



**INVITATION FOR BIDS  
NO. 2025-01**

**Exterior Painting Services**

**PROJECT OVERVIEW**  
**(See Attachment A for Details)**

**DATE:** January 17, 2025

**SOLICITATION NUMBER:** IFB No. 2025-01

**DESCRIPTION OF WORK:** Exterior Painting Services

**PRE-BID CONFERENCE:** **Non-Mandatory**  
January 29, 2025 @ 11:00 am EST  
Building 2 - Conference Room  
1739 Signal Point Road  
Charleston, SC 29412

**DUE DATE FOR WRITTEN QUESTIONS:** January 30, 2025, at 5:30 p.m. EST  
Ashley Kellahan, District Manager  
Email only: [kellahana@jipsd.org](mailto:kellahana@jipsd.org)

**DUE DATE/TIME:** Thursday February 6, 2025, at 2:00 pm EST

**LOCATION:** Building 2 - Conference Room  
1739 Signal Point Rd  
Charleston, SC 29412

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This solicitation does not commit the James Island Public Service District to award a contract, to pay any cost incurred in the preparation of applications submitted, or to procure or contract for the services. The JIPSD reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this Invitation for Bid if it is in the best interest of the JIPSD to do so. The JIPSD will be the sole judge as to whether offers submitted meet all requirements contained in this solicitation.

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**INVITATION FOR BIDS (IFB)**  
**GENERAL TERMS AND CONDITIONS**

**1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS**

- A. Bids must be submitted on the forms furnished or copies thereof and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to James Island Public Service District, Administration Department, 1739 Signal Point Road, Charleston, South Carolina 29412. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Lawn Maintenance, Engineering Services), along with the due date and time.

**2. Bids submitted after the "Opening" date and time are considered "Late Bids". Late Bids will not be opened or considered.**

- A. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- B. Bidders shall promptly notify the JIPSD, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- C. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the JIPSD website at <https://www.jipsd.org/services-departments/finances/> for any additional information, revisions, or addenda that may be posted.
- D. No substitutions will be considered after the Contract award except by amendment or change order.
- E. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- F. The JIPSD seeks a single, qualified company to be responsible for completion of the work (hereinafter "Work") described herein (although the JIPSD reserves the option to award portions of the project to multiple bidders if such is to the advantage of the JIPSD). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the JIPSD.
- G. The following are included in the Bid Package:

Attachment A: Special Instructions/Terms and Conditions  
Attachment B: Scope of Work/Specifications  
Attachment C: Sample Contract  
Attachment D: Sample Forms

## Attachment E: Required Forms

**3. NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

**4. BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

**5. AWARD OF CONTRACT**

- A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the JIPSD, price and other factors considered.
- B. The JIPSD reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. The JIPSD shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

**6. NOTICE OF AWARD OF CONTRACT**

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the JIPSD will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Notice to Proceed.

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within Five (5) Business Days after the issuance of the Notice of Award.

**7. CONTRACT DOCUMENT**

The successful Bidder shall be required to execute a formal contract within Five (5) Business Days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes in Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the bid opening.

**Bidders should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a bid. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the JIPSD to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

## **8. NOTICE TO PROCEED**

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the JIPSD as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the District Manager or designee.

## **9. BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the Bidder may be requested by the District Manager or designee to submit a statement providing additional information regarding their previous experience in performing comparable work.

## **10. SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the District Manager or designee a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Director.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time it has been determined that any subcontractor is incompetent or undesirable, the Director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the JIPSD.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

## **11. INDEMNIFICATION**

The JIPSD has defined this section in the Professional Services Contract (PSC) Sample Contract.

## **12. TERMINATION**

The JIPSD has defined this section in the Professional Services Contract (PSC) Sample Contract.

**13. STATE AND LOCAL TAXES**

Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.

The successful Bidder shall calculate that portion of the Contract which is subject to the nine percent (9.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Bidder. If the successful Bidder is a non-South Carolina company, the JIPSD will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes JIPSD with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the JIPSD for any loss, cost, or expense incurred by, levied upon or billed to the JIPSD as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and shall ensure withholding on out of state subcontractors to which withholding is applicable.

**14. DRUG-FREE WORKPLACE ACT**

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).

