

**Beach Path Repair- 49th Avenue
City of Isle of Palms
Request for Bids (RFB) 2016-07**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for the repair of a beach path at the end of 49th Avenue adjacent to the beach as shown of the attached plan. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

Scope of Work

The successful Bidder shall provide all equipment, labor, materials, supervision, warranties and insurances necessary to perform the following work:

- Supply and move sand to match the elevations shown on the attached plans.
- Comply with all standards of the attached OCRM permit.
- Ensure that all sand that is used for the project is beach compatible as determined by OCRM. Samples of the sand should be approved by OCRM staff prior to placement.
- At the beginning of the project, the City will have elevation stakes placed at the intervals and elevations shown on the attached plans.
- At the end of the project, the City will survey the work and verify that the elevation of the new sand matches the planned elevations. This survey will be provided to OCRM, as required by their permit.
- The estimate of volume of sand on the attached plans is 825 cubic yards. All base bids should be for this volume of sand, but an additional cost per cubic yard and credit amount per cubic yard must be provided for any difference in volume of sand needed to achieve the elevations shown on the attached plan.
- Invoices, trip tickets, photographs or other proof showing the volume of sand installed must be provided to the City prior to the final payment for the project. The City must agree to the proposed method of documenting sand volume prior to beginning the project.

Bid Requirements

If the Bidder is a corporation, state the correct corporate name and State of incorporation. If the Bidder is a partnership, state names and addresses of partners. If the Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

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, technical expertise, and ability to execute the work. Bidders should supply references for previous clients for whom similar work has been executed.

Bids should be submitted to the following:

Linda Lovvorn Tucker, City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Questions regarding the project should be directed to Douglas Kerr via e-mail to dkerr@iop.net. The deadline to submit questions is 5:00 p.m. Eastern Standard Time, September 9, 2016. Questions received after this date and time will not be answered. An addendum with all questions submitted before the deadline and answers will be posted on the City's website at <http://www.iop.net/departments/rfpsandrfqs.aspx> prior to the deadline for submission. If an addendum is issued, bidders must acknowledge receipt of the addendum with their bid.

The deadline for submission of bids is 10:00 a.m. Eastern Standard Time, September 16, 2016. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2016-07 "Beach Path Repair – 49th Avenue." It will be the responsibility of the proposers to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid 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 of bids.

Bidders 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 to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents 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.

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

By signing its bid, Bidder 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 to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. 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.' 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 the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The City of Isle of Palms reserves the right to reject any and all bids and to waive irregularities.

Bid Form
City of Isle of Palms
Beach Path Repair- 49th Avenue RFB 2016-07
Bid Opening: Friday, September 16, 2016 at 10:00 a.m.

Name of Contractor: _____

The undersigned, having examined all the Bidding Documents shall execute the entire work in the Bidding Documents as described including the placement of 825 cubic yards, for a LUMP SUM amount of:

_____ Dollars (\$_____)

If additional sand is needed beyond the 825 cubic yards included in the base bid to match the elevations shown on the plans attached to the RFB, the cost per cubic yard of sand added shall be:

_____ Dollars (\$_____)

If less sand is needed than the 825 cubic yards included in the base bid to match the elevations shown on the plans attached to the RFB, the reduction per cubic yard of sand not added shall be:

_____ Dollars (\$_____)

If this proposal is approved and accepted by the Isle of Palms City Council, the above named Contractor understands that it will be expected to enter into the contract attached to the Request for Bids. Your attention is called to the insurance limit requirement as well as the requirement to name the City as an **Additional Insured**.

BY: _____ (Signature)
_____ (Print Name)
_____ (Title)
_____ (Date)

STATE OF SOUTH CAROLINA
COUNTY OF _____

Subscribed and sworn to before me _____, a Notary Public
in and for the jurisdiction aforesaid, on this _____ day of _____, _____.
My Commission Expires: _____

STATE OF SOUTH CAROLINA) AGREEMENT FOR REPAIR OF
) BEACH PATH – 49TH AVENUE
COUNTY OF CHARLESTON)

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2016, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under City’s solicitation for bids for the repair of a beach within the 49th Avenue right-of-way at the end of the road adjacent to the Atlantic Ocean; and

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

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, tools, materials, supplies, and incidentals necessary to repair the beach path at the end of 49th Avenue (the “Project”) as outlined in the Scope of Work in the “Beach Path Repair- 49th Avenue Request for Bids (RFB) 2016-07,” (including the drawings entitled “IOP- 49th Ave Beach Access Restoration” revised May 26, 2016) (the “Bid Documents”), a copy of which is attached hereto as Exhibit I and made a part of this Agreement by reference thereto. In the event of any conflict between the provisions of this Agreement and the Bid Documents, the terms of this Agreement shall control.

