

TOWN OF EDISTO BEACH
2414 Murray Street
Edisto Beach, SC 29438

Litter Removal Highway 174

THIS CONTRACT is entered into by and between the Town of Edisto Beach and _____ (Contractor).

PURPOSE: The purpose of this contract is to provide roadside litter pickup and removal weekly between the McKinley Washington Bridge and the causeway at Edisto Beach.

IN CONSIDERATION of the mutual promises and understandings contained in this contract, the Contractor and Town agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide litter removal services for the Town described in the "Litter Removal Specifications" which is attached as Exhibit B and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
 - a. The period of performance under this Contract shall be from July 1, 2021 through June 30, 2022, unless sooner terminated or extended as provided herein.
 - b. The Town reserves the right to extend this contract for four additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total contract duration, with extensions, shall not exceed five (5) years. The Contractor shall respond within fifteen (15) days following the receipt of the Town's request for extension.
3. **COMPENSATION:**
 - a. Amount: The Town shall pay the Contractor _____ per week for litter removal of the entire distance between the bridge and the causeway. Partial removals will result in partial payments.
 - b. Additional Services: The Town may request the Contractor to provide additional services at a fee agreed to by both parties in advance.
 - c. Additions or Deletions: The Town may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be negotiated with the Contractor.

4. **PAYMENTS:** Payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by the Town within 30 days of receipt of each such invoice.
5. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A – RFP 2021-04 Litter Removal Highway 174

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) RFP 2021-04; (b) I Contract Specifications.

6. **RESPONSIBILITIES:**

- a. Contractor: The Contractor will adhere to schedule as bid, but the Contractor, with concurrence of the Contract Administrator or his/her designee, may alter the performance schedule as long as the required performance is maintained. The Contractor shall converse, on a monthly basis, with the Contract Administrator or his/her designee to ensure that the Town is satisfied with the service level.

7. **SUPERVISION/EMPLOYEES:**

- a. The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with the Contract Manager or his/her designee. The name, address and telephone number of the supervisor will be furnished to the Town.
- b. The Contractor will ensure that safety practices are followed in performance of the work, including but not limited to, wearing reflective safety vests, wearing appropriate footwear, and usage of roadside signage.
- c. By mutual agreement between the Town and the Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate and do not exhibit proper decorum expected in Town owned facilities.

8. **HOURS OF WORK:** Hours shall be set by the Contractor sufficient to perform the work as described.

9. **EQUIPMENT AND SUPPLIES:** The Contractor shall provide all safety equipment for the employees and garbage bags. Materials shall be first quality, shall give good service and shall give results satisfactory to the Town.
10. **INSURANCE:** Proof of performance bond in the amount of \$20,000 minimum covering all who would work in the Town building. Provide General Liability insurance coverage with \$200,000 limit, workman's compensation insurance in the amount of \$300,000, and auto liability insurance \$500,000 showing the Town of Edisto Beach as additional insured. Lapse in insurance will result in immediate termination of contract.
11. **NON-EXCLUSIVITY:**
- a. Nothing contained in this contract shall be construed to limit in any way the Town's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as the town may in its sole discretion deem appropriate.
 - b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.
12. **COUNTERPARTS:** This contract is to be executed in duplicate, and each duplicate shall be considered an original copy of this contract by each party for all purposes.
13. **GOVERNING LAW; JURISDICTION:** This contract shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court.
14. **INDEMNIFICATION; HOLD HARMLESS:** The Contractor will indemnify and hold harmless the TOWN OF EDISTO BEACH and its agents and employees from and against all claims, damages, losses and expenses, including payment of attorney's fees and litigation costs, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, its agents, subcontractors, and anyone directly or indirectly employed by Contractor or anyone for whose acts any of them may be liable. In any and all claims against the TOWN OF EDISTO BEACH or any of its agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to

the amount or type of damages, compensation or benefits payable by or for the Contractor under the workman's compensation acts, disability benefit ads, or other employee benefit acts. This paragraph shall survive the termination of this contract.

15. **ATTORNEY'S FEES AND COSTS:** The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this contract. This paragraph 16 shall survive the termination of this contract.

16. **INDEPENDENT CONTRACTOR:** Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Town. The Contractor, its employees, agents, and subcontractors are independent contractors.

17. **ENTIRE AGREEMENT:** This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

AGREED:

THE TOWN OF EDISTO BEACH

Iris Hill, Town Administrator

Name of Owner

DATE: _____

DATE: _____