**15. INSURANCE REQUIREMENTS**

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. The JIPSD shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within Five (5) Business Days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the JIPSD to revoke its Notice of Award, forfeit any bid security, and award the Contract to another successful Bidder. The JIPSD may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any subcontractors to carry the same coverages in the same amounts.

Emailed or faxed Insurance Certificate(s) and Endorsement(s) will be accepted.

**ATTACHMENT A**

**SPECIAL INSTRUCTIONS/  
TERMS AND CONDITIONS**



**INVITATION FOR BIDS**  
**SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**

**1. PRE-BID CONFERENCE AND SITE VISIT:**

Interested Bidders are required to attend a Non-Mandatory pre-bid conference on **January 29, 2025, at 11:00 a.m.**, at 1739 Signal Point Road, Charleston, SC 29412. Interested Bidders may also tour the facilities during operating hours to ensure accurate pricing. Visits must be made during normal operating hours, M-Th 7:30 am – 5:30 pm. All visitors must report to the front office in the Administration Building.

**2. WRITTEN QUESTIONS DEADLINE:**

The last day and time for submittal of written questions shall be no later than **5:30 p.m., January 30, 2025.**

**3. BID SUBMITTAL DEADLINE:**

Bids will be received until **2:00 p.m., Thursday, February 6, 2025, (as indicated on the official clock in the Conference Room)** after which time will be publicly closed and read. Bidders are invited to attend the opening of this bid at the time stated above.

**4. PROJECT TIME OF COMPLETION:**

To Be Determined.

**5. DAMAGES**

The JIPSD has defined this section in the Professional Services Contract (PSC) Sample Contract.

**6. PAYMENT TO CONTRACTOR**

The JIPSD shall pay successful Bidder for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in Attachment C, Sample Contract.

**7. PERMITS AND LICENSES**

The successful Bidder shall, without additional expense to the JIPSD, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, City of Charleston, or Charleston County or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina or Charleston County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

# **ATTACHMENT B**

# **SCOPE OF WORK**

**INVITATION FOR BIDS**  
**SCOPE OF WORK**

This proposal is for the exterior painting of the James Island Public Services District's facilities located at 1739 Signal Point Rd, Charleston, SC 29412.

The scope includes prepping the facilities to include but not limited to pressure washing to remove dirt, mold, mildew, etc., covering/protecting the work zone, scrape/sand any deteriorated and peeling surfaces, filling open cracks and joints, prime and prepping surfaces to include raw wood, rust, repaired and deteriorated surfaces.

After surface prep, durable exterior paint is to be applied with 2-3 coats as needed. Accepted brands include Sherwin Williams and Benjamin Moore. Surfaces to be painted include brick siding trim, fascia, roofline, doors with trim, and windows with trim. Painting is not included for the top of the roofs. However, optional pricing shall be included for the roofs on buildings 2 and 5.

Below is a list of the buildings with square footage:

Building 1 (Administration) – 3,261 SF

Building 2 (Wastewater Administration) – 1,638 SF

Building 3 (Wastewater Maintenance) – 2,640 SF

Building 4 (Fleet Maintenance) – 4,000 SF

Building 5 (Solid Waste) – 1,227 SF

Building 6 (Wastewater Storage) – 2,400 SF

Building 7 (General Storage) – 3,000 SF

Proposal shall include a 3-year guarantee on all painted surfaces against peeling, cracking, or blistering of materials applied by the awarded painting contractor.

Pricing shall be submitted on included bid tabulation sheet.

Contractors are encouraged to tour the facilities during operating hours to ensure accurate pricing. Visits must be made during normal operating hours, M-Th 7:30 am – 5:30 pm. All visitors must report to the front office in the Administration Building.

