

# REQUEST FOR PROPOSAL (RFP)

REQUESTOR: City of Georgetown

1134 North Fraser Street Georgetown, SC 29440

Contact: Daniella Howard, Purchasing Agent

Email: dhoward@cogsc.com

Phone: 843.545.4043

PROJECT: City Hall Demolition Project #2002

DATE OF ISSUE: Wednesday, September 12, 2018

DUE: No later than 2:00 pm EST (local time) Thursday, October 11, 2018

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

City of Georgetown Attn: Purchasing

City Hall Demolition Project #2002

1134 N Fraser Street Georgetown, SC 29440

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# **Background**

The City of Georgetown is located on the coast of South Carolina between Myrtle Beach and Charleston and has a population of approximately 10,000. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at <a href="https://www.cogsc.com">www.cogsc.com</a>.

# **Purpose**

The City of Georgetown is seeking proposals from qualified commercial demolition contractors to conduct the demolition of the existing City Hall building located at 120 N. Fraser Street, Georgetown, South Carolina, 29440. The City Hall demolition services shall include complete removal and disposal of entire building materials including foundation system (concrete slab and grade beams) and above-ground structure, brick-wall shed, water tower concrete footings, and site grading and leveling.

Proposals should include both a base bid price and an alternate bid price. The base proposal will be to segregate "beneficial waste" materials: concrete, masonry, metal, drywall, wood and asphalt shingles, haul away all debris to Georgetown County's landfill site for disposal in order for tipping fees to be waived. The alternate proposal will be to salvage, recycle, transport and legally dispose of all debris to the contractor's preferred landfill site and pay all tipping fees. See Exhibit D. Bid Form for more information.

# **Project Description**

The site consists of approximately 2.78 acres and a building of approximately 14,500 sq. ft. as well as concrete footings that remain from a previously dismantled water tank, and a shed. The original building was constructed in September 1977. There was an addition to the building in 2000.

The site is bordered by North Prince Street, Fraser Street, Front Street and Dozier Street. The City Hall structure consists of a one-story height building constructed of reinforced CMU block and metal stud framed wall system, the building's cladding material are brick and mortar, the roof is a combination of sloped and flat metal roof decking and wood framing. The building is supported by a deep foundation system with driven piles and grade beams.

A map with the structures and grounds of 120 N. Fraser Street, is available as Exhibit A and made a part of this RFP. The building demolition includes but is not limited to the removal of interior walls, ceilings, brick cladding, roof, windows, doors, concrete slab and grade beams.

Original ground surface elevations across the majority of the sites appear to have ranged from about 5 to 9 feet above mean sea level (MSL). Finished floor elevations for the City Hall Structure appear to be on the order of 11.5 feet above MSL.

The property has been unoccupied since August 2016. The building is deemed unsafe for occupancy.

An asbestos inspection was conducted by Asbestos Inspections, LLC in June 2018 which indicated minimal presence of asbestos. The report is available as Exhibit C.

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# Scope of Work

The City acknowledges the proposer's expertise and capabilities and does not intend to write a detailed specification to address every technical feature and component of this project.

The Work generally consists of demolishing old City Hall, including:

- 1. Removal and proper disposal of hazardous material as identified in Asbestos Report (Exhibit C)
- 2. Coordinate with City staff and utility companies for disconnection of all services
- 3. Protect adjacent sewage wet well, house pump #11, masonry wall, and City Hall signage
- 4. Removal of all plumbing fixtures and piping
- 5. Removal of all HVAC equipment, ductwork and wiring
- 6. Removal of all low voltage and high voltage electrical equipment, conduits, wiring
- 7. Removal of CCTV, security, phone, cable TV and fire alarm systems
- 8. Removal of all interior walls, ceilings, partitions, windows, and floor covering materials
- 9. Removal of all exterior cladding material including roof
- 10. Removal of all structural frame components
- 11. Removal of reinforced concrete slab and grade beams
- 12. Cut piles just under building grade beams and leave in place
- 13. Removal of asphalt pavement and concrete curb at drive through collections' window
- 14. Removal of brick shed as noted on map
- 15. Removal of water tank concrete footings to a depth of 2 feet below ground
- 16. Segregate construction debris into the following types: concrete, masonry, metal, wood, asphalt shingles, and drywall. The segregated debris will be classified as "beneficial waste" and transported to the Georgetown County Landfill.
- 17. Unsegregated debris shall be considered "common debris" and transported to the Georgetown County Landfill facility
- 18. Cut and cap water and sewer services
- 19. Protect trees with orange plastic fencing during demolition activities
- 20. Restore any soil disturbed areas by hydro-seeding after completion of demolition work
- 21. Finish grade area with clean fill and level building site at Elevation 10.50 above MSL
- 22. Create positive site drainage to avoid ponding
- 23. Place silt fence around building site
- 24. Tipping fees will be waived by Georgetown County Landfill

The presence of air quality issues, asbestos, or some form of hazardous/harmful environmental materials has been identified, (see Exhibit C). Prior to demolition, the contractor will be required to contact SCDHEC at 843.448.1902 for permitting and disposal instructions and for completing all regulatory directives to assure the property is free of any hazardous substances. After completing any such work required, a demolition permit may be issued by the City. Contact the Housing & Community Development Department at 843.545.4010 for more information.

