

City of Isle of Palms, South Carolina
Request for Proposals 2018-02
Phase 3 Drainage Outfall Design and Permitting

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals and probable costs for a comprehensive redesign of the drainage outfalls at 30th Avenue, 3605 Waterway Boulevard and 41st Avenue. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Proposals should be submitted to the following:

Douglas Kerr, Director of Building and Planning City of Isle of Palms
1207 Palm Boulevard, Post Office Box 508
Isle of Palms, South Carolina 29451

Mandatory Meeting for Proposers: The City will hold a mandatory meeting for all firms submitting proposals at **2:00 p.m. Eastern Time, August 15, 2018 in City Hall Conference Chambers, 1207 Palm Boulevard, Isle of Palms, SC 29451.**

Deadline for Questions: The deadline for questions is **5:00 p.m. Eastern Time, August 17, 2018.** Proposers should send questions regarding this Request for Proposals to Douglas Kerr, Director of Building and Planning, in writing or email to dkerr@iop.net. Questions received before this deadline will be answered via addendum posted on the City's website at <http://www.iop.net/requests-for-bids-proposals>. Questions received after this deadline will not be answered. If an addendum is issued, Proposers must acknowledge receipt of the addendum with their proposal.

Deadline for Submissions: The deadline for submission is **2:00 p.m. Eastern Time, September 5, 2018.** Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and acknowledged. Sealed envelopes must be clearly marked "**RFP 2018-02 Phase 3 Drainage Outfall Design and Permitting**" and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive. The City accepts no responsibility for electronic submissions, and 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 of bids.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City's website. Notice of Award and notices of non-award, shall be sent to all Proposers via e-mail.

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 Proposer or any member of the Proposer's organization as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, 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 requested. 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 Proposer 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.

Background

The drainage system within the City of Isle of Palms (City) evolved over time and was primarily installed in the 1960's by the Beach Company or the South Carolina Department of Transportation (SCDOT) as roads and neighborhoods were developed on the island. The system is compromised by a mix of open ditches and closed pipe systems and the system is owned and maintained by a mix of the City, Charleston County (County), and the SCDOT. Each entity has their own protocol for maintenance and the maintenance efforts are not always coordinated.

Additionally, portions of the island's drainage system are tidally influenced and within the permitting jurisdiction of the Ocean and Coastal Resource Management division of the South Carolina Department of Health & Environmental Control (OCRM) and historically maintenance has not been done in OCRM's jurisdiction to avoid compliance issues.

These factors have collectively led to a system that is underperforming and causing drainage and flooding issues within the neighborhoods of the island. During heavy rain events and extreme high tides, certain roads on the island are impassable, non-elevated houses are inundated, septic systems are compromised, and standing water is left in an unsanitary condition. During high tides, much of the drainage system is full and has little to no capacity to handle any rain water.

Objectives

The City is seeking the services of a professional engineering firm to design and oversee improvements to the three identified outfalls to include surveying, designing, permitting through all applicable agencies, developing bidding package, and overseeing construction. The work at the outfalls should achieve the following goals:

- Identify the appropriate area where the back of the island should be sealed from the intrusion of tidal waters from backing into the system;

- Design and permit drainage system outfall systems that will seal the tidal water out, while allowing stormwater to exit;
- Be designed and sized appropriately to provide for future drainage improvements within the basins associated with each of the three outfalls;
- Be designed to anticipate a reasonable expectation of sea level rise;
- Be designed to anticipate a reasonable expectation of increase in impervious surfacing on the island;
- Be designed to anticipate a high level of soil saturation before storms;
- The design should be to a level that would have kept flood waters associated with Hurricane Joaquin from damaging houses

Scope of Work

1. The chosen firm will be expected to collect and analyze whatever information or data is necessary to fully understand the quantity of stormwater each outfall will handle. This will include prior construction work, prior maintenance work, identifying problem areas, and any other information necessary to anticipate future infrastructure improvements within the drainage basins flowing through these outfalls.
2. The chosen firm will provide a survey of all ditches and drainage structures associated with the three outfalls from the Intracoastal Waterway to Waterway Boulevard to include at least 100 feet inland (southwest) from Waterway Boulevard. The survey must include all property line boundaries, wetlands, critical area delineations, utilities, topography to one-foot intervals, drainage structures, pipe inverts, and any other structures within the system.
3. Once the background data has been gathered and analyzed, the chosen firm will be expected to provide the City with several conceptual project alternatives, including cost, of different flood recurrence intervals including 10-year, 100-year storm and 500-year storm and different levels of stormwater velocity within the system. The expectation is that the chosen design would be to a level that would have kept flood waters associated with Hurricane Joaquin from damaging houses within the associated drainage basins.
4. The firm must provide a list of key performance indicators and the expected performance of the chosen design.
5. Once the City has reviewed the various concepts and identified the level of service the future work should provide, the chosen firm will be directed to develop a finalized engineering design to meet those objectives and provide the basis for bidding the construction of the improvements.
6. The chosen firm will be expected to secure permits through all applicable agencies including OCRM, US Army Corps of Engineers, Charleston County, SCDOT, and the City.
7. The chosen firm will be expected to provide final budget estimates to assist the City in assembling adequate funding to complete the improvement.
8. The chosen firm will be expected to help the City identify potential grant funding and be prepared to pursue grants for a fee to be negotiated on a per project basis.

9. The chosen firm will be expected to advise the City on whether or not the work could be prioritized to identify immediate smaller projects that could provide stormwater relief in the near term, while the City works to assemble the funding for costlier long-term improvements.
10. The chosen firm will be expected to provide a proposed timeline for all work involved with the project.
11. The chosen firm will be expected to present findings of each stage of the project to at least three different City boards. The cost for presenting should be included in the proposal.

Proposal Alternates:

Alternate #1: Construction Bid Procurement Services

Once the funding is available to construct the project, the chosen firm will need to prepare all documentation for the construction bid package (using AIA or EJCDC form documents), including but not limited to, invitation to bid, technical specifications and drawings, licensing, bond and insurance requirements, contract documents, and pre-bid questions, answers and addenda. The chosen firm will also oversee the public RFB process to hire a construction firm. The City of Isle of Palms is governed by municipal procurement laws and ordinances which must be adhered to during this process. The chosen firm will review all bids, verify their components and accuracy, verify licensing, bonds and insurance, and make a recommendation of award.

Alternate #2: Construction Administration and Oversight Services

The chosen firm will need to provide all construction administration and oversight for the project, including construction monitoring, site visits, provide quality assurance, review pay requests, oversee governmental inspections, and be the primary point of communication contact between the contractor and the City.

