

# JAMES ISLAND PUBLIC SERVICE DISTRICT

1739 Signal Point Road  
Charleston, SC 29412  
Phone (843) 795-9060 / Fax (843) 762-5240

## REQUEST FOR PROPOSAL (RFP) # GF-2022-001

**ISSUE DATE:** Monday, September 6, 2022

**MANDATORY PRE-PROPOSAL MEETING:** Tuesday, September 20, at 2:00 PM (EST) at:  
James Island Public Service District  
1739 Signal Point Road  
Charleston, SC 29412  
District Conference Room

**OPENING DATE & TIME:** Tuesday, October 4, 2022, at 2:00 PM (EST)

**DELIVERY LOCATION:** James Island Public Service District  
1739 Signal Point Road  
Charleston, SC 29412

**PROCUREMENT FOR:** Metal Roof Replacement for Building 7

**DIRECT ALL INQUIRES:** David Hoffman, Director of Wastewater Services  
Email: [hoffmand@jipsd.org](mailto:hoffmand@jipsd.org) or Phone: 843-998-6188

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This solicitation does not commit James Island Public Service District (District) to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for goods or services. It is the responsibility of each offeror to see that its proposal is received on, or before, the date and time specified. No proposal will be accepted thereafter. The District assumes no responsibility for the delivery of proposals that are mailed and reserves the right to reject any or all proposals and to waive any informalities and technicalities in the Request for Proposals (RFP) process.

**Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract (Exhibit A) detailed below as the basis to establish a contractual relationship with the District.** Responding to this RFP acknowledges that the District has the right to omit your company's proposed terms of service and/or service agreement from the response package to be replaced by the Professional Services Contract (Exhibit A). Only the company names, company representatives, the agreed upon terms of consideration for the services, and the identification of the contract documents will be modified by the District in the template Professional Services Contract (Exhibit A) to establish the contractual relationship with the District.

All proposals must be submitted under sealed cover and mailed or hand-delivered at the location and time stated herein and will be opened thereafter:

**MAILING ADDRESS:**

James Island Public Service District  
Attn: Edward Kilcullen  
Director of Finance  
Post Office Box 12140  
Charleston, SC 29422-2140

**STREET ADDRESS:**

James Island Public Service District  
Attn: Edward Kilcullen  
Director of Finance  
1739 Signal Point Road  
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

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***Part I. GENERAL TERMS AND CONDITIONS***

***GF-2020-001***

**PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection under the supervision of the District's Administration Office from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

**BACKGROUND CHECK**

The District reserves the right to conduct a background inquiry of each offeror, which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories, and reputation in the business community. By submitting a proposal to the District, the offeror consents to such an inquiry and agrees to make available to the District such books and records as the District deems necessary to conduct the inquiry.

**FORCE MAJEURE**

The successful offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the offeror unless otherwise specified in the contract.

**FAILURE TO ENFORCE**

Failure by the District at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the District to enforce any provision at any time in accordance with its terms.

**FAILURE TO DELIVER**

In the event of failure of the successful offeror to deliver services in accordance with the contract terms and conditions, the District, after due oral or written notice, may procure the services from other sources and hold the successful offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

**RIGHTS RESERVED BY DISTRICT**

The right is reserved by the District to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the District.

**NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

Nonresident offerors receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident offeror must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a offeror located outside of South Carolina that receives a contract from the District must furnish to the District Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

Any offeror not presently registered with the appropriate state office may indicate the intent to do so should such offeror be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

**NON-APPROPRIATION**

Any contract entered by the District resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support the continuation of performance in a subsequent fiscal period or appropriated year.

**Please submit the following forms on or before 2:00 pm on October 4, 2022:**

1. Proposal Submission Form
2. Authorization Form
3. Exceptions Page

**NOTE: Please check our website for any addendums to this solicitation prior to submitting the proposal.**

**NOTE:** Please review our website at [www.jippsd.org](http://www.jippsd.org) for any amendments to this solicitation before submitting your proposal on the stated date and time.

