

INVITATION FOR BIDS
to
TOWN OF SEABROOK ISLAND

NO. 2018-02

Sealed bids by licensed contractors will be received by the Town of Seabrook Island on the Due Date indicated below for all labor, equipment and materials to provide debris management services.

A bid package, consisting of (1) General Terms and Conditions, (2) Special Terms and Conditions, (3) Scope of Services, (4) Form of Contract, (5) Insurance Requirements and (6) Non-Collusion Oath, may be obtained at the Seabrook Island Town Hall during normal business hours. Except as otherwise specifically noted, the entire bid package must be used in preparing bids.

Date: April 02, 2018

Solicitation Number: 2018-02

Description of Services: The Town of Seabrook Island is inviting proposals from qualified firms to provide all labor, equipment and material for clean-up and removal of debris generated by a disaster event.

Bid Security Is Not Required

Pre-Bid Conference: April 20, 2018, 3:00 PM

Due Date For Bid: April 30, 2018, 3:00 PM

Date For Bid Opening: May 1, 2018, 3:00 PM

Location: Office of Town Administrator
Town of Seabrook Island, SC
2001 Seabrook Island Road
Seabrook Island, SC 29455

INVITATION FOR BIDS
GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. There is no standard form of Bid. Bids must be typewritten or computer-generated. The information contained in the Bid should include, but is not limited to: (i) the (a) official name of the individual, firm, or corporation under which the business is conducted, (b) mail address, (c) email address and (d) telephone number of all legal entities which will participate in the provision of goods or services (hereinafter "Bidder(s)"), (ii) the form of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, (iii) all affiliations, parent-subsidiary relationships and corporate identities including the names of the principals of such legal entity must be fully disclosed and explained, (iv) a straight forward, concise description of Bidder's ability to satisfy the requirements of this Invitation For Bids (hereinafter "IFB"), (v) an acknowledgement of receipt of the entire Bid Package and (vi) a schedule of fees Bidder will charge for the goods or services provided.

All Bids must include the IFB solicitation number and must be signed by an official authorized to bind the Bidder.

- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to the Office of the Town Administrator, Town of Seabrook Island (hereinafter "Town") at 2001 Seabrook Island Road, Seabrook Island, South Carolina 29455. Each sealed envelope containing a bid shall be marked on the outside with the Bidders' complete name, address, bid number, description of services requested by this IFB (viz., debris management services), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the "Opening" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders should familiarize themselves with the Town and the potential scope(s) of work before submission of a response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary

examinations and investigations will be accepted as an excuse for a failure or omission on the part of Successful Proposer(s), in every detail, all of the requirements in the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

- F. Bidders shall promptly notify the Town's Town Administrator in writing not later than the last date and time for the Pre-Bid Conference, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- G. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Office of the Town Administrator no later than the last date and time for Pre-Bid Conference.
- H. Any interpretation, correction or change of the IFB documents will be made by addendum.
- I. No substitutions will be considered after the contract award except by amendment or change order.
- J. The Town seeks a single, qualified company to be responsible for the provision of services described herein (hereinafter "Services") (although the Town reserves the option to award portions of the project to multiple bidders if such is to the advantage of the Town). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the Town.
- K. The following are included in the Bid Package:
 - Attachment A: Special Instructions / Terms and Conditions
 - Exhibit A-1 Fee Schedule
 - Attachment B: Scope of Services/Specifications
 - Attachment C: Sample Contract
 - Attachment D: Insurance Requirements
 - Attachment E: Non Collusion Oath

2. NON-COLLUSION OATH

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided in Attachment E.

3. BIDDER REPRESENTATIONS

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that its bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Services is to be performed, and has correlated personal observations with the requirements of the proposed contract documents.
- C. The bid is based on the terms, materials, and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the services required under this IFB and, if awarded the contract, will do so in a professional, timely manner using Bidder's best skill and attention.
- E. If Bidder is awarded the contract, it will execute the formal contract called for herein.
- F. If Bidder is awarded the contract, Bidder agrees that (i) it will provide the insurance coverage as required in Attachment D, Insurance Requirements, and (ii) if the Services or any part thereof is not completed within the required time period, the Bidder will be liable for all damages in accordance with the terms of the formal contract.
- G. Bidder's staff is knowledgeable about and experienced in performing the Services required in this IFP, and Bidder warrants that it will use its best skill and attention to provide the Services in a professional and timely manner.

4. BIDDER'S QUALIFICATIONS

Bidder shall provide documentation of the firm's qualifications to perform the work, including:

- A. Historical background and experience with emergency response and emergency debris management projects, including a list of similar projects completed with municipalities in the past seven (7) years. The description of each project should include dates of work, location, scope of work performed, and the value of the services in total billings.
- B. Listing of the name, title, position, description of duties, and resume for each key individual who will have a management or senior position in performing the services
- C. Firm's experience and success in completing similar projects within the last seven (7) years in coordination with Federal, State, and Local agencies,

- including the coordination of FEMA requirements and project management with similar State and Local agencies
- D. Detailed description of the experience and success in filing and receiving Federal and State reimbursements for similar projects, including the preparation and submission of all required documents and forms
 - E. Listing of at least five (5) references from municipal clients with knowledge of contract performance. Provide name, title, and phone number(s) of senior management individual(s) for each reference, and a description of the contract services, and dates of services performed.
 - F. Company safety record including the dates and details of accidents, injuries, and property damage within the past seven (7) years, including a detailed description of all fines and penalties imposed on the firm during the last seven (7) years, including (i) a description of the basis therefore, (ii) the date thereof, and the amount of fine or penalty.
 - G. Copies (audited, if available) of the Firm's income statements and balance sheets for the most recent three (3) fiscal years.

