



**Town of Bluffton**  
**Request for Proposals**  
**RFP # 2018-28**  
**As Needed Septic Tank Abandonment and Sewer Connects**

**1. PURPOSE**

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing as needed septic tank abandonment and sewer connects, under a fixed price master service agreement. The target start date for performing these services is January of 2018.

It is the intent of the Town to enter into a Master Service Agreement with a primary vendor and secondary vendor for a term of one (1) year or until all homes participating in the Jason / Able sewer connect program are completed. No guarantee is implied or expressed as to the number of properties that will be serviced resulting from the awarded contract. Participation is voluntary by property owners and is not a requirement.

**2. BACKGROUND**

The Town of Bluffton Sewer Mater Plan identified the Jason and Able Streets neighborhood as an area within the Town limits for which to extend sanitary sewer service. As part of the FY2016 Strategic Plan, the installation of sanitary sewer in this area was designated as high priority, and funded in the Capital Improvements Program budget. Once this new system is approved for operation, the Town wishes to provide for construction of lateral lines, connection to sanitary sewer service, and abandonment of existing septic systems to those properties fronting the Jason and Able Streets neighborhood project.

There are more than 55 parcels inside the project area. All properties with permanent power service and existing septic systems are encouraged to take advantage of this opportunity, although participation is voluntary.

**3. SOLICITATION TERMS and CONDITIONS**

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

### **Proposers Responsibility:**

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

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Proposer will rely. If the Proposer receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Proposer 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 Proposer for additional compensation or relief.

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

It is incumbent upon each prospective Proposer 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 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 [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). It is the Proposer'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 proposal. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted to:

**Mark Maxwell**  
**Project Manager**  
**Town of Bluffton**  
**mmaxwell@townofbluffton.com**

### **Restricted Discussions:**

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

**Submittal of Proposals:**

Sealed proposals shall be received by or prior to:

**2:00 p.m. on January 11, 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:

**RFP # 2018-28  
As Needed Septic Tank Abandonments and Sewer Connects  
Town of Bluffton  
Attn: Mark Maxwell**

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 Proposals:**

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 January 11, 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 proposals 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 proposals 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 proposals. 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 proposal 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 proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

**Proprietary and/or Confidential Information:**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

**Award:**

Award will be made to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

**Local Preference:**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file .

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

## 4. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B. Currently possess one of the following licenses:
  - Residential Business License; or
  - Commercial Builders License; or
  - Plumbers License
- C. Have **five (5)** years of documented past, proven and positive experiences in providing the services requested;
- D. Provide at least three (3) references of clients for whom the firm has provided similar services
- E. Demonstrate the ability to provide the requested services;

## 5. SCOPE OF SERVICES

Except as otherwise provided herein as the responsibility of Town of Bluffton, the successful proposer(s) shall provide as needed septic tank abandonments and sewer connections, for up to 30 homes located in the Jason / Able corridor, in accordance with the attached scope of services (Exhibit A). The Contractor shall furnish all labor, materials, tools, and resources necessary to implement the work being requested. "Exhibit A" will be incorporated into the Town's Master Service Agreement.

### **Term of Contract:**

The awarded contract(s) shall be effective for one (1) year following the date of execution or until all homes participating in the Jason / Able sewer connect program are completed.

## 6. SUBMITTALS and FORMAT

By submitting a proposal, 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 and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. 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 proposal as non-responsive.

The submittal package shall consist of four (4), one (1) signed original and three (3) complete copies of the Respondents proposal. 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 proposal shall include the following:

**A. Letter of Transmittal**

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

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the 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 proposal as submitted.

**B. Copy of Town of Bluffton Business License**

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

**C. Vendor Profile**

- Description of firm.
- How long the firm has been in the business of providing septic abatements, sewer connections, and/or related services.
- Staff qualifications for each of the vendor's key staff who may be assigned to this project. Be sure to include licenses, professional certifications, designations, accomplishments and accreditations for each employee who will be assigned to the Town of Bluffton.
- The names of all government and commercial accounts/contracts currently held by the firm.