B. Contractor 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 work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a

good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

C. Contractor agrees to comply with all provisions of the OCRM Permit OCRM-16-065-J dated August 10, 2016, including all Special Conditions, with the exception of providing an as-built topographical survey, which the City will provide, attached hereto as Exhibit II and incorporated herein by reference.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of _____ (\$_____) Dollars. Fifty (50%) Percent of such amount shall be payable prior to commencement of work on the Project and the remaining balance of Fifty (50%) Percent shall be payable upon completion of the Project.

3. CHANGE ORDERS. The City expects that the amount of sand needed to complete the project may be less or more than the amount specified in the attached plans and 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 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. Any additional cost or credit to adjust the volume of sand from the base bid amount for 825 cubic yards will be the amount prescribed in the original bid provided to the City.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within forty-five (45) days of receiving the notice to proceed by City. 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.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work 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. Contractor also 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.

6. 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.

7. INDEMNIFICATION. 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) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges and agrees that the Contractor has inspected the service areas and has reviewed the OCRM permit requirements, 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. 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.

10. 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: Linda Lovvorn Tucker, City Administrator
Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor]_____:

Representative: _____
Address: _____

11. BREACH.

A. 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.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and 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.

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. 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.

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. 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. 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.

16. 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.

17. 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.

[The remainder of this page has been intentionally left blank. The signature pages follow.]

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.

WITNESS:

[Contractor]

(#1 as to Contractor)

By: _____

(#2 as to Contractor)

Title: _____

The City of Isle of Palms, S.C.

(#1 as to City)

By: _____

(#2 as to City)

Title: _____

EXHIBIT I

[Attach “Beach Path Repair- 49th Avenue Request for Bids 2016-07,” including drawing titled “IOP- 49th Ave Beach Access Restoration” dated January 20, 2016 and revised May 26, 2016]

EXHIBIT II

[Attach OCRM Permit OCRM-16-065-J, including the Application and “Special Condition(s)”]



Catherine E. Heigel, Director

Promoting and protecting the health of the public and the environment

August 10, 2016

Douglas Kerr
City of Isle of Palms
P.O. Drawer 508
Isle of Palms, SC 29451

**SEE SPECIAL
CONDITION(S)**

Re: **OCRM-16-065-J**
City of Isle of Palms: 49th Avenue Beach Path

Dear Mr. Kerr:

The SCDHEC Office of Ocean and Coastal Resource Management has reviewed your application to repair the existing beach access path at the end of 49th Avenue, Isle of Palms, Charleston County, South Carolina and has issued a permit for this work. You should carefully read the description of the authorized project and special conditions that have been placed on the permit, as these conditions may modify the permitted activity. In addition, there are a series of general conditions that should be reviewed. The original and one photocopy of the permit, as issued, are enclosed. After carefully reading the permit, if you wish to accept the permit as issued, sign and date in the signature block entitled "PERMITTEE" on the original version of the permit and return it to this Department. **Keep the photocopy for your records.**

PLEASE READ CAREFULLY: You are required to sign and return the original version of your permit to this Department. If this permit is not signed and returned within thirty (30) days of issuance, *OR* appealed within 15 days as described on the enclosed "Guide to Board Review", the Department reserves the right to cancel this permit. Please carefully review the enclosed "Guide to Board Review" for information and deadlines for appealing this permit.

We have also enclosed a "request for a construction placard" card. You must send in this card before the time you wish to start construction. At that time a construction placard will be sent to you to post at the construction site.

