

OCONEE JOINT REGIONAL SEWER AUTHORITY REQUEST FOR PROPOSALS

PROJECT #2025-08 DISASTER DEBRIS MONITORING AND RECOVERY CONSULTATION SERVICES

December 30, 2024



BID SUBMITTAL DUE DATE/TIME: January 15, 2025 at 2:00 PM Local Time

Important Dates and Times

Pre-Submittal Conference	Not scheduled for this project
Deadline for Inquiries	January 13, 2025 at 4:00 pm Local Time
Submittal Deadline	January 15, 2025 at 2:00 pm Local Time
Interviews (if necessary)	Afternoon of January 15, 2025 (after 2:00 pm Local Time) or morning of January 16, 2025
Award of Project	January 16, 2025
Project Start Date	January 17, 2025 and/or upon receipt of all necessary documents
Project Completion Date	See TERMS AND OTHER INFORMATION section within this RFP for possible Multi-Term Contract information
All Remaining Deliverables Due	Not applicable

REQUEST FOR PROPOSALS

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Purpose and Project Information

The Oconee Joint Regional Sewer Authority (hereafter referred to as “Owner” or “OJRSA”) is soliciting proposals from qualified disaster management consultants (hereafter “Offeror” or “Firm” and either/both may be listed plurally) in response to Disaster Debris Monitoring and Recovery Consultation Services to be performed within the OJRSA service area (Oconee County, South Carolina). Since it is impossible to anticipate if or when a catastrophic disaster will occur, it is in the OJRSA’s best interest to competitively procure emergency services prior to such an event. The term of this project will be for a period of time not to exceed three (3) years with the option to extend two (2) more years, one (1) year at a time, in accordance with *OJRSA Procurement and Property Disposal Policy* (or “Procurement Policy”) Section 5.5.2 (Multi-Term Contract). The agreement will be for assistance for Hurricane Helene recovery and future emergencies on a as needed basis.

The OJRSA is a public organization established by Title 6 Chapter 25 of South Carolina Law (Joint Authority Water and Sewer Systems Act). The OJRSA consists of two (2) systems that operate independently of each other: the “wholesale” trunk-and-treat system and the “retail” system that serves southern Oconee County along Interstate 85.

The wholesale system, which serves in around the cities of Seneca, Walhalla, and Westminster, as well as the Town of West Union, consists of the Coneross Creek WRF (permitted at 7.8 million gallons per day), approximately 65 miles of gravity sewer, 15 pump stations, 24 miles of force mains, and three (3) permanent flow metering stations. This system is subject to projects related to rehabilitation/replacement, expansion due to growth, or a combination of these during the Term.

The retail system currently contains approximately 1.6 miles of gravity sewer, two (2) pump stations, and 3.1 miles of force mains that extend from a pump station owned by Oconee County, South Carolina to the area around Interstate 85 and the Fair Play community within the county. This system is most likely to see expansion-related projects during the Term; however, Oconee County may elect to procure their own design consultant(s) for projects they may own.

Per the Procurement Policy, Requests for Proposals (“RFP”) for professional services shall be excluded from the local vendor preference.

Procurement Method of Selection

The OJRSA is currently under an emergency contract as permitted by the Procurement Policy but must proceed with competitive selection of services.

In accordance with the Procurement Policy in effect at the time of this solicitation, this is considered a project that meets the requirements of a Competitive Sealed Proposal (Section 5.1.7) and other sections as appropriate. OJRSA will select one (1) Firm to complete the project based on the needs of the agency as described within this solicitation. The contract method will be an OJRSA Standard Services Agreement (“SSA,” see Attachment B for contract template).

The term of this project will be for a period of time not to exceed three (3) years with the option to extend two (2) more years, one (1) year at a time, in accordance with Procurement Policy Section 5.5.2 (Multi-Term Contract). The agreement will be for assistance with Hurricane Helene recovery and future emergencies on a as needed basis.

Proposals shall be publicly opened and only the names disclosed following the Submittal Deadline as stated on the coversheet, which shall occur at the OJRSA Administration Building, 623 Return Church Road, Seneca, South Carolina 29631.

Definitions and Acronyms

The following definitions shall apply to this solicitation:

- A. a.m.: *Ante Meridiem*, Latin for “before noon”
- B. Business Day: Monday through Friday, except recognized holidays as defined in the *OJRSA Employee Handbook* or when otherwise established by the OJRSA Board of Commissioners. (Contact OJRSA at 864-972-3900 for information regarding recognized holidays.)
- C. e.g.: *Exempli Gratia*, Latin for “for example”
- D. etc.: *Et Cetera*, Latin for “and other things” (generally)
- E. Executive Director: Executive Director of the OJRSA
- F. FEMA: Federal Emergency Management Agency
- G. Fiscal Year: As stated in the *OJRSA Financial & Accounting Policy*, which as of this advertisement is “...the period of twelve calendar months, beginning on July 1 of each year and ending on June 30 of the following year...”. This policy is subject to change by the Board of Commissioners
- H. FOIA: South Carolina Freedom of Information Act
- I. GIS: Geographic Information System

- J. GPS: Global Positioning System
- K. Local Time: Common time observed in Seneca, South Carolina, regardless of Eastern Daylight Saving Time or Eastern Standard Time
- L. Owner: Oconee Joint Regional Sewer Authority (OJRSA)
- M. p.m.: *Post Meridiem*, Latin for “after noon”
- N. RFP: Request for Proposals
- O. SCEMD: South Carolina Emergency Management Division
- P. SOQ: Statement of Qualifications
- Q. SSA: Standard Services Agreement
- R. Standard Services Agreement or Contract: An agreement between OJRSA and Contractor as stated within the *OJRSA Procurement and Property Disposal Policy*. It is important to note that this Request for Proposals shall be a supplemental document to any Agreement or Contract.
- S. Subcontractor: As defined in *OJRSA Procurement and Property Disposal Policy*
- T. WRF: Water Reclamation Facility

Scope of Work

The selected Firm will be expected to provide disaster debris monitoring services to include debris which originated from the public rights-of-way, private property, drainage areas, waterways, and other areas that was disposed on the OJRSA wastewater conveyance system rights-of-way and properties. Services may include but are not limited to those described herein.