The contractor shall be responsible for coordinating any and all issues on the work site concerning SCDHEC and City permitting, connections or disconnections of utilities and any other issues regarding plumbing, electrical, water, sewer, or waste disposal at its own expense.

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Prior to demolition, the City and contractor will coordinate a walk-through on the property to ensure that all issues of the project schedule, security and safety for the worksite are understood and agreed upon between both parties.

Contractor must coordinate the working hours with the City. All working hours are to be approved by the City prior to any work activities. Once the project begins, work will be continuous and conducted on a daily basis until completed and shall not be delayed for any reason other than approved by the City. Projected completion date is 45 days after the Notice to Proceed is issued.

Contractor shall be responsible for providing all materials, labor, tools, and equipment necessary for the completion of the project. No demolition explosives are allowed.

Costs or expenses associated with demolition, removal and asbestos abatement will be the responsibility of the contractor.

Tipping fees associated with proper disposal will be waived by Georgetown County Landfill for this project. The contractor shall not retain any scrap materials. The contractor shall segregate the waste stream as some of the materials will be deemed "beneficial waste". For example, reinforced concrete, masonry, metals, drywall, wood, and asphalt shingles materials are to be segregated in separate dumpsters and hauled away to the Georgetown County Landfill for disposal. Other materials such as glass, plastic, carpet, ceramic tile, porcelain, etc. may be comingled and transported to the Georgetown County Landfill facility as "construction demolition" debris. The contractor will be responsible for any fees levied by the County due to non-compliance of segregated materials.

The contractor shall take proper measures to protect adjacent or adjoining property which might be injured and/or damaged by any process of the demolition work by the contractor. In case of injury or damage, the contractor shall restore at his/her own expense the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the City.

The contractor shall comply with all applicable safety standards under OSHA to protect employees, adjacent property as well as pedestrians and vehicular traffic traveling nearby the demolition site. The contractor shall provide any and all barricades and lighting for the project or portion of the project within which operations are being conducted. All operations and stock piles of materials and/or stored equipment shall be adequately barricaded for eminent safety at all times. The contractor is totally responsible and liable for assuring that sound safety practices are adhered to. Contractor's Insurance requirements are stated in the RFP document.

It is the contractor's responsibility to coordinate with the City and make sure that all utilities are properly capped and/or disconnected.

Upon completion of the project, the lot is to be graded and leveled off to the specified elevation of 10.50 above MSL. The site shall be cleaned and sloped so that the surface is positively drained. Property is to be left with land and parking lot pavements and sidewalks in safe condition during progress of work and when completed. Contractor is to pay all costs and expenses of such filling and leveling. Entire work area shall be left to a suitable condition as judged by the City.

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# **Alternate Scope of Work**

All items listed above with the exception that the contractor will be free to salvage any material items in the building prior to demolition. The demolition contractor may have the option to segregate or not to segregate the debris, recycle, and to haul away the materials to a landfill site of his/her own choice and pay all applicable tipping fees.

### **Ouestions**

Please submit your questions in writing and email them to <u>purchasing@cogsc.com</u> by the deadline of 4:00 pm EST (local time), Monday, October 1, 2018. All submittals shall include the following in the subject line:

# Questions - City Hall Demo Project

Answers to questions will be posted on the City's website at <a href="www.cogsc.com">www.cogsc.com</a> under "Current Bids" as an Addendum no later than 5:00 pm EST (local time), Friday, October 5, 2018.

For technical and permitting information regarding this project please contact Ricky Martin, Building and Planning Director, at rmartin@cogsc.com or 843.545.4017.

# **Mandatory Pre-Bid Meeting**

The City will conduct a Mandatory Pre-Bid Meeting at 10:00 am EST (local time), Wednesday, September 26, 2018. This meeting will be held at the site, 120 North Fraser Street, Georgetown, SC, 29440. At this meeting, the City will briefly review the project scope and allow prospective contractors to ask questions. In addition, all proposal documents will be available. A Mandatory Tour of the site will be conducted after the meeting. Prospective contractors who wish to view the site for the purpose of taking measurements and assessing the scope of the project, must do so at this time.

