



**Request for Proposals**  
**RFP - 2023-03**  
**Engineering Design and Permitting for Marina Dredging**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals and probable costs for the engineering design and permitting for maintenance dredging at the Isle of Palms Marina. 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.

The City of Isle of Palms owns approximately five (5) acres of land at the terminus of Forty-first Avenue on the Isle of Palms. This site is known as the Isle of Palms Marina and is boarded by Morgan Creek and the Atlantic Intracoastal Waterway. The site is the location of the marina operations, a marina restaurant, and a marina store. Dock tenants and marine traffic in and out of the site include recreational watercraft, the City's Fire Rescue boat, various enforcement vessels of South Carolina Department of Natural Resources, Eco Tours, charter fishing vessels, dinner cruise vessels and migrating yachts. Other significant marine traffic within Morgan Creek includes the Dewees Island Ferry and numerous vessels moored at the Morgan Creek Harbor Association.

In 2011, the City completed a dredging project where 22,000 cubic yards of material were removed from the Isle of Palms Marina. Prior to this, the City in collaboration with the Morgan Creek Harbor Association and Dewees Island, participated in a dredging project that removed approximately 90,000 cubic yards of material from Morgan Creek, the Dewees Marina and the Isle of Palms Marina.

In 2022, the City contracted with an engineering firm to perform a bathymetric survey of the marina waters of the AIWW and Morgan Creek and conduct a limited sedimentation analysis to determine the level of accretion and erosion throughout the survey area and identify the need for maintenance dredging.

The City seeks to enter into a contract with an engineering firm to handle the design of a dredging project to remove an estimated 20,000 cubic yards of material for the Isle of Palms marina to the depths necessary.

In this Request for Proposal, the City will evaluate each firm's ability to handle the expected tasks that will be accomplished in this endeavor. Proposals must include a breakdown of cost for each task. These tasks include, but are not limited to, the following:

1. **Engagement and coordination** – Contact and coordinate meeting with neighboring stakeholders on Morgan Creek to discuss the permit process, project timeline and dredging needs and invite others to participate in the permit application process in an effort to streamline permitting and regulatory process and create cost efficiencies for participants.

2. **Dredge disposal evaluation** – Evaluate survey data from the bathymetric study and analysis to confirm estimated maximum dredging volumes, assess and identify disposal options and where the dredging material could be disposed of, and evaluate any regulatory requirements.
3. **Preliminary design and sediment testing** – conduct preliminary design of the project, including sediment testing to satisfy regulatory requirements.
4. **Permit application development and permit coordination** – prepare and submit permit application to OCRM and USACE for the dredging project, respond and address questions from state and federal regulatory agencies as part of the application process.
5. **Bid package development** – Once permits are secured, prepare bid documents for solicitation of competitive bids from qualified contractors as controlled by the City’s procurement procedures.
6. **Bidding, evaluation, and negotiation** – Administer the bidding process and act as the primary point of contact and liaison between the City and bidders. Contact regional contractors to gauge interest in the project, distribute bid package, coordinate and lead pre-bid meeting with prospective bidders, respond to questions during the bidding process, conduct a technical review of all bids received, make formal recommendation for award to the City and provide technical support to the City during the negotiation of contract.
7. **Construction administration** – Once contractor is selected, provide construction administration services to ensure that the work is being performed in compliance with contract documents and aid the City in the administration of the contract. Conduct pre-construction meeting with all stakeholders, review contractor’s submittals, applications for payments and facilitate project close out.

### **Evaluation Criteria & Selection Process**

Proposals submitted by the deadline and deemed complete will be evaluated by the City. Any business submitting a proposal may be required to provide additional detailed information as needed. The award of a contract will be at the discretion of City Council. The City reserves the right to disqualify any proposal it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the proposers as it deems appropriate. The City reserves the right to reject any and all proposals without qualifications. The City also reserves the right to add or deduct any specific requirements and associated costs from the selected proposal.

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

- Business’ relevant experience and qualifications
- Relevant experience and qualifications of key personnel
- Satisfactorily completed similar projects
- Cost

### **Timeline and Submission Procedures**

The City anticipates the following general timeline for this RFP. The anticipated schedule may change if it is in the City’s best interest to do so.

RFP Advertisement – Monday, May 1, 2023

Deadline for Questions – 5:00 p.m., Friday, May 12, 2023

Deadline for Proposals – 2:00 p.m., Friday, May 26, 2023  
Administration Evaluation of Proposals – Tuesday, May 30 – Friday, June 9, 2023  
City Council to consider recommendation of award of contract – June 27, 2023  
Contract Execution – July 3, 2023  
Notice to Proceed – Upon contract execution.

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 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, City staff will make a recommendation to City Council for award of a contract.

Proposals 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:** 5:00 p.m., Friday, May 12, 2023. Proposers should send questions regarding this Request for Proposals to Desiree Fragoso, City Administrator, in writing or email to [desireef@iop.net](mailto:desireef@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 bid.

**Deadline for Submissions:** The deadline for submission is 2:00 p.m., Friday, May 26, 2023. Proposals will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked “**RFB 2023-03, Engineering Design and Permitting for Marina Dredging**” 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 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,

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 bid, 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 RFB, 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 RFB have been met.

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

Firms considering submission under this RFP will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFP. The City of Isle of Palms reserves the right to accept or reject any and all proposals, 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 City to do so. Those proposals 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 City 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 sub-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 sub-contractors 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.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AGREEMENT FOR MARINA DREDGING  
DESIGN AND PERMITTING SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Isle of Palms, S.C. (“City”) and \_\_\_\_\_ (the “Consultant”).

WHEREAS, City desires to engage the professional services of the Consultant to perform engineering design and permitting services for maintenance dredging at the Isle of Palms Marina (the “Project”); and

WHEREAS, Consultant 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 Consultant agree as follows:

1. Scope of Services.

A. Consultant agrees to provide all labor, equipment, tools, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the Proposal submitted by Consultant to City dated \_\_\_\_\_, 2023 (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 Proposal and any provision contained in this Agreement, the terms of this Agreement shall control.

B. In providing services under this Agreement, the Consultant 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 Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Consultant pursuant to this Agreement.

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

3. Time of Performance. Consultant understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner in accordance with the Project schedule set forth in Exhibit I. Provided, however, that if performance by the Consultant is delayed for reasons or causes beyond the control of Consultant (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, pandemic, 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, Consultant 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 Consultant in writing prior to the commencement of the Change Order.

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

6. Indemnification and Insurance.

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

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

4) Workers' Compensation: Consultant 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 Consultant. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

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. City may terminate for any reason upon thirty (30) days' written notice. 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. Consultant acknowledges that it 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 Consultant 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, City Administrator  
City of Isle of Palms  
Address: PO Box 508, Isle of Palms, SC 29451

Consultant:

Name: \_\_\_\_\_  
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. Consultant 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.

WITNESSES:

The City of Isle of Palms, S.C.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(as to City)

\_\_\_\_\_ (Consultant)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(as to Consultant)

EXHIBIT I

(Attach Consultant's Proposal dated \_\_\_\_\_, 2023)