Disaster Debris Monitoring Services

- A. Coordinating briefings, work progress, staffing, and other key items with the OJRSA on an as-needed basis.
- B. Scheduling work for all team members and contractors as needed.
- C. Hiring, training, scheduling, and managing field staff.
- D. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- E. Assisting the OJRSA with responding to public concerns and comments.
- F. Certifying contractor vehicles and equipment for debris removal using methodology and documentation practices appropriate for contract monitoring.
- G. Documenting load tickets into proper database or other system conducive to FEMA requirements.
- H. Digitizing of source documentation (such as load tickets).
- I. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- J. Developing operational reports to keep the OJRSA informed of work progress on a weekly basis.
- K. Development of maps, GIS applications, etc. as necessary.
- L. Gather GPS data as necessary.
- M. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission of the OJRSA for processing.
- N. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by OJRSA staff and designated debris removal contractors.

Grant Management Consulting Services

As directed by the OJRSA, the consultant shall provide:

- A. Identification of eligible emergency and permanent work (Category A-G).
- B. Damage Assessment
- C. Assistance in attaining Immediate Needs Funding.
- D. Prioritization of recovery workload.
- E. Loss measurement and categorization.
- F. Insurance evaluation, documentation adjusting, and settlement services.
- G. Project Worksheet formulation, generation and review.
- H. Additional reimbursement support from FEMA and other applicable agencies, organizations, and companies.
- I. Assistance with submitting proper documentation through FEMA and SCEMD portals, as needed.

- J. Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
- K. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.
- L. Appeal services and negotiations.
- M. Reconstruction and long-term infrastructure planning.
- N. Final review of all emergency and permanent work performed.

Deliverables

Varies based on work to be performed. See Scope of Work for more information.

Pre-Submittal Conference

A pre-submittal conference is not scheduled for this project.

Deadline for Inquires and Addenda

Any questions regarding this RFP should be submitted by way of email to info@ojrsa.org no later than the date and time listed on the coversheet of this solicitation. Inquiries must include "Inquiry regarding OJRSA Project #2025-08" in the email subject line when submitting a question. Responses will be provided via email to all Offerors who have provided their addresses to OJRSA as well as posed on the OJRSA website with the appropriate project listing (www.ojrsa.org/opportunities). It is the responsibility of all interested Offerors to periodically check the website for answers to inquiries and/or addenda.

Any representations made over the phone or in verbal conversations are non-binding.

Firms are expected to examine the RFP thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

Hours of Service

To be determined by selected Firm as necessary to meet deadlines for projects and tasks assigned by OJRSA.

Safety and Security

IT IS NECESSARY FOR INTERESTED PARTIES TO UNDERSTAND THAT THE SAFETY OF THE PUBLIC, OJRSA EMPLOYEES, AND ALL CONTRACTORS IS OF UTMOST IMPORTANCE! Firms shall have experience in overseeing projects with an emphasis on safety and security, including their own.

Transportation and Equipment

The Firm shall furnish all vehicles and equipment necessary to perform the tasks listed in this RFP. There is to be no mileage or hourly rate surcharge imposed on the OJRSA and the cost of the vehicles and equipment is to be included in the submittal.

Project Start Details

Firm will be able to begin work upon receiving a Notice to Proceed from OJRSA.

Submittal Requirements and Statement of Qualifications

Interested, qualified Firms are requested to submit a Statement of Qualifications ("SOQ") per the selection criteria/guidelines provided in this RFP. To be considered, provide the information in the following format.

General Information

The submittal requirements are as follows:

- A. In the General SOQ, Firms must be able to demonstrate that their qualifications meet the following minimum criteria set forth below. Submittals that do not clearly outline responses to each criterion may be eliminated from further consideration. All submittals shall be presented as outlined below and should address the areas specified.
- B. The submittal shall be in the order outlined below, and any deviation from this requirement could result in the rejection of the entire response package.
- C. OJRSA reserves the right to retain all submittals and use any idea(s) from any Firm, regardless of whether that Firm is selected. OJRSA shall reserve the option to reject any or all submittals, in whole or part, or to choose any Firm to complete the described work. Award of Contract will be based on quality, references, and other subjective criteria as the OJRSA may deem necessary and as OJRSA may determine at its sole discretion. The Firm expressly understands that OJRSA may reject the submittal for any reason without liability on the part of OJRSA to the Firm.
- D. Double-sided printing is required except on sheets that exceed 8½ inches by 11 inches, which can be printed either single- or double-sided.

Introduction (Transmittal Letter)

PAGE LIMIT: One (1) page

This section shall contain a cover letter signed by an authorized representative of the Firm. This letter shall include a brief statement of the Firm's understanding of the scope of work to be performed, a confirmation that the Firm meets the appropriate state licensing requirements to practice in the State of South Carolina, and any other information the Firm feels appropriate.

Table of Contents

PAGE LIMIT: Not applicable

A Table of Contents may be included after the transmittal letter.

General Information

PAGE LIMIT: Two (2) pages

- A. Provide the Firm's official name, including Federal ID Number, address, and phone number(s).
- B. Office location(s) from which services will be provided.
- C. History of the Firm, including years in business providing disaster debris monitoring and consultation services. Include present ownership and key management individuals.
- D. Business structure (sole proprietorship, partnership, corporation, etc.).
- E. Total number of staff and current/future workloads of the Firm.

