



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: Black River Road Water and Sewer Line Relocation

PROJECT NOS.: 1517  
1817

RELEASE DATE: Wednesday, February 15, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, March 15, 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.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Important hyperlinks and email address.....	3
Communication.....	3
Background.....	3
Purpose.....	4
Project Description.....	4
Site Visit.....	4
Scope of Services.....	4
Process.....	5
Award.....	7
Protest Procedure.....	7
Questions.....	7
Schedule of Events.....	8
Submittal Instructions.....	9
General Contractual Requirements.....	13
Exhibits.....	15

**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 the 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 the 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 South Carolina Department of Transportation ("SCDOT") commenced a road-widening improvement project for Black River Road (S-82) in the City of Georgetown, SCDOT Project ID PO30438, to improve transportation on this thoroughfare and traffic flow.

The City of Georgetown owns the water and sewer mains along Black River Road. The SCDOT project will impact these water and sewer mains. SCDOT requires the City to hire an engineering consultant to handle these impacts by realigning and relocating the water and sewer infrastructure to allow for the road widening project.

On May 13, 2019, Senate Bill 401 passed a law to assist small public utilities with 10,000 or fewer connections and serving a population of 30,000 or less with transportation improvements projects on water and sewer utility relocation costs, including design costs.

The engineering costs for the realignment of water and sewer lines will be paid by the City and later reimbursed by the SCDOT.

Other utilities such as electric, gas, and telecommunications are also being impacted. Each utility agency is responsible for the relocation work of their facilities.

### **Purpose**

This RFP aims to seek an engineering consultant to work for the City on this SCDOT project: Black River Road Widening. The project requires the realignment and relocation of existing water and sewer infrastructure. The new water line will require new valves, water services, and water meters. The new sewer line will require new manhole structures, sanitary services, and cleanouts. All new infrastructure must be tied to the existing water distribution and sanitary collection systems.

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

### **Project Description**

The project consists in relocating approximately 2,555 lineal feet of 8 -in. AC water main including fittings, long and short ¾-in. (up to 4-in.) water services, new gate valves, new meter boxes, and new fire hydrants; relocating approximately 1,507 lineal feet of sewer line including new sanitary manholes, 4-in. or 6-in. sanitary service lines and sewer cleanouts within the SCDOT work area. The project requires strict coordination with Georgetown Memorial Hospital for line service shutdowns and transfer to the new pipeline. A temporary service line main be necessary as a dedicated water service feed to the hospital until the new water infrastructure is in place.

The SCDOT project includes the widening of a portion of Black River Road. The work includes drainage piping, new curb and gutter, and new sidewalks.

### **Site Visit**

The project work area is located on Black River Road from Palmetto Street to Landgrave Street in the City's North End District.

A site visit is not mandatory but strongly encouraged before submitting the proposal.

### **Scope of Services for Water and Sewer Relocation Work:**

1. Conduct project kick-off meeting.
2. Prepare a utility and topographic route survey within the work area.
3. Perform field utility coordination with project stakeholders from the City, state, other utility companies, and hospital staff.
4. Utilize City-approved water and sewer engineering details and specifications.
5. Prepare engineering plans, signed and sealed by SC professional engineer.
6. Provide a water main hydraulic calculation report to verify main line diameter is adequate.

7. Coordinate design work with City and SCDOT representatives.
8. Update the City's water and sewer technical specifications for SCDHEC approvals.
9. Submit preliminary (60%) and final (100%) construction bid documents to SCDOT and City.
10. Meet the SCDOT's bidding and construction schedule. All engineering documents must be provided to SCDOT 180 days prior to bid letting dates for inclusion in the project.
11. Prepare engineer's estimate at 100% document stage.

**Water:**

1. The existing 8 -in. water main travels along the east side of the road (hospital side) and must be relocated outside the pavement limits.
2. The existing pipe material is asbestos cement (AC). The new 8 -in. waterline will need to be PVC C900 pipe.
3. All water service lines will need to be replaced.
4. All water meters and boxes will need to be replaced. Meters and boxes can be supplied by the City of Georgetown and paid for by SCDOT.
5. Fire hydrants will need to be relocated and/or replaced. The FH manufacturer is Muller Co., model 423 with Integral Storz Connection.
6. Provide new 8 -in. gate valves at each intersection. The gate valve manufacturer is Muller Co.