**ATTACHMENT C**

**PROFESSIONAL SERVICES CONTRACT  
(PSC)  
SAMPLE CONTRACT**

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON ) JAMES ISLAND PUBLIC SERVICE  
 DISTRICT PROFESSIONAL  
 SERVICES CONTRACT

This Contract (the “CONTRACT”), is entered this \_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), 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 the “JIPSD”), and “\_\_\_\_\_,” a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_, (“Contractor”) (“Party” as to each the JIPSD or Contractor; collectively as the “Parties” herein)

**RECITALS:**

**WHEREAS**, the JIPSD wishes to contract for certain services as further identified in the Scope of Work in the applicable invitation for bids or request for proposals and as set forth in EXHIBIT A attached hereto (“Work” and/or “Services”); and

**WHEREAS**, the Contractor has represented to the JIPSD that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

**WHEREAS**, the JIPSD has relied upon the above representations by the Contractor; and

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

**SECTION 1. Contract Documents**

1. **Documents.** The documents which form the basis for this contractual understanding between JIPSD and Contractor are as follows and incorporated herein by reference:
  - a. This Contract;
  - b. Invitation for Bids (IFB) NO. 2025-01/Scope of Work;
  - c. Contractor’s Insurance Certificate(s) and Endorsement(s);
  - d. Contractor’s Bid or Response dated \_\_\_\_\_.
2. **Conflicts.** To the extent any conflict arises within the documents set forth in Section 1.1 (Documents) or any other document, the terms as set forth in this Contract shall govern. If this Contract does not address the language in conflict, the stricter application of the requirement or obligation shall apply. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the Contractor shall notify the JIPSD immediately upon discovery of the same for resolution by the JIPSD. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents. Whether presented as part of Contractor’s Bid or Response or in any other manner, no terms and conditions or standard contract agreement of Contractor shall be incorporated as part of the Contract Documents herein unless specifically approved in writing by the JIPSD and only to the extent such terms and conditions are not inconsistent with any obligation, term or condition in this Contract.

**SECTION 2. Description of Services and Scope of Work**

1. Contractor shall provide, or cause to be provided, the services set forth in this Section 2 and as set forth in EXHIBIT A (“Scope of Work”).
2. The Contractor will provide Services and perform all obligations necessary thereto as described in this Contract.
3. “Scope of Work” shall at all times be relevant hereto means performance of a task, assistance, support or access to resources under this Contract and deliverable of such as delineated herein or as expressly listed in EXHIBIT A.

**SECTION 3. Payment for Services**

1. **Contract Sum.** The consideration for Services provided pursuant to this Contract shall be the lump sum amount, including taxes, of \$XX,XXX.XX per year for a period of twelve (12) months based on monthly payable terms.
2. **Payment.** Payments under this Contract are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis. Contractor shall be paid monthly upon completion of the Work which shall be paid by the JIPSD’s authorized representative. Final Acceptance is defined as the JIPSD accepting the Work from the Contractor when the JIPSD deems the Work completed in accordance with the terms of the Contract. Final Payment is defined as the last payment from the JIPSD to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

All invoices shall be addressed to:

James Island Public Service District  
Accounts Payable  
PO Box 12140  
Charleston, South Carolina 29412

**SECTION 4. Time: Term of the Contract**

1. The JIPSD hereby contracts with Contractor to provide the Scope of Work specified herein for a period of one (1) year beginning \_\_\_\_\_, \_\_\_\_, 20\_\_.
2. The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

**SECTION 5. Standards of Performance**

1. **Standard.** The standard of care for all Services performed or furnished by Contractor under this Contract 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. Contractor 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.

2. **Compliance with Legal Requirements, 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 of the Services. All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of these Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the JIPSD harmless and indemnify same in the event of non-compliance as set forth in the Contract. The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its 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.” The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractor’s language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the JIPSD harmless and indemnify same in the event of non-compliance.

#### **SECTION 6. Employment Practices**

1. **Equal Opportunity Employment.** Contractor shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this Contract.
2. **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 Contract. 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 JIPSD is not the “employer” as so defined, with regard to such employees.
3. **Indemnity.** Contractor agrees that if it fails to comply with the requirements of the laws referenced in this Section herein, or it is determined by any governmental agency that an employee providing services under this Contract is not authorized for employment in the United States, Contractor shall indemnify and hold harmless the JIPSD from any liability or costs (including reasonable attorneys’ fees) incurred by the JIPSD as a result thereof.