Firm Experiences and Qualifications

PAGE LIMIT: Three (3) pages.

- A. The Firm's knowledge and related experience specific to this RFP that will be available to support OJRSA.
- B. The Firm can perform any or all aspects of the types of projects listed using the Firm's personnel.
- C. Demonstrate knowledge and experience and a thorough understanding of OJRSA, FEMA, SCEMD, and other applicable agencies' regulations and requirements appropriate for performing these functions.
- D. The Firm should have a minimum of five (5) years of experience in disaster debris monitoring and consultation services related to disaster recovery and familiarity with working with public utilities with buried and exposed linear and vertical infrastructure and assets.
- E. OJRSA is interested in your experience with planning, managing, permitting (if necessary), and overseeing services as listed above and within this solicitation.
- F. Please include the results for services similar to those listed within this RFP for at least three (3) projects that were completed during the last three (3) years, preferably within South Carolina. The name and address of each project, its location, a contact person, their telephone number, and email address must be included. OJRSA may use these contacts as references.

Schedule and Deadlines

PAGE LIMIT: One (1) page

- A. Provide information related to the Firm's ability to meet schedules and deadlines.
- B. Include the capability to complete projects without having any cost escalation or time overruns.

- C. Indicate how your Firm manages cost and time from design through construction close-out.

Project Approach

PAGE LIMIT: Two (2) pages

- A. Discuss the approach your Firm will use to provide the services as stated within this RFP.
- B. Provide any special techniques, strategies, and capabilities you will use. Your understanding and approach to the types of projects included are very important.

Project Team and Resources

PAGE LIMIT: Three (3) pages

- A. Describe the project team including name and title of key members. Include an organizational chart for the proposed project team (including office location).
- B. Brief résumé specific to this solicitation (full résumés for the project manager and key staff are to be included in the appendix).
- C. Proposed subcontractors/subconsultants and their roles.
- D. Experience (type of projects, specific project involvement).
- E. Any licenses, certifications, and/or accreditations your Firm holds that would be relevant to this solicitation.
- F. *In the event of any changes to the proposed Project Team, each Firm must specify and clearly note these changes during the evaluation phase.*

Pricing

PAGE LIMIT: One (1) page

Firms shall include the following in this section:

- A. Job descriptions for all areas of responsibility and broken down in each category of Debris Monitoring Services and Grant Management Consulting Services.
- B. Hourly rate for each job description.
- C. Any other rates or pricing and the description of each.
- D. Transportation and Equipment: See TRANSPORTATION AND EQUIPMENT section of this RFP for information.

Appendices

PAGE LIMIT: Not applicable

- A. Résumés – Full résumé for the project manager and key staff.
- B. Financial Statement – Optional. This statement will be an audited report with comments not older than one (1) year. If the most current report has not been audited, the previous audited report with comment shall be provided. OJRSA requires financial information to adequately gauge the Firm's financial stability. If you would like the Financial Statement to remain confidential and not eligible to disclosure upon solicitation completion under the South Carolina Freedom of Information Act ("FOIA"), please mark this as "Confidential".

South Carolina Domicile Requirement

This project does not have a domicile requirement.

Local Vendor Preference for Services

Not applicable for professional services.

Selection Process

The OJRSA will accept submittals that include, at a minimum, the items identified in this RFP. The anticipated evaluation process is as follows:

- A. The OJRSA Executive Director shall appoint three (3) members to serve on the submittal review panel (the "Panel"). The Panel will evaluate all general statements of qualifications for completeness and demonstrated ability to meet the scope set forth in this RFP. At its discretion, the Panel may shortlist Offerors for interviews prior to making its recommendation for award.
- B. The Panel may request additional information from one (1) or all applicants.

- C. In accordance with Procurement Policy Section 5.1.7, the Panel may, at its discretion, conduct interviews with no more than three (3) Firms based on information submitted in the RFP. The purpose of the interview, if conducted, shall be to gain additional information to adequately evaluate the proposals submitted as identified in the Evaluation Criteria. OJRSA shall not be responsible for any costs associated with interviews of Offerors or demonstrations.
- D. If necessary per the Procurement Policy, the Panel shall recommend one (1) Firm to the OJRSA Board of Commissioners for approval to enter into contract negotiations with. This approval is non-binding and is contingent upon agreement on factors including, but not limited to, cost.
- E. The selected Firm will be invited to enter contract negotiations with OJRSA. A SSA will be negotiated with the selected Firm. Should OJRSA and the selected Firm not reach an agreement, OJRSA reserves the right, at its sole discretion, to release that Firm and move to the next qualified Firm and proceed with negotiations.
- F. Written notification of the selected Firm will be sent to all Firms that submitted qualification statements.
- G. The OJRSA will enter into an agreement as soon as possible as allowed by applicable procurement policies and it shall begin upon the date of a completed OJRSA SSA and will expire on the date and time listed on the coversheet of this RFP (see Project Completion Date).

Evaluation Criteria

Evaluation of Firms submitting statements of qualification for engineering services will be based on the following considerations, with the overall assessment based on qualifications, experience, and success:

- 25% Experience with similar scope of work
- 25% Staff experience on similar projects
- 20% Scope of work, task list, and/or methodology
- 15% Familiarity with OJRSA
- 15% Cost

Terms and Other Information

- A. Since it is impossible to anticipate if or when a catastrophic disaster will occur, it is in the OJRSA's best interest to competitively procure emergency services prior to such an event. The term of this project will be for a period of time not to exceed three (3) years with the option to extend two (2) more years, one (1) year at a time, in accordance with Procurement Policy Section 5.5.2 (Multi-Term Contract). The agreement will be for assistance for Hurricane Helene recovery and future emergencies on a as needed basis. **WHEN EXECUTED, THIS MULTI-TERM CONTRACT SHALL BE LIMITED TO A MAXIMUM TOTAL COST OF NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$99,999) PER OJRSA FISCAL YEAR. IF COSTS MAY EXCEED THIS DURING ANY TERM, THEN IT MAY BE NECESSARY TO HAVE BOARD AUTHORIZATION PRIOR TO AUTHORIZING WORK THAT MAY EXCEED THAT AMOUNT.**
- B. All aspects of this solicitation shall be governed by the Procurement Policy and/or other applicable policies as adopted by the OJRSA Board of Commissioners.
- C. A Standard Services Agreement will be utilized when entering into a contract with the selected Firm for engineering services. OJRSA reserves the right to amend such SSA as mutually agreed upon by the parties.
- D. Response amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
- E. Respondent to attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
- F. If specifications or descriptive papers are submitted with the response, enter respondents name thereon.