5. OPERATIONAL PLAN

Bidder shall provide a narrative outlining the approach to the Scope of Services and proposed plan for providing the services, including:

- A. Planning efforts to respond to an emergency event, including staging area for equipment
- B. Response timeline upon notification to proceed by Town, including timeframe to mobilize equipment and personnel and begin work
- C. Staffing plan, including staff augmentation in response to changing conditions and scope, and number of planned full-time employees and temporary employees, and a listing by name, function, and years of experience and general qualifications of supervisors to be deployed to Town
- D. Project management and chain of command for response team, including communication with Town representatives for status updates
- E. Coordination with Federal, State, and County agencies and requirements
- F. Equipment plan, including a listing of the equipment proposed for use (separately categorized by equipment owned, leased, rented, and subcontracted)
- G. Subcontracting plan, including proposed names, background, and contact information for each subcontractor planned for any part of the Scope of Services
- H. Insurance policies for the firm and any proposed subcontractors, including limits, deductibles, and relevant exclusions, if any

6. RESOURCE AVAILABILITY

Provide the availability of the resources proposed for the Town during a local, regional, or multiple State emergency event, including:

- A. Listing of all current contracts in place for emergency response and/or emergency debris removal, the geographic location of the services to be performed under each contract, and the current end date for each contract
- B. Other proposals submitted for consideration but not yet awarded
- C. Listing of all contracts executed in the immediate seven (7) year period that were prematurely terminated by either contract party before the end of the contract term, and the reason for termination
- D. Narrative of any organizational changes in last seven (7) years, including mergers, acquisitions, consolidations, downsizing, and bankruptcy filings. Include a disclosure of any lawsuits, judgments, penalties, fines, violations, or convictions associated with the firm or its personnel in the past seven (7) years.

As applicable, Contractor shall ensure that staff have vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals to work extended hours and up to seven days per week. In addition, where required, staff shall be equipped with state-of-the-art technology, which include digital cameras, laptop computers, and field communication devices.

7. AWARD OF CONTRACT

- A. Award of the contract will be made consistent with the criteria in the Town's ordinance, to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the Town, price and other factors considered.
- B. The Town reserves the right to (1) reject any or all bids and any part of a bid; (2) waive informalities, technical defects, and minor irregularities in bids received not involving price; and (3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

8. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written notice of award (hereinafter, "Notice of Award") of the contract. The successful Bidder shall not undertake any Services, and the Town will not be responsible for payment for any Services whatsoever undertaken by successful Bidder prior to issuance of the notice to proceed (hereinafter, "Notice to Proceed".)

The successful Bidder shall be required to submit acceptable insurance certificate(s) and endorsement(s) within five (5) business days after the issuance of the Notice of Award.

9. CONTRACT DOCUMENT

The successful Bidder shall be required to execute a formal contract (the "Contract") within five (5) business days after issuance of a Notice of Award. It is anticipated that

the Contract shall be virtually identical in substance and form to the Sample Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes from Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of Services, or changes pursuant to addenda issued prior to the bid opening.

Bidders should raise any questions regarding the terms of the Contract, or submit the specific language of any requested change to the terms and conditions of the Contract, together with their submitted bid. Any suggested change to the Contract language may affect the Town's consideration of the Bid. No changes to the Contract will be considered after the bid has been accepted.

Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a bid. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the Town to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

If Bidder generally uses an industry standard form of contract, in lieu of submitting requested changes to the Contract, a copy of the industry standard form of contract proposed by the Bidder should be submitted to the Town in electronic format no later than five (5) business days in advance of the Due Date for Bids.

10. NOTICE TO PROCEED

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the Town as well as other submittals specified herein and in the Contract as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Town Administrator.

11. STATE AND LOCAL TAXES

Except as otherwise specifically provided for in the Contract, all costs and fees shall *include* all state and local taxes applicable to the Services provided.

The successful Bidder shall calculate that portion of the fees charged under the Contract which is subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by successful Bidder. If the successful Bidder is a non-South Carolina

company, the Town will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

12. PERMITS AND LICENSES

The successful Bidder, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the Services. Prior to execution of a contract, the successful Bidder and subcontractor may be required to provide a copy of its current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

13. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the Services to be done by each subcontractor.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Town Administrator.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any Contract resulting from this IFB shall create any contractual relationship between any subcontractor and the Town.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

14. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Attachment D Insurance Requirements) incorporated herein by reference. The Town shall not execute the Contract until the successful Bidder has submitted acceptable Insurance certificate(s) and endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such insurance certificate(s) and endorsement(s) shall constitute grounds for the Town to revoke its Notice of Award, forfeit bid security, and award the Contract to another Bidder. The Town may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to the Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

Faxed Insurance certificate(s) and endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The Town must be advised immediately of any lapse or changes in required coverage.

15. Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the Town, the successful Bidder shall expressly agree to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The successful Bidder shall expressly agree that to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the successful Bidder and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, to indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of the Contract to be entered into by the parties. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the successful Bidder's employees and any person, directly or indirectly employed by the Successful Bidder (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice of a claim for which the Town seeks indemnification by Bidder, the

successful Bidder shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of the Contract resulting from this IFB. The limits of insurance required in such Contract shall not limit the successful Bidder's obligation of indemnification. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

16. MATERIALS AND WORKMANSHIP

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies incorporated in the Services and covered by the IFP and provided by the successful Bidder are to be of the most suitable grade for the purposes intended. When requested, the successful Bidder shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services. Machinery, equipment and materials installed and / or used without the Town's prior approval shall be at risk of rejection.

17. SECURITY REQUIRED

Purchases and/or contracts exceeding \$10,000 shall be made in accordance with the competitive bidding procedures set forth in the Town's ordinances, including the requirements for Bid security. Bid deposits may be waived provided notice of such is given by the Town when Bids are solicited.

18. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this IFP that is deemed privileged and confidential by the Bidder and is so marked in a conspicuous manner will not be disclosed. It is therefore the responsibility of each Bidder to mark as "CONFIDENTIAL" each specific part of the proposal that it considers to be proprietary and confidential.

19. NON DISCRIMINATION

The successful Bidder shall not discriminate against any individual based upon age, sex, race, disability or religion, and shall abide by the requirements set forth in Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause

20. DRUG FREE WORKPLACE

The successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et. seq., South Carolina Code of Laws, as amended.

21. INCORPORATION BY REFERENCE

The contents of this IFB, and any addenda will become part of the Contract for the Services.

ATTACHMENT A

SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS

INVITATION FOR BID SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS

1. **PRE-BID CONFERENCE:**

Interested Bidders are requested to attend a *NON-MANDATORY* pre-bid conference on April 20, 2018 at 3:00 PM., at the Seabrook Island Town Hall.

2. **BID SUBMITTAL DEADLINE:**

Bids will be received until **3:00 p.m., on April 30, 2018 (as indicated on the official clock in the office of the Town Administrator)** after which time bids will be publicly open and read on the date specified in the IFB. Bidders are invited to attend the opening of this bid at the time stated above.

3. **ADDITIONAL INFORMATION INQUIRIES**

Questions or clarifications concerning this IFB should *only* be directed to:

Joseph Cronin
Town Administrator
Town of Seabrook Island
2001 Seabrook Island Road
Seabrook Island, SC 29455
843-768-9121
Email: jcronin@townofseabrookisland.org

The deadline for the submittal of questions or requests for clarification is 3:00 P.M. on April 20, 2018.

4. **TERM OF AGREEMENT**

A three (3) years contract is contemplated with the right of the Town to extend the initial term for two one year periods for the same scope of services and subject to the same terms and conditions.

5. **QUALIFICATIONS AND EXPERIENCE**

The Bidder should state the size of the firm, the location of the office from which the

Services is to be performed and the number and qualification of the staff to be employed in performance of the Services. The Bidder should identify the principal supervisor and management staff who would be assigned to the Services and indicate any special skills, education, training and experience that would be applicable to the Services. List other related contracts performed in the last three (3) years similar to the proposed Services covered by this IFB. Indicate the date, the name and telephone number of the principal contact.

6. **DEBRIS MONITOR**

In the event the Town issues a Notice to Proceed, it is contemplated that the Town will engage the services of a debris monitor for purposes of documenting aspects of debris removal services for which the Town may seek reimbursement from Federal and State agencies, including without limitation the Federal Emergency Management Administration. Bidders will be required to cooperate with the Town's debris monitor service providers to support the creation of documentation for purposes of such reimbursement.

7. **COST PROPOSAL**

Bidders shall provide the proposed costs following the Fee Schedule for the services of Exhibit A-1.

Exhibit A-1

FEE SCHEDULE

All costs and fees shall include any and all applicable taxes.

