



## REQUEST FOR BID (RFB)

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

PROJECT: East Bay Park Improvements: Public Boat Landing  
Funding for this project comes from:  
South Carolina Department of Parks, Recreation & Tourism  
(SCPRT) - Parks and Recreation Development (PARD)  
Project #2022020

PROJECT #: 1230

RELEASE DATE: Wednesday, June 22, 2022

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, July 26, 2022**

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

For instructions on how to submit your proposal electronically, please refer to the City's website, Business/BIDS/RFPs/Procurement Bids, or [click here](#) for a direct link.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Important document addresses and hyperlinks:.....	3
Background.....	3
Purpose/Project Description.....	3
Site Visit.....	4
Preliminary Site Information.....	4
Scope of Services.....	4
Warranty.....	6
Process.....	7
Award.....	7
Protest Procedure.....	7
Questions.....	7
Schedule of Events.....	8
Submittal Instructions.....	9
Mandatory Local Vendor Submittal Form.....	13
General Contractual Requirements.....	14
Exhibits.....	16

**Important hyperlinks and email addresses:**

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing 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).

**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).

**Purpose/Project Description**

The City of Georgetown is seeking bids from licensed and qualified general, marine, or landscaping contractors to perform the following improvements at East Bay Park boat landing facilities:

- Replace aluminum handrails base-plate bolts
- Sanding and staining wood handrails
- Install two new observation deck benches
- Landscaping and irrigation
- Apply epoxy-based sealer at the concrete ramp cracks
- Pressure washing of floating docks, handrails, timber piles, gangways, gazebo roof

Contractors shall visit the site to become familiar with the existing site conditions and restrictions. Failure to visit the site shall in no way relieve the contractor of any obligation with respect to this RFB or to the contractual agreement.

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

**Site Visit**

Submission of a bid implies that the contractor has visited the site and is familiar with the existing conditions. Failure to visit the site shall in no way relieve the contractor from any obligation in respect to their proposal.

**Preliminary Site Information**

The boat landing facilities are currently open and shall remain open to the public during the facility improvements.

The contractor will be responsible to secure and protect the work areas.

The contractor can perform the work during daylight hours only from 7 AM until 6 PM Monday through Friday. Weekend work may be authorized due to emergency or weather makeup days only.

**Scope of Services**

The City of Georgetown, South Carolina is seeking qualified and licensed general and/or landscape contractors to provide services for the improvements of the public boat landing at East Bay Park. All bidders shall visit the site to study field conditions.

Services include:

1. Secure and protect all work areas from pedestrian traffic.
2. Repair aluminum handrails by removing all corroded anchor bolts from base plates.
3. Remove three (3) existing outdoor benches and replace them with two (2) new outdoor benches.
4. Pressure wash all floating docks, handrails, pylons, gazebo columns and metal roof, gangways, and concrete docks.
5. Light sand top wooden handrail and apply marine-grade stain by brush or roller.
6. Repair two 55-foot-long cracks on the boat ramp. The cracks are traversing perpendicular to the ramp.
7. Provide landscape material as per the Landscape Plan.
8. Include one-year maintenance of new landscaped material from the date of final acceptance.
9. Include a one-year warranty to be effective from the date of final acceptance.
10. After the completion of all work, a five (5) % retainage of landscape work will be held for one year.

Alternate Scope:

1. Replace aluminum handrails with stainless steel cable railing system. Total length 250 lineal feet.

**LANDSCAPE PLAN**

1. All Indian Hawthornes to be removed (areas on both sides of the Boat Ramp)

2. Spray Phragmites in Landscape Areas #1 and #4

Landscape Area #1 (Boat Landing side where shrimp is)

1. Remove pineapple guava to the side and behind the berm, leave Coville's Glory (orange flower tree) and viburnum
2. On the berm where the Shrimp is placed Muhly grass. 8 EA.
3. Install 3 EA. Sable Palm trees in front of Shrimp
4. Leave Cedar trees along the pathway to the Kayak launch

Landscape Area #2

1. Transplant cannas (20 EA.) to higher ground and remove Mexican petunias (2 EA.)

Landscape Area #3 (Berm left of the Boat ramp)

1. Leave Cedar Tree
2. Leave the jasmine vine and clean from the Cedar.
3. Plant sunrise lantanas on berm hillside (5 EA.)
4. Plant Muhly grass (5 EA.)

Landscape Area #4 (Area between pier rail and berm)

1. Plant two (2 EA.) Bald Cypress trees (15 Gallon)
2. Plant Sunrise Lantana on the hillside (6 EA.)
3. Remove viburnum and ocean myrtle
4. Remove all weeds in the area

Irrigation system

1. Install four (4) irrigation zones with underground drip lines.
2. Replace the irrigation controller.

**PLANT LIST FOR EAST BAY BOAT LANDING**

1. 3 EA. Sable Palm trees (6 feet at least)
2. 2 EA. Bald Cypress trees (15 gallon)
3. 15 EA. Muhly grass
4. 12 EA. Sunrise Lantanas

## MATERIAL SPECIFICATIONS

1. Outdoor benches shall be made from recycled plastic. Model: Champion Bench – Premium Wood Grain, 4-foot long, surface mounted and secured with anchor bolts by [treetopproducts.com](http://treetopproducts.com) or Approved Equal. Color: Walnut.
2. Stain: Use Ultra-Premium Red Label Penofin or Approved Equal, marine grade. Color to be selected by City staff.
3. Crack Repair Kit: Five Star Structural Concrete® Underwater Hand Pack

### Alternate Bid: Cable Railing System

1. Post: Brushed 316 stainless steel all-weather posts, surface-mounted with a foot cover, spaced 4 feet apart. System design based on Viewrail manufacturer model Premium Coastal Cable Railing.
2. Cable: 1x19, 5/32" diameter, Type 316 stainless steel, spaced 3 1/8 inches apart (12 runs for 38 in. height handrail).
3. Handrail: Rectangular handrail brushed 316 stainless steel mounted on flat top posts. Handrail height: 38 inches.
4. Screws and fasteners: Stainless steel.
5. Include preparation of shop drawings for City approval.

