

City of Isle of Palms, South Carolina

Request for Bids (RFB 2024-03)

Beach and Dune Restoration – Breach Inlet USACE Supplemental Project

In compliance with the City of Isle of Palms' Procurement Code, the City of Isle of Palms is soliciting bids from qualified contractors for beach and dune restoration along the southern end of Isle of Palms.

Project Description

Scope:

Beach and Dune restoration along ~6,000 lf of beach at Isle of Palms totaling up to 50,000 cy of sand. Up to 20,000 cy of sand will be used to construct a dune between 2nd and 10th Avenues of Ocean Blvd, with the dune elevation typically 6 ft above grade and 15 ft in crest width. Sand shall be excavated from the intertidal beach within the project area following placement from a federal beach nourishment project occurring concurrently under a separate contract. Work may be restricted around high-tide. Only sand placed by the federal contractor shall be used for excavation and construction. Remaining sand volumes up to the project total of 50,000 cy shall be placed in a dune and dry sand beach south of 2nd Avenue. Dune shall be placed adjacent to the existing escarpment, and a dry sand berm constructed at an elevation of +6 ft NAVD constructed seaward of the dune. Contractor may use the beach access adjacent to the Breach Inlet Bridge and/or 9th Ave for ingress and egress, provided that it does not interfere with the federal project's use of the access. Equipment may be stored on the beach or in the Breach Inlet parking area. Contractor will be required to work with local sea-turtle organizations to ensure protection of sea-turtles, including daily patrols through the project area prior to work commencing any day. Night time work will only be allowed if contractor supplies qualified sea-turtle monitors to continuously monitor the work site during night-time operations. Contractor shall work with federal contractor to facilitate construction access and staging. Work shall commence within 30 days of sand placement activities beginning by the federal contractor, and shall be completed within 60 days from commencement.

Evaluation Criteria & Selection Process

Bids submitted by the deadline and deemed complete will be evaluated by the Owner. Any firm submitting a bid may be required to provide additional detailed information as needed. The award of a contract will be at the discretion of each Owner. The Owner reserves the right to disqualify any bid it deems as nonresponsive and/or non-responsible. The Owner reserves the right to make such investigations of the proposers as it deems appropriate.

The Owner reserves the right to reject any and all bids without qualifications. The Owner also reserves the right to add or deduct any specific requirements and associated costs from the selected bid.

Bids will be evaluated on a variety of factors including, but not limited to, the following:

- Vendor's relevant experience and qualifications
- Satisfactorily completed similar projects
- Cost

Timeline and Submission Procedures

The Owner anticipates the following general timeline for this RFB. The anticipated schedule may change if it is in the Owner's best interest to do so.

Deadline for Questions – 2:00pm, Eastern Time, Monday, July 15, 2024.

Deadline for Bids – 10:00am, Eastern Time, Thurs, July 18, 2024

Owner approves award of contract – 6:00 p.m., Tuesday, July 23, 2024

Notice to Proceed – July 29, 2024

Award of any contract may be made without discussion with proposers after bids are received. The City reserves the right to cease contract negotiations if it is determined that the Bidder cannot perform the services specified in their response.

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of proposal, qualifications, experience, technical expertise, references and ability to execute the work. After careful evaluation, Owner's staff will make a recommendation to Owners' Councils for award of a contract.

Bids should be submitted to the following:

Desirée Fragoso, City Administrator

City of Isle of Palms

1207 Palm Boulevard

Post Office Box 508

Isle of Palms, South Carolina 29451

Deadline for Questions – 2:00pm, Eastern Time, Monday July 15, 2024. Bidders should send questions regarding this Request for Bid to Steven Traynum, Project Manager at

Coastal Science & Engineering, in writing or email to straynum@coastalscience.com. Questions received before this deadline will be answered via addendum posted on the City of Isle of Palms's website at <http://www.iop.net/requests-for-bids-proposals>

Questions received after this deadline will not be answered.

Deadline for Submissions – 10:00 a.m. on Thursday July 18 will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked “RFB 2024-01 Beach and Dune Restoration” and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive. It will be the responsibility of the proposers to verify receipt by the Owner.