Qualifications

The firm and their team will demonstrate a minimum of five years of experience in the following disciplines:

- Land surveying
- Regulatory Permitting
- Civil engineering and designing
- Construction cost estimating
- Hydrology

The firms must provide at least three examples of projects of similar scale and complexity along with contact information associated with each project.

Depending on the performance of the chosen firm on this project, the City may elect to extend the contract to include future tasks associated with the associated drainage systems.

Proposal Format:

The proposal format requirements were developed to aid Proposers in their proposal development. These directions apply to all proposals submitted. The purpose of the proposal is to demonstrate the technical capabilities, professional proposals, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order:

A. Transmittal Letter: A transmittal letter must be submitted with a Proposer's proposal which shall include:

1. The RFP subject, RFP number, and Scope(s) of Work in which Proposer is submitting.
2. Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person.
3. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.
4. Prepare an executive summary stating the Proposer's understanding of the project, familiarity of the outfall sites, design approach and opinion why the Proposer's firm should be chosen. Include any general information the Proposer wishes the City to consider about the proposal.

B. Firm's Work History and References:

Provide a brief description of any relevant large-scale drainage system redesign projects, or similar drainage projects of comparable size and complexity for which the Proposer provided services within the past five (5) years. Limit information to no more than five (5) projects. All such descriptions should include:

1. Project location
2. Redesign of existing system and/or design of new system
3. Description of original project budget versus actual cost.
4. Name and contact information for a reference with knowledge of the Proposer's work on the specified project.

C. Project Team:

1. The proposal should clearly outline the background and experience of the Project Team. The Project Team will include any of the Proposer's staff who will be assigned to the project. If possible, include a one-page summary CV of each member. Understand that once the City issues a contract, no change in personnel assigned to the project will be permitted without prior written approval from the designated City representative.
2. Provide the following information for each proposed team member where applicable:
 - i. Name
 - ii. Job title for this project
 - iii. Professional Discipline
 - iv. South Carolina license number
 - v. Specific duties assigned on this project

vi. Recent experience with related drainage projects

D. Sub-Consultants/Contractors:

Provide the Firm(s) and if possible the names and proposals of all subconsultants that will be part of the Proposer's Team and identify the specific work the sub-consultant will perform. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the City.

E. Price Quote for Each Scope of Work:

The proposal should include a price for each itemized project in the Scope of Work section of this request as well as the two alternates.

Proposal Evaluation Criteria:

The City will evaluate proposals based on the factors outlined within this RFP and the City's procurement ordinance, which shall be applied to all eligible, responsive proposals in selecting the successful firm. The City reserves the right to disqualify any proposal from a Proposer it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the proposals of the Proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after proposals are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer 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, the Planning Commission will make a recommendation to City Council for award of a contract.

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	CHARLESTON				1

SHEET INDEX

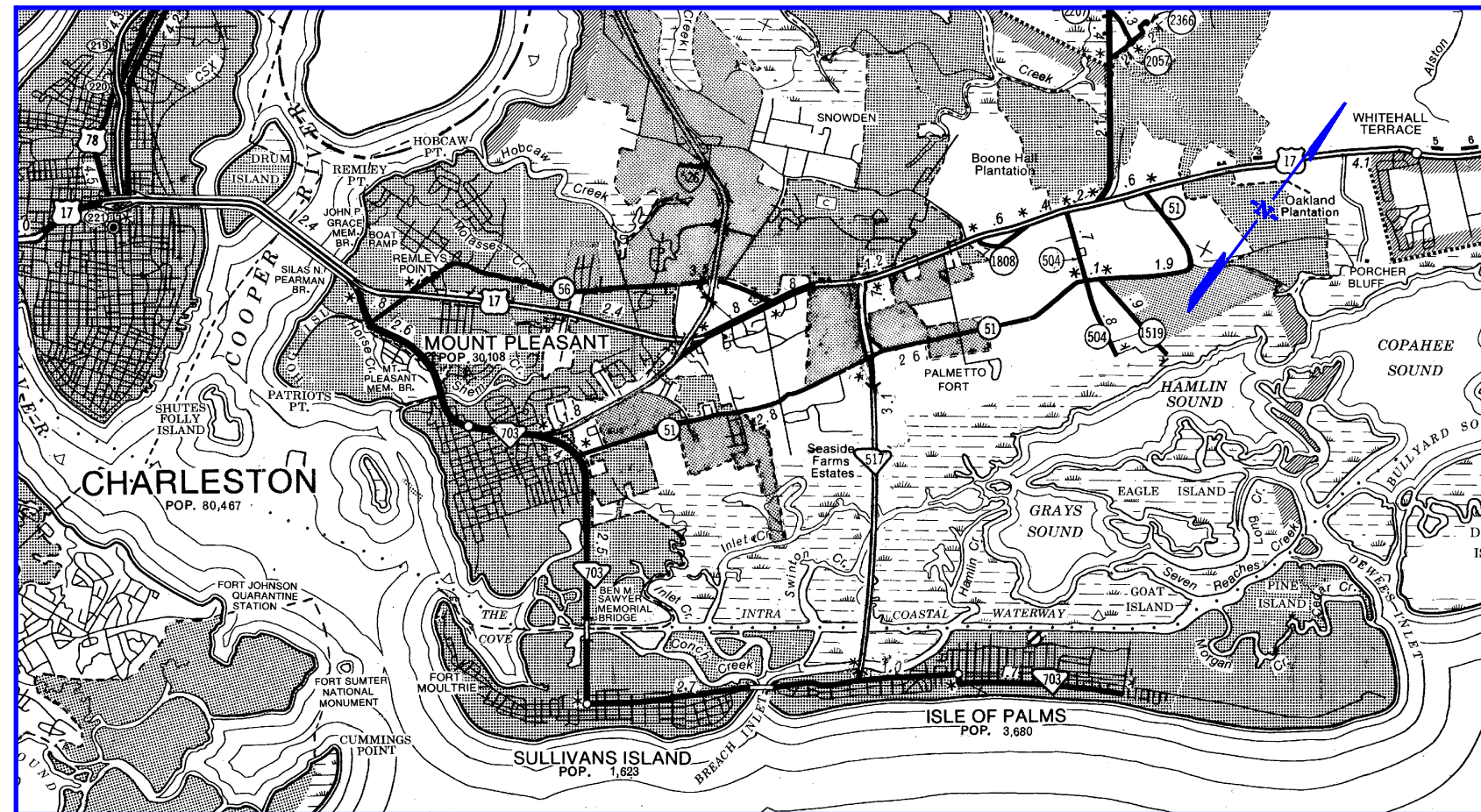
SHEET NO.	DESCRIPTION	SHEET TOTALS
1	TITLE SHEET	1
2	MAP INDEX SHEET	1
3 - 16	PLAN SHEETS	14
TOTAL 16		

CHARLESTON COUNTY DEPARTMENT OF PUBLIC WORKS



CHARLESTON COUNTY SOUTH CAROLINA

DRAINAGE INVENTORY PLAN
CITY OF ISLE OF PALMS
CHARLESTON COUNTY



LAYOUT
N.T.S.