### The City will:

1. Notify the public about the upcoming improvements.
2. Pay the contractor on a monthly basis for satisfactory work completed.
3. Hold 5% retainage until all punch list work is complete and the contractor submits the warranty letter.

### Warranty

The contractor shall warranty the work for one year from the date of final acceptance.

## **Process**

The City will conduct the selection of a qualified contractor in the following manner:

1. The RFB and Bid Form documents will be available on our [website](#). Bids will be received and evaluated as described in this RFB.
2. The best qualified, lowest responsible and responsive bid will be presented to the Georgetown City Council or City Administrator for approval, as required.
3. After Council approval, the City will issue a Notice of Award.
4. The Submittal Listing of Bids received will be posted on the City's [website](#) within forty-eight (48) hours of opening. [Click here](#) for a direct link.

## **Award**

Contract shall be awarded to the best qualified, and lowest responsive and responsible bidder. In determining the best qualified, responsive and responsible bidder, in addition to bid price, 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 must be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 2:00 PM EST (local time), Thursday, July 14, 2022.

Answers to questions or Addenda will be published on the City's [website](#) as an Addendum no later than 2:00 PM EST (local time), Tuesday, July 19, 2022.

Please note - if you do not receive confirmation 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: **East Bay Park-Boat Landing Improvements**

**Schedule of Events**

<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1. Request for Bid (RFB) Release Date	Wednesday, June 22, 2022	
2. Deadline for written questions. Email to <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Thursday, July 14, 2022	2: 00 PM
3. Deadline for addendum or answer(s) to be posted on the City’s <a href="http://www.georgetownsc.gov">website</a> , <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Tuesday, July 19, 2022	2:00 PM
4. Bid Opening Date	Tuesday, July 26, 2022	2: 00 PM
5. Bid Approval By City Council (Tentative)	Thursday, August 18, 2022	
6. Construction Start (Tentative)	September 2022	
7. Construction Finish (Tentative)	January 2023	

When the Procurement Division is closed due to force majeure, proposal openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding proposal 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 RFB 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 contractors 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, missing information, or to make substantive revisions to the original proposal

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 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.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a proposal 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 bid price shall be valid for a period of 60 calendar days from the date of bid opening.

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 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](#).

It is the sole responsibility of the bidder to have their proposals delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting

proposals electronically. It is the sole responsibility of the bidder to confirm that their proposal was submitted on time, and that their PDF file/files are not corrupt.

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

1. **Submit bid proposal electronically through the City's website.** Submittal package must include all of the following items. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:
  1. Complete Bid Form – Exhibit A
  2. Complete Initialed copy of this RFB document - (Place responsible person's initial's on each page)
  3. Complete Mandatory Vendor Submittal Form – Local Vendor Preference Option (See page 12)
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 proposal, failing to acknowledge addenda, or not submitting the Local Vendor Preference Option Form, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all proposers correct the minor informality or irregularity within the same specified time.
3. Electronic bid proposal must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Bids will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>. No bid will be accepted after such time. **It is the sole responsibility of the bidder to have their bids delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting bids electronically. It is the sole responsibility of the bidder to confirm that their bid was submitted on time, and that their PDF file/files are not corrupt.** 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.
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 bid.
5. 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.
6. 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.

7. 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.

8. 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.
9. 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.
10. 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.
11. Insurance Provisions - The selected bidder 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 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

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 - [cmcdaniel@georgetownsc.gov](mailto:cmcdaniel@georgetownsc.gov)
- 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:

12. 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.
13. 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.
14. 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 the Finance Department at 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.
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).
16. Bid Security and Payment and Performance Bonds – Bid, payment, and performance bonds are required for projects valued at \$100,000 or more.



**MANDATORY VENDOR SUBMITTAL FORM**

The City's Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City's website at: <https://www.georgetownsc.gov/wpfb-file/procurement>:

SECTION 2-185 COMPETITIVE SEALED BIDDING LOCAL VENDOR PREFERENCE

I certify that [Company Name] \_\_\_\_\_  
is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

I certify that [Company Name] \_\_\_\_\_  
is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_  
Signature of Company Officer

(X) \_\_\_\_\_  
Date

## **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 - 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 specification become the property of the City and will not be returned to the bidder.
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 bidder.
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 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 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 business licenses **prior to work commencing**. Contact the Finance Department at 843.545.4007, for business license information. These expenses shall be included in the total bid cost.
20. Bid 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. The City, at its option, may require bid bonds on construction contracts under one hundred thousand dollars (\$100,000) when the circumstances warrant.
- 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 one hundred thousand dollars (\$100,000). Bid security shall be a legitimate bid bond provided by a surety company authorized to do business in South Carolina, Noncompliance with this provision mandates that the City reject the bid.
- Payment and 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.

**Exhibits Available**

- Exhibit A-Bid Form
- Exhibit B-Site Map
- Exhibit C-Photos
- Exhibit D-Cable railing sample