



JAMES ISLAND PUBLIC SERVICE DISTRICT

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

REQUEST FOR PROPOSAL (RFP)

PROCUREMENT FOR:	Metal Roof Replacement for Building #4 with no skylight
SUBMISSION DEADLINE:	Monday, October 21, 2024, by 2:00 PM (EST)
NON-MANDATORY SITE VISIT:	Monday, October 7, 2024 2:30 - 4:00 PM (EST) JIPSD Signal Point Complex 1739 Signal Point Rd Charleston, SC 29412
MANDATORY PRE-PROPOSAL MEETING:	Thursday, October 10, 2024, at 10:00 AM (EST) JIPSD Signal Point Complex 1739 Signal Point Rd Charleston, SC 29412
BID OPENING DATE & TIME:	Monday, October 21, 2024, at 2:00 PM (EST)
DIRECT ALL INQUIRES:	Steve Aden, Director of Fleet Services Email: adens@jipsd.org Phone: (843) 998-6183

Important Note to Respondents: The James Island Public Service District (District) 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 RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract 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. 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 to establish the contractual relationship with the District.

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1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS

- 1.1** This request for proposal (RFP) outlines the nature and scope of the Metal Roof Replacement for Building #4 for the James Island Public Service District (District), located in Charleston, South Carolina, 29412. Proposer or Proposers with principals, spouses of principals, or any other stakeholders who are also employed by the District, shall be deemed not eligible to submit proposals on this project. The District reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of South Carolina, policies of the District or creates a conflict, or the appearance of a conflict, of interest for the District.
- 1.2** The James Island Public Service District is a special purpose district created by Act No. 498 of the General Assembly of the State of South Carolina, Regular Session of 1961, and subsequent Amendments, for the purpose of providing wastewater, solid waste, fire protection and rescue services, on James Island. The District provides these services to residents in the unincorporated areas of James Island as well as the residents of the Town of James Island, and some residents of the Cities of Charleston and Folly Beach. The District operates as a Special Purpose District form of government, with Ashley Kellahan, District Manager, serving as Chief Executive Officer and its Commission consists of 7 elected officials who serve 4-year terms. We provide Wastewater services to approximately 13,000 customers on James Island. Through Automatic Aid partnership with other entities, we provide Fire & Rescue services to over 10,000 homes and businesses from our four James Island PSD Fire Stations on James Island to the island's residents and those in surrounding Charleston Area communities. We provide Solid Waste Services to over 8,600 properties on James Island.
- 1.3** For purposes of this RFP, Proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the District. Please reference Article 5 of the Professional Services Contract (PSC). Responding to the RFP acknowledges your company agrees to using the terms and conditions detailed in the Professional Services Contract 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. 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.

2.0 SCOPE OF WORK

2.1 Description of Services:

- Remove the existing roofing material and insulation on Building #4.
- All material removed from the property must be properly and legally disposed of in the landfill.
- Install new insulation to meet all relevant building codes.
- 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.

3.0 PROPOSAL ORGANIZATION

The proposal should consist of the following information in the outline indicated.

3.1 General Information

- 3.1.1 Identify the Proposer's legal status (i.e., corporation, partnership, etc.), and its address, name of single point of contact, single point of contact information, and name of person with binding authority to enter contracts.

3.2 Understanding/Statement of Interest

- 3.2.1 Indicate the Proposer's knowledge and understanding of the District's request and their capabilities to carry out the scope of work.
- 3.2.2 Describe Proposer's history, financial resources, capabilities, and stability. Provide information demonstrating Proposer's ability to fiscally manage and monitor services proposed.

3.3 Personnel

- 3.3.1 Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.
- 3.3.2 A detailed description of the Proposer's sales, account management, and technical services teams assigned to District. Include biographies and numbers of years working in the capacity proposed with the Proposer.
- 3.3.3 Provide a certification list for technical staff in each service category proposed.

3.4 References

- 3.4.1 Identify 3 current references that the District may contract regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:

- Contact name and title
- Contact address and telephone
- Contact email

3.5 Contract Terms and Conditions

3.5.1 Proposer shall submit written example of terms and conditions for the work described in their proposal. The District will review and may propose amendments to that contract or provide alternative contract language. Proposer agrees to have all training sessions recorded and all training content will be owned by the District.

4.0 CONDITIONS FOR PROPOSAL SUBMITTAL

4.1 Proposal Format

Cover letter – The letter should include a project statement describing the understanding of the goals and objectives, as well as the approach and philosophy regarding the project. Full name, address, email, and contact telephone number of the consultant or firm. Length of time performing this work. Resume of consultant(s) performing the work. Portfolio of consultant(s) completing the work (a link to electronic portfolio is sufficient). Include three to four references and contact information for similar projects. List services provided to client. Cost of project with breakdown. While cost is a determining factor, we are not required to accept the lowest cost. The proposal should be submitted on 8-1/2" x 11" soft bound sheets as well as emailed to Steve Aden adens@jipsd.org

4.2 Questions

Proposers are asked to submit questions related to the specific project requirements and contents of proposal, in writing to: Steve Aden @ adens@jpsd.org by close of business Monday, October 7, 2024. Proposers are cautioned not to contact any District staff directly. Evidence of such contact may be cause for rejection of proposal.