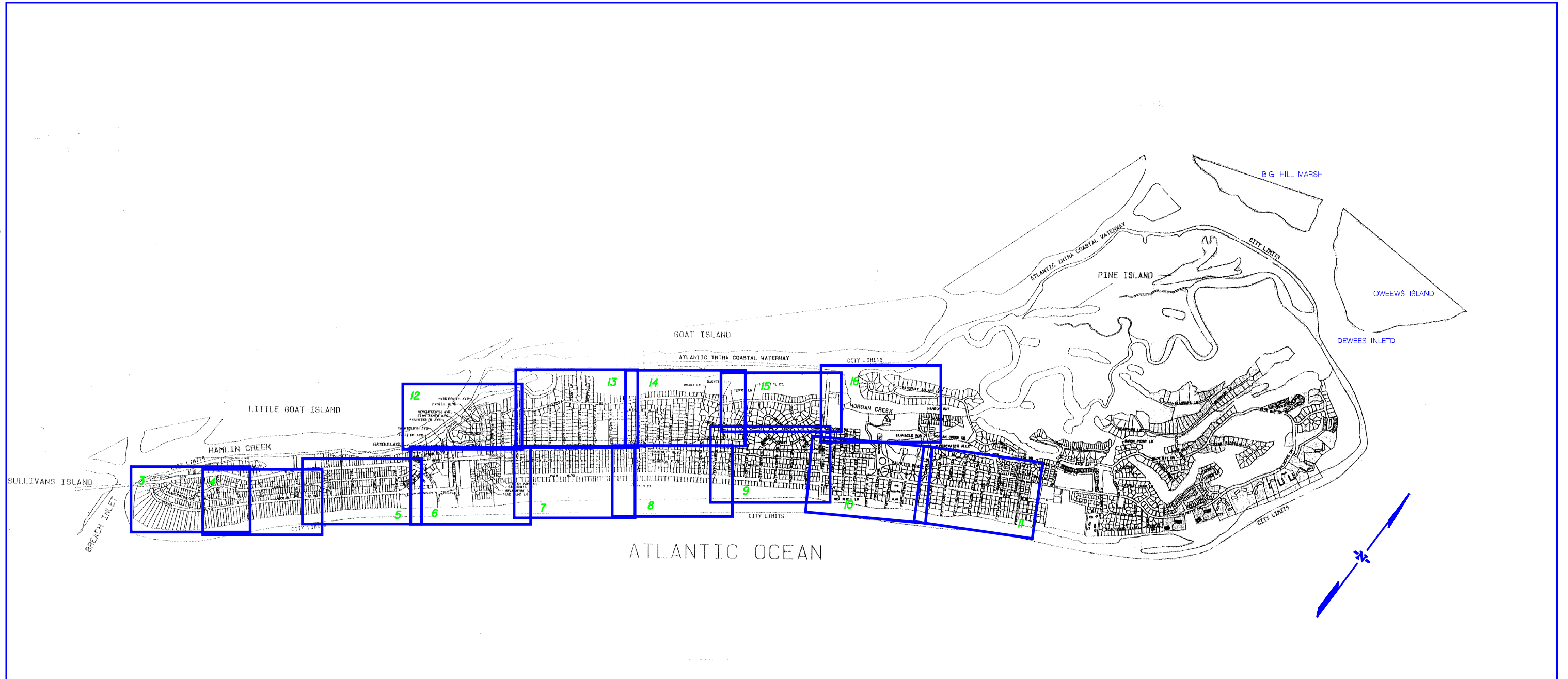


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

<p>COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS</p> <p>TITLE SHEET DRAINAGE INVENTORY PLANS</p>
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FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	CHARLESTON				2