Bids may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the Owners at the place, date and time appointed by the Owners and the Owners shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery.

Proprietary and/or Confidential Information: Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, 4 in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the Owners.

Proposers acknowledge and agree that the Owner will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the Owner's acceptance or non-acceptance of the proposal or the rejection of any and all bids. Proposers are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the Owner will commit the Owner to award a contract to any respondent even if all the requirements in the RFB have been met.

Proposers must have or be able to procure an Isle of Palms Business License.

The Owner reserves the right to accept or reject any and all bids, or any parts thereof; to waive irregularities or informalities in any proposal received to allow the proposal to be considered; to negotiate terms and conditions with Proposers; and to select a Bidder or to

cancel in whole or in part this RFB, if it is in the best interest of the Owner to do so. Those bids determined not to be in compliance with provisions of this RFB and the applicable laws and or regulations will not be processed.

By signing its bid, Proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the Owner upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its 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." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with sub-subcontractors, language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

STATE OF SOUTH CAROLINA) BEACH AND DUNE RESTORATION
) AGREEMENT – BREACH INLET USACE
COUNTY OF CHARLESTON) SUPP. PROJECT – ISLE OF PALMS

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City” or “IOP”) and _____ (“Contractor”).

WHEREAS, pursuant to Request for Bids (RFB XXXX) issued by the City of Isle of Palms (“City”), the City sought and received bids from qualified contractors to perform certain beach and dune restoration work along the southern end of the Isle of Palms;

WHEREAS, the City, in compliance with the Procurement Code, selected Contractor and desire to hire Contractor to perform said beach and dune restoration work outlined in RFB 2024-XX;

WHEREAS, this Agreement is hereby entered into between the City and Contractor (hereinafter individually a “party” and collectively the “parties”) for the scope of services outlined in RFB 2024-XX; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth exact rights, duties and obligations of each party regarding the work to be performed by Contractor.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. THE PROJECT

A. The Project location consists of the beach and dune areas located within the City referenced in the Scope of the RFB, specifically the areas between 2nd and 10th Avenues of Ocean Boulevard, and the area south of 2nd Avenue of Ocean Boulevard located in the City.

B. The purpose of the Project, as further defined in the RFB, is to perform beach and dune restoration, preservation, repair, and related work for the dune system and dry sand beach areas in and around the Project location.

2. SCOPE OF WORK, MATERIALS, TIMELINE

A. Contractor shall provide all labor, equipment, tools, materials, supplies, and incidentals necessary to perform the Project, including but not limited to beach and dune restoration comprised of up to ~50,000 cubic yards of beach compatible sand along approximately 6,000 linear feet of beach at the Project location, with approximately 20,000 cubic yards used for dune work between 2nd and 10th Avenues and remaining sand volumes up to the total 50,000 cubic yards to be placed in the dunes and dry sand beach area south of 2nd Avenue, as set forth in the RFB.

B. Contractor shall provide all labor, equipment, materials, supplies, and incidentals necessary to perform the Project, including but not limited to coordination with and use of materials placed by the federal contractor referenced in the RFB for use at the Project. Contractor shall comply with all requirements set forth in the RFB in the execution of its work at the Project, including coordination with third-parties and the City, where applicable, to effectuate the Project. Contractor represents that it is knowledgeable and experienced in handling Projects of this size and type, and that its work is inclusive of all foreseeable scope to properly complete the Project. Contractor has made itself familiar with the native beach sand, in both color and character, and will ensure that its work at the Project complies with this section and that materials used will only be those placed by the federal contractor referenced in the RFB.