**SECTION 7. Contractor's Warranties and Representations**

1. Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above-described Services in a professional, timely manner. Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their services product, as though the Contractor had performed the Services itself.
2. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Services covered by the bid or proposal and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the JIPSD District Manager or the District Manager's designee, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Services. When required by this Contract or when called for by the JIPSD, the Contractor shall provide full information concerning the material or articles that he contemplates incorporating in the Services. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the JIPSD shall be at the risk of subsequent rejection by the JIPSD.
3. Any and all manufacturers' warranties on any equipment or materials will be passed on to the JIPSD and copies of said warranties will be furnished by the Contractor to the JIPSD upon completion and final acceptance of the Services.
4. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the JIPSD.

**SECTION 8. Insurance**

1. Contractor, at its own expense, shall procure and at all times during the term of this Contract maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in EXHIBIT B, "Insurance" to this Contract. The JIPSD may contact the Contractor's insurer(s) or insurer(s) agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

**SECTION 9. Indemnification**

1. Except for expenses or liabilities arising from the sole negligence or intentional acts of the JIPSD, the Contractor hereby expressly agrees to indemnify and hold the JIPSD harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:
2. For matters arising out of the rendering or failure to render professional services, the Contractor shall indemnify and save the JIPSD, its commissioners, officers, and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor or any consultant, subcontractor and/or supplier within Contractor's control for whose acts any of them may be liable in the rendering or failure to render professional services under this Contract, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the JIPSD. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees, and costs of any other professionals and contractors and all court or arbitration or other dispute resolution costs incurred by the JIPSD, its commissioners,



officers, and employees. This promise to indemnify shall include, without limitation, damage to or destruction of property, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the JIPSD, its commissioners, officers, and employees, the employees of any other independent contractors, or occurring to any member of the public. When the JIPSD submits notice of a claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action.

3. For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or entity directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the JIPSD, its commissioners, officers or employees or by any member of the public, to indemnify and save the JIPSD, its commissioners, officers, and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the JIPSD. Such costs are to include, without limitation, defense, settlement, reasonable attorney's fees, and costs of any other professionals and contractors and all court or arbitration or other dispute resolution costs incurred by the JIPSD, its commissioners, officers, or employees. This promise to indemnify shall include, without limitation, damage to or destruction of property, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the JIPSD, its commissioners, officers, or employees, the employees of any other independent contractors, or occurring to any member of the public. When the JIPSD submits notice, the Contractor shall promptly defend any aforementioned action.
4. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. Further, the indemnification obligations under this Section shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any consultant, subcontractor, supplier or individual or entity under workers' compensation acts, disability benefits acts, or other employee benefit acts. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the JIPSD, the Contractor's obligations shall be reduced in proportion to the JIPSD's determined fault. The obligations herein, including the recovery of costs and fees, shall also extend to any actions by the JIPSD to enforce this indemnity obligation or any other obligation in the enforcement of this Contract.

#### **SECTION 10. Retention of Records**

1. The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the JIPSD, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

#### **SECTION 11. State and Local Taxes**

1. Except as otherwise provided, Contract prices shall include all applicable state and local taxes, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the Contractor is a non-South Carolina company, the JIPSD will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes JIPSD with a valid South Carolina Use Tax Registration

Certificate Number.

2. The Contractor shall indemnify and hold harmless the JIPSD for any loss, cost, or expense incurred by, levied upon or billed to the JIPSD as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.
3. The Contractor shall ensure that the above sections are included in all subcontracts, and shall ensure withholding on out of state subcontractors to which withholding is applicable.

**SECTION 12. Independent Contractor**

1. The Contractor is an independent contractor and shall not be deemed the agent or employee of the JIPSD for any purpose whatsoever. Contractor shall not hold himself out as an employee of the JIPSD, and shall have no power or authority to bind or obligate the JIPSD in any manner, except the JIPSD shall make payment to the Contractor for services and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the JIPSD to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

**SECTION 13. Other Contracts**

1. The JIPSD reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the Work/Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, JIPSD employees and carefully fit its own work/services to such work/services as may be directed by the JIPSD. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by JIPSD.

**SECTION 14. Permits and Licenses**

1. The Contractor shall, without additional expense to the JIPSD, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the Charleston County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and Charleston County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

**SECTION 15. Safety, Health, and Security Precautions**

1. The Contractor shall take proper safety, health and security precautions to protect its workers and the JIPSD's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

**SECTION 16. Inspection and Acceptance**

1. All Work shall be subject to inspection and test by the JIPSD at all reasonable times and places. If applicable, the Contractor shall, without charge, correct any workmanship found by the JIPSD not to conform to the Contract requirements.