**D. References**

Provide three (3) current references of organizations or accounts that have utilized your firm's services. This should include their current status and contact information.

**E. Methodology and Approach**

Within a narrative, describe the firm's methodology and approach to providing these services by:

- Provide a concise description of the approach and process the firm will employ to successfully complete the work to be performed to include operational plans, work procedures, processing systems and any specific staffing or equipment resources that will be employed by the firm to support the needs and objective of the Town of Bluffton.
- Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the firm will approach the project and the methodology to be used to perform the services or obtain the solution as described or outlined in the Scope of Services.
- Exceptions – clearly describe any exceptions the firm may have in regards to any requirements stated in the Scope of Services.

**F. Cost Details and Pricing Schedule**

Firms shall submit a pricing schedule with cost details that is standard to the line items presented within "Exhibit B". While the items listed within "Exhibit B" are not exact for each home being serviced, it is a pricing structure that is indicative of a typical setting. Line item pricing provided in "Exhibit B" will be used for evaluation purposes within this solicitation and as a guideline to a final negotiated fee schedule in an awarded contract. Only the forms provided within this solicitation will be accepted for pricing submittals.

**7. EVALUATION, SELECTION, NEGOTIATION and AWARD**

State of South Carolina procurement code will be followed to secure the awarded firm. 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 RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

**A. Evaluation Criteria:**

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

- a. **Proposed Costs**
- b. **Methodology and Approach**
- c. **Relevant Experience**
- d. **Local Presence**

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

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
<b>Proposed Costs</b>	<b>40</b>
<b>Methodology and Approach</b>	<b>20</b>
<b>Relevant Experience</b>	<b>30</b>
<b>Local Presence</b>	<b>10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**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 the 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.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

#### **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 Proposers. 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 Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

#### **D. Negotiations:**

The Town reserves the right to negotiate a final agreement with the top ranked proposal(s) that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm(s), negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract(s) can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

#### **E. Award and Contract**



Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, 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.

**Attachments**

1. Sample Town of Bluffton Agreement
2. Exhibit "A" – Scope of Work
3. Exhibit "B" – Pricing Schedule



**TOWN OF BLUFFTON**  
**MASTER SERVICE AGREEMENT**  
**FOR**  
**As Needed Septic Tank Abandonment and Sewer Connects**  
**SCOPE OF WORK – EXHIBIT “A”**

**I. GENERAL**

- A. The Contractor, 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 Division of Corporations and hold a current and valid Town of Bluffton Business License.
- B. The Contractor shall assume full responsibility for damage to Town property caused by the Contractor's employees or equipment as determined by designated Town personnel.
- C. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation and related activities and equipment.
- D. The Contractor shall possess and keep in force all licenses and certifications required to perform the services of this Agreement. The Contractor shall be required to hold one of the following types of licenses: A Residential Builders License; a Plumbing License; or a Commercial Builders License. Should the Contractor have a Commercial Builders License, Contractor shall provide a licensed plumber as a sub-contractor to perform the work.
- E. The Contractor shall obtain all permits required by the Town and County to perform the services of this Agreement. A letter from BJWSA is required by the Town during the permit application process stating BJWSA will provide service to the property.
- F. No guarantee of the actual service requirement is implied or expressed by this Agreement. Any as needed service requirements shall be determined by actual need.
- G. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other Contractors for similar or like services.
- H. Services to be provided shall be performed by personnel directly employed by the Contractor. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Sub-Contractor's shall be accompanied by and under the direct supervision of the Contractor at all times.

