



THE JAMES ISLAND PUBLIC SERVICE DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ)

QUALIFICATIONS FOR: Construction Manager at Risk (CM@R) Service
Professional Construction Manager at Risk Services for the
Replacement of Fire Station #2

PROPOSAL DUE: April 11, 2023, by 3:00 PM (EST)

SITE VISIT: April 6, 2023, at 2:00 PM (EST)

PROPOSAL DELIVERY: James Island Public Service District Fire Station #1
Headquarters
1108 Folly Road, Charleston, SC 29412

INTERVIEWS: Short-listed firms will be notified by Thursday, April 13,
2023, with interviews on Monday, April 17, 2023

**DIRECT ALL
INQUIRES TO:** Thomas B. Glick, II
Fire Chief
Email: glickt@jipsd.org or Phone: (843)991-3295

The James Island Public Service District (District/JIPSD) reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District. ***Responding to the RFQ 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.*** 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 to establish the contractual relationship with the District.

An electronic copy of the Proposal shall be submitted in electronic form to the Fire Chief at glickt@jipsd.org . Additionally, 5 hard copies of the Proposal shall be delivered to Fire Station #1 at 1108 Folly Road. Charleston, SC 29412. Proposals will be accepted until 3:00 P.M., local time April 11, 2023 by the Fire Chief at which time all Proposals shall be publicly opened, the Offerors' names shall be read aloud, and the Proposals will be tabulated. The Proposal must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the Proposal is firm for a period of not less than ninety (90) days from the scheduled Proposal opening date. The Proposal must be submitted as specified showing the proposal title in accordance with the instructions contained herein. **All inquiries shall be directed to the Fire Chief.** This solicitation does not commit the JIPSD to award a Contract, to pay any costs incurred in the preparation of a Submittal, or to procure or contract for the articles of goods or services. The JIPSD reserves the right to waive any informalities or irregularities, to accept or reject any or all responses and to award or refrain from awarding a contract to any Offeror, if it is in the best interest of the JIPSD to do so.

TABLE OF CONTENTS

- I. BACKGROUND/PROJECT OVERVIEW
- II. SCOPE OF SERVICES
- III. INSTRUCTIONS TO OFFERORS
- IV. GENERAL CONDITIONS
- V. SUBMITTAL REQUIREMENTS
- VI. EVALUATION/CRITERIA
- VII. OFFEROR'S ANTITRUST/NONCOLLUSION STATEMENT

I. BACKGROUND/PROJECT OVERVIEW

Fire Station #2 was built in 1964 and much has changed on James Island since 1964. The James Island Public Service District has determined the need for the replacement of its Fire Station #2 located at 853 Harborview Rd, Charleston, South Carolina.

As community growth drives an increase in calls for assistance and requests for emergency services, replacement of this fire station is necessary to maintain operational capacity and efficiency. Fire Station #2 is located on strategic high ground and well-located to provide emergency response to residents and businesses through James Island.

In 2022, Station #2 personnel responded to 627 emergency calls with Engine 802, an engine medical response unit. Additional vehicles are forecasted upon completion of the newly replaced station. The station design is expected to enhance the JIPSD's response capability and resiliency while blending in with its neighboring community and promoting community pride and engagement.

The James Island Public Service District is accepting statements of qualifications from contractors licensed in the State of South Carolina, to provide professional services associated with Construction Manager at Risk (CM-R) for the replacement of its Fire Station #2 (Station #2) located at 853 Harbor View Road, Charleston, South Carolina 29412. The JIPSD intends to rebuild Fire Station #2 through the Construction Management at Risk (CM-R) delivery method.

Through a competitive process, JIPSD has already contracted with Rosenblum Coe Architects, Inc. (RCA) and completed the conceptual design phase of Fire Station #2. CM-R that will be selected must be qualified and experienced in constructing this building type. Proposals from Joint Ventures, Design Build firms or any other alternate form of proposal will not be accepted. The CM-R services to be provided shall include all labor, materials and expenses to complete the work from all applicable disciplines including but not limited to interiors, graphics and signage, landscape design, structural, mechanical, electrical, low voltage, security, fire protection, and audio visual. JIPSD has determined that this project will not address LEED certification but should follow best practices for sustainability and energy efficiency.

