

EXHIBIT "A"

SCOPE OF WORK

ON-CALL / AS-NEEDED ELECTRICAL SERVICES

I. GENERAL

- A. The Contractor, 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 Contractor shall assume full responsibility for damage to Town property caused by the Contractor's employees or equipment as determined by designated Town personnel.
- C. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- D. The Contractor shall possess and keep in force all licenses 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. The Town reserves the right to include additional units or remove current units during the tenure of this agreement.
- F. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other contractors for electrical services. Employees of the Town may elect to place orders with one or more contractors under agreement with selection made on the basis of price, location, hours of operation, and/or availability of needed services.
- I. Contractor shall supply a list of employee names and telephone numbers for emergency service and update this list as it changes.
- J. The Contractor shall employ sufficient qualified project managers/account executives, certified/licensed electricians and certified/licensed technicians who can arrive on the site within the specified time period and perform the services required.
- K. Services to be provided shall be performed by qualified, trained, certified and licensed service personnel, directly employed by the Contractor. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Subcontractor's shall be accompanied by and under the direct supervision of the Contractor at all times.
- L. The Contractor shall ensure and maintain or have access to an adequate inventory of standard replacement parts for common components in the system under contract within 24 hours.

- M. The Contractor shall furnish all labor, parts, materials, test equipment, tools, programming materials, and services to be performed in compliance with applicable standards, regulations and codes established by local, state and federal agencies.
- N. The Contract shall respond to all service requests, including repair calls regardless of the time of day or uncertain weather conditions. Repair calls shall be responded to within four hours. The Town will provide reasonable means of access to all equipment covered by the resulting agreement. The Contractor shall schedule the start and stop of all primary equipment considered incidental to the operation of the systems as arranged with Town representatives.
- O. The Contractor 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. The Town will conduct inspections on maintenance and repair work performed on equipment and systems to ensure the work is in compliance with the contract.
- P. The Contractor shall furnish and provide a warranty in which all work is to be free from defects of materials or workmanship for a period of one (1) year after acceptance of the work by the Town. Any defects developing within said period due to reasons stated shall be made good without any expense to the Town.
- Q. The Town will reimburse the Contractor at cost plus a percentage (%) approved markup for parts. Itemized receipts shall be submitted with every invoice.
- R. Projects shall include, but not limited to, adding additional circuits, replacing panels and subpanels, adding dedicated lines and grounds, replacing motors, wiring and other electrical work required by the Town. This work is to be performed by the Contractor on a time and material basis.
- S. All work shall be performed according to the standards of the electrical code as adopted by the State of South Carolina and to the complete satisfaction of the Town. The Contractor will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the Town when a permit or inspection is needed. The Contractor shall schedule any needed inspections.
- T. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- U. Man hours under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or for movement of Contractor owned equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labor. The hourly rate charged for any work performed after regular business hours of 8:00 am to 5:30 pm Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Fridays. Weekends or holidays shall not exceed 1.5 times the basic hourly labor rate for the individual performing the service.
- V. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.

- W. 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. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.
- X. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- Y. The Contractor shall obtain the permission of the Facilities Manager regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The Town shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the Town's facilities or grounds.
- Z. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

II. INSURANCE

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

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

Business Auto Policy – The Selected Contractor 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.

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.

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' Commercial General 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 ADJUSTMENT

Prices 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 adjustment shall be made 90 days prior to the beginning date of the contract option renewal. The Contractor shall calculate and make a written request to the Town that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

IV. PROJECT ESTIMATES

- A. Contractor shall provide written, "not to exceed" estimates on all projects except for emergencies. This estimate shall include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days. Contractor shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days of first contact by the Town. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- B. Non-emergency work shall only be performed with the Town's written authorization by issuance of a Task Authorization from the Facilities Manager. Actual work shall not exceed the Contractor'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. RESPONSE TIME AND CONTACT INFORMATION

- A. Non-emergency projects: Contractor shall provide the Town with a contact person's name and telephone number for normal working hours, 8:00 am to 5:30 pm, Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Fridays. If the contact information is different for after hours and weekends, Contractor shall provide this information as well. Answering machines are unacceptable as a point of contact. Contractor shall be able to start all non-emergency projects within five (5) working days after notification from the Town. The Contractor shall complete each non-emergency job within the time specified in the project estimate.
- B. Emergency projects: For the purpose of this contract, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a