**Sewer:**

1. Relocate and replace sewer line to the new Black River Road centerline from Saville Street to Willowbank Road.
2. Use a dead-end manhole at the intersection of Saville Street and Black River Road.
3. Connect the new 8-in sewer line to the existing manhole at the Willowbank Road intersection.
4. The new 8-in sewer line shall be DIP, cement lined.
5. Provide new precast sanitary manholes spaced no more than 400 feet apart.
6. The sewer force main crossing Willowbank Road can remain in place.

**The City will:**

1. Provide the information requested by the selected consultant.
2. Pay for all services based on a 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 RFP 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), Wednesday, March 8, 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: **Black River Road Water and Sewer Line Relocation**

Answers to questions or Addenda will be posted on the City's website no later than 2:00 PM EST (local time), Friday, March 10, 2023

**Schedule of Events**

<b>SCDOT BLACK RIVER ROAD WIDENING-WATER AND SEWER LINE RELOCATION</b>			
<b>No.</b>	<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1	Request for Proposals (RFP): Engineering	Wednesday, February 15, 2023	
2	Non-Mandatory Pre-Proposal Conference	N/A	
3	Deadline for written questions - emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Wednesday, March 8, 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>	Friday, March 10, 2023	2:00 PM
5	Engineering Proposals due date	Wednesday, March 15, 2023	2:00 PM
6	Award Engineering Contract - Tentative	April 20, 2023	
9	Start Design	May 1, 2023	
10	Finish Design (120 days after NTP)	August 30, 2023	
11	Obtain DHEC and SCDOT Permits	October 30, 2023	
12	Start Bidding (180 days after permit approvals) - Tentative	April 27, 2024	
13	Non-Mandatory Pre-Bid Meeting	TBD	
14	Finish Bidding	TBD	
15	Construction Bid Award - Tentative	TBD	
16	Start Construction	TBD	
17	Finish Construction	TBD	

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 RFP up to two (2) days before the RFP due date as needed to clarify the City's desires or to make corrections or changes to the RFP 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 RFP 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 4. 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 – The proposal shall be a lump-sum fee based on a current schedule of hourly rates.
  3. Statement of Qualifications- Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to provide the requested services to the City. Key staff members participating should be identified. Include three professional references.
  4. Complete executed Mandatory Vendor Submittal Form (Exhibit D)
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/>. 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. **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 RFP, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFP 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 the 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 consultant 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 consultant who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the consultant that best meets the requirements as set forth herein.

10. Assignment of Contract – Assignment to the selected consultant 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 consultant 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 the commencement of services under the agreement. Further, it shall be an affirmative obligation upon the consultant 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 consultant 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 consultant 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 Licenses and Permits - The selected consultant 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 consultant 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. Consultant Qualifications – Consultant 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 consultant’s ability to provide the services herein.
4. Consultant Responsibility – Each consultant 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 consultant 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 consultant 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 consultant:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If 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 consultant, 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 consultant, the City reserves the right to purchase any and all items/services in default in open market, charging consultant with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONSULTANT WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Consultant Responsibilities - The consultant will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the consultant 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 consultant 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 consultant will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the consultant.
10. Ownership of Material – All materials and documents submitted by the consultant in response to this RFP become the property of the City and will not be returned to the firm.
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 consultant.
12. Contract Amendments - Amendments to any agreement between the City and the consultant 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 consultant 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 consultant, as determined necessary by the City. Pertaining to all audits, the consultant 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 consultant shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the consultant 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 Consultant - Consultant represents, warrants, and covenants that:

- (a) In providing the services consultant shall utilize the care and skill used by members of the consultant's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the consultant 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) Consultant is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Consultant 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 consultant'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. SCDOT Preliminary Plans
- D. Mandatory Vendor Submittal Form