MAP INDEX

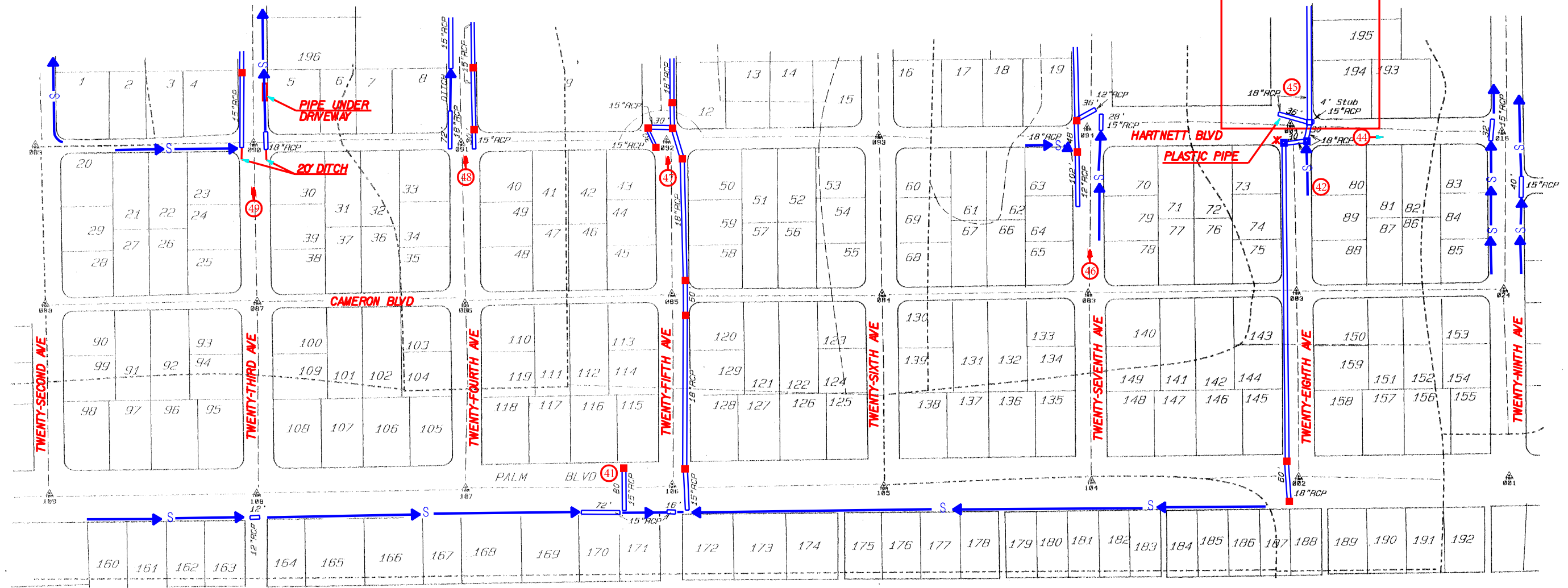


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571-5-0

NEW CONSTRUCTION / DRAINAGE



568-12-0

571-10-0

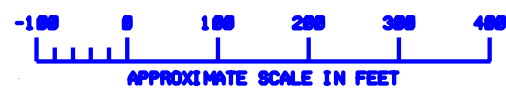
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- Hydrologic Watershed Divide
- Drop Inlet
- Junction Box
- Drop Inlet w/ Grate
- Manhole
- Curb and Gutter Inlet
- Open Ditch
- Swale Ditch
- Temporary Bench Mark
- Unable To Locate

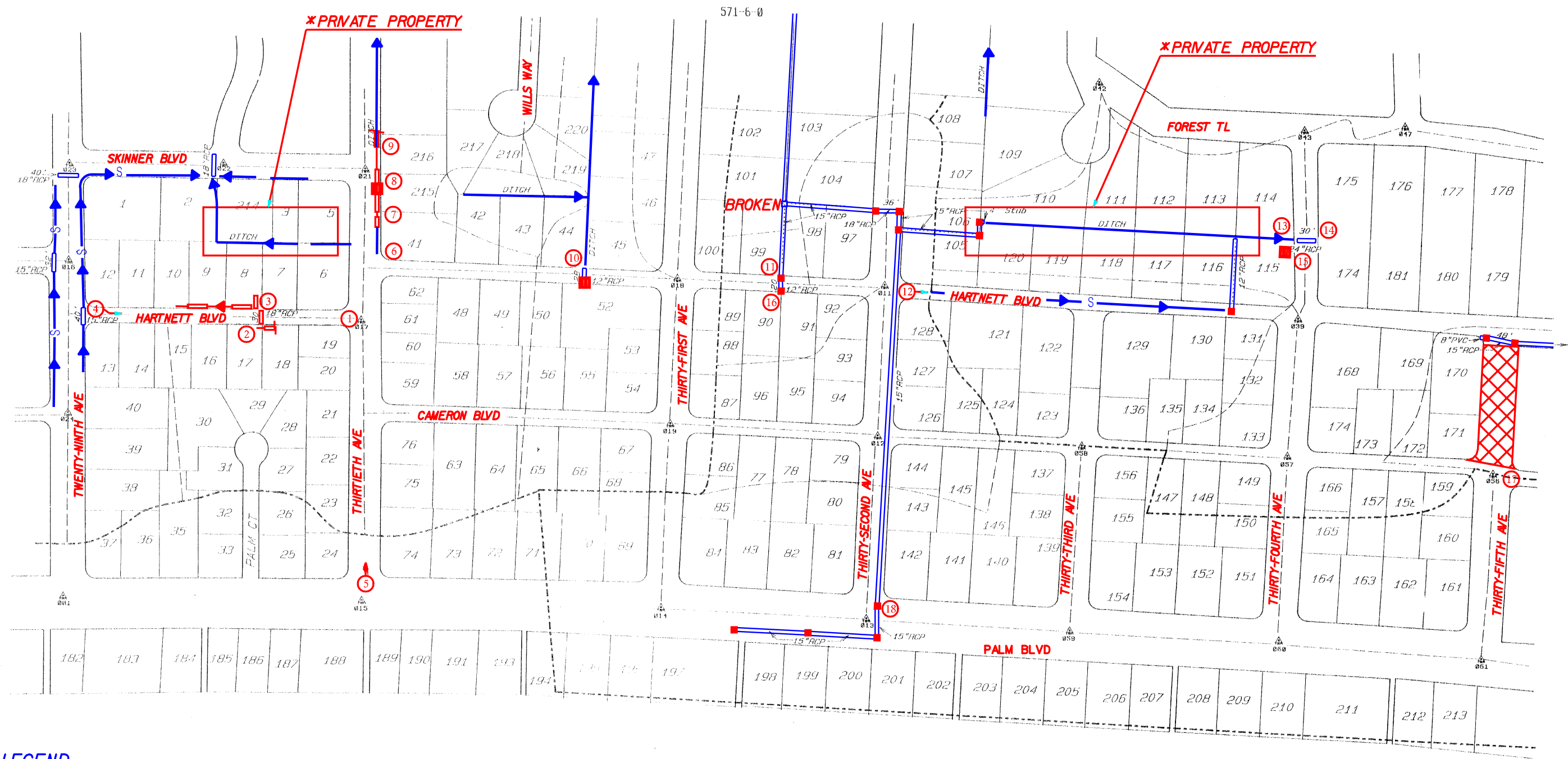
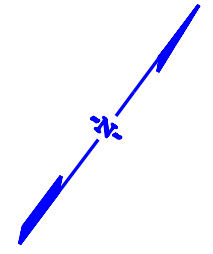
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- DIP Ductile Iron Pipe
- PVC Plastic Pipe
- VCP Vitrified Clay Pipe

PIPES UNDER DRIVEWAYS ALONG PALM BLVD.



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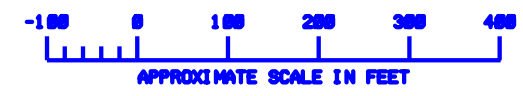