PLEASE NOTE: You are not authorized to commence work under the permit until we have received the original version of the entire permit signed and accepted by you, and a construction placard has been issued and posted at the construction site. The receipt of this permit does not relieve you of the responsibility of acquiring any other federal or local permits that may be required. Please return the signed permit to the following address:

DHEC-OCRM
1362 McMillan Ave, Suite 400
Charleston, SC 29405

Sincerely,



Matthew J. Slagel
Wetland Section Project Manager

**SEE SPECIAL
CONDITION(S)**

Enclosure

cc: Blair Williams, DHEC-OCRM Wetland Section Manager

South Carolina Board of Health and Environmental Control

Guide to Board Review

Pursuant to S.C. Code Ann. § 44-1-60

The decision of the South Carolina Department of Health and Environmental Control (Department) becomes the final agency decision fifteen (15) calendar days after notice of the decision has been mailed to the applicant, permittee, licensee and affected persons who have requested in writing to be notified, unless a written request for final review accompanied by a filing fee in the amount of \$100 is filed with Department by the applicant, permittee, licensee or affected person.

Applicants, permittees, licensees, and affected parties are encouraged to engage in mediation or settlement discussions during the final review process.

If the Board declines in writing to schedule a final review conference, the Department's decision becomes the final agency decision and an applicant, permittee, licensee, or affected person may request a contested case hearing before the Administrative Law Court within thirty (30) calendar days after notice is mailed that the Board declined to hold a final review conference. In matters pertaining to decisions under the South Carolina Mining Act, appeals should be made to the South Carolina Mining Council.

I. Filing of Request for Final Review

1. A written Request for Final Review (RFR) and the required filing fee of one hundred dollars (\$100) must be received by Clerk of the Board within fifteen (15) calendar days after notice of the staff decision has been mailed to the applicant, permittee, licensee, or affected persons. If the 15th day occurs on a weekend or State holiday, the RFR must be received by the Clerk on the next working day. RFRs will not be accepted after 5:00 p.m.
2. RFRs shall be in writing and should include, at a minimum, the following information:
 - The grounds for amending, modifying, or rescinding the staff decision;
 - a statement of any significant issues or factors the Board should consider in deciding how to handle the matter;
 - the relief requested;
 - a copy of the decision for which review is requested; and
 - mailing address, email address, if applicable, and phone number(s) at which the requestor can be contacted.
3. RFRs should be filed in person or by mail at the following address:
South Carolina Board of Health and Environmental Control
Attention: Clerk of the Board
2600 Bull Street
Columbia, South Carolina 29201
Alternatively, RFR's may be filed with the Clerk by facsimile (803-898-3393) or by electronic mail (boardclerk@dhec.sc.gov).
4. The filing fee may be paid by cash, check or credit card and must be received by the 15th day.
5. If there is any perceived discrepancy in compliance with this RFR filing procedure, the Clerk should consult with the Chairman or, if the Chairman is unavailable, the Vice-Chairman. The Chairman or the Vice-Chairman will determine whether the RFR is timely and properly filed and direct the Clerk to (1) process the RFR for consideration by the Board or (2) return the RFR and filing fee to the requestor with a cover letter explaining why the RFR was not timely or properly filed. Processing an RFR for consideration by the Board shall not be interpreted as a waiver of any claim or defense by the agency in subsequent proceedings concerning the RFR.
6. If the RFR will be processed for Board consideration, the Clerk will send an Acknowledgement of RFR to the Requestor and the applicant, permittee, or licensee, if other than the Requestor. All personal and financial identifying information will be redacted from the RFR and accompanying documentation before the RFR is released to the Board, Department staff or the public.
7. If an RFR pertains to an emergency order, the Clerk will, upon receipt, immediately provide a copy of the RFR to all Board members. The Chairman, or in his or her absence, the Vice-Chairman shall based on the circumstances, decide whether to refer the RFR to the RFR Committee for expedited review or to decline in writing to schedule a Final Review Conference. If the Chairman or Vice-Chairman determines review by the RFR Committee is appropriate, the Clerk will forward a copy of the RFR to Department staff and Office of General Counsel. A Department response and RFR Committee review will be provided on an expedited schedule defined by the Chairman or Vice-Chairman.
8. The Clerk will email the RFR to staff and Office of General Counsel and request a Department Response within eight (8) working days. Upon receipt of the Department Response, the Clerk will forward the RFR and Department Response to all Board members for review, and all Board members will confirm receipt of the RFR to the Clerk by email. If a Board member does not confirm receipt of the RFR within a twenty-four (24) hour period, the Clerk will contact the Board member and confirm receipt. If a Board member believes the RFR should be considered by the RFR Committee, he or she will

respond to the Clerk's email within forty-eight (48) hours and will request further review. If no Board member requests further review of the RFR within the forty-eight (48) hour period, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Final Review Conference. Contested case guidance will be included within the letter.