The selected Offeror will develop presentation, work jointly with JIPSD and RCA throughout schematic, design development, and construction drawings and specifications for building; permitting and construction of the Fire Station, attend meetings with JIPSD Commission, Committees of JIPSD Commission, staff and public interest groups as directed by the JIPSD Fire Chief. JIPSD and RCA will work in cooperation with the CM-R in his/her preparation of preliminary and final Guaranteed Maximum Price (GMP), revisions to documents to reflect JIPSD staff review comments and changes to the documents required to meet the JIPSD's budget. Following GMP award, the successful Offeror will assist with construction administration services including construction closeout. The assessment and design shall incorporate any and all local, State and Federal regulations/standards which shall apply.

II. SCOPE OF SERVICES

The JIPSD intends to build Fire Station #2's replacement facility through the Construction Management at Risk (CM-R) delivery method.

Construction services shall include cooperation with the architect in his/her preparation of preliminary and final Guaranteed Maximum Price (GMP), revisions to documents to reflect JIPSD staff review comments and changes to the documents required to meet the JIPSD's budget.

The JIPSD intends to contract with the successful Offeror using the terms and conditions outlined in the Professional Services Contract Agreement listed as Exhibit A to this RFQ.

III. INSTRUCTIONS TO OFFERORS

1. Solicitation Documents

Each Offeror should carefully examine the solicitation documents, including any Addenda. Should the Offeror identify any discrepancies or ambiguities, he/she shall at once notify the JIPSD. The JIPSD shall not assume any responsibility for errors, oversight or misinterpretation or misunderstandings by the Offeror, after Submittals are received.

2. Preparation of Submittals

One (1) copy of the Offeror's Submittal shall be submitted electronically to the Fire Chief at glickt@jipsd.org. Five (5) hard copies of the Proposal shall be delivered to Fire Station #1 at 1108 Folly Road, Charleston, SC 29412. Submittals received after the scheduled opening date and time will be disqualified in accordance with the JIPSD's Instructions for Submittals:

- a. The 5 hard copies of the Proposals shall be printed on 8 ½ "X 11" paper; although pages containing organizational charts, matrices, or large diagrams may be printable on 11" X 17" paper in order to preserve legibility. Type size shall be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Submissions that do not conform to the requirements listed herein may be removed from consideration at the sole discretion of the JIPSD.
- b. Responses to this RFQ shall be limited in size to fifty (50) PDF pages. The Offeror should provide concise statements regarding its capabilities and past work accomplishments in relation to the JIPSD's needs as contained within these documents.
- c. All Submittals shall either be typewritten or legibly handwritten in ink. No erasures shall be permitted. Errors must be crossed out and initialed by the person signing the Submittal. Signatures on Submittals must be by a principal, duly authorized to make Contracts. The Submittal form must be fully complete and executed when submitted.

3. Submittal Opening

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing offers shall not be disclosed at the opening. Only the Submittal of the successful Offeror(s) shall be available for public inspection after the award of a Contract, and upon written request, during normal business hours, 8:00 A.M. - 5:00 P.M., Monday through Thursday. Propriety or confidential information and properly marked as such in any Submittal shall not be disclosed without prior written consent of the Offeror.

4. *Affirmative Action*

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability; Offerors shall comply with Title VI of the Civil Rights Act of 1964.

5. *Professional Fees*

This is a qualifications based RFQ only. Do not include any fees, rates or pricing within the statement of qualifications. Any award(s) considered as a result of this solicitation are conditioned not only on the following qualifications, but the negotiated cost of the services, which is considered fair and reasonable and agreeable to by both parties.

6. *Insurance*

The successful Offeror shall provide Certificates of Insurance to the JIPSD in accordance with the General Conditions of the Contract documents.

7. *Progress Payments*

Progress payments shall be allowable for this project, in accordance with an established schedule that will have been determined agreeable by both parties.

IV. GENERAL CONDITIONS

1. *Addenda*

Changes or corrections may be made in the "Solicitation" documents after they have been issued and before the Proposal due date. In such cases, written Addenda describing the changes or corrections will be issued by the JIPSD to all Offerors. **Written notification must be received no later than 5:00 P.M. on Thursday, April 6, 2023.** No allowance will be made for oversight or misunderstandings by the Offeror after Proposals are received. Such Addenda shall take precedence over the original portion of the solicitation documents concerned. JIPSD will not be held responsible for any oral instructions.

2. *South Carolina Law Clause*

Upon award of a Contract under this solicitation the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from business in this State, by submission of this signed submittal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

3. Prohibition of Gratuities

Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub- Contract order." All awards made shall conform to applicable South Carolina statutes.