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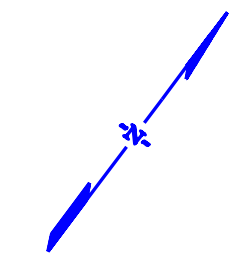
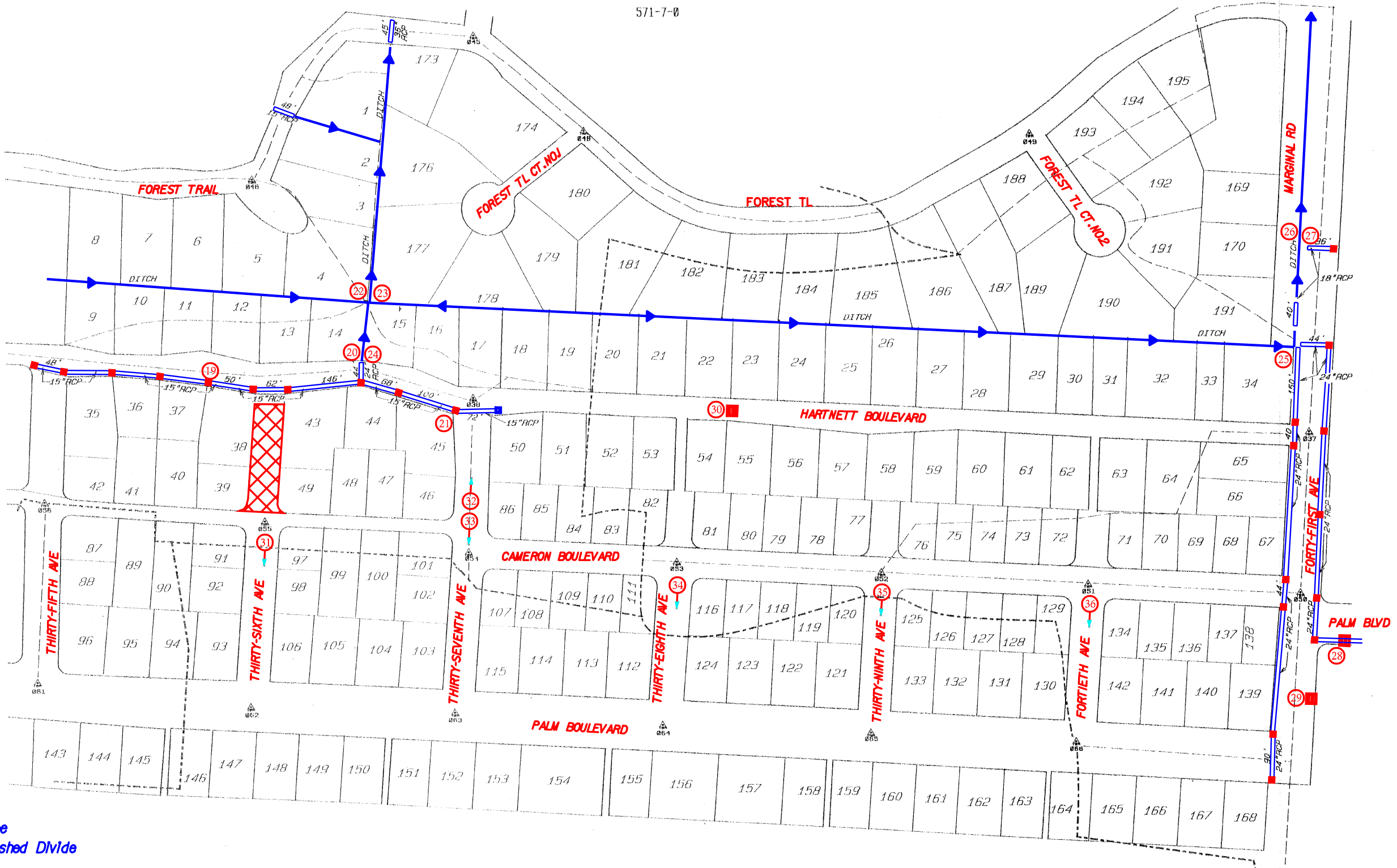
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COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 8	
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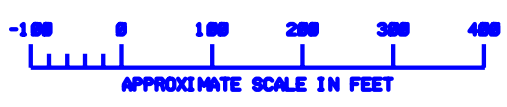


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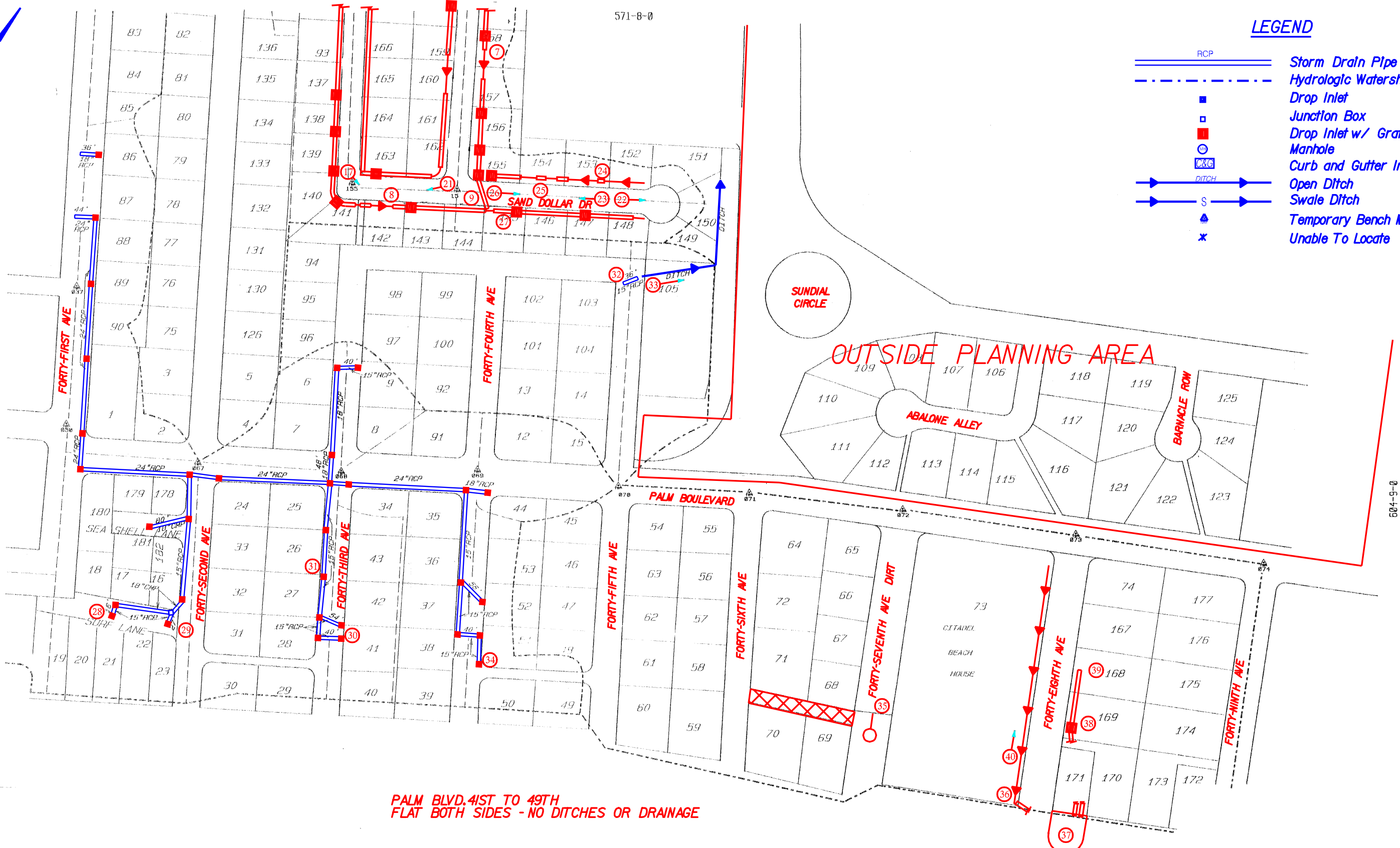
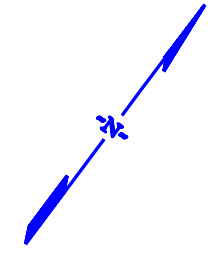
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**PALM BLVD. 41ST TO 49TH
FLAT BOTH SIDES - NO DITCHES OR DRAINAGE**