I.	FEE SCHEDULE FOR INITIAL 70 HOURS ROADWAY DEBRIS CLEARANCE	Proposed Mobilization / Demobilization Fee per item	Proposed Hourly Fee per item
A.	PERSONNEL		
	Supervisor	\$	\$
	Foreman	\$	\$
	Equipment Operator	\$	\$
	Laborer	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
	Other:	\$	\$
B.	EQUIPMENT LIST		
	<i>Description Make/Model</i>		
	1.	\$	\$
	2.	\$	\$
	3.	\$	\$
	4.	\$	\$
	5.	\$	\$
	6.	\$	\$
	7.	\$	\$
	8.	\$	\$
	9.	\$	\$
	10.	\$	\$
	11.	\$	\$
	12.	\$	\$
	13.	\$	\$
	14.	\$	\$
	15.	\$	\$
	16.	\$	\$
	17.	\$	\$
	18.	\$	\$
	19.	\$	\$
	20.	\$	\$

Exhibit A-1

II.	FEE SCHEDULE FOR DEBRIS REMOVAL AND DISPOSAL	Unit of Measure	Proposed Fee
A.	Validated load of vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site		
	Mileage (includes round-trip): Miles	Cubic yard	\$
	0-20		
	21-40 Miles	Cubic yard	\$
	41-70 Miles	Cubic yard	\$
	71-100 Miles	Cubic yard	\$
	101-140 Miles	Cubic yard	\$
B.	Validated load of construction and demolition storm debris picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site		
	Mileage (includes round-trip): Miles	Cubic yard	\$
	0-20 Miles		
	21-40 Miles	Cubic yard	\$
	41-70 Miles	Cubic yard	\$
	71-100 Miles	Cubic yard	\$
	101-140 Miles	Cubic yard	\$
C.	Validated load of hazardous materials picked up at the designated work zone, hauled to and dumped at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site		
	Mileage (includes round-trip): Miles	Cubic yard	\$
	0-20		
	21-40 Miles	Cubic yard	\$
	41-70 Miles	Cubic yard	\$
	71-100 Miles	Cubic yard	\$
	101-140 Miles	Cubic yard	\$
D.	Management of the TDSRS. Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; maintenance of internal roadways; providing traffic control, dust control, erosion control, sufficient number of stable, roofed inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; and Closure and remediation of the TDSRS to original condition	Lump Sum	\$
E.	Chipping or grinding of debris, including all equipment, fuel, and labor to offload, segregate, process, load reduced debris onto trucks and initiate load tickets for final disposition	Cubic yard	\$
F.	Burning of debris, including all equipment, fuel, and labor to offload, segregate, process, load reduced debris onto trucks and initiate load tickets for final disposition	Cubic yard	\$
G.	Validated load of processed vegetative storm debris picked up and hauled from the TDSRS to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.		

Exhibit A-1

	Mileage (includes round-trip): Miles	0-20	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
H.	Validated load of construction and demolition storm debris picked up and hauled from the TDSRS to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
I.	Validated load of hazardous materials picked up and hauled from the TDSRS for to a Charleston County approved recycling facility or disposal site for final disposition. Does not include tipping fees.			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
J.	Tipping fees/disposal costs must be pre-approved in writing by the Town of Seabrook Island, shall be paid by Contractor to the recycling or disposal facility, and actual incurred cost shall be invoiced to the Town of Seabrook Island for reimbursement			Reimbursed at actual cost
K.	Dead Animal Carcasses – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall collect and haul dead animal carcasses and deliver to a Charleston County approved Temporary Disposal Storage and Reduction Site (TDSRS) or disposal facility			
	Mileage (includes round-trip):	0-20 Miles	Cubic yard	\$
		21-40 Miles	Cubic yard	\$
		41-70 Miles	Cubic yard	\$
		71-100 Miles	Cubic yard	\$
		101-140 Miles	Cubic yard	\$
L.	Hazardous trees and limbs – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall remove storm-damaged trees (“Leaners”) or limbs (“Hangers”) that are determined to pose a threat to public safety. Debris from the hazardous trees and limbs will be staged by the right-of-way for collection. Loading and hauling of this debris will be included in the costs for item II A, if directed by the Town of Seabrook Island. Trees will be measured two (2’) feet from the ground.			
	Limbs 0 – 10 feet above ground		Each Limb	\$
	Limbs over 10 feet above ground		Each Limb	\$
	Trees up to 12” diameter		Each Tree	\$
	Trees 13” - 24” diameter		Each Tree	\$
	Trees 25” - 48” diameter		Each Tree	\$

Exhibit A-1

	Trees greater than 48" diameter	Each Tree	\$
M.	Hazardous stumps – As directed in writing by the Town of Seabrook Island, the Contractor shall remove stumps, including hauling and dumping at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site. Stumps will be measured two (2') feet from the ground.		
	Stumps 25" to 48" diameter	Per Stump	\$
	Stumps 49" – 72" diameter	Per Stump	\$
	Stumps greater than 72" diameter	Per Stump	\$
N.	Fill Dirt – As identified and directed in writing by the Town of Seabrook Island, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	Cubic yard	\$
O.	Sand Screening – The Contractor shall remove and screen all sand on roads and rights-of-way as directed in writing by the Town of Seabrook Island to remove eligible debris deposited as a result of a natural or man-made disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible debris removed from the sand shall be collected, hauled, and delivered to a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site.	Cubic yard	\$
P.	White Goods – The Contractor shall pick-up white goods at the designated work zone as directed in writing by the Town of Seabrook Island, haul to and dump at a Charleston County approved Temporary Debris Storage and Reduction Site (TDSRS) or recycling facility or disposal site. The Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws.		
	Mileage (includes round-trip):		
	0-20 Miles	Cubic yard	\$
	21-40 Miles	Cubic yard	\$
	41-70 Miles	Cubic yard	\$
	71-100 Miles	Cubic yard	\$
	101-140 Miles	Cubic yard	\$
Q.	Freon Recovery – The Contractor shall remove and recover all Freon from any white goods, such as refrigerators, freezers, or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws.	Per pound of Freon recovered	\$