## **1. DEFINITIONS**

**“Services Agreement” “Agreement Contract”** means the contract or District Purchase Order that will be issued between the District and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror’s response and acceptance by the District.

**“District” “Owner”** means James Island Public Service District.

**“Contractor”** means the person(s), firm(s), or corporation(s) appointed by the District to carry out all duties, obligations, work, and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions after submission of a Proposal. Both “Contractor” and “Offeror” are complementary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through an evaluation process, execution, and performance of the services.

**“Offeror”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Offeror.

**“Request for Proposals” (RFP)** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein and included in this Request for Proposals.

**“Services Works”** means and includes the provision by the successful Offeror of all services, work, duties, and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished, and performed by the Contractor.

## **2. PROJECT DESCRIPTION**

The James Island Public Service District (District) requests proposals from qualified and experienced contractors for replacing the roof of Building 7 at 1739 Signal Point Road, Charleston, SC 29412.

### **2.1. Prices**

All Prices shall remain **FIRM** and shall include the provision of all tools, equipment, labor, transportation, supervision, management, overhead, materials, services, and all other things necessary for the commencement, performance, and completion of services as described.

## **2.2. Evaluation Criteria**

The criteria for evaluation of the Proposals may include, but are not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror's qualifications, experience, and demonstrated performance

## **2.3. Irrevocability & Acceptance of Proposals**

The District requests that Proposals remain open for acceptance for not less than sixty (60) days from the closing date and time. The District reserves the right to waive formalities in, accept or reject any or all Proposals or the Proposal deemed most favorable in the interest of the District. The District will be under no obligation to proceed further with any submitted Proposal, and should the District decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments, or additional information will be accepted after the closing date and time unless invited by the District.

Should your Proposal be accepted, a purchase order will be placed to provide these services. Contract documents will be utilized to document the agreement thoroughly and completely.

## **2.4. Subletting**

If awarded, the Offeror will not, without the written consent of the District, assign, sublet or transfer any subsequent contract or any part thereof.

## **3. AWARD OF CONTRACT**

### **3.1. Notification of Award**

In writing, the District will notify the successful Offeror ("Contractor") of its decision to award the project.

### **3.2. Indemnity & Insurance Requirements**

The Contractor agrees to the indemnity and insurance requirements provided in Exhibit A.

### **3.3. Proof of Insurance**

Before the work commences, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the District.

### **3.4. Default**

The District reserves the right at its sole discretion to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the District.
- Fails to meet the District's standard of expected and agreed level of service and performance.

#### **4. PROPOSAL SUBMISSION**

Offerors must complete and submit the information following the format found on the Proposal Submission Form.

#### **5. EXAMINATION OF PROPOSAL DOCUMENTS**

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after submitting a Proposal, that there was any misunderstanding concerning the requirements and conditions imposed by the District. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted unless the District, at its sole discretion, deems that it would be unreasonable to do so or there are additional work requirements due to unforeseen circumstances.

#### **6. GENERAL INFORMATION**

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts. The District will not assume any responsibility or liability for any costs incurred by the Offeror in preparing a Proposal. Wherever possible, the District wishes to purchase goods and services that represent minimal environmental impact or that offer value to a sustainability objective.

#### **7. SCOPE OF SERVICES**

The Contractor shall perform the following services by the requirements as defined and noted herein:

Remove the existing roofing material and insulation on Building 7. All material removed from the property must be properly and legally disposed of in the landfill. Install new insulation to meet the required City of Charleston building code. Provide proposals for a Multi-Rib 26-gauge panel like the existing roof panel. All new roofing products shall be installed per the manufacturer's recommendations and published installation manuals. Provide and install all new sheet metal components, including and specifically limited to all flashings where needed. Remove existing gutters and install new gutters like the ones currently on the building and paint them the same color. Provide a 15-year manufacturer's warranty and a 2-year workmanship warranty for the weather tightness of the project.

