

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 bidder to advise the City's Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email <u>cmcdaniel@georgetowsc.gov</u>
- Fax 843.527.6173
- Mailing address PO Box 939, Georgetown, SC 29442 or
- Physical address 1134 N. Fraser Street, Georgetown, SC, 29440

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

- 11. Indemnification The selected bidder 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.
- 12. Compliance With Law The selected bidder 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.
- 13. 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, Revenues Manager, <u>vknox@georgetownsc.gov</u> 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 bid cost.
- 14. 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). Retainage is 10% on all monthly progress invoices.
- 15. Bid Security In an amount equal to or at least five percent (5%) of the amount of the bid shall be required for all competitive bidding for construction contracts exceeding \$100,000. Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina or the equivalent in cash, certified check, cashiers 'check, or money order. The City, at its option, may require bid bonds on construction contracts under \$100,000 when the circumstances warrant. Noncompliance with this provision mandates that the City reject the bid. Bid Security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.
- 16. Payment and Performance (P & P) Bonds When a construction contract is awarded in excess of one hundred thousand dollars (\$100,000) the following bonds or security shall be delivered by the successful bidder to the City and shall become binding on the parties upon execution of the contract. Bid or performance bonds shall not be used in substitution for determination of bidder's responsibility.

(a) A Performance Bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and

(b) A Payment Bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

General Contractual Requirements

- 1. Force Majeure The bidder 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 bidder. 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 bidder.
- 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. Bidder Qualifications The bidder 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 RFB. The City reserves the right to make the final determination as to the bidder's ability to provide the services herein.
- 4. Bidder Responsibility Each bidder shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFB. It is expected that this will sometimes require on-site observation. The failure or omission of the bidder to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFB or to a contract.
- 5. Affirmative Action The bidder 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 bids 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 bidder:

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 bidder, 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 bidder, the City reserves the right to purchase any and all items/services in default in open market, charging bidder with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

- 8. Prime Bidder Responsibilities The bidder will be required to assume sole responsibility for the complete effort as required by this RFB. The City will consider the bidder to be the sole point of contact with regard to all contractual matters.
- 9. Subcontracting –If any part of the work covered by this RFB is to be subcontracted, the bidder 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 bidder will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder.
- 10. Ownership of Material All materials and documents submitted by the bidder in response to this RFB become the property of the City and will not be returned to the bidder.
- 11. Compliance with City, State, and Federal Requirements Bidder shall comply with all applicable City, State, and Federal procurement policies in 2 CFR 200 (200.318 through 200.326)
- 12. Contract Amendments –Amendments to any agreement between the City and the bidder 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 bidder 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 the contract.
- 15. The City may conduct performance audits of the bidder, as determined necessary by the City. Pertaining to all audits, the bidder 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 bidder 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 Bidder –Bidder represents, warrants, and covenants that:
 - (a) In providing the services bidder shall utilize the care and skill used by members of the bidder's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the bidder 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 removal of any employee for good cause.
- (c) Bidder is a business, validly existing and in good standing under the Laws of the State of South Carolina.
- 18. Indemnity Provisions Bidder 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 bidder'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, Revenues Manager, <u>vknox@georgetownsc.gov</u>, 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 bid cost.

Exhibits Available

A. Project Manual B. Plans