NOTE: If the time periods described above end on a weekend or State holiday, the time is automatically extended to 5:00 p.m. on the next business day.

9. If the RFR is to be considered by the RFR Committee, the Clerk will notify the Presiding Member of the RFR Committee and the Chairman that further review is requested by the Board. RFR Committee meetings are open to the public and will be public noticed at least 24 hours in advance.
10. Following RFR Committee or Board consideration of the RFR, if it is determined no Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, stating the Board will not hold a Conference. Contested case guidance will be included within the letter.

II. Final Review Conference Scheduling

1. If a Conference will be held, the Clerk will send a letter by certified mail to the Requestor, with copy by regular mail to the applicant, permittee, or licensee, if not the Requestor, informing the Requestor of the determination.
2. The Clerk will request Department staff provide the Administrative Record.
3. The Clerk will send Notice of Final Review Conference to the parties at least ten (10) days before the Conference. The Conference will be publically noticed and should:
 - include the place, date and time of the Conference;
 - state the presentation times allowed in the Conference;
 - state evidence may be presented at the Conference;
 - if the conference will be held by committee, include a copy of the Chairman's order appointing the committee; and
 - inform the Requestor of his or her right to request a transcript of the proceedings of the Conference prepared at Requestor's expense.
4. If a party requests a transcript of the proceedings of the Conference and agrees to pay all related costs in writing, including costs for the transcript, the Clerk will schedule a court reporter for the Conference.

III. Final Review Conference and Decision

1. The order of presentation in the Conference will, subject to the presiding officer's discretion, be as follows:
 - Department staff will provide an overview of the staff decision and the applicable law to include [10 minutes]:
 - Type of decision (permit, enforcement, etc.) and description of the program.
 - Parties
 - Description of facility/site
 - Applicable statutes and regulations
 - Decision and materials relied upon in the administrative record to support the staff decision.
 - Requestor(s) will state the reasons for protesting the staff decision and may provide evidence to support amending, modifying, or rescinding the staff decision. [15 minutes] *NOTE: The burden of proof is on the Requestor(s)*
 - Rebuttal by Department staff [15 minutes]
 - Rebuttal by Requestor(s) [10 minutes]

Note: Times noted in brackets are for information only and are superseded by times stated in the Notice of Final Review Conference or by the presiding officer.
2. Parties may present evidence during the conference; however, the rules of evidence do not apply.
3. At any time during the conference, the officers conducting the Conference may request additional information and may question the Requestor, the staff, and anyone else providing information at the Conference.
4. The presiding officer, in his or her sole discretion, may allow additional time for presentations and may impose time limits on the Conference.
5. All Conferences are open to the public.
6. The officers may deliberate in closed session.
7. The officers may announce the decision at the conclusion of the Conference or it may be reserved for consideration.
8. The Clerk will mail the written final agency decision (FAD) to parties within 30 days after the Conference. The written decision must explain the basis for the decision and inform the parties of their right to request a contested case hearing before the Administrative Law Court or in matters pertaining to decisions under the South Carolina Mining Act, to request a hearing before the South Carolina Mining Council.. The FAD will be sent by certified mail, return receipt requested.
9. Communications may also be sent by electronic mail, in addition to the forms stated herein, when electronic mail addresses are provided to the Clerk.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT**

CRITICAL AREA PERMIT & COASTAL ZONE CONSISTENCY CERTIFICATION

Permittee(s): City of Isle of Palms

Permit Number(s): OCRM-16-065-J

Date of Issuance: August 10, 2016

Expiration Date: August 10, 2021

Location: Adjacent to the Atlantic Ocean at the beach access path at the end of 49th Avenue, between #1 and #2 49th Avenue, Isle of Palms, Charleston County, South Carolina.