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**Project Schedule of Events**The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

MILESTONE EVENT	DATE	EST (LOCAL TIME)
1. RFP ISSUED	WEDNESDAY, SEPTEMBER 12, 2018	
2. MANDATORY PRE BID MEETING AT SITE – (120 N FRASER STREET)	WEDNESDAY, SEPTEMBER 26, 2018	10:00 AM
3. DEADLINE FOR QUESTIONS – EMAILED TO PURCHASING@COGSC.COM	MONDAY, OCTOBER 1, 2018	4:00 PM
4. DEADLINE FOR ADDENDA(S) TO BE POSTED TO CITY'S WEBSITE WWW.COGSC.COM UNDER "BIDS".	FRIDAY, OCTOBER 5, 2018	5:00 PM
5. BIDS DUE NO LATER THAN	THURSDAY, OCTOBER 11, 2018	2:00 PM
6. APPROVAL OF CONTRACT BY CITY COUNCIL (TENTATIVE)	THURSDAY, OCTOBER 18, 2018	
7. CONTRACT AWARD (TENTATIVE)	OCTOBER 2018	
8. PROJECT START DATE (TENTATIVE)	NOVEMBER 2018	
9. PROJECT COMPLETION DATE	45 CALENDAR DAYS AFTER NOTICE TO PROCEED IS ISSUED	

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown 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 of Georgetown's desires, or to make corrections or changes to the RFP document or submittal process. When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

The proposer will acknowledge receipt of all issued addenda in their submittals, if applicable. The City reserves the right to cancel or reissue the RFP and/or revise the project schedule at any time. The bidders will acknowledge receipt of all issued addenda in their submittals, if applicable. The City also reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

#### **Submittal Instructions**

To be considered responsive, interested parties must submit the following in a sealed envelope:

- 1. One (1) initialed copy of this RFP
- 2. Three (3) originals of Bid Form
- 3. One (1) completed Qualification/Reference Form
- 4. Bid security see #18 under Contractual Requirements for more information

On or before the deadline, 2:00 pm, Thursday, October 11, 2018 EST (local time). Submit by mail or hand deliver only to the address below:

City of Georgetown Attn: Purchasing City Hall Demolition Project #2002 1134 N Fraser Street Georgetown, SC 29440

- 1. The RFP and Bid Form documents will be available on our website, www.cogsc.com and clicking on "Bids". All bids must be submitted on the required Bid Forms. The entire form must be completed in ink or typewritten and executed by a legal duly authorized officer of the contractor submitting the RFP. In addition, all contractors must return and initial each page of the RFP with the Bid Forms. By initialing each page, contractors will be indicating that they have read and understand the requirements of the RFP, and their price is based on such requirements.
- 2. All submittals must be <u>clearly marked on the outside of the package</u>, "City Hall Demolition Project". It is the sole responsibility of the bidders to have bids delivered to the City of Georgetown before the closing hour and date. Bids that are faxed, e-mailed, or received late will not be accepted or considered for any reason. The official clock shall be that of the City's Purchasing Agent.
- 3. All bids must be valid for a period of ninety (90) days following the bid opening date.
- 4. Bids must address all RFP requirements. Partial or incomplete bids may be rejected.

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- 5. All costs incurred in preparing the bids, 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 bid become the property of the City of Georgetown and will not be returned.
- 6. Any proprietary information contained in the proposal should be so indicated as follows: <u>Vendor Disclosure—Notice of SC Freedom of Information Act</u>
  - "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 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 fifteen (15) day deadline to produce the material. 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 bidder.
- 8. Demolition contractor must be licensed in demolition and asbestos abatement work by SCDHEC and have a minimum of five (5) years of commercial experience. Contractor shall complete the Contractor/Subcontractor Form available as Exhibit E.
- 9. Disqualification and Rejection of Bids The City of Georgetown reserves the right to reject any bid of a contractor who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the bid documents, contract of similar nature, or to reject the bids of a contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the contractor that best meets the requirements as set forth herein.
- 10. Assignment of Contract Assignment by the selected contractor of any contract to be entered into in accordance with this RFP will not be recognized by the City of Georgetown unless such assignment has prior written approval of the City.
- 11. Insurance Provisions The selected contractor will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000 as follows:
  - Comprehensive General Liability (per occurrence)
  - Comprehensive Auto Liability (per occurrence)
  - Workers' Compensation Liability (as required by State of South Carolina statutes) 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 contractor to advise the City's Risk Manager at Fax No. 843.527.6173; email <a href="mailto:sanderson@cogsc.com">sanderson@cogsc.com</a>, PO Box 939, Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of the Agreement.

