

**STATE OF SOUTH CAROLINA                    )           TOWN OF BLUFFTON AGREEMENT**  
**COUNTY OF BEAUFORT                        )           NUMBER 2026-25**

**THIS AGREEMENT** is made the \_\_\_\_ of \_\_\_\_\_, 2026 between Nix Construction Company, Inc. (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 contract for civil construction and landscaping at the Sarah Riley Hooks Cottage site; 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. The term of the Agreement shall be for **one year or completion of the tasks in the construction schedule** in Attachment 2, whichever is sooner.
2. **Deliverables:** The deliverables resulting from execution of the above-mentioned work shall include but not limited to:  
Clearing and demo, erosion control, site work, site furnishings, drainage, water and sewer, landscaping and lighting.
3. **Fees:** The total cost of these services shall be a not-to-exceed cost of **Five Hundred and Seventy-Three Thousand, Two Hundred and Twenty Nine (\$573,229.00) Dollars** per Attachment 2.
4. **Invoicing:** The Contractor shall send invoices via email simultaneously to [invoice@townofbluffton.com](mailto: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 2026-25 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 3 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.

NIX CONSTRUCTION CO., INC

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

1. Pricing Schedule and Scope
2. Construction Schedule
3. Insurance

**ATTACHMENT 1**  
**PRICING SCHEDULE AND SCOPE OF WORK**

# 07 - Pricing Schedule per Addendum #1

## BID FORM

BIEC Project Number: 24-008  
 BIEC Project Name: Sarah Riley Hooks Cottage  
 Date: 1/8/2026  
 Prepared by: AJB  
 Checked by: CRZ



### REQUIRED BID SHEET - PER ADDENDUM #1

INCIDENTALS, CLEARING, & DEMOLITION					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$6,600.00	\$6,600.00
2	Construction Staking	1	LS	\$10,560.00	\$10,560.00
3	Final As-Built Survey	1	LS	\$5,280.00	\$5,280.00
4	Testing and Inspections	1	LS	\$15,840.00	\$15,840.00
5	Site Clearing & Grubbing	0.66	AC	\$18,000.00	\$11,880.00
6	Stripping & Haul Off of Topsoils	630	CY	\$31.43	\$19,800.00
7	Selective Pruning and Underbrushing for Observation Deck and Views (1,441 SF at Overlook, 624 SF for Views)	2065	SF	\$2.88	\$5,940.00
8	Clearing for Observation Deck and Boardwalk (192 SF within Overlook Footprint, 764 SF at Boardwalk)	956	SF	\$4.42	\$4,224.00
9	Weeding, Trash Removal, & Remove Invasives on Bank	6161	SF	\$1.50	\$9,240.00
10	Unsurveyed Ligustrum Removal	2	EA	\$594.00	\$1,188.00
11	Demo Existing Concrete Sidewalk	202	SF	\$0.00	\$0.00
12	Demo Existing Asphalt Driveway Apron	121	SF	\$0.00	\$0.00
13	Demo Existing Sewer and Water services, and Cap at Main	1	LS	\$3,960.00	\$3,960.00
<b>INCIDENTALS, CLEARING, &amp; DEMOLITION, SUBTOTAL</b>					<b>\$94,512.00</b>

EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
1	Tree Protection Fencing	526	LF	\$3.26	\$1,716.00
2	Construction Entrance	1	EA	\$5,940.00	\$5,940.00
3	Concrete Washout	1	EA	\$2,640.00	\$2,640.00
4	Maintenance of Previously Installed Single Row Silt Fence, incl. removal at final project completion	192	LF	\$17.19	\$3,300.00
5	Maintenance of Previously Installed Double Row Silt Fence, incl. removal at final project completion	281	LF	\$9.40	\$2,640.00
6	Temporary Grassing / Stabilization	28218.83	SF	\$0.06	\$1,716.00
7	Type A Inlet Protection	2	EA	\$264.00	\$528.00
<b>EROSION CONTROL, SUBTOTAL</b>					<b>\$18,480.00</b>

SITE WORK					
Item	Description	Quantity	Units	Unit Price	Total
1	Site Grading	1	LS	\$6,600.00	\$6,600.00
2	Import of Fill	160	CY	\$49.50	\$7,920.00
3	Respread of Topsoil	600	CY	\$8.80	\$5,280.00
4	Pervious Gravel Driveway and Parking	1629	SF	\$6.48	\$10,560.00
5	12" Concrete Ribbon Curb	167	LF	\$39.52	\$6,600.00
6	Concrete Driveway Apron	580	SF	\$22.76	\$13,200.00
7	Concrete ADA Parking Pad and Accessible Route	472	SF	\$26.85	\$12,672.00
8	Concrete Paving (Sidewalks Around Building)	892	SF	\$19.24	\$17,160.00
9	Landscape Edging for Pervious Path	772	LF	\$16.76	\$12,936.00
10	Plantation Mix Path, 2" Deep	2,260	SF	\$4.67	\$10,560.00
11	4" PVC Conduit for future Irrigation and Electrical	100	LF	\$23.76	\$2,376.00
12	Concrete Parking Stop	3	EA	\$264.00	\$792.00
13	Stop Sign, R1-1	1	EA	\$528.00	\$528.00
14	Handicapped Parking Sign	1	EA	\$528.00	\$528.00
15	ADA Parking Striping	1	LS	\$1,056.00	\$1,056.00
16	24" Solid White Stop Bar	1	LS	\$660.00	\$660.00
<b>SITE WORK, SUBTOTAL</b>					<b>\$109,428.00</b>