C. Contractor hereby agrees that all of its work and services under this Agreement shall be: performed consistent with the degree of care and skill ordinarily exercised by members of the same profession, experienced in and specializing in similar projects, currently practicing under similar circumstances at the same time and in the same or similar locality; be in compliance with the Project scope, goals, and requirements; and be performed in a good and workmanlike manner free from defects, errors, or omissions. Contractor agrees to conform its work to all applicable federal, state and local laws, rules and regulations. Contractor agrees to use its best skill and attention and be

solely responsible for all means, methods, techniques, sequences, material selections, and procedures in the performance of the work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a good and workmanlike manner, free from defects, and in compliance with the Project scope, goals, and requirements. In the event a defect, non-compliance, or other deviation from the scope of work, standard of care, or other problem arises concerning the work performed at the Project, Contractor agrees to address and correct the same, bearing all costs in doing so, within thirty (30) days written notice from the City. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct any work and services not meeting such a standard. If mutual agreement between the parties cannot be reached, the dispute/claim resolution provisions of this Agreement shall control.

D. Contractor agrees to begin the Project work within thirty (30) calendar days of sand placement activities beginning by the federal contractor as referenced in the RFB. Contractor agrees that its full Project work will be completed within sixty (60) calendar days of Contractor's commencement of the work. Pursuant to the RFB, Contractor expressly acknowledges that the tides may impact work and that any nighttime work is required to coordinate with local sea turtle organizations and requires continuous sea turtle monitors during night-time operations. The Project timeline requirements shall not be adjusted for any reason that is known to Contractor at the time of commencement of this Project or that is outlined or referenced in the RFB.

E. Contractor's trucks and equipment may access the Project area via the beach access adjacent to the Breach Inlet Bridge and/or 9th Avenue so long as Contractor does not interfere with the federal project's use of these access points. Equipment may be stored on the beach or in the Breach Inlet parking area, with Contractor assuming all risk of loss, damage, or otherwise in so doing. Contractor assumes all risk and liability for any damages caused to persons or property related to the Contractor's use of these access points for the Project.

F. Contractor agrees that all work at the Project shall be performed subject to the approval of any such representative as City may designate upon written notice to Contractor.

G. [DEPENDING ON CONTENT OF CONTRACTOR'S RESPONSE TO THE RFB] Contractor's response to the RFB, dated _____, 2024, is attached hereto as **Exhibit I** to this Agreement. In the event of a conflict between any provision contained in **Exhibit I** and any provision contained in this Agreement, the terms of this Agreement shall control.

3. CONTRACT SUM. The Contract Sum is the total price to be paid to Contractor by City for the entire scope of work for the Project, including all materials, labor, equipment, overhead, and profit for the work to be performed by Contractor. The Contract Sum is guaranteed by the Contractor not to exceed _____ (\$ _____) **dollars**, subject to additions and deductions by Change Order as provided in this Agreement. City will make payment to Contractor for the full Contract Sum pursuant to the payment terms outlined in [DEPENDING ON TERMS PRESENTED BY CONTRACTOR IN RESPONSE TO RFB] **Exhibit I**.

4. CHANGE ORDERS OR ADDITIONAL SERVICES. The City has the right to require alterations or changes ("Change Orders") to the Project scope by requesting such changes, in writing. Upon receipt of a Change Order from the City, Contractor agrees to consider such proposed alterations or changes to the scope of work and will advise the City, within ten (10) days upon receipt of a Change Order, of any change in price and/or Project completion timeline impacted by the Change Order. Upon receipt of that information, the City must agree to any additional cost or credit of such Change Order, in writing, prior to the commencement of the work under the Change Order by Contractor. Contractor agrees to provide, if requested by the City, all supporting documentation that relates to Contractor's pricing of a Change Order. The parties agree no work will commence on Change Order until mutual agreement is reached regarding all changes in scope, schedule, and cost (if any) have been approved in writing by both parties. The City is not required to accept nor is the

Contractor obligated to perform, any modified scope, revised schedule, or otherwise alter the Project unless and until the provisions of this section have been satisfied.

5. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor understands the time sensitivity and urgent nature of this Project and agrees to perform the services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. Contractor agrees to diligently perform all work under this Agreement to meet the schedule set forth herein this Agreement [OR, OPTIONAL, DEPENDING ON TERMS PRESENTED BY CONTRACTOR IN RESPONSE TO RFB] included in Exhibit I. If Contractor is delayed for reasons or causes beyond the control of Contractor including, but not limited to, weather conditions, failure of any government agency to act in timely manner, failure of performance by City or City's contractors or consultants, or discovery of any hazardous substances or differing site conditions unknown to exist at the time of commencement of the Project, Contractor shall communicate the reason for, and expected extent of, any delay and advise the City of an updated Completion Date. The City reserves the right to request all supporting documents and information related to a reported delay by Contractor and Contractor agrees to provide that information if requested.

6. INSURANCE. Contractor agrees to maintain commercial general liability insurance coverage throughout the duration of the Project, with policy limits of \$_____ for each occurrence and \$_____ aggregate providing coverage for claims including: damages because of bodily injury, sickness or disease, and death of any person; personal injury; damages because of injury to or destruction of tangible property; bodily injury or property damage arising out of completed operations. The CGL policy must not contain exclusions or limitations for losses from trucking, grading, earth-moving, or other heavy machinery or equipment. Contractor also agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. Contractor also agrees to maintain automobile and trucking liability insurance covering all vehicles, trucks, and/or machinery involved in the work at the Project.

Contractor also agrees to maintain pollution liability insurance for all claims of injury, property damage, natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from Contractor's work at the Project. All insurance coverage required hereunder shall be with companies approved in advance by City, and Contractor shall name City as an additional insured on all such policies that the City can be named additional insured; where the City cannot be named as an additional insured, Contractor agrees to name City as a certificate holder on the insurance required under this Agreement. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor.

7. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain, and pay for all governmental permits, fees, licenses, and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

8. INDEMNIFICATION. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or civil penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or caused by Contractor's alleged negligent performance of the work under this Agreement or breach of any provision of this Agreement.

9. SITE INVESTIGATION. Contractor acknowledges and agrees that it has inspected the Project area, understands the conditions on site as relate to the scope of work to be performed, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

10. PRE-SUIT DISPUTE RESOLUTION – MANDATORY MEDIATION. Any claim, dispute, or controversy arising between the City and Contractor under or in connection with this Agreement shall be subject to mandatory mediation as a condition precedent to litigation. A request for mediation shall be made in writing and delivered to the other party to the Agreement. This request for mediation shall name a proposed mediator that the requesting party wishes to use. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If, upon receipt of the request for mediation containing a proposed mediator, the receiving party fails to object to the mediator proposed within thirty (30) days of receipt of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

11. NOTICES. All notices, consents, requests, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, City Administrator
Address: 1207 Palm Blvd., Isle of Palms, SC 29451
Email: desireef@iop.net

(Contractor):

Representative: _____
Address: _____
Email: _____

The parties also consent to notices being sent and received via email at the above-listed addresses.

12. TERMINATION.

A. Unless otherwise authorized by this Agreement, if the Contractor ceases work on the Project for a period of five (5) days, defaults, or fails or neglects to carry out the Project, the City may terminate the Agreement immediately and complete the Project without Contractor. If the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City. Contractor's payment claim, if any, upon termination must be submitted in writing to the City within fifteen (15) calendar days of the date of termination.

B. Contractor's final payment shall be subject to confirmation of acceptable work performed by Contractor prior to termination and subject to deductions sufficient to cover all costs reasonably incurred by the City associated with orderly termination of this Agreement and completion of the Project work.

13. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

14. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

15. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. GOVERNING LAW; FORUM; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, the parties expressly agree that the exclusive forum and venue for the parties to litigate any dispute is the Charleston County Court of Common Pleas. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

18. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

19. ILLEGAL IMMIGRATION REFORM ACT. Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to the Contractor, its subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by the Contractor, its subcontractors or sub-subcontractors. Contractor agrees

to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

20. LIABILITY TO THIRD-PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or Contractor. Contractor's services under this Agreement are being performed solely for City's benefit, and no other party or entity shall have any claim against Contractor because of this Agreement or the performance or nonperformance of services hereunder. City and Contractor agree to require a similar provision in all contracts with contractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

_____ (Contractor)

The City of Isle of Palms, S.C.

By: _____

By: _____

Title: _____

Title: _____