



Request for Proposals
NO. 2025-03

Subsurface Utility Engineering (SUE)
Services

PROJECT OVERVIEW
(See Attachment A for Details)

DATE: March 26, 2025

SOLICITATION NUMBER: RFP #2025-03

DESCRIPTION OF WORK: Professional utility locating services

PRE-BID CONFERENCE: None

DUE DATE FOR WRITTEN QUESTIONS: Monday April 14, 2025, by 5:00 p.m.
Ashley Kellahan
Email only: kellahana@jipsd.org

DUE DATE/TIME: Tuesday, April 22, 2025, by 5:00 pm

LOCATION: MAILED or DROPPED OFF to
JIPSD
1739 Signal Point RD
Charleston, SC 29412
ATTN: Ashley Kellahan, DM

The JIPSD is seeking professionals to provide Subsurface Utility Engineering (SUE) services when directed by the DISTRICT for the location of underground utilities using applicable locator equipment. Surface location marking shall utilize standardized utility color codes. SUE services may also require excavation (SUE-A) to determine the depth of bury and identification of the utility type, conduit material, and size/diameter. Service will also require the location and marking of encased utility lines, piping, and reinforcing steel within concrete structures for planned penetrations of existing structures using applicable locator equipment and appropriate marking of the encased utilities and/or reinforcement on the concrete work surface. **Please see PAGE 10 for a complete Scope of Services.**

The contract period shall be for a period of three (3) years with the option to renew it for an additional one (1) year. Contract period not to exceed four (4) years.

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 solicitation 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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**REQUEST FOR PROPOSALS
GENERAL TERMS AND CONDITIONS**

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF PROPOSALS

- A. Proposals 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 proposal.
- B. Mailed or hand-delivered proposals 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, 1739 Signal Point Road, Charleston, South Carolina 29412. Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, solicitation number, description of services requested by RFP #), along with the due date and time.

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

- A. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of proposals, but not thereafter.
- B. Offerors 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 documents or the project premises and local conditions.
- C. Any interpretation, correction or change of the proposal documents will be made by addendum. It is your responsibility to monitor the JIPSD website at www.jipsd.org 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. 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 offerors 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 unless the proposal 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.
- F. The following are included in the Proposal Package:

- Attachment A: Special Instructions/Terms and Conditions
- Attachment B: Scope of Work
- Attachment C: Submittal Requirements
- Attachment D: Evaluation Criteria
- Attachment E: Sample Contract
- Attachment F: Sample Forms
- Attachment G: Required Forms

3. **NON-COLLUSION OATH**

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

4. **OFFEROR REPRESENTATIONS**

Each Offeror by submitting a proposal represents that:

- A. The offeror has read and understands this solicitation (including all specifications and attachments) and that their proposal is made in accordance therewithin.
- B. The Offeror has reviewed the solicitation, 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 proposal is based on the terms, materials, systems and equipment required by this solicitation, without exception.
- D. The Offeror is qualified to provide the services and equipment required under this solicitation and, if awarded the Contract, will do so in a professional, timely manner using Offeror's best skill and attention.

5. **AWARD OF CONTRACT**

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

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.

Any Contract awarded as a result of this solicitation and submittals received, shall be negotiated between the JIPSD and the selected Offeror at a fee determined fair and reasonable and acceptable between all parties, based on the actual project requirements.

Prior to the commencement of negotiations with the successful or any Offeror, a statement may be required confirming that the Offeror has reviewed their submittal; the workload of the organization; verification that key project personnel are still in place and any other conditions which might change or effect the successful and timely completion of the project as has been disclosed to the JIPSD for subsequent consideration.

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

6. **CONTRACT DOCUMENT**

The successful Offeror 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 Offeror, 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 solicitation opening. **Offerors 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, Offerors are 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 proposal. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this solicitation. Failure or refusal to sign aforesaid Contract shall be grounds for the JIPSD to revoke any Notice of Award which has been issued, forfeit any bid security, and award the Contract to another Offeror.

7. **NOTICE TO PROCEED**

A Notice to Proceed will be issued after the successful Offeror(s) 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 Offeror shall not deliver any equipment to the work site or commence work until the successful Offeror has received a written Notice to Proceed from the District Manager.

8. **PRIME CONSULTANT**

The Prime Consultant will be required to assume the sole responsibility for the complete effort as required by this solicitation. The JIPSD will consider the successful Offeror to be the sole point of contact with regard to contractual matters, and will be responsible for the quality and timeliness of the Work of any sub-consultants hired by the Prime Consultant.

