

TOWN OF BLUFFTON

RFQu NO: 2018-73
ISSUED BY: Pat Rooney
Manager of Capital Improvements Program
PHONE NO: 843-706-4521
EMAIL: prooney@townofbluffton.com

SUBMIT QUALIFICATIONS PACKAGE PRIOR

TO: CLOSING DATE: 5-17-2018

CLOSING TIME: 2:00 p.m.

FAX / E-Mail not accepted

PROJECT TITLE & DESCRIPTION:

AS-NEEDED PLANNING AND DESIGN SERVICES

By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this Request for Qualifications, for the services to be provided, and is in all respects true, accurate and without collusion or fraud.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

Request for Statements of Qualifications

RFQu# 2018-73

As-Needed Planning and Design Services

1. OVERVIEW

The Town of Bluffton is soliciting statements of qualifications from firms to provide As-Needed Planning and Design Services. It is the intent of the Town to execute multiple Master Service Agreements with multiple firms to provide the services desired and to perform the tasks identified in the Town of Bluffton's Capital Improvements Program.

The successful offeror(s) will contract with the Town in accordance with the Scope of Work shown as Exhibit "A", using the Town of Bluffton Master Service Agreement shown as Exhibit "B", attached to this Request for Qualifications (RFQu). This Agreement will be considered a Master Services Agreement in which individual task orders will be released for work using a Master Services Agreement Work Authorization shown as Exhibit "C", attached to this RFQu. Work authorizations will be assigned to firms based on varying factors, including but not limited to: Scheduling, demand, workload, availability, etc. Work resulting from a Master Service agreement may be in whole or in part at the sole discretion of the Town.

Awarded Master Service agreement(s) will be for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.

2. QUALIFICATIONS

The prospective respondents will demonstrate in its proposal the ability to perform a wide range of planning, zoning, urban design, analysis, and development review services on an as-needed basis for the Town of Bluffton. All qualified respondents that meet the minimum mandatory qualifications stated below are invited to submit a proposal.

- Prospective respondent principals, partners or officers must have a minimum of ten (10) years' experience performing urban planning and design consulting services for governmental agencies or private organizations.
- Prospective respondent shall include with its RFQu a description of design projects processed and/or completed within the last ten (10) years.
- Prospective respondents shall be licensed to practice landscape architecture in South Carolina and be in good standing. A copy must be included with the RFQu.
- Prospective respondents shall possess a Town of Bluffton business license.

3. SOLICITATION TERMS and CONDITIONS

Respondent's Responsibility:

While the Town has used considerable efforts to ensure an accurate representation of information in this RFQu, each prospective Respondent is urged to conduct its own investigations into the material facts. The Town shall not be held liable or accountable for any error or omission in any part of this RFQu.

Before submitting a statement of qualifications, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements within the Town of Bluffton that may affect the full

performance of a contract and to verify any representations made by the Town upon which the Respondent will rely. If the Respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

A Respondent, by submitting a statement of qualifications represents that the Respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.

It is incumbent upon each prospective Respondent to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Questions and Inquiries:

Questions and inquiries must be received by the end of the business day, seven (7) calendar days prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at <https://vrapp.vendorregistry.com/Vendor/Register/Index/bluffton-sc-vendor-registration>.

It is the Respondent's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their qualifications statement.

Questions and inquiries regarding this solicitation shall be submitted to:

Pat Rooney
Town of Bluffton
Manager of Capital Improvements Program
prooney@townofbluffton.com

Restricted Discussions:

All prospective Respondents are hereby instructed not to contact any member of the Town of Bluffton Council, Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this RFQu or their response at any time during the RFQu process. Any such contact shall be cause for rejection of your submittal.

Submittal of Qualifications Statements:

Sealed qualifications statements shall be received by or prior to:

2:00 p.m. on Tuesday, May 17, 2018

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

RFQu # 2018-73
As-Needed Planning and Design Services
Attn: Pat Rooney

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton
20 Bridge Street
Bluffton, South Carolina 29910**

Public Opening of Qualifications Statements:

Due to the renovation of Town Hall and the inability to provide proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline and at the address, on the date and time specified below:

2:15 p.m. on Tuesday, May 17, 2018

**Rotary Community Center / Oscar Frazier Park
11 Recreation Court
Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening location. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals:

Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

Acceptance / Rejection:

The Town reserves the right to accept or reject any or all submittals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a submittal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the qualifications statements compared to the specific requirements and qualifications contained in this document.