- PIPE CODE**
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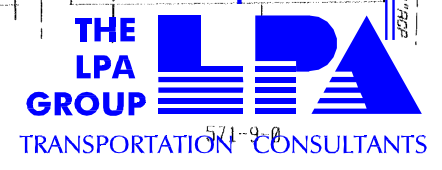
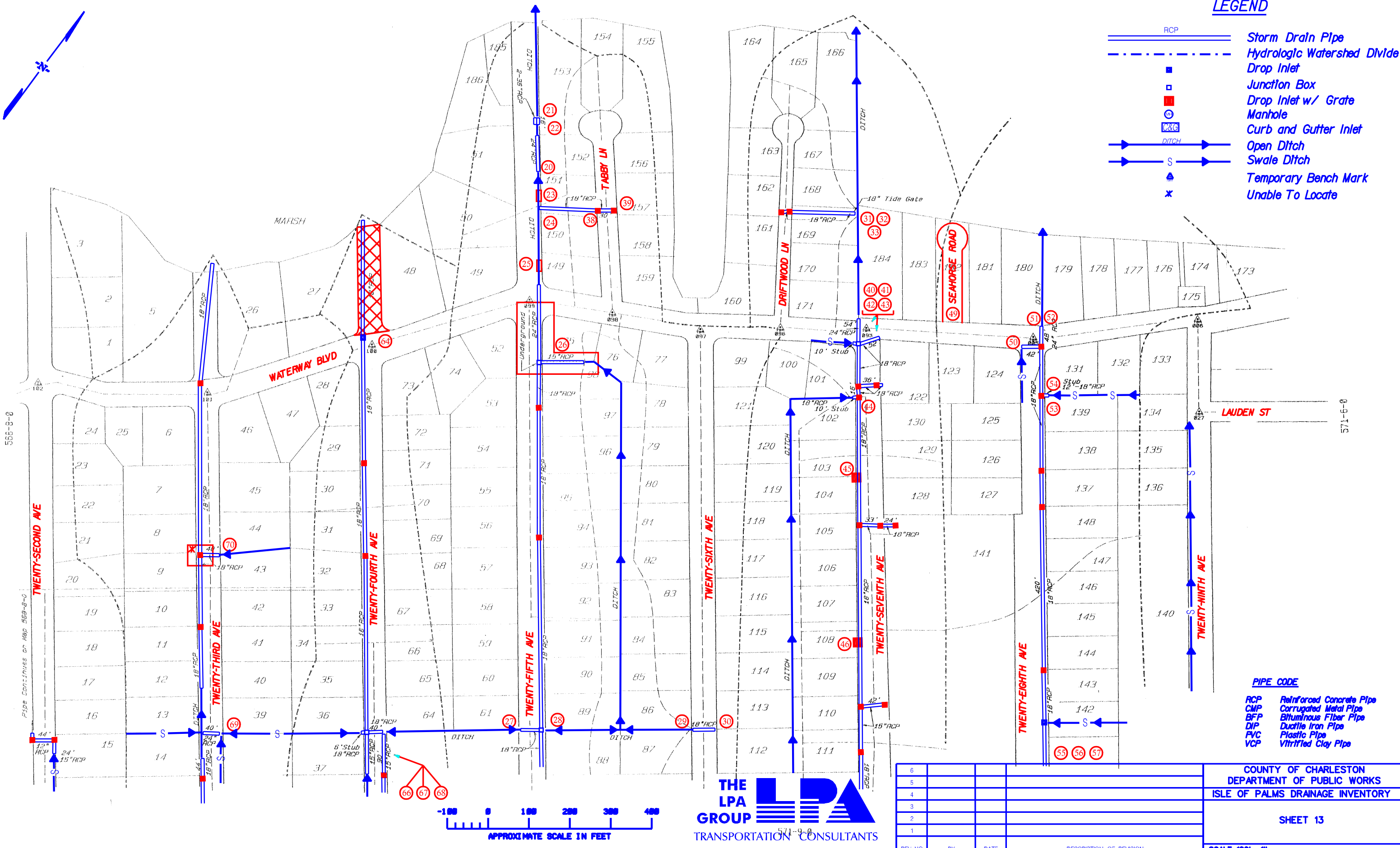


