

REQUEST FOR QUOTES NO. 2019-5111-4203-40

SPECIFICATIONS FOR BUSH HOGGING AND SIDE ARM MOWING AT ASHLEY RIVER PARK SITE

Scope of Work

The Contractor shall furnish all labor, tools, materials, equipment, and supervision necessary for the following:

- 1) Bush hogging on an as-requested basis for the Ashley River Park Site roads, meadows, and pond banks. A side-arm mower or similar will likely be needed for pond bank mowing.
- 2) The total area is estimated to be 7.5 acres. During and immediately after rainy periods, portions of the mowing area will be inaccessible due to standing water and mud. Should a significant portion of the site be inaccessible during a mowing, Dorchester County and Contractor shall negotiate a fee deduction prior to the work taking place.
- 3) A minimum of 2 mowings are anticipated with a maximum of 6 mowings possible yearly.

Time of Completion

Work will be completed on an on-call basis. Agreement requires Contractor to complete the job within 14 calendar days of request.

Contract Document

The successful Offeror shall be required to execute a formal contract within Five (5) Business Days after award notification. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment B, Sample Contract. The only anticipated changes in Attachment B, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Offeror, and terms relating to compensation, or to revise the contract to accommodate corrections or change orders. **Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment B, Sample Contract, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment B, Sample Contract, before submitting a quote. Again, Attachment B, Sample Contract, contains important legal provisions and is considered part and parcel of this solicitation. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued and award the Contract to another Bidder.

Term of Contract

The Contractor shall commence work the week of May 6th, 2019. The Contract shall remain in force for one year from date of execution, with the option to renew annually for up to four additional one-year terms. The contract can be terminated by either party with a 30-day written notice.

Damage of Property

Any damage to Dorchester County property or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair not be instituted soon enough, or satisfactorily in the opinion of Dorchester County, County reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. The Contractor shall rent equipment as needed to cover any equipment breakdowns.

Pricing

Offeror will provide a unit price (single mowing) quote for the work at the Ashley River Park Site.

Payment

Contractor shall invoice Dorchester County after completion of each mowing. Payment will be made within thirty (30) days from the date of invoice approval.

Location of Work

Ashley River Park Site at Bacons Bridge: 200 Renken Rd., Summerville, SC 29485

Attachment A, Map, designates in yellow the areas of the property on which work is to be performed. Contractor to confirm acreage and condition of areas to be mowed through onsite visit.

Notification

The contractor will provide notification to Dorchester County of any accidents, injuries, or complaints by the public to allow the department to investigate these matters.

Business Licensing

The Contractor must possess a valid Dorchester County business license.

Insurance Requirements

The Contractor must meet or exceed the insurance requirements of Dorchester County (see Attachment B, Sample Contract).

Quotes must be received by 5:00 PM on Monday, April 29, 2019. They can be emailed to edavis@dorchestercountysc.gov or mailed to the attention of Eric Davis at 200 Johnston St., St. George, SC 29477. They can also be submitted electronically to the online solicitation. Please contact Eric Davis with any questions and to schedule a site visit (843-412-9246).

ATTACHMENT A

MAP

RP Bush i ea (7.5 ac. app x)



ATTACHMENT B

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

CONTRACT
Ashley River Park Site
Bush Hogging and Side-Arm Mowing

THIS CONTRACT (“Contract”) entered into this ____day of (Month) 2019 between the **COUNTY OF DORCHESTER**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (“County”), and _____, the address of which is _____ (“Contractor”), (“Party” as to each; collectively the “Parties”).

WHEREAS, THE County wishes to contract for Bush Hogging and Side-Arm Mowing at the Dorchester County Ashley River Park Site (“Work”); and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

WHEREAS, the County has relied upon the above representations by Contractor,

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, it is agreed by and between the Parties as follows:

SECTION ONE
SCOPE OF SERVICES

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work, as described in Request for Quotes No. 2019-5111-4203-40 in a timely, workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

SECTION TWO
CONTRACT PRICE: PAYMENT TERMS

Contractor shall be compensated based upon the following fees:

\$_____/visit

Contractor shall invoice County after completion of each mowing. Payment for services rendered shall be made based on valid and approved invoices. All such invoices will be paid within 30 days by the County unless any items thereon are questioned within 14 days of receipt of invoice, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. If payment is not received for any unquestioned invoices, Contract may cease work until payment is made.

Invoices shall be submitted to the following address:

Dorchester County Parks and Recreation
Attn: Mr. Eric Davis
200 Johnston Street
St. George, South Carolina 29477

SECTION THREE
TIME: TERM OF CONTRACT

The County hereby agrees with the Contractor to provide those services specified herein for a period beginning May 13, 2019 and ending May 13, 2020. The County reserves the right to extend this Contract for up to four additional one-year terms.

Any request for a price increase must be made at least ninety (90) calendar days prior to the anniversary date of the Contract, or sooner if so requested by the County. Any request will be evaluated prior to exercising the option to extend.

SECTION FOUR
INSURANCE REQUIRMENTS

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the Contract period; for occurrence policies.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile

Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

D. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

E. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

F. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either;

the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager or Procurement Director.

SECTION FIVE INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Contractor for work and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION SIX INSPECTION AND ACCEPTANCE

All Work shall be subject to inspection by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SEVEN ADDITIONAL SERVICES OUTSIDE THE SCOPE OF SERVICES

County will be charged for any additional service requested that are not outlined in the Scope of Work section of this Contract. Charges for additional services shall be agreed upon in writing prior to the commencement of any additional services.

SECTION EIGHT
DURATION OF SERVICES

I understand that this Contract shall commence on May 13, 2019, and continue in full force and effect thereafter for one full year or until it is terminated by either party. Either party may terminate Contract by providing thirty (30) calendar days written notice.

SECTION NINE
CLEANUP WORK AND REPAIR OF DAMAGES

During the performance of the Work, the Contractor shall continuously keep the work sites and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

SECTION TEN
DEFINITIONS

Litter - rubbish such as wastepaper, cans, and bottles discarded in an open or public place as to be a nuisance or health concern.

Debris - scattered remains of something destroyed.

Trash - worthless or discarded material or objects.

Unique, large, or hazardous items such as furniture, household items, building materials, car parts, and chemical products left in the area are beyond the scope of the Contract. The Contractor shall be staged in a safe area of the property and shall notify County within 24 hours. Removal and associated costs will be discussed with the County.

SECTION ELEVEN
ADVERSE WEATHER

There may be instances when weather conditions keep Contractor from performing services. Contractor will make every effort possible to complete services in a timely manner. Contractor shall not be liable for any damage due to acts of nature. In the event of such cases (i.e. severe winds, named storms, hurricane, tornado, etc.), Contractor agrees to remove debris, at an extra charge agreed upon between County and Contractor.

SECTION TWELVE
CONTROLLING LAW

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, First Judicial Circuit, Dorchester County or the Dorchester County Magistrates Court.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION FOURTEEN
SEVERANCE

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION FIFTEEN
NON-WAIVER

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

SECTION SIXTEEN
SUSPENSION OF WORK

The County may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

When the County orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

SECTION SEVENTEEN
SAFETY, HEALTH, AND SECURITY PRECAUTIONS

The Contractor shall take proper safety, health, and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract.

(Signature block below)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

CONTRACTOR

DORCHESTER COUNTY

Name:

Jason L. Ward

Title:

County Administrator

Attest:

Attest:

1) _____

1) _____

2) _____

2) _____