4. SUBMITTALS and FORMAT

By submitting a statement of qualifications, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work.

The Town reserves the right to award a contract pursuant to this RFQu without further discussion with respondents. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your qualifications statement as non-responsive.

The submittal package shall consist of one (1) signed original, three (3) complete copies, and one (1) digital (pdf) version of the Respondent's statements of qualifications. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the Statement of Qualifications shall include the following:

A. Signatory Sheet

Completed, signed, and certified qualifications statement (see first page of this solicitation).

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for your firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their statement as submitted.

C. Firm's Profile

- State whether your organization is national, regional or local
- State the location of the office from which your work is to be performed.
- Describe the firm, including the size, the number of professional and clerical staff, and range of services offered in house.
- Qualifications of project members, operating personnel and management who would be assigned and have direct responsibility for fulfilling the terms of the contract, particularly with similar scope and complexity.
- Reputation and professional standing in the Engineering or other professional field, honors, memberships, etc.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?

D. Firm's Experience

- Indicate firm's experiences with on-call contracts of similar scope and complexity.
- Provide experience in meeting timelines and construction schedules with clearly established and proven methods for maintaining the budget.
- Explain methodology used for project information tracking and the creating of a historical archive at of completed inspections and submission of reports to the Town.

E. Firm's Performance (Past and Current)

- Indicate services performed for similar contracts in the past ten (10) years. Projects/programs shall include demonstrated, successful performances including, but not be limited to:
 - Quality, completeness, and timeliness;
 - Project management;
 - Quality control;
 - Responsiveness to RFIs, Change Order Requests, etc.;
 - Knowledge and compliance with state and local codes;
 - Timeliness, completing project, closeout.
- Provide at least five (5) references of clients for whom the firm has provided similar services. Give dates and other particulars of the jobs, contact persons with contact information, to include phone number and email address.

5. EVALUATION, SELECTION, and NEGOTIATION METHOD

State of South Carolina procurement code will be followed to secure awarded firm(s). The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this RFQ, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the Respondent(s) submitting qualifications packages.

A. Evaluation Criteria:

Respondents will be evaluated on the basis of the following criteria:

- a. Firm's Overall Profile
- b. Firm's Qualified Personnel
- c. Firm's Relevant Experience
- d. Firm's Performance (Past and Current)

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Firm's Overall Profile	35
Firm's Qualified Personnel	25
Firm's Relevant Experience	25
Firm's Performance (Past and Current)	15
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;

- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

C. Selection Method:

In general, the Town of Bluffton wishes to avoid the expense (to the Town and to presenting firms) of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Respondents. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Respondent in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Town shall rank all complete submittals received and/or formal oral presentations/interviews in order of preference and will be based on determination of which respondent meets the highest qualifications and needs of the Town as it pertains to the requirements of the scope of work.

D. Award

The Town reserves the right to negotiate a final agreement with the top ranked respondent(s) that meets the needs of the Town of Bluffton. The Town reserves the right to enter into negotiations with more than one respondent and enact multiple contracts if deemed in the best interest of the Town. Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures.

E. Resulting Contract

A contract resulting from an award shall be the Town of Bluffton's Master Service Agreement and / or purchase order, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

F. Length of Contract and Pricing Terms

Awarded Master Service agreements will be for a period of one (1) year with the option to renew for three (3) additional one (1) year periods. Pricing established within the contract will be based on the consultant's negotiated hourly rates. The cost of each task or project, assigned during the contract, will be configured through an estimated amount of hours performed by the consultant's staff to complete the tasks and the hourly rates established within the contract. Consultant's hourly rates will remain firm for the first year of the agreement. Any price redetermination of hourly rates will be considered by the Town 90 days prior to the expiration of any given term during the life of the contract and agreed upon in writing by both parties.