**SECTION 17. Conditions Affecting the Work**

1. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the JIPSD. The JIPSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the JIPSD are expressly stated in this Contract.

**SECTION 18. Cleanup Work: Repair of Damages**

1. Contractor will restore or replace, when and as directed by the JIPSD, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

**SECTION 19. Actual Damages**

1. The Contractor expressly agrees that if the Services, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the JIPSD for actual damages that relate to the Contractor's failure to perform or complete the Services in the manner described above. If actual damages are agreed to by the JIPSD and the Contractor or awarded by the Court, the JIPSD shall have the right to deduct from and retain out of monies, which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the JIPSD is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the JIPSD the amount necessary to effect payment in full of such actual damages.

**SECTION 20. Suspension of Work**

1. The JIPSD's District Manager or the District Manager's designee may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Services for such period of time as he or she may determine to be appropriate for the convenience of the JIPSD. The JIPSD may suspend performance of its obligations under this Contract in good faith for the convenience of the JIPSD or to investigate matters arising in the Services.
2. The JIPSD's District Manager or the District Manager's designee may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services.
3. When the JIPSD's District Manager or the District Manager's designee orders any suspension of the Services under the paragraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services are suspended and shall not be entitled to any costs or damages resulting from such suspension.
4. The rights and remedies of the JIPSD provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION 21. Modification of Contract**

1. The JIPSD District Manager or the District Manager's designee has the unilateral right to modify this Contract when the modification is in the best interest of the JIPSD, provided however, the Contractor is given written notice of any such modification and the JIPSD is responsible for paying Contractor for any additional expenses incurred by the Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the JIPSD in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the JIPSD District Manager or the District Manager's designee, and the JIPSD is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

**SECTION 22. Termination**

1. **For Convenience.** Upon the JIPSD's sole discretion, the JIPSD District Manager or the District Manager's designee, by advance written notice, may terminate this Contract when it is in the best interests of the JIPSD upon seven (7) days prior written notice to the Contractor. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.
2. **For Default by JIPSD.** If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the JIPSD, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the JIPSD, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract. In the event of a default under this Section, the JIPSD shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the JIPSD resulting from the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.
3. **For Default by Contractor.** If JIPSD is not excused for non-payment as otherwise provided in this Contract, Contractor may terminate this Contract for the JIPSD's failure to comply with Article 3 (Payment for Services) only following a ten (10) day period for the JIPSD to cure such non-payment upon Contractor's written notice to the JIPSD of any non-payment for Services provided under this Contract. Upon such termination by Contractor, Contractor's damages are limited to compensation for all necessary and reasonable direct costs of performing the Work actually accomplished. Contractor's termination of this Contract under this section shall in no way relieve Contractor from any Section of this Contract that survive such termination, including, without limitation, the obligations contained in Section 9 (Indemnification).
4. **Termination for Non-Appropriation of Funds.** The JIPSD's District Manager or the District Manager's designee, upon seven (7) days prior written notice to the Contractor, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, county or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable

direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

5. **Rights Cumulative.** The rights and remedies of the JIPSD provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION 23. No Consequential Damages Recoverable by Contractor**

1. Contractor hereby waives any claim to consequential damages for any termination or breach of this Contract by JIPSD, including, without limitation, any claim for office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for any lost profits except as directly arising from the Work for services provided as of the date of such breach or termination.

**SECTION 24. Gratuities and Kickbacks**

1. **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Violation of any portion of this Section may result in Contract termination by the JIPSD.