- I. All sub-Contractors must be pre-approved in writing by the Town. The Contractor shall provide the Town with three (3) references for each sub-Contractor for similar work done within the past three-(3) years. All sub-Contractors must have a Town Business Licenses, as well as proper insurance and licenses.
- J. The Contractor 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.
- K. 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.
- L. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- M. 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. SCOPE OF SERVICES**

### **A. Septic Tank Abandonment**

1. Septic tank abandonment shall be properly abandoned per DHEC policies. Work shall include, but not be limited to:
  - Locating the tank;
  - Uncovering the tank;
  - Pumping contents of the tank;
  - Disposing properly of contents filling the tank;
  - Filling tank with select inert fill material;
  - Cracking the concrete lid;
  - Backfilling and covering the abandoned tank;
  - Disconnecting PVC tank lead; and
  - Connecting existing tank lead to new collection.

Prior to septic tank abandonment, contractor must receive sewer tap approval from BJWSA

2. For each class of demolition material, the contractor shall provide certification that the building components have been disposed of in accordance with local, state, and federal requirements for permanent disposal. Rake yard clean including nails and glass, and grade on prepared areas of each land parcel after demolition and clearing activities have been completed.

**B. BIWSA Gravity Sewer Tap Specification**

The intent of this specification is to ensure that every service lateral connected to BJWSA's sewer collection system will perform properly for the life of the building it serves.

Inspections will emphasize the following criteria:

- Quality of materials used;
- Grade maintained along the full length on the pipe;
- Access to the pipe in the event that service is needed; and
- Conformance to all applicable County codes and construction techniques.

The following guidelines shall be followed for this purpose:

1. If preexisting sewer lateral is stubbed out at a lot property line, the contractor must slope lateral to this stub out. No other taps to the gravity main or manholes shall be made without approval of the Authority. The contractor must verify location and elevation of this lateral before laying out the plumbing plans.
2. The lateral must be constructed of 4" or 6" SDR-35 (ASTM-3034) gasketed sewer pipe or all SCH-40 DWV PVC pipe. Do not mix pipe types. Either use all SDR 35 (ASTM-3034) or all SCH-40 DWV PVC. Commercial buildings must be 6".
3. All laterals using SDR-35 gasketed pipe must also use gasketed fittings. No petroleum-based pipe lube shall be used. All lettering on pipe must be on top and exposed.
4. All laterals using SCH-40 DWV PVC must use glued fittings. All fittings must have purple primer/cleaner and grey medium glue. All lettering must be on top and exposed.
5. There must be a dual sweep clean out at the building and a 4" clean out at the property line. All clean outs except the one directly adjacent to the building shall include a PVC cap surrounded by a metal valve box with a sewer lid. Clean outs shall not exceed 70' apart. All bends must be separated by at least 12" of pipe.
6. The minimum finished grade of the pipe is  $\frac{1}{4}$  -inch per foot on 4" and 1/8-inch per foot on 6". The Authority will determine if this grade can be modified. A minimum 1-foot cover is required for all lateral piping.
7. If an excessive number of bends are used, the Authority may require extra cleanouts.
8. All clean outs must be turned towards the main and set to final finished grade.
9. Pipe must be run straight, with no more than a 5% deflection. The start and finish point must be verified by a leveling instrument before laying pipe.