**JAMES ISLAND PUBLIC SERVICE DISTRICT**  
PO Box 12140 / 1739 Signal Point Road  
Charleston, SC 29422  
Phone (843) 795-9060 / Fax (843) 762-5240

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***Proposal Submission Form***

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**SOLICITATION NUMBER:** RFP #GF-2022-001

**DESCRIPTION:** Metal Roof Replacement for Building 7

**OPENING DATE/TIME:** September 1, 2022 @ 2:00 pm

**LOCATION:** District Conference Room @ 1739 Signal Point Road  
Charleston, SC 29412

	<b>Proposal Amount</b>
<b>Metal Roof Replacement</b>	

- No minimum charges
- No miscellaneous charges on billing without pre-authorization and signature

**Note: Please visit our website for any addendums to this solicitation before submitting.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**Authorization Form**

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**SOLICITATION NUMBER:**                    **RFP #GF-2022-001**

**DESCRIPTION:**                                **Metal Roof Replacement for Building 7**

1. Location of Service Facilities: \_\_\_\_\_

2. Exceptions to the minimum specifications outlined above:

_____	_____
_____	_____
_____	_____

3. Provide two entities currently using this same or similar service.

	<u>Company/Organization</u>	<u>Contact Name</u>	<u>Phone Number</u>
a)	_____	_____	_____
b)	_____	_____	_____

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The undersigned, having fully familiarized itself with the information contained within this entire solicitation and applicable amendments, submits the attached response and other applicable information to the District, which it verifies to be true and correct to the best of its knowledge. The undersigned further certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment and is, in all respects, fair and without collusion or fraud. The undersigned agrees to be bound by all conditions set forth in this solicitation and certifies it has signature authority to bind the company listed herein.

_____	_____
<b>Company Name</b>	<b>Federal ID #</b>
_____	_____
<b>Mailing Address</b>	<b>Email</b>
_____	_____
<b>Print Name/Title</b>	<b>Contact Number</b>
_____	_____
<b>Authorized Signature</b>	<b>Date</b>



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*Exceptions Page*

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**SOLICITATION NUMBER:** RFP #GF- 2022-001

**DESCRIPTION:** Metal Roof Replacement for Building 7

**MANDATORY PROPOSAL SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the proposal documentation.

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\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Federal ID #**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Print Name/Title**

\_\_\_\_\_  
**Contact Number**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

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***“No Proposal” Response Form***

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**SOLICITATION NUMBER:** RFP #GF-2002-001

**DESCRIPTION:** Metal Roof Replacement for Building 7

**Please check the statement(s) applicable to your “No Proposal” response:**

- Specifications are restrictive, i.e., geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet the specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

***Comments:***

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\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Federal ID #**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Print Name/Title**

\_\_\_\_\_  
**Contact Number**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

## EXHIBIT A

### JAMES ISLAND PUBLIC SERVICES DISTRICT

#### STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND CONTRACTOR FOR CONSTRUCTION SERVICES CONTRACT

This is a Contract Agreement (the "AGREEMENT") by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT, a South Carolina Special Purpose District, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the "DISTRICT," and., a South Carolina Corporation, whose address is , SC 29412, hereinafter referred to as "CONTRACTOR."

#### ARTICLE 1. SERVICES OF CONTRACTOR

##### A. *Scope of Services*

The Contractor shall perform the following services by the requirements as defined and noted herein:

Remove the existing roofing material and insulation on Building 7. All material removed from the property must be properly and legally disposed of in the landfill. Install new insulation to meet the required City of Charleston building code. Provide proposals for a Multi-Rib 26-gauge panel like the existing roof panel. All new roofing products shall be installed per the manufacturer's recommendations and published installation manuals. Provide and install all new sheet metal components, including and specifically limited to all flashings where needed. Remove existing gutters and install new gutters like the ones currently on the building and paint them the same color. Provide a 15-year manufacturer's warranty and a 2-year workmanship warranty for the weather tightness of the project.