**SECTION 25. Subcontractors**

1. All subcontracts for the Services provided in this Contract shall be allowed only with the prior written approval of the JIPSD through its District Manager or the District Manager's designee. The Contractor shall not contract with a proposed person or entity to whom the JIPSD has made reasonable and timely objections. The JIPSD shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.
2. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract, including any subcontractor. Employment of labor by the Contractor shall be effected under conditions which are satisfactory to the JIPSD. The Contractor shall remove or cause to have removed from the project any employee or employees of Contractor or subcontractor under Contractor's control who are considered unsatisfactory by the JIPSD, the JIPSD's District Manager or the District Manager's designee.
3. The Contractor assumes the responsibility for assuring that its working forces are compatible with the JIPSD employees, and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

**SECTION 26. Assignment**

1. The Contractor shall not assign in whole or in part the Contract without the prior written consent of the JIPSD or its Assignee. The Contractor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the JIPSD or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

**SECTION 27. Controlling Law**

1. The laws of South Carolina shall govern this Contract.

**SECTION 28. Dispute Resolution**

1. **Mediation.** JIPSD 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.
2. **Jurisdiction.** If the parties fail to resolve a dispute through mediation, then all disputes shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

**SECTION 29. Entire Contract**

1. This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.
2. No terms and conditions or standard contract agreement of Contractor shall be incorporated as part of this Contract or the Contract Documents for Contractor's performance of its Scope of Work herein unless specifically approved in writing by the JIPSD and only to the extent such terms and conditions are not inconsistent with any obligation, term or condition in this Contract.

**SECTION 30. Severance**

1. Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

**SECTION 31. Non-waiver**

1. Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

**SECTION 32. Notices**

1. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Contract.

**SECTION 33. Reliance on the Advice of Counsel.**

1. Each Party represents that, in the negotiating of this Contract, it has been represented by counsel of its choice. Each Party declares that this Contract is entered into voluntarily and is not predicated on any promise, representation, or declaration, except as expressly stated herein, and that its terms have been bargained for after negotiations between the Parties. Therefore, each Party agrees that no rule of construction to the effect that any ambiguities are to be resolved against the drafter shall be employed in the interpretation of the Contract.

**SECTION 34. Authority to Contract**

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

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract under their several seals the day and year first written above.

**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 Work”

This bid invitation is for the exterior painting of the James Island Public Services JIPSD’s facilities located at 1739 Signal Point Rd, Charleston, SC 29412.

The scope includes prepping the facilities to include but not limited to pressure washing to remove dirt, mold, mildew, etc., covering/protecting the work zone, scrape/sand any deteriorated and peeling surfaces, filling open cracks and joints, prime and prepping surfaces to include raw wood, rust, repaired and deteriorated surfaces.

After surface prep, durable exterior paint is to be applied with 2-3 coats as needed. Accepted brands include Sherwin Williams and Benjamin Moore. Surfaces to be painted include brick siding trim, fascia, roofline, doors with trim, and windows with trim. Painting is not included for the top of the roofs. However, optional pricing shall be included for the roofs on buildings 2 and 5.

Below is a list of the buildings with square footage:

Building 1 (Administration) – 3,261 SF  
Building 2 (Wastewater Administration) – 1,638 SF  
Building 3 (Wastewater Maintenance) – 2,640 SF  
Building 4 (Fleet Maintenance) – 4,000 SF  
Building 5 (Solid Waste) – 1,227 SF  
Building 6 (Wastewater Storage) – 2,400 SF  
Building 7 (General Storage) – 3,000 SF

Proposal shall include a 3-year guarantee on all painted surfaces against peeling, cracking, or blistering of materials applied by the awarded painting contractor.

Pricing shall be submitted on included bid tabulation sheet.

Contractors are encouraged to tour the facilities during operating hours to ensure accurate pricing. Visits must be made during normal operating hours, M-Th 7:30 am – 5:30 pm. All visitors must report to the front office in the Administration Building.

**EXHIBIT B**  
**“Insurance”**

Contractors working for the James Island Public Service District are required to procure and maintain for the duration of their contract with the JIPSD insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by JIPSD before commencement of Work by Contractor.

G.

B. If applicable, coverage shall be at least broad as:

- i. Insurance Services Office (ISO) Commercial General Liability Coverage Form ("occurrence") CG 00 01 10/01.
- ii. Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".

C. 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:

- i. Professional and General Liability
  - a. Each Occurrence: \$1,000,000.00
  - b. General Aggregate: \$2,000,000.00
- ii. Workers' Compensation Insurance 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) each accident, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) policy limit, and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each employee.
- 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: \$2,000,000.00

D. Contractor shall provide an actual endorsement indicating thereon that the JIPSD has been named as an additional named insured at the time in which this Contract is signed by Contractor. Contractor's additional insured endorsement shall include completed operations. Coverage under the additional insured endorsement shall be considered primary and the insurer's obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by the JIPSD shall be in excess of the Contractor's insurance and shall not be required to contribute. Further, any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the JIPSD under such endorsement.