III.	FEE SCHEDULE FOR OPTIONAL SERVICES	<i>Contractor shall bid each optional service listed</i>	
A.	Temporary office space – The Contractor shall provide a separate, detailed cost proposal with fee schedule for temporary office space for up to 12 people with meeting room and full HVAC, and with options for Contractor provided electricity (i.e., generator), telephone and internet service, furniture, computers, and phones.	Contractor to provide separate fee schedule as Attachment B	

Exhibit A-1

B.	Training and Assistance – The Contractor shall provide a separate, detailed cost proposal with fee schedule to conduct one training session per year at Town Hall for the staff and Town Council of the Town of Seabrook Island using a syllabus developed by the Contractor, annual visit to the TDSRS, and to provide assistance to the Town as requested with all disaster debris and emergency response and recovery planning efforts.	Contractor to provide separate fee schedule as Attachment C
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IV.	ADDITIONAL SERVICES PROVIDED AT NO COST	<i>Contractor shall provide each service listed.</i>
A.	Preliminary Damage Assessment – The Contractor shall provide assistance to the Town of Seabrook Island in performing a Preliminary Damage Assessment as defined and required by Federal, State, and County rules, regulations, and guidance, to determine the impact and magnitude of a disaster event.	No Additional Cost
B.	Temporary Storage of Documents – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	No Additional Cost
C.	Reporting and Documentation – The Contractor shall provide and submit to the Town of Seabrook Island all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with Federal, State, and County requirements.	No Additional Cost

ATTACHMENT B

SCOPE OF SERVICES

1. OVERVIEW

The Town of Seabrook Island is a coastal residential community of approximately 6 square miles located in Charleston County, South Carolina. The Town is seeking proposals from qualified and experienced emergency debris management firms (the "Contractor" or "Proposer") who will be in a position to provide timely response following a natural disaster or other event that generates debris within the Town. Services may include, but are not limited to, clearing debris from roads and rights-of-way, debris clean-up, separation, removal, processing, and disposal, sand/soil/mud removal from roads and rights-of-way, temporary office space for Town functions, project management assistance, and other services as directed by the Town to eliminate immediate threats to public health and safety and/or threats of significant damage to public or private property.

2. DEBRIS REMOVAL

The Contractor shall provide all labor and equipment for debris collection and removal activities including, but not limited to:

- A. Emergency Road Clearance – including cut, toss, and push operations to clear debris from primary roads as directed by the Town.[This portion of the Scope of Services may be limited to the first seventy (70) hours after an emergency event unless otherwise directed by the Town in writing.]
- B. Debris Removal – including the collection and transportation of debris on roads and rights-of-way identified by the Town. Transportation shall be to a designated Temporary Debris Storage and Reduction Site, recycling facility, or disposal site approved in writing by Charleston County and the Town.
- C. Debris Processing – including the segregation and reduction of all collected debris at an approved Temporary Debris Storage and Reduction Site.
- D. Debris Disposal – including the collection, transportation, and disposal at a facility or facilities permitted and approved for these purposes in writing by the State of South Carolina, Charleston County, and the Town.

Debris clearance, removal, processing, and disposal activities will be monitored by the

Town and/or a third-party contractor. The Contractor shall use mechanical equipment to load and reasonably compact debris into trucks and trailers. All debris clearance, removal, processing, and disposal activities shall be documented by the Contractor, and verified by the Town and/or third-party monitoring contractor, using standardized daily reports, load tickets, or other written documentation acceptable to the Town, County, State, and/or Federal agencies.

3. **SAND/MUD/SOIL CLEARANCE AND REMOVAL**

The Contractor shall provide sand/mud/soil collection and removal activities, including, but not limited to:

- A. Emergency Road Clearance – including push operations to clear sand, mud, and/or soil from primary roads as directed by the Town. This portion of the Scope of Services may be limited to the first seventy (70) hours after an emergency event unless otherwise directed by the Town in writing.
- B. Sand/Mud/Soil Removal – including the collection, transportation, processing, and disposal of sand, mud, and/or soil from roads and rights-of-way identified by the Town. Processing and disposal shall be performed in a manner prescribed by Federal, State, and County laws, requirements, and guidance, and approved in writing by the Town.

4. **TEMPORARY OFFICE SPACE**

If requested to do so by the Town, the Contractor shall provide temporary office space for the Town's use in the form of trailer(s), modular units, and other temporary facilities as requested and approved in writing by the Town. The Contractor shall provide electrical power, telephone, and internet connections to the temporary office space either through local utilities, if available, or by generator, satellite, or other means independent of local utilities. The Contractor shall provide furniture, workspace, meeting space, computers, telephones, and other office equipment as requested by the Town to be included within the temporary office space.