SITE FURNISHINGS					
Item	Description	Quantity	Units	Unit Price	Total
1	Dumor 6' Bench 165, Ipe Seat (Model# 165-60I)	1	EA	\$6,336.00	\$6,336.00
2	6' Picnic Tables - Dumor Table 77 (Model# 77-60HGD)	4	EA	\$2,805.00	\$11,220.00
3	Dumor Trash Receptacle 41, 32 Gallon, Ipe (Model# 41-32I)	2	EA	\$3,036.00	\$6,072.00
4	Pet Waste Station	1	EA	\$964.00	\$964.00
5	Narrative Signage (3 Signs N.I.C.)	0	EA	\$0.00	\$0.00
<b>SITE FURNISHINGS, SUBTOTAL</b>					<b>\$24,592.00</b>

SITE STRUCTURES					
Item	Description	Quantity	Units	Unit Price	Total
1	Pile Installation and materials	6	EA	\$3,102.00	\$18,612.00
2	Observation deck framing	192	SF	\$62.60	\$12,020.00
3	Timber cable rail	40	LF	\$244.20	\$9,768.00
4	Concrete abutment wall	1	EA	\$17,688.00	\$17,688.00
5	Overlook Trellis	1	EA	\$53,492.00	\$53,492.00
6	Timber trellis swing structures	3	EA	\$16,325.67	\$48,977.00
<b>STRUCTURES, SUBTOTAL</b>					<b>\$160,557.00</b>

07 - Pricing Schedule per Addendum #1

Item	Description	Quantity	Units	Unit Price	Total
<b>DRAINAGE</b>					
1	ADS 15" Drainage Basin with Grate Top	2	EA	\$4,620.00	\$9,240.00
2	1.5'W x 2' D Infiltration Trench, Incl. 6" Sand Bed Layer, 15" Clean Aggregate Layer, 3" Pea Gravel Layer	138	LF	\$76.52	\$10,560.00
3	Observation Well, 6" Schedule 40 PVC	1	EA	\$2,640.00	\$2,640.00
<b>DRAINAGE, SUBTOTAL</b>					<b>\$22,440.00</b>

Item	Description	Quantity	Units	Unit Price	Total
<b>WATER</b>					
1	2" PVC Water Service Line	136	LF	\$40.76	\$5,544.00
2	2" RPZ	1	EA	\$8,316.00	\$8,316.00
<b>WATER, SUBTOTAL</b>					<b>\$13,860.00</b>

Item	Description	Quantity	Units	Unit Price	Total
<b>SANITARY SEWER</b>					
1	4" PVC Sewer Service Line	145	LF	\$43.70	\$6,336.00
2	4" PVC Cleanout	3	EA	\$880.00	\$2,640.00
3	4" Dual Sweep PVC Cleanout	1	EA	\$1,584.00	\$1,584.00
<b>SANITARY SEWER, SUBTOTAL</b>					<b>\$10,560.00</b>

Item	Description	Quantity	Units	Unit Price	Total
<b>LANDSCAPING</b>					
1	Soil Testing (pH and Percolation)	1	LS	\$144.97	\$144.97
2	Soil Amendments	1	LS	\$2,718.97	\$2,718.97
3	Live Oak (2.5" caliper)	1	EA	\$1,264.59	\$1,264.59
4	Sabal Palmetto (15'-16')	1	EA	\$744.73	\$744.73
5	Encore Azaleas (3 gallon)	20	EA	\$62.54	\$1,250.87
6	Camellia (15 gallon)	4	EA	\$295.03	\$1,180.11
7	Hydrangea Nikko Blue (3 gallon)	3	EA	\$74.82	\$224.46
8	Dwarf Yaupon Holly (7 gallon)	10	EA	\$106.42	\$1,064.22
9	Mahonia 'Soft Caress' (3 gallon)	11	EA	\$65.77	\$723.51
10	Podocarpus pringles (7 gallon)	9	EA	\$111.33	\$1,001.93
11	Viburnum suspensum (7 gallon)	24	EA	\$101.82	\$2,443.57
12	Asiatic Jasmine (1 gallon)	78	EA	\$22.24	\$1,734.57
13	Zoysia (Sod)	16,653	SF	\$1.46	\$24,259.13
14	Pinestraw Mulch	120	BALES	\$12.54	\$1,504.57
15	Irrigation (100% Coverage)	1	LS	\$25,739.81	\$25,739.81
<b>LANDSCAPING, SUBTOTAL</b>					<b>\$66,000.00</b>