APPENDIX

Exhibit A: Scope of Work

Exhibit B: Sample of Town of Bluffton Standard Master Service Agreement

Exhibit C: Master Services Agreement Task Authorization



MASTER SERVICE AGREEMENT FOR AS-NEEDED PLANNING AND DESIGN SERVICES

SCOPE OF WORK – EXHIBIT “A”

I. GENERAL

- A. The Consultant, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the State of South Carolina and hold a current and valid Town of Bluffton Business License.
- B. The Consultant shall assume full responsibility for damage to Town property caused by the Consultant's employees or equipment as determined by designated Town personnel.
- C. The Consultant shall be solely responsible for the safety of the Consultant's employees and others relative to the Consultant's work, work procedures, material, equipment, transportation and related activities and equipment.
- D. The Consultant shall possess and keep in force all licenses, certifications and permits required to perform the services of this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. On-call service requirements shall be determined by the actual need.
- F. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other Consultants for consulting and/or support services. Employees of the Town may elect to place orders with one or more Consultants under agreement with selection made on the basis of qualifications, experience, hours of operation, and/or availability of needed services.
- G. Services to be provided shall be performed by personnel directly employed by the Consultant. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Sub-Consultant's shall be accompanied by and under the direct supervision of the Consultant at all times.
- H. All sub-consultants must be pre-approved in writing by the Town. The Consultant shall provide the Town with three (3) references for each sub-consultant for similar work done within the past three-(3) years. All sub-Consultants must have a Town Business Licenses, as well as proper insurance and licenses.

- I. The Consultant shall ensure that the required services specified in this contract, meet the quality standards outlined therein. All work performed under this contract shall be consistent with best industry practices, to assure adequate protection of Town assets and configurations.
- J. All work shall be performed according to best industry standards as adopted by the State of South Carolina and to the complete satisfaction of the Town.
- K. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- L. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.

II. TECHNICAL

At a minimum, the Consultant shall provide planning & design Services, zoning, urban design, analysis, and development review services that shall include but not be limited to:

- A. Park and site master planning, including plans, sketches, sections and perspectives and presentation renderings if required;
- B. Landscape and hardscape design from concept to construction documents;
- C. Irrigation design and specifications;
- D. Landscape maintenance recommendations and specifications;
- E. Exterior Lighting layout and design for site, landscape, and buildings, particularly the use of accent lighting to provide public safety lighting; and,
- F. General planning, zoning, and development review.

III. INSURANCE

The Consultant shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

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

Business Auto Policy – The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability.

Additional Insured Requirements – Except as to Workers' Compensation, Employers' and 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' Professional 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 along with the Contract and/or Bid number. 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. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina.

IV. OPTION RENEWAL PERIOD / PRICE REDETERMINATION

Hourly rates, fee schedules and reimbursables stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for an allowed additional renewal period, price adjustments may be made. However, any request for a price redeterminations shall be made 90 days prior to the beginning date of the contract optional renewal period. The Consultant shall calculate and make a written request to the Town that the prices for the next renewal year be increased. Any renewals and price redeterminations shall be mutually agreed upon in writing by both the Town and Consultant through an amendment to the contract. Any increase approved through a price redetermination shall remain firm for the entire length of that renewal period.

V. PROJECT ESTIMATES

- A. Consultant shall provide written, "not to exceed" estimates on all projects. This estimate shall include the estimated number of hours, the current contracted hourly rate, number and type of employees required, estimated material cost and project completion in number of days. It shall be the Consultant's responsibility to ensure they have all information to prepare accurate estimates.
- B. Projects shall only be performed with the Town's written authorization by issuance of a Task Authorization from the Town's Director of Engineering. Actual work shall not exceed the Consultant's estimate without prior written authorization by the Town.
- C. The Town shall not be required to pay for the cost of preparing estimates for projects.

VI. INVOICING AND PAYMENT

The Town shall make payment to the Consultant for all services provided by the Consultant pursuant to this Agreement. The Consultant shall submit a written invoice, with a copy to the Project Manager, for services rendered and the Town shall pay the approved invoiced fee within thirty (30) days after receipt of the invoice by the Town's Finance Department.

Paper Invoices shall be submitted to: Town of Bluffton
Attn: Accounts Payable Department
20 Bridge Street
Bluffton, SC 29910