5. **PROJECT MANAGEMENT**

The Contractor shall provide administrative and support services to support and fulfill all applicable Federal, State, and County requirements in conjunction with the work. These services include, but are not limited to, damage assessment, reporting, documentation, Federal and State reimbursement efforts, and other technical assistance relating to the response and recovery of an emergency event.

The response of the Contractor to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports, and submittals to assure that the Town shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state, and private

agencies. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through issuance of a written Work Order.

ATTACHMENT C

FORM OF CONTRACT

STATE OF SOUTH CAROLINA)
)
)
Town of Seabrook Island)

CONTRACT
No. [REDACTED]

THIS STAND-BY CONTRACT (hereinafter the "Contract") is made and entered into this ____ day of (Month) 20__ ("Effective Date") by and between the **TOWN OF SEABROOK ISLAND**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "Town") and (**NAME OF COMPANY/INDIVIDUAL**), a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS, the Town may require the services of a qualified general contractor to remove, reduce, and dispose of debris generated by occurrence of a disaster event, and other services to facilitate continued conduct of operations by the Town ("Services") more specifically described in Exhibit C– Scope of Services; and

WHEREAS, the Contractor has represented to the Town that it is qualified to provide the Services required, and to perform this Contract in a professional and timely manner; and

WHEREAS, the Town has relied upon the above representations by Contractor;

NOW, THEREFORE, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereby agree as follows:

SECTION ONE
Contract Documents

The Parties agree that the term "Contract Documents" shall include the following, which are attached hereto and incorporated herein by reference as if set out in full:

- Exhibit A: Invitation for Bids (IFB) No. 2018-NN
- Exhibit B: IFB No. 2018-NN – Invitation for Bids General Terms and Conditions
- Exhibit C: IFB No. 2018-NN – Scope of Services
- Exhibit D: IFB No. 2018-NN – Fee Schedule
- Exhibit E: IFB No. 2018-NN – Insurance Requirements
- Exhibit F: Contractor’s Insurance certificate(s) and endorsement(s)

SECTION TWO
Performance of Services

The Town may, following a disaster event, activate this Contract by issuing a Notice to Proceed to the Contractor. The Town will specifically authorize those Services of Exhibit C to be performed by Contractor. Contractor shall commence authorized Services within twenty-four (24) hours of the Town's authorization. The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Services required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

SECTION THREE

Compensation

The Town agrees to pay Contractor in accordance with Fee Schedule, Exhibit D for the performance of the Services described in this Contract, plus all reasonable expenses necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein. For any element of debris management, infrastructure restoration, or other related emergency or disaster event response work not specified in the Scope of Work, compensation may be negotiated as a time and material, lump sum, unit price or not-to-exceed amount. The Contractor shall submit monthly invoices to the Town for Services rendered during the immediately preceding month. Invoices submitted by Contractor shall reference the specific authorizations by the Town.

SECTION FOUR

Time: Term of Contract

The term of this Contract shall be three (3) years unless terminated as provided herein. The Town reserves the right to extend this Contract for two (2) additional one (1) year periods at the same terms and conditions.. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary of the Effective Date. Any requested price increase will be evaluated prior to exercising the right to extend the term. The Town will be the sole judge as to whether any price increase will be approved.

The Contractor expressly acknowledges that time is of the essence in completion of Services under this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits subject only to delays for which notice is given as provided under the Force Majeure provision hereof. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

SECTION FIVE

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance which meets all of the requirements set forth in Exhibit E – Insurance Requirements,

and as included in Exhibit F, Insurance Certificate(s) and Endorsement(s), which are attached hereto and incorporated by reference. The Town may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the 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 Town must be advised immediately of any lapse or reduction in Contractor's coverages required hereunder.

SECTION SIX

Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the provision of Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance as set forth in this Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws, 1976, as amended, and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold Town harmless and indemnify same in the event of non-compliance.

SECTION SEVEN

Contractor's Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to

provide above described Services in a professional, timely manner. The Contractor is fully qualified to act as the general contractor for the required Services and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Services. The Contractor is familiar with the site at which the Services are to be performed.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Services itself. The Town Administrator may, in writing, require the Contractor to remove from the work site any employee or subcontractor the Town Administrator deems incompetent, careless or otherwise objectionable.

If equipment, materials and supplies are to be included as part of the Services provided, all equipment, materials and supplies so included and provided by the Contractor are to be of the most suitable grade for the purposes intended. When requested, the Contractor shall furnish the Town for approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity and rating of the machinery and other mechanical equipment which is incorporated in the Services provided. Machinery, equipment and materials installed and / or used without the Town's prior approval shall be at risk of rejection.

SECTION EIGHT **Retention of Records**

The Contractor agrees to maintain for ten (10) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the Town, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION NINE **State and Local Taxes**

Except as otherwise specifically provided for in this Contract, Contractor's charges invoiced to Town hereunder shall *include* all applicable state and local taxes.

