

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

**TOWN OF BLUFFTON AGREEMENT
NUMBER 2023-54**

THIS AGREEMENT is made the ____ of _____, 2023 between Hilton Head Landscapes, LLC (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 install hardscape and landscape improvements such as grading paving, wood construction, rain garden, plantings and other improvements included in Site Development Plans provided by Witmer Jones, Keefer Ltd and Rain Garden Plans prepared by Sturre Engineering. The proposed construction is located adjacent to the Rotary Community Center at Oscar Frazier Park at 11 Recreation Court, Bluffton, SC 29910; 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 described in Attachment 1. Contractor to perform the scope defined in the plans in 90 days.
2. **Deliverables:** The deliverables resulting from execution of the above-mentioned work shall include but not limited to:
 - a. Rough and fine grading, and limited site preparation.
 - b. Tree removal
 - c. Silt and tree protection fencing
 - d. Storm drainage including drop inlet, 10” HDPE pipe and rain garden construction.
 - e. Paving including tabby concrete sidewalks, concrete pavers, and granite fines.
 - f. Trellis/swing
 - g. Trees, shrubs, groundcovers, mulch and sod.
 - h. Power pedestals to match existing.
3. **Fees:** The total cost of these services shall be \$129,702.54 per Attachment 1.
4. **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 2023-54 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.
5. **General Terms and Conditions:**
 - a. The Contractor shall be required to maintain the appropriate amounts and coverages of insurance for general liability, auto liability, professional liability (as required), and workers compensation as identified in Attachment 2 for the entire length of the agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and/or Purchase Order 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 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. 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(s) and Exhibit(s) to Follow.]

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

HILTON HEAD LANDSCAPES, LLC

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Attachments:

1. Scope of Work and Fee Schedule
2. Insurance

ATTACHMENT 1
SCOPE OF WORK AND FEE SCHEDULE

Unit Price Schedule
 Oscar Frazier Park (Rotary Center Hardscape)
 March 6, 2023



DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
Site work				
1 Rough Grading/Fill Dirt	13,750	SF	\$0.09	\$1,237.50
2 Fine Grading	13,750	SF	\$0.07	\$962.50
3 Soil Amendments	8,000	SF	\$0.34	\$2,720.00
4 Tree Removals	1	LS	\$11,237.00	\$11,237.00
5 Silt Fence	740	LF	\$2.75	\$2,035.00
6 Tree Protection Fence	166	LF	\$3.50	\$581.00
7 24"x24" Drop Inlet	1	EA	\$1,423.00	\$1,423.00
8 10" HDPE Pipe	20	LF	\$23.00	\$460.00
9 6" PVC Conduit	8	LF	\$39.00	\$312.00
10 GFI Pedestal	4	EA	\$275.00	\$1,100.00
11 Electrical connection/Conduit	1	LS	\$11,025.00	\$11,025.00
12 Demo existing bench pad (Relocate Bench)	1	LS	\$235.00	\$235.00
Total Site Work				\$33,328.00
Hardscape				
1 Concrete Ribbon Curb, Flush	156	LF	\$39.00	\$6,084.00
2 Granite Fines Parking	320	SF	\$1.67	\$534.40
3 Golf Cart Wheel Stops	7	EA	\$157.00	\$1,099.00
4 Tabby Concrete Sidewalk	3,254	SF	\$7.25	\$23,591.50
5 Permeable Concrete Paver Walk	775	SF	\$17.50	\$13,562.50
6 Trellis Swing	3	EA	\$4,900.00	\$14,700.00
Total Hardscape				\$59,571.40
Landscape (Refer to Plant Schedule for sizing information)				
1 LAGN	2	EA	\$527.00	\$1,054.00
2 AZAG	12	EA	\$61.00	\$732.00
3 CALA	6	EA	\$87.00	\$522.00
4 CAMS	4	EA	\$245.00	\$980.00
5 CLEH	6	EA	\$47.00	\$282.00
6 PODP	21	EA	\$82.00	\$1,722.00
7 SERR	10	EA	\$104.00	\$1,040.00
8 DRYL	50	EA	\$18.50	\$925.00
9 JUNE	60	EA	\$27.50	\$1,650.00
10 SCHS	25	EA	\$15.00	\$375.00
11 SPAB	20	EA	\$10.75	\$215.00
12 CANF	12	EA	\$22.50	\$270.00
13 HIBM	6	EA	\$62.50	\$375.00
14 Sod	5,000	SF	\$1.59	\$7,950.00
15 Mulch (Pinestraw)	4,000	SF	\$0.18	\$710.00
16 Irrigation (100% Coverage, Complete and Installed)	9,000	SF	\$0.69	\$6,210.00
Total Landscape				\$25,012.00
SUBTOTAL				\$117,911.40
10% Contingency				\$11,791.14
TOTAL				\$129,702.54

Notes:

- 1 The above quantities are reflected for the Bid Set plan dated March 06, 2023
- 2 Materials identified in the cost estimate are intended for pricing purposes only. Materials may be substituted as the design develops. Materials and labor are subject to change based on market conditions, availability, etc.

2023**May****IMPLEMENTATION SCHEDULE**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
01 Silt Fence	02 Silt Fence / Tree Protection	03 Drainage	04 Electrical	05 Electrical / Tree Removal	06	07
08 Demo Bench Pad/Electrical	09 Concrete curb	10 Concrete curb	11 Concrete curb	12 Concrete curb	13	14
15 Granite Fines parking	16 Granite Fines parking / wheel stops	17 Tabby concrete sidewalk	18 Tabby concrete sidewalk	19 Tabby concrete sidewalk	20	21
22 Tabby concrete sidewalk	23 Tabby concrete sidewalk	24 Tabby concrete sidewalk	25 Tabby concrete sidewalk	26 Tabby concrete sidewalk	27	28
29 Tabby concrete sidewalk	30 Tabby concrete sidewalk	31 Tabby concrete sidewalk	01	02	03	04
05	06	Notes:				

2023**June****IMPLEMENTATION SCHEDULE**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
29	30	31	01 Tabby concrete sidewalk	02 Tabby concrete sidewalk	03	04
05 Permeable concrete paver walk	06 Permeable concrete paver walk	07 Permeable concrete paver walk	08 Permeable concrete paver walk	09 Permeable concrete paver walk	10	11
12 Trellis swings	13 Trellis swings	14 Trellis swings	15 Trellis swings	16 Trellis swings	17	18
19 Trellis swings	20 Soil amendements	21 Rough grade	22 Rough grade	23 Fine grade	24	25
26 Irrigation	27 Irrigation	28 Irrigation	29 Irrigation	30 Irrigation	01	02
03	04	Notes:				

2023**July****IMPLEMENTATION SCHEDULE**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
26	27	28	29	30	01	02
03 Irrigation	04 Irrigation	05 Plantings	06 Plantings	07 Plantings	08	09
10 Plantings	11 Plantings	12 Plantings	13 Plantings	14 Plantings	15	16
17 Plantings	18 Plantings	19 Plantings	20 Sod	21 Sod	22	23
24 Mulch	25 Mulch	26 Final Clean Up	27 Punch list	28 Punch list	29	30
31	01	Notes:				

ATTACHMENT 2

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.