

City of Isle of Palms, South Carolina
Request for Proposals (RFP) 2019 – 02
Island Wide Beach Monitoring Outside of the Beach Renourishment Project Area

In compliance with the City's Procurement Ordinance, the City of Isle of Palms is soliciting submittals from qualified coastal engineers to perform annual surveys of the beach and inshore zone along the Isle of Palms, not including the area of the recently restored beach.

The purpose of this Request for Proposal is to solicit proposals from various engineering firms, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who can best meet the needs of the City.

I. Scope of Work

A. Liaison

Contractor shall meet or communicate with City representatives to define project goals, develop schedules, and coordinate work around events, etc. which may be planned by the City. Contractor shall coordinate with public safety officials regarding field work including access through beach access points and any equipment on or near the beach.

Contractor shall assist the City in preparing periodic project summaries, including graphics and web updates.

B. Surveys

Contractor shall complete annual surveys of the beach and inshore zone along Isle of Palms. Surveys shall reoccupy a network of existing beach profiles previously monitored by the City. The attached Table A provides location data for beach monitoring stations included in the scope of work. A total of ~86 miles of beach survey and hydrographic data shall be obtained by the Contractor along 137 existing transects. Data collected between 0 and 3,000 ft from the baseline from stations 240+00 to 320+00 is required by existing permits and is being obtained under an existing project awarded by the City. Contractor will be provided this data upon completion of that scope. Contractor will be provided with beach and inshore zone data for these stations to use in development of sediment budgets and complete profiles.

Surveys shall be conducted between April and May of each monitoring year, or in conjunction with the permit-required survey data collection. Over-land work shall be conducted using RTK-GPS mounted to a survey rod (no ATV mounted systems) with points obtained at all breaks in elevation contours and no more than 10 ft between points. Each overland point must be obtained within 5 horizontal feet of the profile line. Data shall be obtained from the furthest-most accessible point seaward of structures, or at least 50 ft landward of the primary dune.

Hydrographic data shall be obtained using RTK GPS coupled with a survey-grade fathometer and motion reference unit. Hydrographic data collection shall overlap land-based work so a

complete profile can be generated. Data shall be collected at a frequency of 10 hz and smoothed to eliminate spikes. A horizontal tolerance of 25 ft from the profile line shall be maintained for hydrographic data. Contractor shall coordinate data collection around tide and wave conditions so that data is collected over the shoals of the Dewees Inlet delta. Contractor shall provide a summary of data collection methods and equipment, as well as quality control and assurance measures including bar checks, speed of sound calculations, etc. with each data submittal.

Photographs shall be taken from each station (excluding stations 220+00 thru 320+00) looking northeast and southwest. Photos should be taken from the toe of the dune and should not include portions of vehicles, etc. Photo files shall be named to identify the station (ie100+00_North.jpg). Photos shall be provided digitally to the City for its use. In addition to ground photos, annual oblique images of the beachfront at low tide shall be obtained near the time of the survey. Photos may be taken from airplane or drone.

C. Reporting

Survey data shall be processed, and spikes removed. Beach profiles shall be generated in XZ format and plotted against previous survey data. Unit volumes and total beach volumes shall be calculated from the survey and compared to previous data, including the prior year and regular intervals spanning the survey record since 2009. Beach volumes shall be identified for the previously used monitoring reaches (1-7), similar in nature to analysis completed in prior reports to the City (available on the City's beach restoration archive at <https://www.iop.net/beach-restoration>). Contractor shall provide a single data file containing all data for each survey in a .csv file with fields for X, Y, Z, distance from baseline, and station name. Contractor shall provide the City with graphs of each beach profile including relevant previous profiles and unit volumes for each station, including volumes from prior surveys.

The Contractor shall provide a comprehensive monitoring report annually that documents the present beach condition, changes from prior surveys, identification of potential areas of concern, or any other noteworthy finding of the monitoring effort. The report shall include analysis of beach volumes and annualized change for each monitoring reach, and a discussion of beach changes within each reach shall be provided. The report shall include volume change tables, graphs, and photos to assist in visualizing the beach condition. The report shall include a discussion of the evolution of the deltas of Dewees Inlet and Breach Inlet, including analysis of digital elevation models and changes over time. An executive summary shall be provided highlighting overall beach volume changes and identification of any issues or recommendations. Upon finalization and submission of the report, contractor shall, at the request of the City, present the results of the monitoring effort to City Council (or appropriate committee).