Contractor shall calculate that portion of charges hereunder which are subject to the South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If Contractor is a non-South Carolina company, the Town will withhold the amount of South Carolina sales and/or use taxes from payment to Contractor and shall remit payment to the SCDOR, unless Contractor furnishes Town with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION TEN **Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the Town for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the Town, and shall have no power or authority to bind or obligate the Town in any manner, except the Town shall make payment to the Contractor for the Services provided and necessary expenses related thereto as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract and Services hereunder by him or his employees, agents, and servants. The 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 Town to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION ELEVEN **Other Contracts**

The Town reserves the right to undertake or award other contracts for additional work or services, and may elect to complete portions of the Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, Town employees and carefully fit its own work or services to such work or services as may be directed by the Town. Contractor acknowledges that the in event of activation of this Contract, the Town contemplates engagement of an independent debris monitor service provider for creating documentation of aspects of Services sufficient to support reimbursement by Federal and State agencies of expenditures made by the Town hereunder. The Contractor shall not commit or permit any act by its employees or subcontractors which will interfere with the performance of work or services by any other contractor or by Town employees.

SECTION TWELVE **Permits and Licenses**

Contractor, and any subcontractor, shall, without additional expense to the Town, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina or the Town or any other authority having jurisdiction over the

provided Services. Prior to execution of this Contract, Contractor and its subcontractors may be required to provide a copy of its or their current applicable Contractor's Licenses issued by the State of South Carolina and the Town.

SECTION THIRTEEN
Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the Town's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

SECTION FOURTEEN
Conditions Affecting the Services

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location where the Services will be provided, and the general and local conditions which can affect the provision of Services or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Services without additional expense to the Town. The Town assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the Town are expressly stated in this Contract.

SECTION FIFTEEN
Repair of Damages

The Contractor will restore or replace, when and as directed by the Town, any public or private property damaged or destroyed in the course of performance of Services to a condition at least equal to that existing immediately prior to the beginning of performance of Services.

SECTION SIXTEEN
Standard of Care

The Contractor expressly agrees Services, or any part thereof, shall be performed in a timely and professional manner by persons qualified by education, skill and experience to perform Services in accordance with all applicable industry standards, if any and, if no industry standards apply, then in a good and workmanlike manner. Contractor shall be liable to the Town for all damages which relate to the Contractor's failure to perform or complete the Services in a timely and professional manner. If the amount of damages are agreed to by the Town and Contractor or awarded by a Court, the Town shall have the right to deduct from and retain, out of monies which may be then due or which may become due and payable to the Contractor, the amount of such damages; and if the amount so retained by the Town is not sufficient to pay in full such damages, the Contractor and/or its sureties shall pay to the Town the amount necessary to effect payment in full of such damages.

SECTION SEVENTEEN
Suspension of Services

The Town Administrator may order, in writing, the Contractor to suspend, delay, or interrupt all or any performance of Services for such period of time as he may determine to be appropriate for the convenience of the Town. The Town may suspend performance of its obligations under this Contract in good faith for the convenience of the Town or to investigate matters arising out of the performance of Services.

The Town Administrator may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract.

When the Town Administrator orders any suspension of the Services under the immediately foregoing paragraph, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION EIGHTEEN
Modification of Contract

The Town's Town Administrator has the unilateral right to modify this Contract when the modification is in the best interest of the Town, provided however, the Contractor is given written notice of any such modification and the Town is responsible for paying Contractor for any additional expenses reasonably and necessarily incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the Town in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Town Administrator and the Town is obligated to pay for the Services performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION NINETEEN
Termination

A. For Convenience

The Town Administrator, by advance written notice, may terminate this Contract when it is in the best interests of the Town. If this Contract is so terminated, the Contractor shall be compensated at the rate specified herein for all necessary and reasonable direct costs of performing the Services to the date of termination. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Services or any separable part thereof in a timely or professional manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Town, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Town, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the Town shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, advance notice for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Services is terminated, it and its sureties shall be liable for any damage to the Town resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Town Administrator, by written advance notice, may terminate this Contract in whole or in part and may order cessation of any specifically authorized Services in the event that sufficient appropriation of funds from any source (whether a federal, state, Town or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated or performance of Services are so ceased, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Services actually provided to the date of such termination or cessation. The Contractor will not be compensated for any other costs in connection with a termination or cessation for non-appropriation or unavailability of funds. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation or unavailability of funds, including, but not limited to, lost profits. Notwithstanding the foregoing, in the event the Town expects funds to be made available, including without limitation, through Federal Emergency Management Administration reimbursement, the Town and Contractor may agree on terms and conditions for continued work on the affected Services with the understanding that payment for such Services may be delayed until the Town's receipt of such funding.