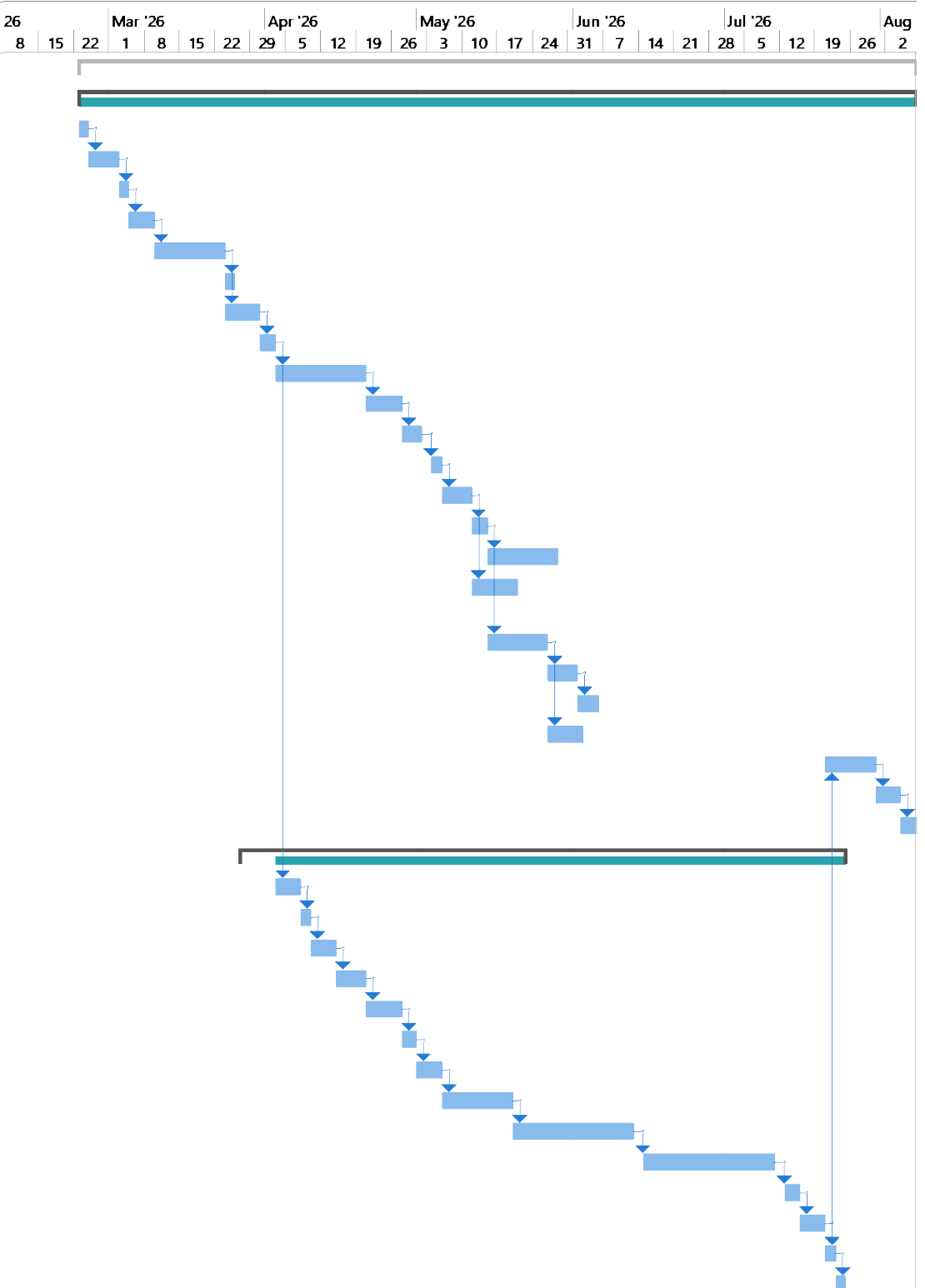
Item	Description	Quantity	Units	Unit Price	Total
<b>LIGHTING</b>					
1	Sign Uplight	2	EA	\$1,782.00	\$3,564.00
2	Tree Canopy Lighting	5	EA	\$2,006.40	\$10,032.00
3	Deck Pier Step Light	9	EA	\$1,642.67	\$14,784.00
4	Pergola Post Light	8	EA	\$1,650.00	\$13,200.00
5	Outlets	6	EA	\$880.00	\$5,280.00
6	Wiring	1	LS	\$5,280.00	\$5,280.00
7	Stub out for power at the future bridge lighting in waterproof junction box	1	LS	\$660.00	\$660.00
<b>LIGHTING, SUBTOTAL</b>					<b>\$52,800.00</b>

