

**STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)**

**TOWN OF BLUFFTON AGREEMENT
NUMBER 2021-09**

THIS AGREEMENT is made the _____ of _____, 2020 between _____, (hereinafter called “Contractor”) and the Town of Bluffton (hereinafter called “Town”), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires pedicab transit, also known as bike taxi services, throughout Old Town Bluffton; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Services/Schedule:** The Contractor shall perform services per the attached scope of work in Attachment 1 for a period of one (1) year from the date of execution.
2. **Deliverables:** The deliverables resulting from execution of the above-mentioned work shall include but not limited to: Contractor shall log passengers driven during hours of operation and provide the Town with invoices billed at the hourly rate noted in Attachment 1. Contractor shall also provide a monthly report on visitor demographics as noted in Attachment 1.
3. **Fees:** The total cost of these services shall be \$____ per hour as per Attachment 1 not to exceed \$15,000.
4. **Invoicing:** The Contractor shall send invoices on the second and fourth Monday of the month to the Town of Bluffton, P.O. Box 386 Bluffton, SC 29910, Attn: Accounts Payable or to Invoice@townofbluffton.com, with a copy to the Project Manager. The invoice should reference contract number 2021-09. Approved invoices shall be paid within 10 business days upon receipt of invoice in the Finance Department.
5. **General Terms and Conditions:**
 - a. The Contractor shall be required to maintain the appropriate amounts and coverages of insurance for general liability, auto liability, professional liability, and workers compensation as identified in Attachment 2 for the entire length of the agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence upon full execution of the contract and expire in twelve (12) months. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. Due to the nature of this work, no subcontractors are permitted.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. The Contractor may terminate this contract in whole or in part upon providing the Town 14 days' notice of termination. The Town will pay the Contractor for costs incurred through the date of termination upon presentation of a final invoice for services performed.
- h. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- i. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- j. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- k. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- l. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

- Attachments:
1. Scope of Work and Pricing
 2. Insurance

ATTACHMENT 1

SCOPE OF WORK AND PRICING

Contractor shall commence services upon full execution of the contract and at a time mutually agreed to by both parties, but no later than August 30, 2020. Initial shifts shall be, at a minimum, one to two taxis operating every (days) from 5:00 pm – 9:00 pm with selected lunchtime shifts on an ad hoc basis. Operation on additional days of the week within the same hours is at the discretion of the Contractor and shall be documented and invoiced in accordance with provisions of this agreement. Changes to this schedule must be mutually agreed upon, in writing, by both parties.

Contractor shall invoice the Town at a rate of \$_____ per hour in exact time rounded to the nearest minute. Invoices shall reference the contract number and be emailed to invoice@townofbluffton.com on the second and fourth Monday of each month. Invoices shall be paid within 10 business days. Invoices shall have passenger logs attached as back up documentation. Passenger logs will contain, at a minimum, information concerning whether the passenger(s) is a resident of Bluffton or a visitor. If a visitor, log must also indicate where the visitor is from, e.g., city and state, or country of origin if the visitor is not from the United States.

ATTACHMENT 2

INSURANCE COVERAGES

Workers Compensation – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 combined single limit liability. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read:

Town of Bluffton, a municipality of the State of South Carolina, its officers, employees and agents

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

The insurance must provide that all claims will be paid on a first dollar basis by the insurance provider, and not contain any policy exclusions that would change or limit coverage for passengers entering or existing the vehicle. Further, it must provide that all vehicles permitted to operate under the operating authority are listed as scheduled vehicles covered under the policy.