

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TOWN OF BLUFFTON AGREEMENT
NUMBER 2024-07

THIS AGREEMENT is made the ____ of _____, 2023 between Infrastructure Consulting & Engineering, PLLC (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 plan and design Americans with Disabilities Act improvements for pathways and walkways throughout the Town of Bluffton; 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 in Attachment 1 in accordance with the schedule attached in Attachment 2.
2. **Deliverables:** The deliverables resulting from execution of the above-mentioned work shall include but not limited to:
Field surveying, plan reviews at 30%, 70%, and 90%, permit application submission, development of bid schedule, construction administration, construction closeout
3. **Fees:** The total cost of these services shall be \$151,553.00 per Attachment 3.
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 2024-07 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 4 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 to Follow.]

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

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Attachments:

1. Scope of Work
2. Project Schedule
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

PLANNING PHASE

1. Provide as-built survey of existing within the right-of-way (ROW) and 15' beyond for the thirty (30) locations requested. Survey shall include the locations of roads, curbs, walks, trees, topo, signs, striping, surface utilities, drainage features with grates and inverts, and any other items needed to properly plan curb ramps and intersection crossings.
2. Import survey data for development of curb ramp and pavement marking designs.
3. Coordinate and attend a pre-design kickoff meeting with the Town Project Manager and SCDOT Maintenance Engineer to determine, design parameters and permitting requirements. While on-site, photograph existing conditions, verify accuracy of surveys, and determine if any additional survey data is necessary to complete the proposed scope of work.

DESIGN AND PERMITTING PHASE

1. Prepare Construction Plans, details, and technical specifications for ADA compliant curb ramps for the identified intersection corner locations to include any easement exhibits; must comply with Town of Bluffton, Beaufort County, and SC Department of Transportation standards.
2. Provide horizontal design, for the identified pedestrian improvements.
3. Provide curb and sidewalk design per current Town of Bluffton, Beaufort County, and ADA standards.
4. Provide vertical design for the identified improvements.
5. Develop pavement marking plans for crosswalks and stop bars for all crossings where determined.
6. Coordinate as needed with SCDOT and Beaufort County on improvements to curb ramps on either SCDOT or County maintained roadways.
7. Define the specifications of all references to any regulatory agency requirements.
8. Prepare SCDOT or Beaufort County Encroachment Permit Applications for all applicable ramps.
9. Submit detailed design plans to Town of Bluffton, Beaufort County, and SCDOT for review, comment and approval.
10. Provide an Estimate of Probable Construction Cost and bid sheet template in Microsoft Excel for proposed improvements.
11. Attend progress plan reviews with Town of Bluffton (at 30/70/90 percent progress).

NOTE: SWPPP inspections and geotechnical services will be performed by the Town or Town assignee.

BIDDING AND NEGOTIATION PHASE – to allow the Town to put the construction scope out for competitive bidding with a published solicitation

1. Estimate construction line-item quantities and prepare Tabulation Sheets to be used for bidding.
2. Issue bid documents to the Town for use in bidding.
3. Attend Pre-bid meeting to assist the Town with questions and clarifications that may arise during the pre-bid meeting.
4. Assist the Town in responding to questions that may arise during the bid period.

CONSTRUCTION ADMINISTRATION – after the Town puts the construction scope out for bid

1. Attend a preconstruction meeting with the Town and selected Contractor to provide clarifications regarding permitting and construction items.
2. Provide monthly construction inspections corresponding to contractor pay applications. (estimated to be four inspections during the construction period).
3. Attend a Substantial Completion meeting with contractor and provide a punch list of incomplete construction items.
4. Attend Final Completion inspection to verify completion status and compliance with the contract documents and regulatory agencies.

CLOSEOUT – POST-CONSTRUCTION

1. Upload and review contractor-supplied survey data collected at completion of project, provide CAD and PDF copies of survey to the Town of Bluffton.
2. Develop construction as-built plans indicating ADA ramp details, curb alignment, elevations and pavement markings along with any other element required by approving regulatory agencies.
3. Provide CAD and PDF copies of as-built plans to Town of Bluffton and Beaufort County.

DELIVERABLES:

- Pre-construction as-built of current site conditions including survey
- Construction drawings
- Technical specifications
- Estimate of construction costs
- Construction bid sheet in Microsoft Excel

ATTACHMENT 2
PROJECT SCHEDULE

PROJECT SCHEDULE* - BLUFFTON ADA COMPLIANCE SIDEWALK PROJECT

*This schedule based on a Notice To Proceed given September 1, and shall slide accordingly based on contract execution and a later Notice to Proceed.

Task Description	September	October	November	December	January	February	March	April	May	June	July
PLANNING PHASE											
Field Surveying (60 days - Cornerstone Surveying)											
Data Collection (field notes/photos)											
Kickoff / Pre-Design Mtg with Town staff											
DESIGN and PERMITTING PHASE											
30% Plans - Review with Town Staff											
70% Plans - Review with Town Staff											
90% Plans - Review with Town Staff											
Beaufort County Encr Permit Application											
SCDOT Encr Permit Application											
Develop Specifications											
Develop Estimate of Probable Construction Cost											
BIDDING and NEGOTIATION PHASE											
Develop Estimate of Quantities / Bid Schedule											
Submit Final Bid Documents											
Attend Pre-Bid Meeting / Respond to Questions											
CONSTRUCTION ADMINISTRATION PHASE (assume 60 days)											
Attend Pre-Con Meeting											
Provide Monthly Inspections (Estimate up to 4)											
Substantial Completion Inspection (Develop Punch List)											
Final Inspection - Verify Completion of Job											
CLOSEOUT - POST-CONSTRUCTION PHASE											
Review As-Built Survey (Provided by Contractor)											
Develop As-Built Plans (from Contractor Survey)											

ATTACHMENT 3

FEE SCHEDULE

TOWN OF BLUFFTON

ADA COMPLIANCE SIDEWALK PROJECT - RFQ_u 2024-07 INFRASTRUCTURE CONSULTING AND ENGINEERING FEE PROPOSAL

Task	Task Description	Fee
1	PLANNING PHASE Field Surveying Data Collection (field notes/photos) Kickoff / Pre-Design Mtg with Town staff <i>* Work should be contained within the public R/W or existing easements; however, 10 easement <u>exhibits</u> will be produced under this phase if necessary.</i>	\$58,837
2	DESIGN and PERMITTING PHASE (<i>J BRAGG DESIGN 10 Locations</i>) 30% Plans - Review with Town Staff 70% Plans - Review with Town Staff 90% Plans - Review with Town Staff Town of Bluffton Permit Beaufort County Encroachment Permit Application SCDOT Encroachment Permit Application Develop Specifications (for regulatory compliance) Develop Estimate of Probable Construction Cost <i>J BRAGG DESIGN 10 Locations</i>	\$67,635
3	BIDDING and NEGOTIATION PHASE Develop Estimate of Quantities / Bid Schedule Submit Final Bid Documents Attend Pre-Bid Meeting / Respond to Questions	\$5,747
4	CONSTRUCTION ADMINISTRATION PHASE Attend Pre-Con Meeting Provide 4 Monthly Inspections Substantial Completion Inspection (Develop Punch List) Final Inspection - Verify Completion of Job	\$12,538
5	CLOSEOUT - POST-CONSTRUCTION PHASE Review As-Built Survey (Provided by Contractor) Develop As-Built Plans (from Contractor Survey)	\$3,706
	REIMBURSABLE EXPENSES (Mileage, reproductions, etc.)	\$3,000

8/25/23

GRAND TOTAL = \$151,553

ATTACHMENT 4

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.