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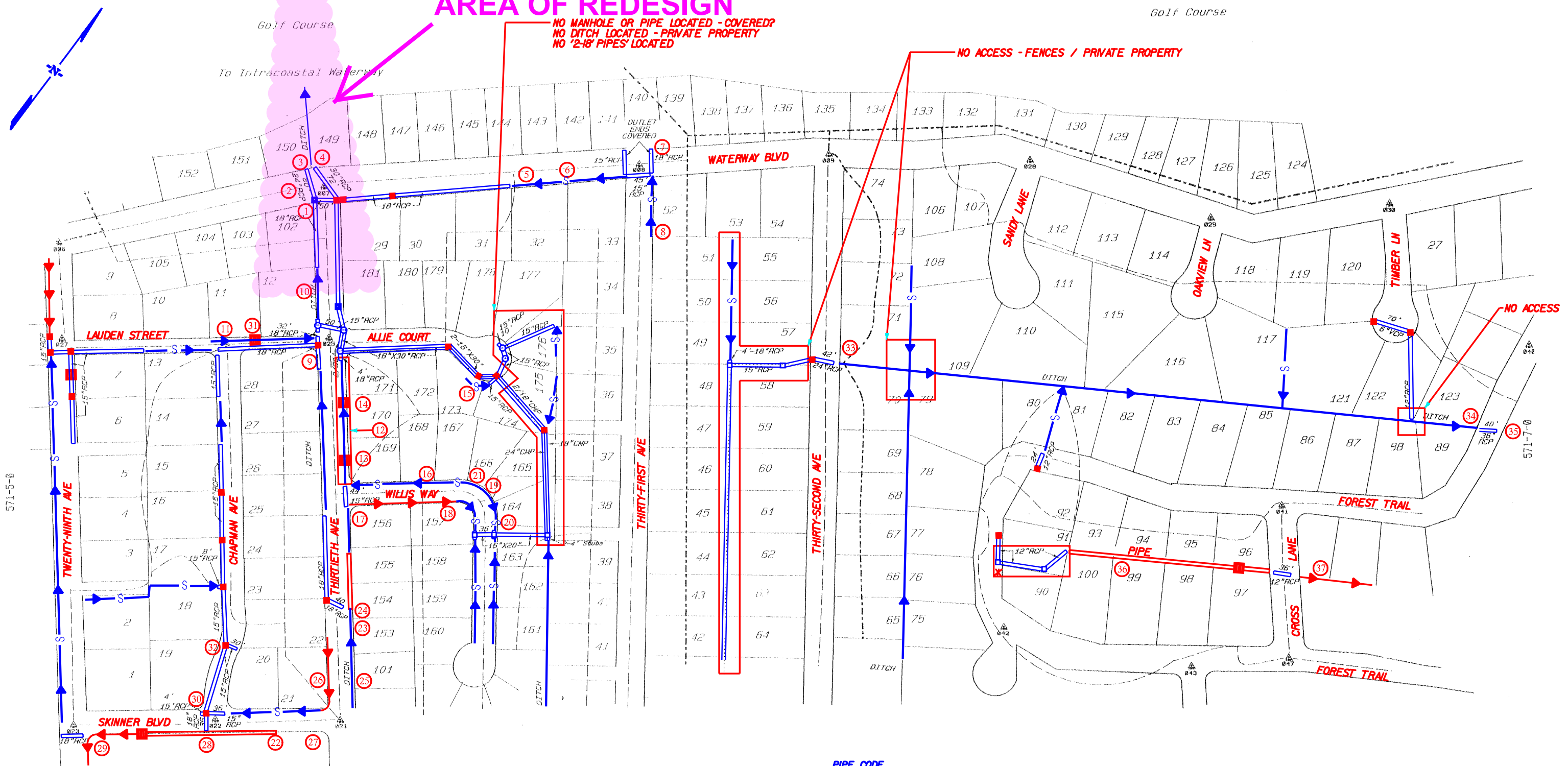
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3	SC	CHARLESTON				14

AREA OF REDESIGN

NO MANHOLE OR PIPE LOCATED - COVERED?
 NO DITCH LOCATED - PRIVATE PROPERTY
 NO '2'-18" PIPES' LOCATED

NO ACCESS - FENCES / PRIVATE PROPERTY

NO ACCESS

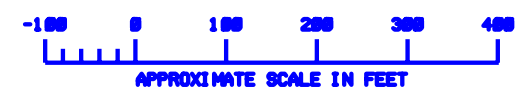


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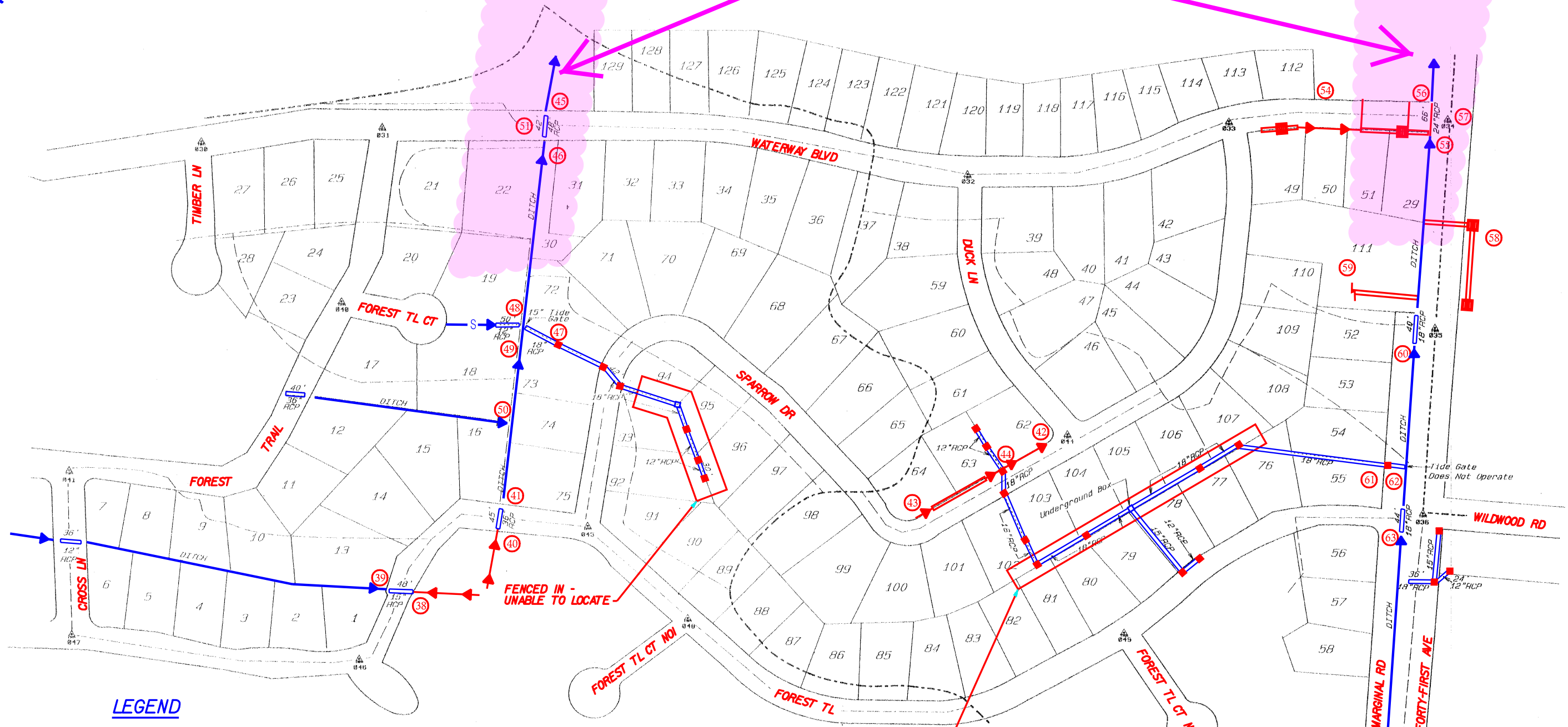
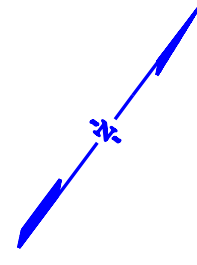
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 14	
SCALE 100' = 1"	