Information Handling

Respondents shall understand that certain information contained in the SOQs are subject to public release in accordance with FOIA requirements. All proprietary and/or confidential information provided must be clearly marked as "Proprietary" or "Confidential"; however, simply marking any or all such information does not necessarily protect from being a public

document if doing so violates South Carolina law. There may be cases where OJRSA must decide if information designated as protected is indeed confidential. In such cases, OJRSA counsel specializing in the state's FOIA shall make final determination as to whether the documents meet the requirements to remain confidential or if they are subject to release.

No-Fault Delays and Force Majeure

Any unforeseen circumstances will require consultation with the OJRSA Board of Commissioners and Executive Director to determine if the schedule will not be met. A request to extend the completion date will be required by written notice to both the Board Chair and Executive Director as soon as the Firm becomes aware the schedule will not be met due to such circumstances. If an extension is to be approved by the Board, then it shall be addressed by a contract change order.

Insurance and Bonding

Offeror agrees to maintain and keep in force during the life of this project, with a company or companies authorized to do business in South Carolina, General Liability Insurance in the amount of one-million dollars (\$1,000,000). Proof of workers' compensation insurance will be as required by South Carolina state law. Certificates for such policies shall be provided by the Offeror's insurance agent or broker to OJRSA within ten (10) Business Days from the date of award. Contractor will provide OJRSA a minimum of thirty (30) calendar days advance notice in the event of the insurance policies or insurance policy is canceled. Subcontractors, if approved by OJRSA to perform work on this project, are subject to all the requirements as stated in this RFP.

Other insurance and bonding coverages necessary for this project shall be as stated in the OJRSA Standard Services Agreement (Attachment B).

Background Check

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

Determination of Responsibility

The OJRSA may make such investigation as it deems necessary to determine the ability of a Firm to provide full performance as outlined in the RFP. The Firm will furnish to the OJRSA all such information and data for this purpose upon request. The OJRSA reserves the right to reject any Offeror if the evidence submitted by or investigation of such Firm fails to satisfy the OJRSA that such the Firm is properly qualified to conduct the obligations as stated herein.

Additional Rights Reserved by OJRSA

Along with others mentioned within this RFP, the OJRSA reserves the right to:

- A. Make such investigation as it deems necessary to determine the ability of a Firm to provide full performance as outlined in their SOQ. The Firm will furnish OJRSA with all such information and data for this purpose as OJRSA may request. OJRSA reserves the right to reject any Firm if the evidence submitted by or investigation of such Applicant fails to satisfy the OJRSA that such applicant is properly qualified to carry out the obligations of a contract.
- B. Reserves the right to amend its evaluation criteria at any time during the process.
- C. In its sole discretion, may utilize an independent review member or team. A review and evaluation of the responses contained in the previous section will serve as a basis of selection of the Firm judged best suited to meet OJRSA's goals for the scope and ask them to submit more detailed information.
- D. Reserves the right to reject any or all SOQs; to waive any informality or irregularity not affected by law; and to evaluate, in its absolute discretion, the SOQs submitted. OJRSA may interview Firms as part of this selection process. SOQs should be complete as initially submitted.
- E. Reserves the right to amend the selected Firm's scope to include further professional services as needed.

- F. Reduce or modify the project in scale or scope in order to meet budget requirements.

Submittal Requirements

- A. Submittals must be received by the OJRSA no later than the date and time listed on the RFP coversheet. It is the Offeror's responsibility to verify the receipt of the submittal. Late submittals or bids not expressly allowed by *OJRSA Procurement and Property Disposal Policy* shall not be considered.
- B. The Submittal packet should include:
1. One (1) scan-ready original, three (3) bound copies, and one (1) electronic version in PDF format on a flash drive of the proposal in a sealed package marked "Project #2025-08 Disaster Debris Monitoring and Recovery Consultation Services RFP"; and
 2. Completion of ATTACHMENT A – SOLICITATION COMPLIANCE AND CONDITIONS CERTIFICATION, including original signature.
- C. All submittals must be complete. It is the Offeror's responsibility to check for errors and completeness prior to submittal. Submittals that do not include an original "wet" signature of Attachment A that acknowledges review of OJRSA Standard Services Agreement (Attachment B) and other attachments and/or addenda shall be considered incomplete and will not be considered by OJRSA.
- D. The submittal should not exceed the individual page count limits as stated within the SUBMITTAL REQUIREMENTS AND STATEMENT OF QUALIFICATIONS section of this RFP (not including table of contents and other items that are to be located in the appendices). Double-sided printing for hardcopies is required unless otherwise noted within this solicitation. The pages shall be 8½-inches by 11-inches except for charts, tables, photos, maps, and exhibits which may be submitted on pages not exceeding 11-inches by 17-inches, folded to 8½ inches by 11 inches.
- E. The submittal package appendices shall include items as stated in this RFP. These not included in the overall page count; however, key staff résumés should attempt to limit to three (3) pages per staff member.
- F. Bid must be in a sealed envelope or box with "Submittal for OJRSA Project #2025-08" clearly stated on packaging.
- G. The **sealed proposal** shall be submitted in accordance with this solicitation to:
By hand, US Mail, or other such delivery method (e.g. UPS, FedEx, etc.)
OJRSA Project #2025-08 RFP
ATTN: Procurement Officer
623 Return Church Road
Seneca, South Carolina 29631
- H. Offerors shall include all costs to cover all requirements as stated in this RFP in their price submittal.