9. **ABANDONED OR SUSPENDED WORK**

If any Work performed by the Consultant is abandoned or suspended in whole or in part by the JIPSD, other than for default by the Consultant, the Consultant shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the JIPSD of such abandonment or suspension, in an amount equal to work performed as of the date of abandonment or suspension.

10. CHANGE ORDERS:

Any request for contract changes, deviations, etcetera, by the successful Offeror, which shall have a cost effect to the Contract shall be priced and submitted to the JIPSD via the District's Project representative for consideration and acceptance. All changes having a cost effect requires prior approval by the District Manager. They shall also have the authority to make changes, accept deviations, etc., within the requirements and specifications of the Scope of Work which have no cost impact to the Contract.

11. INDEMNIFICATION

The JIPSD has defined this section in the Sample Contract under Section Twenty-Two.

12. TERMINATION

The JIPSD has defined this section in the Sample Contract under Section Twenty-One.

13. STATE AND LOCAL TAXES

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

The successful Offeror 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 Offeror. If the successful Offeror 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 Offeror 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 Offeror's failure to pay any tax of any type due in connection with this Contract.

The successful Offeror 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. 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**

**REQUEST FOR QUALIFICATIONS
SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**

1. PRE-BID CONFERENCE AND SITE VISIT:

There is no pre-bid conference.

2. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Monday, April 14, 2025.**

3. BID SUBMITTAL DEADLINE:

Bids will be received until **5:00 p.m., Tuesday, April 22, 2025, (as indicated on the official clock in the Conference Room)** after which time will be publicly closed. Only the names of the Offerors will be read and will be made available on our website afterwards.

4. PROJECT TIME OF COMPLETION:

To Be Determined.

5. DAMAGES

The JIPSD has defined this section in the Sample Contract under Section Eighteen.

6. PAYMENT TO CONTRACTOR

The JIPSD shall pay successful Offeror 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 Offeror(s) 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 Offeror may be required to provide a copy of its current applicable Licenses issued by the State of South Carolina or Charleston County.

ATTACHMENT B

SCOPE OF SERVICES

Request for Proposals
SCOPE OF SERVICES

The PROFESSIONAL shall provide Subsurface Utility Engineering (SUE) services when directed by the DISTRICT for the location of underground utilities using applicable locator equipment as delineated below. Surface location marking shall utilize standardized utility color codes. SUE services may also require excavation (SUE-A) to determine the depth of bury and identification of the utility type, conduit material, and size/diameter.

Service will also require the location and marking of encased utility lines, piping, and reinforcing steel within concrete structures for planned penetrations of existing structures using applicable locator equipment and appropriate marking of the encased utilities and/or reinforcement on the concrete work surface.

ii. Utilities shall be located and marked within 72 hours of notification to support excavations and penetration activities. When emergency conditions require, utilities shall be located and marked within 2 hours of notification in order to support ongoing construction excavations and/or concrete structure penetration activities.

iii. If subsurface utilities cannot be identified using SUE locator equipment, The PROFESSIONAL shall utilize record as-built drawings and other relevant documents provided by the DISTRICT and mark the utilities as indicated on the drawings provided.

iv. The PROFESSIONAL will utilize any or all of the following equipment on a case-by-case basis as necessary in order to provide Utility Quality Level A and B location service as defined in ASCE Standard CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”:

- Radio Detection Cable and Pipe Locator RD7100 or RD8100
- A Ground Penetrating Radar (GPR) Cart, preferably manufactured by Geophysical Survey Systems, Inc. (GSSI) equipped with additional antenna(s) for utility detection and mapping (i.e. 270 MHz and/or 400 MHz).
- Concrete Scanning Equipment, preferably manufactured by Geophysical Survey Systems, Inc. (GSSI) equipped with additional antenna(s) (i.e. 1600 MHz and 2000 MHz).
- Metal detector.
- Magnetometer
- Locatable Fish Tape or Rodding Reel

v. The PROFESSIONAL shall provide written documentation to the DISTRICT of the location work required by completing “Subsurface Investigation Situational Awareness Checklist” to help guard against unknowns and potential pass-through utilities.

The PROFESSIONAL shall be responsible for ensuring equipment is in proper working order and calibrated per manufacturer’s recommendations. PROFESSIONAL will note any discrepancies on provided excavation or penetration drawings and submit to Mechanical Utilities. A discrepancy shall be defined as a material difference between the reference drawings and findings in the field; reference drawings shall be “redlined” to clearly indicate differences between field verified utility locations and locations indicated on record drawings.

