



Town of Bluffton
Request for Quote (RFQ #2018-39)
Bluffton Oyster Factory Renovation

The Town of Bluffton is soliciting quotes from experienced and qualified vendors to provide construction services for the replacement of the roof, repair and replace damaged soffit and a framing to receive roof, replace 14 existing windows, re-trim windows as necessary, and provide moisture protection beneath metal roof panels (ie. metal building insulation .2" thickness), remove existing ceiling and old insulation and replace with moisture resistant drywall, insulated above with fiberglass batt insulation, add gable vents to each end of building, paint exterior of building, and new window trim as necessary.

An onsite meeting is required for this submission.

Questions and inquiries regarding this RFQ should be directed to:

Steve Anthony
Project Manager
20 Bridge Street
Bluffton, SC 29910
santhony@townofbluffton.com
843-706-7829-o
843-540-3572-c

To submit a response to this RFQ, provide a written quote to the contact person identified within this notice prior to 2:00 p.m. on January 8, 2018.

SCOPE OF SERVICES

ATTACHMENT 1

General

1. The awarded Contractor shall provide all labor, materials and equipment necessary to perform the Scope of Work listed below at the Bluffton Oyster Factory.
2. Project shall include, but is not limited to the replacement of the roof, repair and replace damaged soffit framing to receive roof, replace 14 existing windows (Town of Bluffton will provide window specs), re-trim windows as necessary, and provide moisture protection beneath metal roof panels (ie. metal building insulation .2" thickness), remove existing ceiling and old insulation and replace with moisture resistant drywall, insulated above with fiberglass batt insulation, add gable vents to each end of building, and paint exterior of building and new window trim as necessary. An onsite meeting is required for this submission.
3. All work shall be performed according to the standards of the building code as adopted by the State of South Carolina and to the complete satisfaction of the Town. The Contractor will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the Town when a permit or inspection is needed. The Contractor shall schedule any needed inspections.
4. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
5. Contractor shall not subcontract any portion of the work required under this contract. All work must be performed by the Contractor's work forces.
6. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.
7. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
8. The Contractor shall obtain the permission of the Project Manager regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that location. The Town shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the Town's facilities or grounds.
9. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

10. The Contractor shall be required to maintain the appropriate amounts and coverages of insurance for general liability, auto liability, and workers compensation as identified below 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.
11. The Contractor shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

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

Business Auto Policy – The Selected 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 claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

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 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.

The Contractor shall complete all work as described within thirty (30) days of notice to proceed.

TOWN OF BLUFFTON AGREEMENT
Contract Number <200X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 201_ 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 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 and schedule in "Attachment 1". Include language here for length of contract and renewal term options.
2. **Deliverables:** The deliverables resulting from execution of the above mentioned work shall be:
 <Deliverables>
3. **Fees:** The total cost of these services shall be \$ <Costs> per "Attachment 2".
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. **General Terms and Conditions:**
 - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. 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 at NOTICE TO PROCEED 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: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1.
- 2.