Attachment A – Solicitation Compliance and Conditions Certification

In compliance with solicitation Project #2025-08 Disaster Debris Monitoring and Recovery Consultation Services RFP and subject to all conditions thereof, the undersigned offers and agrees to, if this response is accepted.

Submitting Company/Firm Name: _____

Address: _____ Phone: _____

Email: _____

Acknowledgement of documents provided by OJRSA via fileshare and/or website: _____
*Not applicable with initial solicitation.
If provided after it will be done by addendum.*

Below Addenda, if applicable, is hereby acknowledged by my signature beside each.

IF ANY ADDENDA WERE ISSUED, THEN EACH LINE MUST BE SIGNED DENOTING THAT EACH WAS RECEIVED.

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

By my signature below, I confirm that I have read and understand all information contained in the OJRSA Project #2025-08 Disaster Debris Monitoring and Recovery Consultation Services RFP, including all Attachments and Addenda. I also confirm this is submitted on behalf of my employer/company and that I am authorized to sign on the company's behalf.

Signature: _____ Date: _____

Name (Print): _____

Title: _____

Attachment B – OJRSA Standard Services Agreement Template

See general language in agreement beginning on the following page. SSA to be modified as appropriate based on Firm selected and upon recommendations by OJRSA legal counsel.

OJRSA STANDARD SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of the [REDACTED] day of [REDACTED] in the year [REDACTED] by and between OCONEE JOINT REGIONAL SEWER AUTHORITY, a political subdivision located at 623 Return Church Road, Seneca, South Carolina 29678 (hereinafter "OJRSA") and [REDACTED], a <<list as appropriate: corporation, limited liability corporation, etc.>>, having a place of business at [REDACTED] (hereinafter called "SUPPLIER").

OJRSA and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - Documents Comprising Agreement

- 1.1 This Agreement which comprises the entire agreement between OJRSA and SUPPLIER, includes the following attached hereto and incorporated herein by reference:
- 1.1.1 OJRSA Request for Bids dated [REDACTED]
 - 1.1.2 Exhibit A – Definitions
 - 1.1.3 Exhibit B – Statement of Work
 - 1.1.4 Any Amendments or Change Orders to this Agreement
 - 1.1.5 [REDACTED]

This Agreement may not be modified by any proposal, bid, estimate, e-mail, text message, conversation, submittal, or other form of verbal or written communication before the date this Agreement is fully executed.

- 1.2 All materials, equipment and services that may reasonably be inferred from this Agreement as being required to produce the intended result will be supplied whether or not specifically referenced in the Agreement.

ARTICLE 2 - Goods and Services

- 2.1 SUPPLIER shall furnish the Goods and Services pursuant to the terms and conditions of this Agreement. The Goods and Services to be furnished are more particularly set forth in the Statement of Work.
- 2.2 In providing the Goods and Services, other than as specified in this Agreement, SUPPLIER agrees to provide at its own expense all labor, equipment, tools, materials and other items and resources necessary to perform this Agreement.

ARTICLE 3 – Contract Price

- 3.1 OJRSA shall pay SUPPLIER for furnishing the Goods and Services and for performing other services in accordance with this Agreement. The Contract Price and the terms of payment of the Contract Price shall be as provided in the Statement of Work. The Contract Price does not include sales, consumer, use and other similar taxes, required by law to be paid in respect of the production and delivery of the Goods and the furnishing of Services. OJRSA shall be responsible for the payment of such taxes, and SUPPLIER shall include such taxes in its invoices to OJRSA.

ARTICLE 4 – Insurance

- 4.1 The SUPPLIER, at its own expense, shall purchase and maintain in full force and effect, such insurance on an occurrence form (unless otherwise noted below) with a company or companies lawfully authorized to do business in the jurisdiction in which the project/work is located. Such policies shall protect OJRSA from claims, which may arise out of or result from the SUPPLIER'S (or anyone directly or indirectly employed by SUPPLIER) operations performed under the Agreement. SUPPLIER shall be required to provide insured endorsements, evidencing the following coverage:

Commercial General Liability (CGL):

Limits:

- \$1,000,000 each occurrence
- \$1,000,000 personal injury/advertising injury limit

Coverage:

Insurance coverage should be in force and maintained on a coverage form no less restrictive than the latest edition of the Commercial General Liability policy via ISO CG 00 01

Requirements:

1. Products/Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following the final completion of the work.
2. OJRSA be named as additional insured including coverage for products/completed operations (or blanket additional insured as required by written contract) via ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage to OJRSA.
3. Waiver of Subrogation with respect to General Liability
4. Certificate to reference specific project
5. Per project coverage

Worker's Compensation and Employer's Liability Coverage:

Limits:

Coverage A (Workers Compensation) – statutory

Coverage B (Employer's Liability) - \$500,000 per accident or disease (or sufficient to meet Umbrella requirements.)

Coverage:

If applicable, statutory coverage for United States Longshoreman and Harbor Workers, and the Jones Act

Requirements:

Waiver of subrogation with respect to Worker's Compensation

Comprehensive Automobile Liability:

Limits:

\$1,000,000 Combined Single Limit (CSL) for Bodily Injury and Property Damage.

Coverage:

Coverage to include owned, non-owned and hired vehicles, including the loading and unloading thereof.

Requirements:

Waiver of subrogation with respect to Auto Liability. OJRSA to be named as additional insured.