- E. 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 Contract, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to JIPSD. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the JIPSD before work commences by Contractor.
- H.
- F. Workers' Compensation
  - i. The Contractor shall agree to waive all rights of subrogation against the JIPSD, its officials, employees and volunteers for losses arising from work performed by the Contractor for the JIPSD.
  - ii. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the JIPSD.
- G. 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 Contract, including but not limited to these insurance provisions.

# **ATTACHMENT D**

# **SAMPLE FORMS**

SAMPLE CERTIFICATE OF INSURANCE						
<b>Producer</b> ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345  <b>Insured</b> XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
		<b>COMPANIES AFFORDING COVERAGE</b>				
		Company A (Issuing Company)  Company B				
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability  The Proprietor/Partners/Executive Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits	
					Each Accident	\$500,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$500,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
JAMES ISLAND PUBLIC SERVICE DISTRICT ATTN: FINANCE DEPARTMENT 1739 SIGNAL POINT ROAD CHARLESTON, SC 29412				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		

# **ATTACHMENT E**

# **REQUIRED FORMS**

**BID FORM**  
**Page One**

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. That the Bidder has carefully examined the plans and specifications with the related documents and the site of the Project for which the Bidder is submitting a bid.
2. That the Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies, and labor.
3. That, if the Bidder is awarded the Contract, the Bidder will provide all labor, material, supplies, and equipment and execute the Work in accordance with the Contract Documents.
4. That, if the Bidder is awarded the Contract, the Bidder will commence Work after the issuance of a "Notice to Proceed" as required in the resulting Contract.
5. That, if the Bidder is awarded the Contract, the Bidder agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), the Bidder will be liable for Actual Damages in accordance with the Contract.
6. That, if the Bidder is awarded the Contract, the Bidder will provide insurance coverage as required in Attachment D, Sample Forms. The cost of the insurance is included in the bid.
7. That the Bidder understands that the JIPSD reserves the right to reject any bids which do not meet the requirements or all bids in the event that the Project is canceled or postponed.
8. That, if the Bidder is awarded the Contract, the successful Bidder will enter and execute the Contract as required.
9. That the Bidder will hold their bid open for a period of Sixty (60) Calendar Days from the date that bids are due.
10. That the Bidder is legally able to enter into and perform a contract, if awarded.

**JIPSD Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor/Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Representative**

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**BID FORM**  
**Page Two**

The undersigned hereby offers to furnish all supplies, equipment, labor and supervision necessary for **Painting Services** in accordance with the specifications and Contract Documents for this Invitation for Bid.

**BID PRICES:**

The "Bid Price" must include all costs for the Project that are associated with services as specified in this IFB. **Bid Prices must include any and all applicable taxes.**

BUILDING NUMBER	PREP WORK	EXTERIOR PAINTING
1 – Admin.		
2 – Wastewater Admin.		
2 – Wastewater Admin. Roof		
3 – Wastewater Maint.		
4 – Fleet Maint.		
5 – Solid Waste		
5 – Solid Waste Roof		
6 – Wastewater Storage		
7 – General Storage		
<b>TOTAL</b>	\$	\$

**TOTAL BID \$** \_\_\_\_\_

**JIPSD Contract Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Contractor/Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Representative**

**Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



**BID FORM**  
**Page Three**

**REFERENCES (minimum of 3)**

**1. Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Scope of Project:** \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Scope of Project:** \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Scope of Project:** \_\_\_\_\_

**BID FORM**  
**Page Four**

THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR'S PROPOSAL.

**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 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 subcontractors 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-subcontractors 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](http://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)

**BID FORM**  
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THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR’S SUBMITTAL.

I, the undersigned, certify that this submittal does not violate any Federal or State antitrust laws and that I have received and read the Invitation 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 Sixty (60) 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 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.**

**AUTHORIZATION**

\_\_\_\_\_  
(Print Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City)

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(State)

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(Zip)

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(Telephone Number)

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(Email Address)