D. Rights Cumulative

The rights and remedies of the Town provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY Indemnification

Except for expenses or liabilities arising directly from the negligence or intentional acts of the Town, the Contractor hereby expressly agrees to indemnify, defend and hold the Town harmless against any and all expenses and liabilities arising out of the performance or default hereunder as follows:

The Contractor expressly agrees that to the extent that there is a causal relationship between (A) its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and (B) any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Town and/or its officers or employees or by any member of the public, it shall indemnify, defend and save the Town and its officers and employees harmless from and against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising directly or indirectly out of the performance of this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Town and its employees. This obligation to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the Town's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice of a claim for which the Town seeks indemnification of Contractor, Contractor shall promptly defend any aforementioned claim, demand or lawsuit. This obligation shall survive the suspension or termination of this Contract. The limits of insurance required in this Contract shall not limit the Contractor's obligation of indemnification under this Section. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-ONE Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-TWO

Labor: Subcontractors

If any subcontractors will be used for this project, the Contractor shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor. The Contractor shall not substitute other subcontractors without the written consent of the Town Administrator. The Contractor shall be responsible for all services performed by a subcontractor as though they had been performed by the Contractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations. If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, he or she shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement. Nothing herein shall create any contractual relationship between any subcontractor and the Town.

It shall be the Contractor's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts

SECTION TWENTY-THREE

E-VERIFY

Pursuant to Section 8-14-20(B) and Title 41, Chapter 8, of the South Carolina Code of Laws, 1976, as amended, the Contractor agrees to register and participate in the federal E-Verify work authorization program to verify the employment authorization of all new employees, and will require agreement from its subcontractors, and through the subcontractors, any sub-subcontractors, to register and participate in the federal work authorization program to verify the employment authorization of all new employees.

SECTION TWENTY-FOUR

Confidentiality and Use of Name

Contractor agrees that it will not release any information relating to this Contract including without limitation press releases, advertisements, or marketing materials without the prior written consent of the Town.

SECTION TWENTY-FIVE

Force Majeure

The Town will not be liable for contract default or delay due to acts beyond its reasonable control. Contractor shall inform the Town in writing whenever it becomes aware of facts or circumstances which may delay or prevent its performance.

SECTION TWENTY-SIX
Assignment

The Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Town. The Contractor shall not assign any money due or that may become due to it under this Contract without the prior written consent of the Town. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SEVEN
Controlling Law

The laws of South Carolina shall govern this Contract.

SECTION TWENTY-EIGHT
Incorporation by Reference

The Invitation for Bid applicable to the Services, together with all addenda, attachments and exhibits thereto are hereby incorporated herein by reference into this Contract as if set out in full.

SECTION TWENTY-NINE
Entire Contract

This Contract constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements and understandings 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 herein, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION THIRTY
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 THIRTY-ONE
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 THIRTY-TWO
Set-Off

The Town shall at all time have the right to set-off any amounts owing from the Contractor to the Town against any amount owing from the Town to the Contractor. At the Town's option, repayment in lieu of set-off may be required.

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

Contractor

Town of Seabrook Island

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

ATTACHMENT D INSURANCE REQUIREMENTS

The successful Bidder will be required, at its own expense, to procure and maintain for the duration of their contract with the Town insurance against claims for injuries to persons or damages to property which may arise from or in connection with Services provided by the Contractor, his agents, representatives, employees or subcontractors.

- A. The successful Bidder shall carry and maintain Workman's Compensation Insurance in statutory amounts for its employees.
- B. The successful Bidder shall carry and maintain a comprehensive general liability policy of at least one million dollars (\$1,000,000.00) per occurrence for bodily injury /property damage (combined single limit of liability) to cover operations, equipment and contractual liability and at least general aggregate limit of two million dollars (\$2,000,000). The policy shall name the Town of Seabrook Island as an additional named insured.
- C. The successful Bidder shall maintain automobile insurance liability policies on all of its vehicles used in the performance of the Services with at least one million dollars (\$1,000,000.00) coverage.
- D. Property insurance insuring against loss by fire and all of the risks and perils usually covered by a "Causes of Loss-Special Form" or "Special Extended Coverage" policy of property insurance, including, but not limited to, special perils, wind, hail, earthquake, vandalism, malicious mischief, plate glass and boiler, pressure vessel and machinery coverage, written with a replacement cost valuation, covering all personal property within the custody or control of the successful Bidder when at sites for services performed for the Town.
- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the Town.
- F. Each Insurance policy required by the Town shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the Town prior to the date of such cancellation.
- G. The successful Bidder shall require any subcontractor it engages to perform services for the Town to carry and maintain, at no expense to the Town, policies of insurance sufficient to cover the work and standard risks associated with the work being performed. The Town shall have the right to require such additional coverage as the Town may reasonably deem appropriate based upon the work to be performed by the subcontractor. In the event subcontractors engaged by the successful Bidder to perform services for the Town do not have the required insurance, the successful Bidder shall indemnify and hold harmless the Town for any claim in excess of the subcontractor's insurance coverage.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater.

Exceptions to this requirement must be approved in writing by the Town Administrator.

- I. The successful Bidder shall furnish the Town with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Town Administrator
Town of Seabrook Island
2001 Seabrook Island Road
Seabrook Island, SC 29455

The Certificates shall be attached to the Contract as Exhibit F.

ATTACHMENT E

Non-Collusion Oath

TOWN OF:

STATE OF:

Before me, the Undersigned, a Notary Public, for and in the Town and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

____ DAY OF _____, 20__

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)