In the event the SUPPLIER does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed onto the subcontractor's personal auto policy or the CGL coverage.

Excess Liability Umbrella Coverage

The umbrella policies shall contain a minimum \$5,000,000 per occurrence and \$5,000,000 aggregate limit with coverage at least as broad as primary underlying insurance, covering all work performed by SUPPLIER under this contract. Coverage will follow form with underlying requirements for waiver of subrogation, additional insured requirements, and primary non-contributory language.

- 4.2 Prior to commencement of performance of this Agreement, the SUPPLIER shall furnish OJRSA with Certificates of Insurance for all insurance required hereunder and, for coverages where OJRSA is required to be named as an Additional Insured hereunder, SUPPLIER shall furnish copies of all Additional Insured endorsements in addition to Certificates of Insurance.

ARTICLE 5 - SUPPLIER'S Responsibilities

- 5.1 In addition to such other obligations under this Agreement, SUPPLIER shall competently and efficiently supervise and direct installation of the Goods and furnishing of Services and coordinate all operations required to deliver the Goods and furnish Services. Except as specifically provided in this Agreement with respect to Services or otherwise, SUPPLIER shall not be authorized to perform any work or services at the site.
- 5.2 **Infringement Claims.** SUPPLIER shall defend and fully indemnify and hold harmless OJRSA, its affiliates and their officers, directors, and employees (all referred to in this Section as "OJRSA") from and against any losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right or other intellectual property right, and (2) related by circumstances to the use of the Goods or the performance of the Services (an "Infringement Claim"). SUPPLIER's duty to defend and indemnify shall not apply if the Infringement Claim arises solely from SUPPLIER's adherence to OJRSA's written instructions regarding the Services or Goods required to be provided by SUPPLIER.
- 5.6 If submission of Drawings is required by the Statement of Work, SUPPLIER shall submit to OJRSA's

Representative in accordance with the accepted schedule for submission of Drawings and Contract Time requirements a copy (unless otherwise specified) of all Drawings which will have been checked by SUPPLIER and have a specific notation or indication of approval of SUPPLIER. OJRSA's Representative will review and approve with reasonable promptness Drawings, but OJRSA's Representative's review and approval will be only for conformance with the design concept of the Goods and Services and for compliance with the information given in this Agreement. If OJRSA believes that any correction in the Drawings is necessary or required, OJRSA shall notify SUPPLIER within five (5) business days of receipt of the Drawings. If SUPPLIER agrees with OJRSA's correction, SUPPLIER shall make the correction required by OJRSA's Representative and shall return a copy of the corrected Drawings to OJRSA. If SUPPLIER does not agree with such requested correction, then SUPPLIER shall notify OJRSA's Representative within three (3) business days and OJRSA's Representative and SUPPLIER shall discuss in good faith whether any such correction is necessary. If any agreed upon correction results in an increase in the Contract Price, OJRSA and SUPPLIER shall execute a Change Order.

- 5.7 SUPPLIER shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the work of this Agreement, and ensuring full compliance with all government safety and OSHA rules and regulations. SUPPLIER shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. SUPPLIER shall have a competent person on the jobsite at all times in charge of SUPPLIER'S safety program. Under no circumstances shall the actions of OJRSA in requiring implementation of a safety program be construed as OJRSA having control over SUPPLIER'S safety program. SUPPLIER shall be solely responsible for the content and implementation of its safety program which shall meet or exceed applicable legal standards. SUPPLIER shall immediately notify OJRSA's supervisors of any unsafe conditions or practices observed and promptly send OJRSA a written notice if the condition or practice is not immediately remedied. Further, SUPPLIER shall immediately notify OJRSA in writing of any accidents or injuries on the jobsite.

SUPPLIER shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations. In addition to its obligations under the Indemnification section of this Agreement, SUPPLIER agrees to indemnify, defend, and hold harmless OJRSA from and against all claims, fines, penalties, damages, or expenses including attorney's fees, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind which arise out of or are due to any action or omission on the part of SUPPLIER, its agents, employees, or suppliers. OJRSA may deduct from any payment due to SUPPLIER amounts required to hold Contractor harmless against such claims, fines, and penalties.

- 5.8 SUPPLIER agrees to comply, at its own expense, with all federal, state and local laws and regulations applicable to the work covered by this Agreement and agrees to save and hold OJRSA harmless from any and all liability and damages, fines, taxes, costs and attorneys' fees incurred by OJRSA on account of SUPPLIER'S failure to comply with all laws and governmental regulations applicable to the Work of this Agreement.

ARTICLE 6 – OJRSA's Responsibilities

- 6.1 OJRSA shall issue all communications to SUPPLIER through OJRSA's Representative.
6.2 OJRSA shall furnish any data required by SUPPLIER under this Agreement promptly and shall make payments to SUPPLIER when due in accordance with this Agreement.
6.3 OJRSA shall comply with all other obligations imposed on it under this Agreement.

ARTICLE 7 – DISPUTES

OJRSA and SUPPLIER agree to work together in good faith to resolve any dispute or alleged breach of this Agreement by referral of such dispute or breach in writing to OJRSA's Representative and SUPPLIER's Representative prior to resorting to litigation. OJRSA and SUPPLIER each agree to allow thirty (30) days after referral for the resolution of such dispute or breach.

ARTICLE 8 - Changes in the Goods or Services

- 8.1 OJRSA may, at any time or from time to time, order additions, deletions or revisions in the Goods or

furnishing of Services, which changes may be authorized by Change Orders. Upon receipt of a Change Order, if SUPPLIER agrees in writing (including any necessary change to Contract Price), SUPPLIER shall sign a Change Order and shall proceed on the basis of the change involved.

