

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number <2024-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2023 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 to enter into a non-exclusive agreement for as-needed planning and design services under a non-exclusive contract for Capital Improvement Projects; 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 four (4) 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 1.
3. **Fees:** The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. 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. **Work under the Master Services Agreement shall be managed by Task Order.** The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor’s estimate without prior authorization from the Town.
5. **Invoicing:** The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2024-XX and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.
6. **General Terms and Conditions:**
 - a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability (as required), and workers compensation insurances, coverages and amounts as identified in Attachment 3 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 or purchase order and will 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 Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors 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, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. 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 must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance 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.
- n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

[Remainder of Page Intentionally Omitted. Signature Page to Follow.]

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. Scope of Work
2. Fee Schedule
3. Insurance

DRAFT

ATTACHMENT 1

SCOPE OF WORK

As Needed Planning & Design services shall include but not be limited to:

- A. Prepare site plan or master plan documents including plans, sketches, sections, perspective sketches, presentation renderings and associated cost estimates.
- B. Prepare detailed landscape and hardscape plans from concept design to construction documents.
- C. Coordinate with Town staff and appropriate stakeholder user groups as necessary during design and documentation services.
- D. Provide and prepare conceptual and schematic design with the appropriate information provided by the Town and other consultants.
- E. Prepare design development documents for assigned tasks or projects.
- F. Prepare construction documents, including drawings, specifications and bid sheets that would be sufficient for a contractor to use in bidding and constructing the site components and features.
- G. Provide services associated with bidding and the negotiation process such as drawing and specification clarifications, pricing review and pre-bid conferences.
- H. Coordination of site planning and related design documents during all phases of a project with architectural, civil, structural, mechanical, plumbing electrical, landscape and other specialties as required for proper implementation of a project.
- I. Participate in project budget meetings, value engineering sessions on each project to measure adherence to the established project budget. This includes development of cost savings items, participation in cost reduction work sessions, and documenting the results of the cost savings efforts approved by the Town in project drawings and specifications.
- J. Provide construction and inspection services as requested including project meetings, site visits and preparation of field observation reports at appropriate intervals. This task may also include reviewing contractors' applications for payment and signing necessary certifications of completed work relevant to the civil engineering scope.
- K. Provide coordination with the general contractor and other consultants as may be required during construction.
- L. Attend project meetings as required and prepare meeting minutes for any meetings where the Town is not in attendance.
- M. Assist with municipal and regulatory agency approvals and permits. Coordinate permit processes with the overall project schedule and make adjustments as necessary to maintain project progress.
- N. Provide compliance with applicable local, state, and federal ordinances, codes and regulations; assist in gaining agency approvals for permits and certificates of occupancy.
- O. Make all necessary submittals to municipal and regulatory agencies to gain approval for construction of site work, grading, utilities, and erosion control. This includes attendance at agency meetings as required.

Task Order procedures:

- A. Project estimates shall be prepared for each task order request. This estimate shall include the estimated number of hours and the current contracted hourly rate listed by job title and number of employees. Include estimated reimbursable expenses and project completion in calendar days.
- B. Projects shall only be performed with the Town's written authorization via Notice to Proceed or Task Order Authorization. No work shall be performed without such authorization and a purchase order.
- C. The Town will not be required to pay for preparation of task authorization estimates.

ATTACHMENT 2

FEE SCHEDULE

DRAFT

ATTACHMENT 3

INSURANCE COVERAGES

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

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 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.

Professional Liability (for Professional Services only) – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

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 as follows:

The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.

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.