4. Award Selection

Award selection shall be made to the best value Offeror whose Submittal is determined to be the most qualified and advantageous to the JIPSD, taking into consideration the evaluation factors set forth herein. In all cases the JIPSD reserves the right to: 1) waive any informalities or irregularities in the submittals; 2) reject any or all submittals; 3) to select or refrain from selecting the submittal of any Offeror; 4) negotiate with any or all qualified Offerors; and 5) to select the submittal that is in the best interest of the JIPSD. The JIPSD's Bids & Purchases Committee's decision shall be final.

5. Contract Award

In accordance with this Solicitation, any Contract awarded between the JIPSD and the selected Offeror shall be in accordance with the Award Selection and Criteria as contained herein, at a price determined fair and reasonable and acceptable between both parties. Prior to the award or the commencement of any negotiations, if applicable, with any Offeror, a statement may be required that "the Offeror has reviewed his Submittal, the workload of the organization, verified that key project personnel are still in place, and any other conditions which might change or effect the successful and timely completion of the project.

Negotiations, when applicable, will be conducted beginning with the Offeror who has been determined and selected as the most qualified by the JIPSD. Should the JIPSD be unable to successfully negotiate a Contract, which would be considered acceptable to the JIPSD, with the first choice Offeror, said negotiations shall be terminated and the JIPSD may conduct like negotiations with the next acceptable Offeror. Likewise, should the negotiations with the second choice Offeror fail to result in an acceptable agreement, these negotiations may be terminated, and new negotiations conducted with the third and subsequent Offerors. Negotiations with the second and subsequent Offerors shall be conducted in the same manner using the same criteria as with the first Offeror.

6. Contract Documents

Should an award be made as a result of this Solicitation, the Contract, Purchase Order or Agreement shall, by reference, consist of the following:

- A) Advertisement for Proposals
- B) Invitation to Offerors
- C) Instructions to Offerors
- D) General Conditions
- E) Scope of Services

- F) Antitrust/Non-Collusion Oath
- G) Offeror's Statement
- H) Contract, Agreement or Purchase Order
- I) Notice of Award – Consultant's Acceptance of Award
- J) Consultant's Certificates of Insurance
- K) Notice to Proceed
- L) Any Addenda
- M) Any Change Orders, Supplements or Modifications

V. SUBMITTAL REQUIREMENTS

The following information shall be included with each statement of qualifications tabbed in the following order:

- (a) Cover letter signed by principal of the firm in charge of the Offeror's team stating the Offeror's name and address, contact person and acknowledgement of the Offeror's understanding of the project scope and required services.
- (b) Provide Table of Contents
- (c) Provide team members firm's names, addresses, phone numbers, e-mails, fax numbers, type of ownership, licensure information, and number of years in business.
- (d) If the team's primary firm intends to associate with another local firm, clearly outline the division of responsibilities between the prime and associate firms. Identify members of the primary firm and the local firm to be assigned to this project. Note: Joint Ventures or Design Build teams are not permissible. If the prime firm has branch offices, indicate each individual branch office that will have a key role on the team.
- (e) Provide a brief history of the key firm members of the team, number of employees, areas of expertise, firm capabilities, specialized experience, and technical competence in development of construction of similar public works facilities. Provide a minimum of three (3) examples of previous similar projects within the last five (5) years, demonstrating the experience and level of expertise applicable to this project. Provide project name and location, project description, building area and budget, date of service and list disciplines provided. Summarize firms' experience with the Construction Management at Risk process. List any experience where team members have worked together before.
- (f) Provide an Organizational Chart of Proposed Team, illustrating the working relationships between the team firms and staff.
- (g) Resumes of principals and staff per firm member who will be assigned to provide services to this project. At a minimum, provide name, title, project assignment, education, current license(s) and list experience and qualifications relevant to this project assignment. Individual(s) should have, as a minimum, experience with construction of three (3) relevant projects within the last five (5) years. Provide project name and location, project description and date of service. Special emphasis shall be given to team's project manager and superintendent including experience with the Construction Management at Risk process or other accelerated methods of project delivery. If interviews are scheduled, the Offeror's project manager must attend. The submittal shall demonstrate not only the technical competence of staff to perform the required construction of the project as described herein, but also address the availability of staff and supporting personnel considering current existing commitments and their proximity to the proposed site and project component representatives.

- (h) Provide references of three (3) clients where similar design services were provided in the past five (5) years relative to the projects described herein.