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- 12. Indemnification The selected proposer agrees to indemnify, defend and hold harmless the City of Georgetown 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 the agreement.
- 13. Compliance With Law The selected contractor 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 and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
- 14. Business License and Permits The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses. The business license department may be reached at 843.545.4041. These expenses shall be included in the total bid unit price.

### **Proposal Evaluation**

Contracts shall be awarded to the lowest responsive and responsible contractor. In determining lowest responsive and responsible contractor, in addition to price, the Purchasing Agent, Department Head, and/or the City Administrator or designee shall consider:

- (a) The ability, capacity, and skill of the contractor to perform the contract to provide the service required;
- (b) Whether the contractor 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 contractor;
- (d) The quality of performance of previous contracts or services provided by the contractor;
- (e) The previous and existing compliance by the contractor with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the service; and
- (g) Whether the contractor has met the criteria of the RFP requirements, terms and conditions.

The City of Georgetown's Local Vendor Preference Ordinance does not apply under this RFP.

#### **Contractor Selection Process**

The City of Georgetown will conduct the selection of a qualified contractor for the demolition and disposal of building and debris located at City Hall, 120 N. Fraser Street, Georgetown, South Carolina. The award for this demolition project will be handled in the following manner:

- 1. At the conclusion of the bid evaluation, the lowest qualified, responsible and responsive bid will be presented to the Georgetown City Council for review and approval.
- 2. The City of Georgetown will notify winning contractor of intent to offer contract award.
- 3. Negotiation is possible with any contractor submitting a reasonable and responsible bid which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFP.

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# **Contractual Requirements**

- 1. Compliance With Law The selected contractor 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 and relating to the technical environment and requirements of the project. The contractor shall hold the City harmless and indemnify same in the event of non-compliance.
- 2. 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.
- 3. 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.
- 4. Qualifications Bidder must, upon request of the City, furnish satisfactory evidence of its ability to furnish services in accordance with the terms and conditions of this bid request. The City of Georgetown Finance Department reserves the right to make the final determination as to the contractor's ability to provide the services herein.
- 5. Contractor's Responsibility Contractor 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 contractor 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.
- 6. Affirmative Action The proposer 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.
- 7. WMBE Statement It is the policy of the City of Georgetown 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 further the policy of the City of Georgetown 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 of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
- 8. 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:

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- 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, if applicable.
- 7.2. Convenience In the event that this 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 contractor, 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.
- 9. Prime Contractor Responsibilities The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The City will consider the contractor to be the sole point of contact with regard to all project matters.
- 10. Subcontracting If any part of the work covered by this RFP is to be subcontracted, the contractor 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 contractor will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the bidder, if any.
- 11. Contract Amendments Amendments to any agreement between the City and the contractor must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
- 12. Assignment No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
- 13. 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 performance of its obligations of an agreement.
- 14. Representations of Contractor Contractor represents, warrants, and covenants that:
  - (a) In providing the services contractor shall utilize the care and skill used by members of its profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the contractor to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the project. City may request removal of any employee for good cause.
  - (c) Contractor is a business, validly existing and in good standing under the Laws of the State of South Carolina.
- 15. Indemnity Provisions Contractor 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 proposer's performance hereunder.

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- 16. Insurance The selected contractor will be required to provide and maintain proof of insurance throughout the project term in the amount of \$1,000,000 as follows:
  - Comprehensive General Liability (per occurrence)
  - Comprehensive Auto Liability (per occurrence)
  - Workers' Compensation Liability (as required by State of South Carolina statutes 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 an Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Manager at Fax No. 843.527.6173; email <a href="mailto:sanderson@cogsc.com">sanderson@cogsc.com</a>, PO Box 939, Georgetown, SC 29442, within two days of the cancellation herein, and failure to do so shall be construed to be a breach of an agreement.
- 17. City Business License <u>Prior to work commencing</u>, the selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses. The business license department may be reached at 843.545.4041 or by emailing jgilliard@cogsc.com. The building and planning department may be reached at 843.545.4017. These expenses shall be included in the total proposal cost.
- 18. Bid Security Required: In an amount equal to or at least five percent (5%) of the amount of the bid shall be required. Bid security will be returned to the unsuccessful bidders upon contract award by the Purchasing Agent.
  - When a construction contract is awarded in an amount equal to or above 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.

A RFP may be canceled and/or all submittals rejected upon written recommendation of the division/department manager, and approval of the Purchasing Agent.

### **Exhibits Available**

- A. Map
- B. Pictures
- C. Asbestos Report
- D. Bid Form
- E. Qualification/Reference Form
- F. Sample Contract
- G. Floor Plans

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