



MASTER SERVICE AGREEMENT
CONTINUING POST CONSTRUCTION BEST MANAGEMENT PRACTICES
INSPECTION SERVICES
SCOPE OF WORK – EXHIBIT “A”

I. GENERAL

- A. The Consultant, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the State of South Carolina Division of Corporations and hold a current and valid Town of Bluffton Business License.
- B. The Consultant shall assume full responsibility for damage to Town property caused by the Consultant's employees or equipment as determined by designated Town personnel.
- C. The Consultant shall be solely responsible for the safety of the Consultant's employees and others relative to the Consultant's work, work procedures, material, equipment, transportation and related activities and equipment.
- D. The Consultant shall possess and keep in force all licenses, certifications and permits required to perform the services of this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. As needed and on-call service requirements shall be determined by actual need.
- F. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other Consultants for consulting and/or support services. Employees of the Town may elect to place orders with one or more Consultants under agreement with selection made on the basis of qualifications, experience, hours of operation, and/or availability of needed services.
- G. Services to be provided shall be performed by personnel directly employed by the Consultant. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Sub-Consultant's shall be accompanied by and under the direct supervision of the Consultant at all times.

- H. All sub-consultants must be pre-approved in writing by the Town. The Consultant shall provide the Town with three (3) references for each sub-consultant for similar work done within the past three-(3) years. All sub-Consultants must have a Town Business Licenses, as well as proper insurance and licenses.
- I. The Consultant shall ensure that the required services specified in this contract, meet the quality standards outlined therein. All work performed under this contract shall be consistent with best industry practices, to assure adequate protection of Town assets and configurations.
- J. All work shall be performed according to best industry standards as adopted by the State of South Carolina and to the complete satisfaction of the Town.
- K. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- L. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.

II. INSURANCE

The Consultant shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

Workers Compensation – The Consultant shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Professional Liability – The Consultant shall agree to maintain Professional Liability or equivalent Errors and Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence.

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 to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Professional Liability. The name for the Additional Insured endorsement issued by the insured shall read "Town of Bluffton", a municipality of the State of South Carolina, its officers, employees and agents along with the Contract and/or Bid number. 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.

III. OPTION RENEWAL PERIOD / PRICE REDETERMINATION

Hourly rates, fee schedules and reimbursables stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional option periods price adjustments may be made, however, any request for price redeterminations shall be made 90 days prior to the beginning date of the contract option renewal. The Consultant shall calculate and make a written request to the Town that the prices for the next renewal year be increased. Any renewals and price redeterminations shall be mutually agreed upon in writing by both the Town and Consultant through an amendment to the contract.

IV. PROJECT ESTIMATES

- A. Consultant shall provide written, “not to exceed” estimates on all projects. This estimate shall include the estimated number of hours, the current contracted hourly rate, number and type of employees required, estimated material cost and project completion in number of days. It shall be the Consultant’s responsibility to ensure they have all information to prepare accurate estimates.
- B. Projects shall only be performed with the Town’s written authorization by issuance of a Task Authorization from the Town’s Director of Engineering. Actual work shall not exceed the Consultant’s estimate without prior written authorization by the Town.
- C. The Town shall not be required to pay for the cost of preparing estimates for projects.

V. INVOICING AND PAYMENT

The Town shall make payment to the Consultant for all services provided by the Consultant pursuant to this Agreement. The Consultant shall submit a written invoice, with a copy to the Project Manager, for services rendered and the Town shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the Town’s Finance Department.

Paper Invoices shall be submitted to: Town of Bluffton
Attn: Accounts Payable Department
20 Bridge Street
Bluffton, SC 29910

Electronic Invoices may be submitted to: invoice@townofbluffton.com

VI. TASK AUTHORIZATION PROCESS

A. Task Authorization Process:

- All work under this contract will be performed via Task Authorizations.
- The Town will issue a Task Authorization, including an outline of the scope of work for each task to be completed.
- The Town will designate the project account and notify the Finance Department of internal billing requirements prior to executing the Task Authorization.
- The Town will ask Consultant to meet at the Town offices or on site, or via teleconference or email, for an initial scoping meeting to define and discuss the following:
 - project scope and objectives;
 - survey limits;
 - data collection needs & methods;
 - project design needs & options;
 - permitting needs;
 - hours per Task;
 - schedule;
 - site access;
 - property owner notification;
 - etc.
- Based on the field meeting, the scope outline Task Authorization will be refined if necessary by the Town and submitted to Consultant, along with a deadline for descriptive scope of work and fee development. Based on the scope of work and the schedule desired by the Town, Consultant shall develop a fee by assigning the number of hours required for each position to complete the Task Authorization, itemized per major work task. Fee shall correlate with the agreed upon hourly rates of the Master Service Agreement.
- The Town will have an opportunity to review the scope and fee and negotiate if deemed necessary. If both parties are unable to mutually agree on a fair and reasonable fee and schedule, the Town reserves the right to contract with another Consultant to perform the work.
- Once the fee, scope, and schedule are mutually agreeable, the Director of Engineering will approve each Task Authorization on behalf of the Town. The Task Authorization will then be sent to the Consultant for approval. Approval of the Task Authorization by the Town will serve as the official Notice to Proceed.

- Both a start and finish date will be clearly defined on the Task Authorization. Once the Task Authorization is signed by the Consultant and returned to the Town, work may begin.
- Once approved, all Task Authorizations will require a kickoff meeting at the Town offices or on site, including a representative of the Town and the Consultants key team members performing the work. At this meeting the Town will reiterate project objectives and answer any questions the Consultant may have.

B. Task Authorization Sequence of Events / Time Requirements:

- Consultant shall be able to meet with Town for the initial scoping meeting within 2 business days of the request.
- After the initial scoping meeting, the Town shall issue a Task Authorization within 2 business days.
- The Consultant shall develop a fee, scope and schedule proposal based on the Task Authorization and submit it to the Town within 5 business days of receiving the Task Authorization.
- The Town will respond with acceptance or comments within 2 business days of receipt of the proposal. The Consultant shall revise the proposal based on the Town comments within 2 business days.
- Once the fee, scope, and schedule are mutually agreeable the Town will issue a Notice to Proceed within 2 days in the form of the Task Authorization approved by the Director of Engineering.
- The Consultant shall be able to meet with the Town for the kickoff meeting within 5 business days of issuance of the Notice to Proceed.

C. Changes to Task Authorizations:

The Town will issue an addendum to the Task Authorization if additional work is required. The process shall be the same as that for the Task Authorization, with the objective to execute a mutually agreeable scope of work, schedule and fee for the additional work. Consultant shall notify the Town immediately if they recognize the need for an addendum to the Task Authorization.