- 8.2 In the event OJRSA and SUPPLIER are unable to agree upon a change to the Contract Price associated with OJRSA's order of a change to the scope of furnished Goods or Services hereunder, OJRSA may, at its option and in the absence of an agreement between OJRSA and SUPPLIER on the terms of a Change Order, direct SUPPLIER to proceed with the added scope of work for a reasonable increase or decrease in the Contract Price. SUPPLIER shall keep and present an itemized accounting together with appropriate supporting data all costs of labor, materials, supplies, equipment, and supervision directly attributable to the change.
- 8.3 OJRSA's Representative may authorize minor changes in the Goods or Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of this Agreement. These minor changes may be accomplished by a OJRSA's Representative's Change Order and will be binding on OJRSA, and also on SUPPLIER who shall perform the change promptly. If SUPPLIER believes that the minor change described in a OJRSA's Representative's Change Order justifies an increase in the Contract Price or Contract Time, SUPPLIER may make a claim therefor as provided in Article 9 or Article 10.

ARTICLE 9- Change of Contract Price

- 9.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods and Services. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at its expense without change in the Contract Price.
- 9.2 The Contract Price may only be changed by Change Order or Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by OJRSA and SUPPLIER. Any change in the Contract Price resulting from any such claim shall be incorporated in an Amendment.

ARTICLE 10 - Change of Contract Time

- 10.1 The Contract Time may only be changed by Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to OJRSA and OJRSA's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such notice is delivered to OJRSA unless OJRSA's Representative allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OJRSA's Representative if OJRSA and SUPPLIER cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in an Amendment.
- 10.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of SUPPLIER if a claim is made therefor as provided in Section 10.1. Such delays shall include, but not be limited to, delays caused by OJRSA, fires, flood, OJRSA's labor disputes, epidemics, abnormal weather conditions, laws and regulations enacted or effective after the Effective Date of this Agreement or acts of God.

ARTICLE 11 - Warranty; Tests and Inspections, Correction, Removal or Acceptance

- 11.1 SUPPLIER expressly warrants to OJRSA that all Goods will (i) conform to any and all Drawings and the Statement of Work; and (ii) otherwise be in accordance with this Agreement; and (iii) be free from defects in materials and workmanship. SUPPLIER expressly warrants to OJRSA that all Services will (i) be performed in a good and workmanlike manner; and (ii) be in accordance with this Agreement. OJRSA will give SUPPLIER prompt notice of all observed non-conformities with the foregoing warranties.
- 11.2 Consistent with this Agreement, SUPPLIER shall give OJRSA's Representative timely notice of readiness of the Goods and Services for all those inspections, tests, or approvals which this Agreement specifics are to be observed by OJRSA's Representative or another party prior to OJRSA's acceptance of delivery. OJRSA will give SUPPLIER timely notice of all tests, inspections and approvals of the Goods called for by this Agreement which are to be conducted at the site after such acceptance and prior to final payment. OJRSA's acceptance of any Goods shall occur only

after the Goods have been fully inspected and satisfactorily performed in accordance with OJRSA's validation and/or testing procedures.

- 11.3 If at any time after delivery under Article 2, and before expiration of the correction period under Section 11.6, OJRSA or OJRSA's Representative determines that any Goods and/or Services are Non-Conforming, SUPPLIER shall, upon written notice from OJRSA or OJRSA's Representative, and without cost to OJRSA, either repair the Non-Conforming Goods or work in place, or remove such Goods or work in place and replace them with conforming Goods and/or Services. Repair or replacement of Non-Conforming Goods and/or Services shall be OJRSA's sole and exclusive remedy for breach of SUPPLIER's warranty of Goods and/or Services.
- 11.4 If SUPPLIER fails to take action as required by OJRSA's Representative in accordance with Section 11.3, OJRSA may, after fifteen (15) days' written notice to SUPPLIER, remedy any such non-conformance instead of requiring repair or replacement. In an emergency where delay would cause serious risk of loss or damage, OJRSA may take such action without notice to or waiting for action by SUPPLIER.
- 11.5 If at any time before expiration of the correction period under Section 11.6, OJRSA's Representative notifies SUPPLIER in writing that any of the Services are Non-Conforming, SUPPLIER shall promptly re-perform the Services at SUPPLIER's cost or otherwise remedy the Non-Conforming Services. If SUPPLIER fails to do so within the agreed amount of time, OJRSA may obtain the Services elsewhere.
- 11.6 SUPPLIER's responsibility for repairing or replacing Non-Conforming Goods or re-performing or remedying Non-Conforming Services will extend for a period of one (1) year after the earlier of the date on which OJRSA has placed the Goods in service or the date OJRSA has accepted the Goods and Services as provided in Section 11.2.

ARTICLE 12 - Suspension, Cancellation and Termination

- 12.1 OJRSA may suspend production of the Goods or any portion thereof or the furnishing of Services by notice in writing to SUPPLIER. Upon fifteen (15) days' written notice from OJRSA, SUPPLIER shall resume performance. SUPPLIER will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if SUPPLIER makes an approved claim therefore as provided in Articles 9 and/or 10.
- 12.2 OJRSA may terminate this Agreement through written notice to SUPPLIER, upon the occurrence of one or more of the following events:
- 12.2.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- 12.2.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 12.2.3 if SUPPLIER makes a general assignment for the benefit of creditors;
- 12.2.4 if a trustee, receiver, custodian or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER's creditors;
- 12.2.5 if SUPPLIER becomes unable to pay its debts generally as they become due; or
- 12.2.6 a material breach by SUPPLIER of any material provision of this Agreement and SUPPLIER does not commence cure within seventy-two (72) hours after written notice to correct the breach from OJRSA to SUPPLIER.
- 12.3 If, through no act or fault of SUPPLIER, production of the Goods or furnishing of Services is suspended for a period of more than ninety (90) days by OJRSA or under an order of court or other public authority, or OJRSA fails to meet the agreed upon payment terms, then SUPPLIER may, upon ten (10) days' written notice to OJRSA and OJRSA's Representative, terminate this Agreement and pursue all remedies available to SUPPLIER for OJRSA's breach.