4.3 Proposal Submission/Deadline

Proposers are required to submit two (2) hard copies and one (1) electronic copy of their service proposal in one package/envelope. Both the proposal and the cost proposal must be submitted to the following address:

**Ed Kilcullen, Director of Finance
1739 Signal Point Road
James Island SC, 29412**

Late proposals will not be accepted.

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. The District expects each Proposer to have a legal review performed prior to proposal submission. Each proposal must be submitted in a sealed envelope prominently marked as follows:

Fleet Roof Replacement RFP by:

PROFESSIONAL NAME: _____

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

4.4 Retention of Proposals

Upon submission, all proposals become the property of the District, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

5.0 PROPOSAL EVALUATION

5.1 Method of Award

The District considers the subject matter of this proposal to be a professional service. Emphasis will be placed upon the number of service categories the Proposer can provide, the quality of the services offered, experience factors, the competency of the prospective Proposer, and outside references.

5.2 Cancellation of Award

The District reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

5.3 Evaluation Procedures

It is the intent of the District to review all proposals and judge their merit. The District may elect to invite final Proposers to present and/or demonstrate services during the evaluation period.

Failure of the Proposer to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

5.4 Criteria for Evaluation

The decision on selecting a Proposer for the project will be based on the following criteria:

5.4.1. Service Experience:

- Experience of Proposer
- Proposer's Depth
- Similar Type Services
- Similar Size Services
- Proposer's Stability
- Proposer's References

5.4.2. Understanding/Compatibility

- Understanding of the District's Needs Based on Information Provided
- Interest/Commitment

5.4.3. Approach

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances
- Proposer's ability to provide the services

5.5 Oral Presentation

Following evaluation of proposals, Proposer may be required to give an oral presentation of their proposal to the District's Senior Staff. This will provide an opportunity for the Proposer to clarify or elaborate on specifics within their proposal. Proposers will be expected to pay for any costs they incur for the oral presentation along with any costs associated with preparing and transmitting informational responses.

5.6 Rejection of Proposals

The District reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The District also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

6.0 MISCELLANEOUS PROVISIONS

6.1 Contract Provisions

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Proposer deviates in any way from previous proposed services, the District may reject the proposal and begin negotiations with another Proposer.

6.2 Non-Discrimination

The responding Proposer must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

6.3 Lobbying

Any attempt to contact members of the District's Commission, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of your proposal.

6.4 Limitations

The District will not be responsible for any costs incurred by applicants in preparing proposals.

JAMES ISLAND PUBLIC SERVICE DISTRICT

PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422
Phone (843) 795-9060 / Fax (843) 762-5240

Proposal Submission Form

DESCRIPTION: Metal Roof Replacement for Building 4

OPENING DATE/TIME: October 21, 2024 @ 2:00 pm

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

	Proposal Amount
Metal Roof Replacement	

- 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

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

Authorization Form

DESCRIPTION: Metal Roof Replacement for Building 4

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) _____	_____	_____

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.

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

JAMES ISLAND PUBLIC SERVICE DISTRICT
PO Box 12140 / 1739 Signal Point Road
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Exceptions Page

DESCRIPTION: **Metal Roof Replacement for Building 4**

MANDATORY PROPOSAL SUBMISSION FORM

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

Company Name

Federal ID#

Mailing Address

Email

Print Name/Title

Contact Number

JAMES ISLAND PUBLIC SERVICE DISTRICT

PO Box 12140 / 1739 Signal Point Road

Charleston, SC 29422

Phone (843) 795-9060 / Fax (843) 762-5240

"No Proposal" Response Form

DESCRIPTION: Metal Roof Replacement for Building 4

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:

Company Name

Federal ID#

Mailing Address

Email

Print Name/Title

Contact Number

Authorized Signature

Date

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* (“Scope of Services”).
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. “Scope of Services” shall at all times be 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 replace the roof of Building 4 at 1739 Signal Point Road, Charleston, SC 29412 as delineated in *Exhibit A (Scope of Services)*.

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, 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 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 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 PROFESSIONAL, or any consultant, subcontract and/or supplier within PROFESSIONAL'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 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) 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 PROFESSIONAL, or any person or entity for which the PROFESSIONAL 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. 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: Ashley Kellahan

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 James Island Public Service District (District) requests proposals from qualified and experienced contractors for replacing the roof of Building 4 at 1739 Signal Point Road, Charleston, SC 29412. The Professional shall perform the following services by the requirements as defined and noted herein:

- Remove the existing roofing material and insulation on Building 4. All material removed from the property must be properly and legally disposed of in the landfill. Install new insulation to meet all relevant building codes.
- 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.

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: \$1,000,000.00
 - b. General Aggregate: \$1,000,000.00
- 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.