<b>PROJECT TOTAL</b>				<b>\$573,229.00</b>
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**ATTACHMENT 2**  
**CONSTRUCTION SCHEDULE**

# 06 - Construction Schedule (Estimated)

Task Name	Duration	Start	Finish
<b>SARAH RILEY HOOKS - LANDSCAPE &amp; SITEWORK</b>	<b>120 d?</b>	<b>Mon 2/23/26</b>	<b>Fri 8/7/26</b>
<b>1 Sitework</b>	<b>120 d</b>	<b>Mon 2/23/26</b>	<b>Fri 8/7/26</b>
1.1 Mobilization	2 d	Mon 2/23/26	Tue 2/24/26
1.2 Install Silt/Tree Protection	4 d	Wed 2/25/26	Mon 3/2/26
1.3 Inspection - PreClear	2 d	Tue 3/3/26	Wed 3/4/26
1.4 Install Remaining E&S Controls	3 d	Thu 3/5/26	Mon 3/9/26
1.5 Clearing & Grubbing	10 d	Tue 3/10/26	Mon 3/23/26
1.6 Demo	2 d	Tue 3/24/26	Wed 3/25/26
1.7 Strip Site	5 d	Tue 3/24/26	Mon 3/30/26
1.8 Rough Grade Site	3 d	Tue 3/31/26	Thu 4/2/26
1.9 Install Water & Sewer Laterals	12 d	Fri 4/3/26	Mon 4/20/26
1.10 Install Electrical / Technology Conduits	5 d	Tue 4/21/26	Mon 4/27/26
1.11 Layout of Curbing & Sidewalks	4 d	Tue 4/28/26	Fri 5/1/26
1.12 Install Curbing & Sidewalks	2 d	Mon 5/4/26	Tue 5/5/26
1.13 Paving Area Stone Base	4 d	Wed 5/6/26	Mon 5/11/26
1.14 Fine Grading of Site	3 d	Tue 5/12/26	Thu 5/14/26
1.15 Install Irrigation	10 d	Fri 5/15/26	Thu 5/28/26
1.16 Install Site Furnishing - Bench, Tables, Trash Receptacles & Pet Waste Station	7 d	Tue 5/12/26	Wed 5/20/26
1.17 Paving	8 d	Fri 5/15/26	Tue 5/26/26
1.18 Exterior Landscaping & Seed/Sod	4 d	Wed 5/27/26	Mon 6/1/26
1.19 Electrical Fixture Installation & Light Test	4 d	Tue 6/2/26	Fri 6/5/26
1.20 Striping, Signage & Wheel Stops	5 d	Wed 5/27/26	Tue 6/2/26
1.21 Asbuilt Survey	8 d	Tue 7/21/26	Thu 7/30/26
1.22 C of C Inspection	3 d	Fri 7/31/26	Tue 8/4/26
1.23 Site Cleanup	3 d	Wed 8/5/26	Fri 8/7/26
<b>2 Building Construction</b>	<b>86 d?</b>	<b>Fri 3/27/26</b>	<b>Fri 7/24/26</b>
2.1 Layout - Tack & Hub	3 d	Fri 4/3/26	Tue 4/7/26
2.2 Excavate Footings	2 d	Wed 4/8/26	Thu 4/9/26
2.3 Excavate for Abutment Wall	3 d	Fri 4/10/26	Tue 4/14/26
2.4 Compaction Test	4 d	Wed 4/15/26	Mon 4/20/26
2.5 Form & Rebar at Footings & Abutment Wa	5 d	Tue 4/21/26	Mon 4/27/26
2.6 Inspection - Pre-Pour	3 d	Tue 4/28/26	Thu 4/30/26
2.7 Pour Concrete for Footers & Abutment Wa	3 d	Fri 5/1/26	Tue 5/5/26
2.8 Rough Cut & Assembly of Swing Structures	10 d	Wed 5/6/26	Tue 5/19/26
2.9 Rough Cut & Assembly of Observation Dec	18 d	Wed 5/20/26	Fri 6/12/26
2.10 Rough Cut & Assembly of Overlook Trellis	20 d	Mon 6/15/26	Fri 7/10/26
2.11 Inspection - Framing & Fasteners	3 d	Mon 7/13/26	Wed 7/15/26
2.12 Final Inspections	3 d	Thu 7/16/26	Mon 7/20/26
2.13 Punchlist	2 d	Tue 7/21/26	Wed 7/22/26
2.14 Final Cleaning	2 d	Thu 7/23/26	Fri 7/24/26



### 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.