Electronic Invoices may be submitted to: invoice@townofbluffton.com

VII. TASK AUTHORIZATION PROCESS

A. Task Authorization Process:

- All work under this contract will be performed via Task Authorizations.
- The Town will issue a Task Authorization, including an outline of the scope of work for each task to be completed.
- The Town will designate the project account and notify the Finance Department of internal billing requirements prior to executing the Task Authorization.
- The Town will ask Consultant to meet at the Town offices or on site, or via teleconference or email, for an initial scoping meeting to define and discuss the following:
 - project scope and objectives;
 - data collection needs & methods;
 - project design needs & options;
 - permitting needs;
 - hours per Task;
 - schedule;
 - site access;
 - property owner notification;
 - etc.
- Based on the field meeting, the scope outline Task Authorization will be refined if necessary by the Town and submitted to Consultant, along with a deadline for descriptive scope of work and fee development. Based on the scope of work and the schedule desired by the Town, Consultant shall develop a fee by assigning the number of hours required for each position to complete the Task Authorization, itemized per major work task. Fee shall correlate with the agreed upon hourly rates of the Master Service Agreement.
- The Town will have an opportunity to review the scope and fee and negotiate if deemed necessary. If both parties are unable to mutually agree on a fair and reasonable fee and schedule, the Town reserves the right to contract with another Consultant to perform the work.
- Once the fee, scope, and schedule are mutually agreeable, the Director of Engineering will approve each Task Authorization on behalf of the Town. The Task Authorization will then be sent to the Consultant for approval. Approval of the Task Authorization by the Town will serve as the official Notice to Proceed.
- Both a start and finish date will be clearly defined on the Task Authorization. Once the Task Authorization is signed by the Consultant and returned to the Town, work may begin.

- Once approved, all Task Authorizations will require a kickoff meeting at the Town offices or on site, including a representative of the Town and the Consultants key team members performing the work. At this meeting the Town will reiterate project objectives and answer any questions the Consultant may have.

B. Task Authorization Sequence of Events / Time Requirements:

- Consultant shall be able to meet with Town for the initial scoping meeting within 2 business days of the request.
- After the initial scoping meeting, the Town shall issue a Task Authorization within 2 business days.
- The Consultant shall develop a fee, scope and schedule proposal based on the Task Authorization and submit it to the Town within 5 business days of receiving the Task Authorization.
- The Town will respond with acceptance or comments within 2 business days of receipt of the proposal. The Consultant shall revise the proposal based on the Town comments within 2 business days.
- Once the fee, scope, and schedule are mutually agreeable the Town will issue a Notice to Proceed within 2 days in the form of the Task Authorization approved by the Director of Engineering.
- The Consultant shall be able to meet with the Town for the kickoff meeting within 5 business days of issuance of the Notice to Proceed.

C. Changes to Task Authorizations:

The Town will issue an addendum to the Task Authorization if additional work is required. The process shall be the same as that for the Task Authorization, with the objective to execute a mutually agreeable scope of work, schedule and fee for the additional work. Consultant shall notify the Town immediately if they recognize the need for an addendum to the Task Authorization.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number <201X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2017 between <Contractor> (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 <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into a Master Service 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. **Schedule:** The agreement shall be for a term of **one (1)** year with the option to renew for **three (3)** additional one (1) year periods.
2. **Services/Deliverables:** The Contractor shall perform as needed/on-call services per the attached scope of work in "**Attachment X**".
3. **Fees:** The total cost of these services shall be <Costs> per the **hourly** rates established in "**Attachment X**". **Hourly** Rates shall remain firm for the first **twelve (12)** months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO 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 **201X-XX**. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
5. **General Terms and Conditions:**
 - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in "**Attachment X**" for the entire length of this 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 execution of an approved Work Authorization Form and expire upon completion and acceptance of the project. 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. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list

of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- 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. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- 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.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Attachments:

1.



EXHIBIT "C"
MASTER SERVICES AGREEMENT
TASK AUTHORIZATION

PO Box 386
Bluffton, SC 29910

PROJECT NAME:

MSA NUMBER:

VENDOR:

PURCHASE ORDER NO:

ORG / OBJECT / PROJECT CODE:

AVAILABLE CONTRACT BALANCES (IF APPLICABLE):

DESCRIPTION OF WORK TO BE PERFORMED:

REQUESTED BY:

☐ **Provide estimate before proceeding with work.**

☐ **Proceed with work.**

ESTIMATED # OF MAN HOURS TO COMPLETE WORK _____

ESTIMATED COSTS OF MATERIALS (LESS MARKUP) \$ _____

ESTIMATED TOTAL AMOUNT OF PROJECT \$ _____

NUMBER OF DAYS TO COMPLETE THE PROJECT: _____ **DAYS**

SCHEDULE OF WORK TO BE PERFORMED: _____ **START DATE** _____ **END DATE**

Contractor Representative

Town Representative

Date