II. **Proposal Process**

Proposals should be submitted to the following:

Desirée Fragoso
Interim City Administrator

City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Submissions: The deadline for submission is **10:00 a.m., Friday, April 26, 2019.** Proposals will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked “**RFP 2019-02 - Island Wide Beach Monitoring Outside of the Beach Renourishment Project Area**” 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 City. Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any proposer of any means of delivery. All proposals submitted shall include a current e-mail address.

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 proposal. 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, 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 City.

Proposers acknowledge and agree that the City 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 proposal, negotiating changes, or due to the City’s acceptance or non-acceptance of the proposal or the rejection of any and all proposals. Proposers are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

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

III. Submission Requirements

Each proposal shall include the following information as applicable to be considered complete:

1. Consulting firm’s background, office locations, size, capabilities.
2. Project experience with monitoring and surveying beaches in South Carolina.
3. A statement describing why this firm is most qualified to perform this work. Demonstrate the firm’s qualifications, competence and capacity.
4. Detailed cost proposal. Include a fee schedule including hourly rates for all personnel, subcontractors, and reimbursables. Subcontractors must be explicitly listed.

5. Oath of Non-Collusion signed by a principal of the firm or an officer authorized to bind the corporation.
6. Indicate and list any pending legal actions.

VI. Proposal Evaluation Criteria

The primary intent with regards to the procurement of these services is to obtain what the City would consider to be the best package of product and service. This includes overall proposal suitability, a clear and organized proposal, price competitiveness, quality and timeliness of previous work performed.

Respondents will further be evaluated on their experience, qualifications, and references. The City of Isle of Palms reserves the right to reject, in whole or in part, any proposal submitted which, in the judgment of the City, would not be in its best interest. The City also reserves the right to waive minor deficiencies or reject all proposals.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) AGREEMENT FOR ANNUAL
) ENGINEERING SURVEYS OF
) THE BEACH AND INSHORE ZONES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Isle of Palms, S.C. (“City”) and _____ (“Contractor”).

WHEREAS, City desires to engage the services of Contractor to perform engineering surveys annually of the beach and inshore zone along the Isle of Palms, not to include any area of recently restored beach (the “Project”); and

WHEREAS, Contractor agrees to perform the services pursuant to the terms and conditions hereinafter set forth.

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

1. Scope of Work

A. Contractor agrees to provide all labor, equipment, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the Scope of Work described in the bid document and the proposal submitted by Contractor to City dated _____, 2019 (the “Proposal”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Bid and any provision contained in this Agreement, the terms of this Agreement shall control.

B. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the

same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement.

2. Contract Price. For all services to be performed by Contractor on the Project, City agrees to pay to Contractor upon completion Work detailed in Exhibit I, which includes labor fees and anticipated expenses.

3. Time of Performance. Contractor understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Contractor agrees to apply for, obtain and pay for all governmental permits, fees and licenses necessary for the Contractor’s performance and completion of the services under the Project (including, but not limited to, a City business

license). This does not include Permit fees required for permitting.

6. Indemnification and Insurance.

A. Contractor agrees to hold harmless and indemnify 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 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) caused by Contractor's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Contractor written notice thereof, and Contractor shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

- 1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;
- 2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence;
- 3) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contract in the amount of \$1,000,000.00 per claim and in the aggregate; and
- 4) Workers' Compensation: Contractor agrees to maintain workers' compensation coverage on its employees as required by the State of South

Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

C. Contractor agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all subcontractor work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of subcontractor's insurance shall be provided to City prior to commencement of any work by subcontractor.

7. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

8. Site Investigation. Contractor acknowledges that Contractor has inspected the Service areas and 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.

9. Notices. All notices, consents, 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, Interim City Administrator

Address: PO Box 508, Isle of Palms, SC 29451

(Contractor):

Representative:

Address:

10. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. 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 a party fails to object to the mediator proposed by the party requesting mediation within 30 days 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. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. 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.

13. Governing Law; Severability. This Agreement is governed by and shall be Construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict- of-laws rule or principle that might refer the governance or the construction of this

Agreement to the law of another jurisdiction. 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.

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

15. Subcontracting and Assignment. Contractor agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

16. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

_____ (Contractor)

By: _____

(as to Contractor)

Title: _____

EXHIBIT I

(Attach Contract's Proposal, dated _____)