Should an “unknown” utility be found with location equipment but not indicated on the record drawings, the unknown utility shall be marked in a bright color and the DISTRICT shall be notified. The PROFESSIONAL shall remain on call until the DISTRICT has reviewed the marked field location of the unknown utility.

The DISTRICT may also provide GPS coordinates when requested, i.e., configuration changes to be incorporated into mapping. The PROFESSIONAL will be provided applicable permit documents accompanied by record drawings of known utilities. The PROFESSIONAL shall promptly verify known utility location information found on provided record drawings. For permit exclusions, the PROFESSIONAL will mark areas with field equipment. Permit documentation will be returned to DISTRICT following completion of required SUE projects. The PROFESSIONAL will appropriately mark by color code all underground utilities in accordance with American Public Works Association (APWA) Uniform Color Code for Marking Underground Utilities.

ATTACHMENT C

SUBMITTAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

1. Offerors' Verifiable Similar Experience and Performance

Each Offeror shall submit evidence that the Offeror has current or recent past similar experience in the many required disciplines. Offerors should submit examples of projects that represent similar projects in scope as referenced in this solicitation.

2. Offeror's Availability of Qualified, Professional Staff, Including Support Personnel (Successful Offerors) by Others and Current Existing Commitments:

Each Offeror shall submit evidence demonstrating specialized current experience of staff and supporting successful Offerors, if applicable. Please include professional certifications. Experience submittal shall demonstrate not only the technical competence of staff to perform the required work applicable for the project as described herein, but also address the availability of staff and supporting personnel considering current existing commitments and their proximity to the proposed site and project component representatives.

3. References:

Offerors shall include current or recent project references (at least three), which are similar to the project submittal solicited by the JIPSD. Please include contact information for each project reference.

4. Schedule of Fees:

Offerors shall provide a schedule of fees based on hourly rates.

5. Submittal Statements:

Neither voluminous nor elaborate statements are expected nor required. However, the firm shall provide concise statements regarding its capabilities and past work accomplishments in relation to the JIPSD's needs as solicited and described within these documents.

6. Anti-Trust/Non-Collusion Statement:

All Offerors shall complete and include with their response, the Submittal Form provided and contained herein.

7. Number of Submittals Required:

Each Offeror shall supply one (1) electronic copy and four (4) copies of submittals for review and evaluation by the Selection Committee. Submittals shall be in a properly marked, sealed envelope or wrapping in accordance with the instructions contained herein. Failure to provide the required number of copies shall be cause for Offeror's submittal to be considered nonconforming.

ATTACHMENT D

EVAULATION CRITERIA

EVALUATION CRITERIA

EVALUATIONS:**1. Criteria:**

- A) The professional qualifications and management capabilities of the Offeror to assess, plan, manage and coordinate a multi-disciplined effort.
- B) Verifiable similar project experience and performance by the Offeror on the many required disciplines.
- C) The Offeror's availability of and proximity of qualified professional staff and sub-consultants to the site and project component representatives, including support personnel by others, including current existing commitments and automated capabilities.
- D) Offeror's fee proposal.
- E) Offeror's overall ability to prepare a brief, concise, meaningful response in accordance with this solicitation.

2. Evaluation/Interviews:

In order to select the most qualified Offeror(s), interviews *may* be conducted by the District with selected firm(s). Offerors shall be afforded ample notification prior to the scheduling of any interviews. Any Offeror who fails to attend such scheduled interviews will be considered as non-complying and the Proposal rejected.

Upon completion of evaluations, the JIPSD Commissioners will select one or more firms for award. Commissioners shall authorize the District Manager to enter into negotiations with the selected firm(s).

3. Negotiation Phase:

All negotiations between the District and any Offeror shall be in accordance with the General Conditions of the solicitation. The District shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements.

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

The participation in the submittal or the selection phase of this process including interviews does not commit the District to award a Contract or to pay any cost incurred by any Offeror relating to this solicitation.

ATTACHMENT E

SAMPLE CONTRACT

**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 [Insert Description of Services] 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”

[Description of scope of services]

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.
- E.
- 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.

ATTACHMENT F

SAMPLE FORMS

SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET 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.				
Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345		COMPANIES AFFORDING COVERAGE				
		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	XXXXXXXXXX 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 G

REQUIRED FORMS

BID FORM PAGE 1

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)

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 PAGE 2

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)

(State)

(Zip)

(Telephone Number)

(Email Address)