Reference information should include:

Client's name, contact person, and telephone number

Project name

Project begin and completion dates

Original length of project in days

Was completion timely as required or promised (if not, explain)

Include letters of recommendation

Were budget constraints met?

- (i) Provide evidence of past experience and satisfactory performance on Contracts in terms of cost control, quality of work, compliance with performance schedules and timely submittals. Offerors shall provide sufficient information that can substantiate and indicate past performance of similar projects. Good references as required herein should satisfy this requirement.
- (j) Describe teams, firm and /or staff specific methodology, approach and experience with construction of public works facilities. List a minimum of three (3) such facilities, start and completion dates of service, estimated and final project area and project cost. Describe each project's most significant design challenges as applicable to this RFQ, and the proposed approach and /or strategy employed for addressing such challenges.
- (k) Provide evidence of financial stability of the CM-R company. List the total gross billings and current ratios including consultants for each of the last three (3) years.
- (l) Provide a detailed explanation of any special condition, exception or deviation from the RFQ.
- (m) If the offeror has been a part of any litigation in the last three (3) years, please include the style, case number and a brief description of the nature of the claim for each case.
- (n) If the offeror has ever failed to complete an engagement for construction services or defaulted on a contract to provide construction services, please describe the circumstances.
- (o) Provide signed statement from the Officer of the CM-R attesting that qualifications submitted are statements of fact including name, title, signature and date.
- (p) Experience with early procurement of equipment/materials.
- (q) Provide evidence of Workers Compensation, Professional, and General & Automobile Liability Insurance.

- (r) All Offerors shall complete and include with their Submittal, Offeror's Anti-Trust/Non- Collusion Statement. A JIPSD form is provided and contained herein and shall be submitted with each Offer.

VI. EVALUATION/CRITERIA

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the offerors that will result in an award that is in the best interest of the JIPSD.

The following is a list of selection criteria that will be used in evaluating statements of qualifications. Submittals will be evaluated in accordance with the criteria specified. The evaluation and selection of the CM-R firm will be based on the information submitted in the statements of qualifications plus references, any on-site interviews and/or presentations if required.

- | | |
|---------------------|--|
| 1. <u>Criteria:</u> | (Weighted Point System) |
| 20 Points | Firm(s) qualifications and capabilities. |
| 20 Points | Proposed organization, staff qualifications and proximity of qualified staff to the site(s) |
| 20 Points | References of similar projects. |
| 10 Points | Verifiable similar project experience and performance by the Team |
| 10 Points | Prescribed methodology and approach. |
| 10 Points | Financial stability of Team and member firm(s) |
| 10 Points | Offeror's overall ability to prepare a brief, concise, meaningful response in accordance with this Solicitation. |

2. Evaluation:

A committee will be selected and convened to review and evaluate all Submittals received, using the above criteria. The Selection Review Committee will review and evaluate all Submittals which are submitted. The Selection Committee, using the Evaluation Criteria as set forth herein will develop a short list of three (3) or more firms believed to be the most qualified.

3. Short List/Interviews:

The Selection Committee, having reviewed and evaluated all Submittals may, if considered necessary, generate a short list of qualified Offerors. If considered necessary and in the best interest of the JIPSD, qualified Offerors shall be notified, whereby interviews and presentations may be conducted by the Selection Committee and the Offerors. Should in-house interviews be considered desirable, all selected Offerors shall be afforded notification prior to the scheduling of any interviews. Any

Offeror who fails to attend an in-house, scheduled interview may be considered as non-compliant and its Submittal rejected. The JIPSD reserves the right for staff to conduct interviews by telephone if considered in the best interest of the JIPSD to do so.

Any awards considered as a result of this Solicitation are conditional, not only on the above, but the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

4. Negotiation Phase:

All negotiations between the JIPSD and any Offeror shall be in accordance with the general conditions of the Solicitation. The JIPSD shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements.

A model Contract will have been prepared and made available to both parties for review and finalization during these negotiations.

The participation in the submittal or the selection phase of this process, including interviews, does not commit the JIPSD to award a Contract or to pay any costs incurred by any Offeror relating to this Solicitation.