ARTICLE 13 - Indemnification

In addition to other indemnity obligations under this Agreement and to the fullest extent permitted under applicable law, SUPPLIER shall defend, indemnify and hold OJRSA, its shareholders, officers, directors, employees, agents, successors, and assigns (collectively "Indemnitees") harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or

damages, incurred as a result of any personal, property, or bodily injury, damage, or loss, along with third party claims or actions arising from or in connection with: (i) SUPPLIER's provision of the Goods or performance of the Services; (ii) any negligent acts or omissions or willful misconduct in connection with the provision of the Goods or Services; (iii) any breach of warranties under this Agreement; (iv) any claim of any lien, security interest or other encumbrance made by a third party as to the Goods; and (v) any violation of federal or state law, regulation, statute or ordinance. The indemnity obligations created by this Article 13 shall be proportionate to SUPPLIER's percentage of fault, as determined by a court of competent jurisdiction. SUPPLIER's indemnity obligations hereunder shall remain even in the event of concurrent negligence by OJRSA, but only to the extent of SUPPLIER's own negligence. In no event shall SUPPLIER be required to defend or indemnify OJRSA in the event of its sole negligence.

ARTICLE 14 - Choice of Laws and Forum

- 14.1 Governing Law: To the extent permitted by applicable law, the internal substantive laws of the State of South Carolina shall govern and apply to this Agreement such that all issues concerning this Agreement (including without limitation validity, enforceability, construction, interpretation, performance, breach and remedies) shall be decided under the laws of the State of South Carolina.
- 14.2 Exclusive Forum and Consent to Personal Jurisdiction: The parties agree that the state and federal courts located in South Carolina shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Agreement, and OJRSA and SUPPLIER each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waive any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

ARTICLE 15 – Miscellaneous

- 15.1 Whenever any provision of this Agreement requires the giving of written notice it shall be deemed to have been validly given if delivered to the other party's respective Representative in person, or if sent by registered or certified mail, postage prepaid, to the last business address of the other party known to the giver of the notice.
- 15.2 When any period of time is referred to in this Agreement by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 15.3 Except for OJRSA's exclusive remedies under Sections 11.3 and 11.5, the duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, and all of the rights and remedies available to OJRSA and SUPPLIER thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, and the provisions of this Section shall be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right and remedy to which they apply.
- 15.4 SUPPLIER may not assign this Agreement, in whole or in part, without the prior written consent of OJRSA. OJRSA may assign this Agreement, in whole or in part, to any of its affiliates or as part of a sale of substantially all of its assets without the prior consent of SUPPLIER. Any attempted assignment of this Agreement not in compliance with this Section shall be of no force or effect.
- 15.5 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS OR SERVICES OR THE TERMINATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE OR ANY STATUTORY CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
- 15.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO AMOUNTS PAYABLE BY SUPPLIER ARISING FROM ITS INDEMNITY OBLIGATION UNDER ARTICLE 13.

Address for giving notice:

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

SUPPLIER:
SUPPLIER NAME HERE

Name: Christopher Eleazer

Name (print): _____

Title: Executive Director

Title: _____

Address: 623 Return Church Rd
Seneca, SC 29678

Address: _____

IN WITNESS WHEREOF, the undersigned OJRSA and SUPPLIER, intending to be legally bound, have duly executed this Agreement as of the date first above written.

OJRSA:
OCONEE JOINT REGIONAL SEWER AUTHORITY

SUPPLIER:
SUPPLIER NAME HERE

Signature: _____

Signature: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

EXHIBIT A Definitions

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - Formal written record signed by OJRSA and SUPPLIER of any change or modification in this Agreement.

Change Order - A written order to SUPPLIER signed by OJRSA and SUPPLIER authorizing an addition, deletion or revision in the Goods or Services, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of this Agreement.

Contract Price - The monies payable by OJRSA to SUPPLIER pursuant to this Agreement.

Contract Time - The total number of days or the dates stated in this Agreement for furnishing the Goods and completing the Services.

Delivery Date - Delivery date shall mean the date for Goods delivery mutually agreed by the parties. If no express date is provided the Delivery Date shall be a date prior to the end of the Contract Time.

Drawings – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for SUPPLIER to illustrate some portion of the Goods or Services.

Effective date of this Agreement - The date first above written.

Goods - All tangible personal property, materials, equipment, or goods required to be furnished under this Agreement.

OJRSA – Oconee Joint Regional Sewer Authority, a political subdivision primarily located in Seneca, South Carolina.

Non-Conforming – Goods or Services that that do not conform to the warranties of Supplier set forth in Section 13.1 of this Agreement.

Point Of Delivery - The place designated in this Agreement, where the Goods are to be delivered.

Services - Services include all services and work to be furnished by SUPPLIER pursuant to this Agreement, including without limitation, those construction, design, engineering, installation, validation, testing or other services specified in the Statement of Work.

Statement of Work – Exhibit B to this Agreement that sets forth the Goods and Services to be provided by SUPPLIER under this Agreement for a specific opportunity. There will be a separate Statement of Work for every opportunity.

Specifications - Those portions of the Statement of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Goods and Services, and administrative details applicable thereto as set forth in this Agreement.

SUPPLIER – Provider of Goods and Services as part of this Agreement.

Term – The Term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) the final completion of services or (ii) termination as provided in Article 14.

VENUE OWNER – Owner of the venue or facility where work is to be conducted by the SUPPLIER.

EXHIBIT B
Statement of Work

<<Describe the scope of each particular job>>

SAMPLE