10. The plumber will be responsible for barricading off any open holes or ditches.
  11. The contractor must contact the Field Operations Coordinator at 843-987-8045 between the hours of 7:30 am and 4:00 pm to schedule sewer tap inspections for completed taps. Requests can also be submitted via email to [inspection@bjwsa.org](mailto:inspection@bjwsa.org). Barring emergencies, inspections are done on Mondays, Wednesdays, and Fridays only. Requests for inspection needs to be submitted by 4:00 pm the business day before the inspection day. BJWSA cannot schedule a specific time for an inspection.
  12. The entire lateral from the building to the street connections must be exposed for inspection.
  13. If an inspection fails or is not complete, the plumber is responsible for correcting the problem and calling the Field Operations Coordinator for a re-inspection. There will be a \$100.00 re-inspection fee. The re-inspection will be done according to the above schedule.
  14. The inspection for will be left in the contractor box or clean out nearest the building. A copy of the approval will be submitted to the appropriate City, Town or County Building Code Department.
- C. Delivery and Storage - It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials. The Town or home owner will not assume any responsibility for receiving these shipments. Contractor shall check with the home owner and make necessary arrangements for security and storage space if required.
- D. Final Inspection - The Contractor shall provide a copy of BJWSA approval form prior to conducting the final inspection. At the conclusion of the inspection, the contractor shall provide a record of the inspection to the Town's representative showing that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- E. Warranty - The contractor agrees that the goods or services furnished shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. At a minimum, all materials, equipment and labor shall be fully guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of each project by the Town in writing. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the Town and Home Owner's satisfaction, at no cost to the Town or the Home Owner and shall be subject to the provisions of this clause to the same extent as materials initially delivered.

- F. Work Site Damages - Any damage to existing utilities, equipment or property resulting from the performance of this contract shall be repaired to the Town's satisfaction at the contractor's expense.
- G. Superintendence by Contractor - The contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. Prior to work starting, the Contractor shall provide the Town's Project Manager with the supervisors contact information. The Supervisor shall be readily available to communicate with the Project Manager at any time during the project. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the Town, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- H. Use of Home Owner Premises and Removal of Debris - The contractor shall:
- Perform his contract in such a manner as not to interrupt or interfere with the Home Owner's day to day activities;
  - Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the Home Owner's day to day activities;
  - Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.;
  - Shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract;
  - Expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, or debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law;
  - The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition. If the contractor fails to clean up at the completion of the work, the Town may do so and charge for costs thereof to the contractor.
- I. Contractors Conduct - Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times and not to use loud or profane language. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract.

- J. Damages - The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project by the Town of Bluffton. When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Town.
- K. Restoration - Proper notice shall be given to the Town and Home Owner of any expected inconvenience or hazardous condition. Road surfaces adjacent to the work site that have been soiled by the Contractor shall be cleaned of soil with mechanical brooms at the end of the project. All surplus materials shall be disposed of in a manner acceptable to the Owner, and the construction area shall be left in a neat condition. No machinery or equipment shall be left or stored on the job site after the project is completed. If the Owner/Engineer determines that inadequate progress is being made with the restoration, he may shut down the Contractor's operation until the restoration is caught up with the work.
- L. Date of Commencement and Completion - The date of commencement for each individual project shall be established in a written Notice to Proceed issued by the Town. Work under the Contract shall be completed within the time frame established in the Notice to Proceed.
- M. Discrepancies - The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Town shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

### III. INSURANCE

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

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

Business Auto Policy - The Contractor 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 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’ 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. INVOICING AND PAYMENT**

The Town does not prepay for materials, work or services provided. The Town shall make payment to the Contractor for all services provided by the Contractor pursuant to this Agreement. The Contractor 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 approved 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](mailto:invoice@townofbluffton.com)





**TOWN OF BLUFFTON  
MASTER SERVICE AGREEMENT**

**FOR  
As Needed Septic Tank Abandonment and Sewer Connects  
PRICING SCHEDULE – EXHIBIT “B”**

Item #	Description	Est. Qty.	UOM	Unit Price	Total Price
1	4" sewer service - direct bury	1	LF		
2	6" sewer service - direct bury	1	LF		
3	4" cleanouts	1	EA		
4	House connection (sewer)	1	EA		
5	Abandon septic tanks	1	EA		
6	1" service lateral (water)	1	LF		
7	House connection (water)	1	EA		
8	Site protection & landscape restoration	1	EA		
9	Grassing	1	SY		
10	Remove and replace concrete sidewalk	1	SF		
11	Remove and replace concrete paving	1	SF		
12	Remove and replace asphalt paving	1	SF		
13	Restore earth drive w/crusher run	1	SY		
<b>Grand Total</b>					