5. Schedule

- i. March 28, 2023: Release of CM-R RFQ.
- ii. April 6, 2023: Non-Mandatory Site Visit at 2:00 P.M
- iii. April 6, 2023: Question deadline at 5:00 P.M.
- iv. April 11, 2023: Proposal Opening at 3:00 P.M
- v. April 13, 2023: Short-Listed Firms will be Notified by 5:00pm
- vi. April 17, 2023: Interview Short-Listed Firms
- vii. April 20, 2023: Partially Executed Contract to Commission for Approval as part of the Meeting Packet for Regular Meeting Monday 24 April 2023
- viii. April 24, 2023: Contract to Presented to JIPSD Commission for Approval

VII. OFFERERS ANTITRUST/NON-COLLUSION STATEMENT

***James Island Public Service District Submittal Form
Offerors' Antitrust/Non Collusion Statement
(Must be completed and included with Offeror's Submittal)***

Page 1 of 2

I, the undersigned, certify that this Submittal does not violate any Federal or State Antitrust laws and that I have received and read the Solicitation Package for Requests for Statements of Interest and understand that this Submittal is subject to all conditions thereof. The undersigned offers and agrees, if this Submittal is accepted within ninety (90) days from the date of the opening, to furnish any or all items proposed and to deliver such items or services to the JIPSD within a timely manner as indicated in this Submittal.

A signature below indicates that the Offeror herein, his agents, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

A signature below indicates acknowledgement of receipt of Addendum No. , if applicable.

AUTHORIZATION

(Print Name of Contractor/Company)

(Signature)

(Printed Signature)

(Title)

(Mailing Address)

(City)

(State)

(Zip Code)

(Area Code & Telephone Number)

(Area Code & Fax Number)

***James Island Public Service District Submittal Form
Offerors' Antitrust/Non Collusion Statement
(Must be completed and included with Offeror's Submittal)***

Page 2 of 2

ILLEGAL IMMIGRATION

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub- subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (NOV. 2008) (An overview is available at www.procurement.sc.gov)

ETHICS CERTIFICATE

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9- 10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL 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 "INSERT NAME OF THE COMPANY," a South Carolina Corporation, whose address is "INSERT STREET ADDRESS," hereinafter referred to as "PROFESSIONAL."

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* ("Services").
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. "Services" shall at all time relevant hereto means 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 *Exhibit A*.

B. Description of Services. PROFESSIONAL will provide Construction Manager at Risk (CM@R) Services for the Replacement of Fire Station #2 to the DISTRICT.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

- A. Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.
- B. Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ____ day of every month for Services provided and accepted the previous month.
- C. Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:

- i. This Agreement
- ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.

B. *Conflicts.* To the extent any conflicts arises 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 PROFESSIONAL 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.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.
- C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL 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.* PROFESSIONAL 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. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in ***Exhibit B***, “Insurance” to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals 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 claim, 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), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONAL, or any consultant, subcontract and/or supplier within PROFESSIONAL’s control to provide Services or for whose acts any of them may be 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 PROFESSIONAL, 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 PROFESSIONAL or any such consultant, Supplier or individual or entity under workers’ compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL’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) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL 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 PROFESSIONAL's defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL 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 PROFESSIONAL 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.* PROFESSIONAL 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.* PROFESSIONAL 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 PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL 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.* PROFESSIONAL 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, PROFESSIONAL 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 effect 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 PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

Signed By: Dave Schaeffer

Its: District Manager

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: Insert Name of Representative

Its: Insert Title of Representative

EXHIBIT A

“Scope of Services”

The JIPSD intends to build Fire Station #2's replacement facility through the Construction Management at Risk (CM-R) delivery method.

Construction services shall include cooperation with the architect in his/her preparation of preliminary and final Guaranteed Maximum Price (GMP), revisions to documents to reflect JIPSD staff review comments and changes to the documents required to meet the JIPSD's budget.

The JIPSD intends to contract with the successful Offeror using the terms and conditions outlined in the Professional Services Contract Agreement.

EXHIBIT B

“Insurance”

Insurance

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
 - a. Each Occurrence:

\$1,000,000.00

 - b. General Aggregate:

\$2,000,000.00

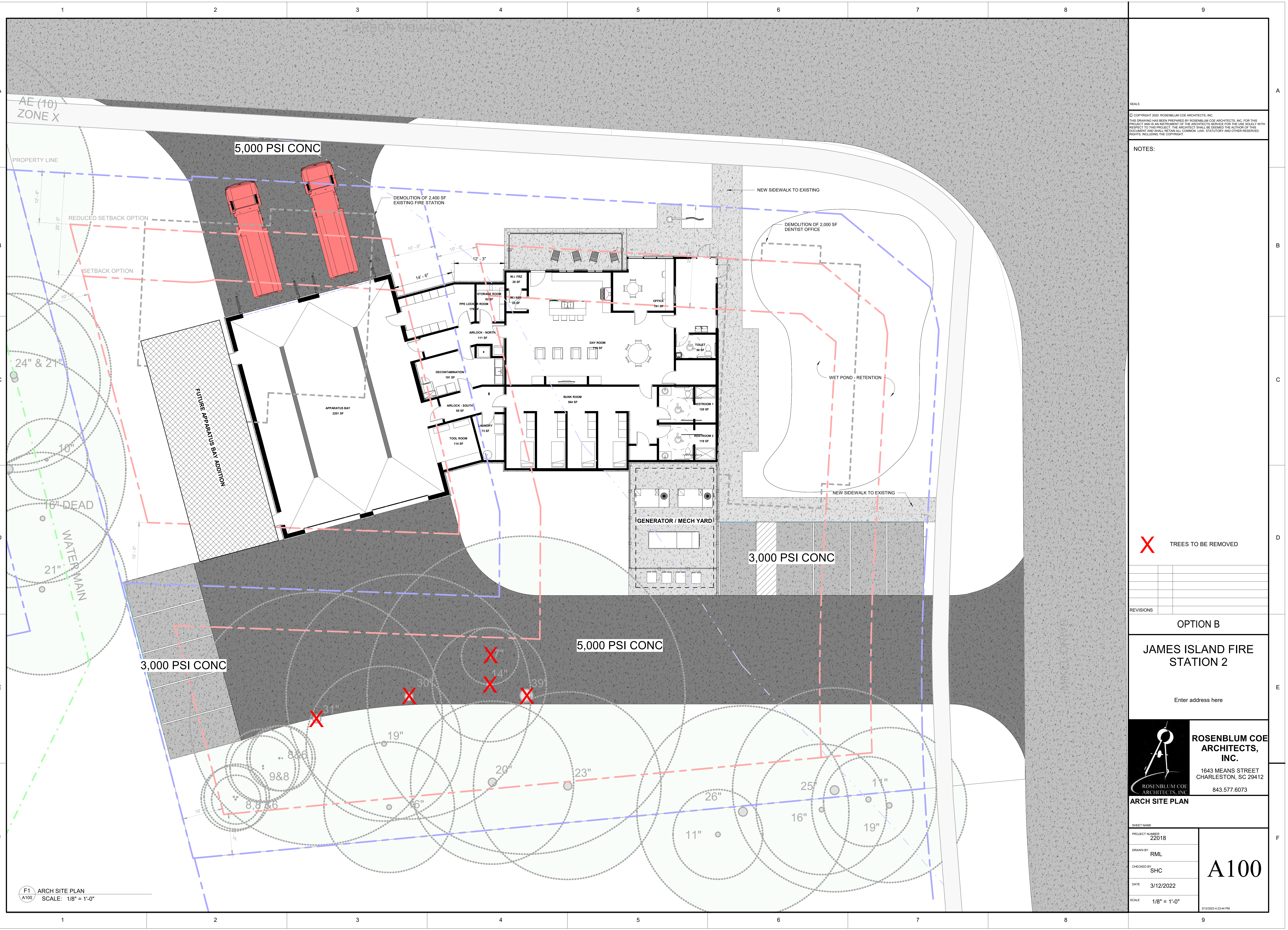
 - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
 - iv. Umbrella/Excess Liability
 - a. Each Occurrence:

\$

 - b. General Aggregate:

\$

- B. PROFESSIONAL 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 PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL 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 PROFESSIONAL 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.



SEALS

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NOTES:

TREES TO BE REMOVED

REVISIONS

OPTION B

JAMES ISLAND FIRE STATION 2

Enter address here



**ROSENBLUM COE
ARCHITECTS,
INC.**

1643 MEANS STREET
CHARLESTON, SC 29412
843.577.6073

ARCH SITE PLAN

SHEET NAME

PROJECT NUMBER
22018

DRAWN BY
RML

CHECKED BY
SHC

DATE 3/12/2022

SCALE $1/8" = 1'-0"$

A100

3/12/2023 4:23:44 PM



SEALS

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NOTES:


GROSS SQFT = 5,700

REVISIONS

OPTION B

JAMES ISLAND FIRE STATION 2

Enter address here

**ROSENBLUM COE ARCHITECTS, INC.**
1643 MEANS STREET
CHARLESTON, SC 29412
843.577.6073

1ST FLOOR PLAN

SHEET NAME	A101
PROJECT NUMBER	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	