- i. The CONTRACTOR will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- ii. "Services" shall at all time relevant hereto mean performance of a task, assistance, support, or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in **RFP**.

B. *Description of Services*. CONTRACTOR will provide roofing services to the DISTRICT.

#### ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum*. The consideration for Services provided pursuant to this AGREEMENT shall be;

- B. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto, and the CONTRACTOR shall begin rendering Services on DATE.

### **ARTICLE 3. CONTRACT DOCUMENTS**

- A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and CONTRACTOR are as follows:
  - i. This Agreement
  - ii. A letter submitted by CONTRACTOR to DISTRICT dated
- B. Proposal submitted by CONTRACTOR to DISTRICT dated
- C. *Conflicts.* To the extent any conflicts arise within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

### **ARTICLE 4. STANDARDS OF PERFORMANCE**

- A. *Standard.* The standard of care for all Services performed or furnished by the CONTRACTOR under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Compliance.* CONTRACTOR does hereby agree to engage in the work described herein and perform same in a manner to be commonly expected of someone performing the services described below and herein.
- C. *Consultants.* CONTRACTOR may employ such consultants as CONTRACTOR deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.
- D. *Regulations and Standards.* CONTRACTOR shall comply with all applicable Laws, Regulations, and industry standards for the Services being provided as of the date of Commencement.

### **ARTICLE 5. INSURANCE**

- A. CONTRACTOR shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in **Exhibit 1**, "Insurance" to this AGREEMENT.

## **ARTICLE 6. INDEMNIFICATION**

- A. The Contractor shall indemnify and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all costs, losses, and damages (including reasonable attorney's fees and charges of engineers, architects, and other Contractors and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of CONTRACTOR, or any consultant, subcontract and/or supplier within CONTRACTOR's control to provide Services or for whose acts any of them may be legally liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such consultant, Supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The CONTRACTOR's indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) but only to the extent caused by (1) the negligent violation of or failure to comply with applicable law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by CONTRACTOR, or any person or entity for which the CONTRACTOR is legally liable, (2) negligence in the execution of performance of the Services, and (3) negligent failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. CONTRACTOR shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of them in enforcing any of the CONTRACTOR's defense, indemnity and hold harmless obligations under the AGREEMENT.

## **ARTICLE 7. TERMINATION**

- E. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the CONTRACTOR. Upon such

termination, DISTRICT shall pay CONTRACTOR all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

## **ARTICLE 8. DISPUTE RESOLUTION**

- A. *Mediation.* DISTRICT and CONTRACTOR agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

## **ARTICLE 9. EMPLOYMENT PRACTICES**

- A. *Equal Opportunity Employment.* CONTRACTOR shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* CONTRACTOR shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for CONTRACTOR related to this AGREEMENT. CONTRACTOR further agrees that CONTRACTOR is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g) and that the DISTRICT is not the "employer" as so defined with regard to such employees.
- C. *Indemnity.* CONTRACTOR agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, CONTRACTOR shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

## ARTICLE 10. GENERAL TERMS AND CONDITIONS

A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.

C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.

D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.

F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

G. *Assignability.* Any rights provided for in this Agreement to any party hereto are not assignable.

H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

# JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

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Signed By: Dave Schaeffer

Its: District Manager

Contractor Name

Dated:

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Signed By:

Its: President, Principal In Charge



**EXHIBIT 1**

“Insurance”

CONTRACTOR is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:

Contractor and General Liability

Each Occurrence: \$1,000,000.00

General Aggregate: \$2,000,000.00

Workman’s Compensation Insurance is in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the CONTRACTOR’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).

Umbrella/Excess Liability

Each Occurrence: \$1,000,000.00

General Aggregate: \$1,000,000.00

CONTRACTOR shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by CONTRACTOR. Coverage under the additional insured endorsement shall be considered primary.

If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of CONTRACTOR or for whom CONTRACTOR is liable for, CONTRACTOR shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.

D. Before DISTRICT is to execute this AGREEMENT, the CONTRACTOR shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.