AREAS OF REDESIGN



LEGEND

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PRIVATE PROPERTY - COVERED BY DEBRIS -
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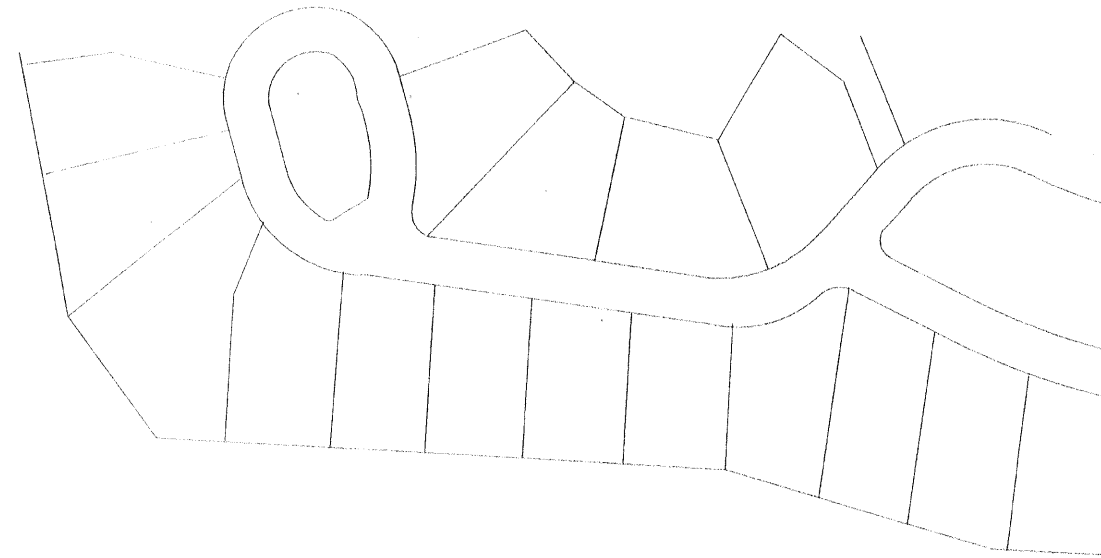
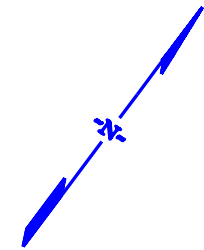


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT I.D.	ROUTE NO.	SHEET NO.
3	SC	CHARLESTON				16

LEGEND

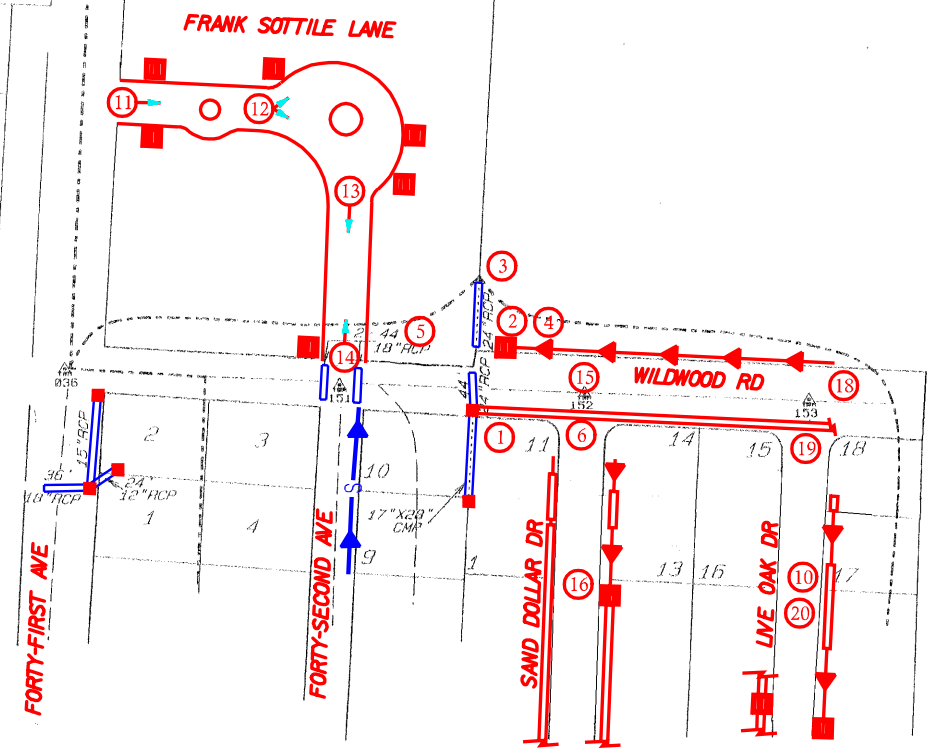
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AREA NOT COVERED BY SURVEY

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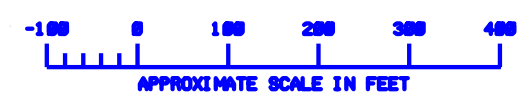
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 16	
SCALE 100' = 1"	

B. Engineer agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Engineer hereby warrants to City that all services on the Project shall be performed according to applicable professional engineering standards. Engineer agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Engineer pursuant to this Agreement.

2. Contract Price. For all services to be performed by Engineer on the Project, City agrees to pay to Engineer the sum of _____ (\$ _____ .00) Dollars, payable as set forth in Exhibit I.

3. Time of Performance. Engineer understands the time sensitivity of the Project and agrees to complete the services on the Project in timely manner in accordance with the Project schedule set forth in Exhibit I. Provided, however, that if performance by the Engineer is delayed for reasons or causes beyond the control of Engineer (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 Engineer 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 Engineer in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Engineer agrees to apply for, obtain and pay for all

governmental permits, fees and licenses necessary for the Engineer's performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance.

A. Engineer 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) arising out of or in connection with Engineer's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Engineer written notice thereof, and Engineer shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Engineer 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 Engineer in the amount of \$1,000,000.00 per claim and in the aggregate; and

4) Workers' Compensation: Engineer 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 Engineer. 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. Engineer 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. Engineer acknowledges that Engineer 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 Engineer 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

(Engineer):

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. Engineer 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)

_____ (Engineer)

By: _____

Title: _____

(as to Engineer)

EXHIBIT I

(Attach Engineer's Proposal, dated _____)