**SEE SPECIAL
CONDITION(S)**

This permit is issued under the provisions of S. C. Code Ann. Section 48-39-10, *et seq.*, and 23A S.C. Code Ann. Regs. 30-1 through 30-18 (Supp. 2005). **Please carefully read the project description and special conditions that appear on this permit/certification as they will affect the work that is allowed and may modify the work from that shown on the submitted plans. All special conditions attached to the permit will take precedence over submitted plans.** The general conditions are also a part of this permit/certification and should be read in their entirety. The S. C. Contractor's Licensing Act of 1999, enacted as S.C. Code Ann. Section 40-11-5 through 430, requires that all construction with a total cost of \$5,000 or more be performed by a licensed contractor with a valid contractor's license for marine class construction, except for construction performed by a private landowner for strictly private purposes. Your signature on and acceptance of this permit denotes your understanding of the stated law regarding use of licensed contractors. **All listed special and general conditions will remain in effect for the life of the permit. This applies to permittee, future property owners, or permit assignees.**

DESCRIPTION OF THE PROJECT, AS AUTHORIZED

The plans submitted by you, attached hereto, show the work consists of making repairs to an existing beach access path. Specifically, approximately 900 cubic yards of beach compatible sand from an upland source will be trucked to the site and used to fill in the area of the path that has been flooded. The area to be filled is approximately 300' long and varies in width from 15' to 25'. A sand dune at the seaward end of the access path will be constructed to an elevation of 10' above sea level. The work as described is for an activity taking place seaward of the DHEC-OCRM Baseline. The purpose of the project is to repair the beach access path at 49th Avenue.

SEE SPECIAL CONDITION(S)

SPECIAL CONDITIONS

1. The beach access path restoration must be constructed according to the drawings labeled "Attachment A." Cross-section 3 must contain sufficient added sand to construct a dune to an elevation of 10 feet above sea level.
2. The sand used for fill must be similar in color and grain size to naturally occurring beach sand in this area. The sand material should be free from roots, rocks, and other debris, and generally not contain, on average, greater than 10% fines. The source of sand should be specified and analyzed for compatibility. A sample of sand to be used on this project must be submitted to and approved by the Department before a construction placard can be issued.
3. No sand from the beach may be used as fill.
4. Construction activities must not alter the sand dunes on either side of the beach path.
5. No materials or equipment are allowed to be stored in the beach/dune critical area adjacent to the project site.
6. Any disturbed beach/dune critical area adjacent to the construction site must be restored to original contours and conditions upon project completion.
7. Once the project is initiated, it must be carried to completion in an expeditious manner in order to minimize the period of disturbance to the environment.
8. An as-built survey of the filled beach access path must be submitted to the Department within 90 days of the expiration date of the final construction placard. The survey must be performed by a registered land surveyor and must show the elevations of the filled beach access path at cross-section 1, cross-section 2, and cross-section 3. The survey must list the starting and ending coordinates where the fill material was added in the SC State Plane Coordinate System, which can be obtained by survey-grade Global Positioning System equipment.
9. In the event that any historic or cultural resources and/or archaeological materials are found during the course of work, the applicant must notify the State Historic Preservation Office and the South Carolina Institute of Archaeology and Anthropology. Historic or cultural resources consist of those sites listed in the National Register of Historic Places and those sites that are eligible for the National Register. Archaeological materials consist of any

items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.

PERMITTEE'S ATTENTION IS DIRECTED TO GENERAL CONDITIONS NUMBERS FOUR (4) AND FIVE (5). BY ACCEPTANCE OF THIS PERMIT, PERMITTEE IS PLACED ON NOTICE THAT THE STATE OF SOUTH CAROLINA, BY ISSUING THIS PERMIT, DOES NOT WAIVE ITS RIGHTS TO REQUIRE PAYMENT OF A REASONABLE FEE FOR USE OF STATE LANDS AT A FUTURE DATE IF SO DIRECTED BY STATUTE.

THE PERMITTEE, BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND TO PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND MADE A PART HEREOF. ANY DEVIATION FROM THESE CONDITIONS, TERMS, PLANS AND SPECIFICATIONS SHALL BE GROUNDS FOR REVOCATION, SUSPENSION OR MODIFICATION OF THIS PERMIT AND THE INSTITUTION OF SUCH LEGAL PROCEEDINGS AS THE DEPARTMENT MAY CONSIDER APPROPRIATE.

Permit Number: OCRM-16-065-J

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE(S)) (DATE)
City of Isle of Palms

This permit becomes effective when the State official, designated to act for the Office of Ocean and Coastal Resource Management, has signed below.

Matthew J. Slagel 8/10/2016
(WETLAND SECTION PROJECT MANAGER) (DATE)

Matthew J. Slagel
Or Other Authorized State Official

**SEE SPECIAL
CONDITION(S)**

GENERAL CONDITIONS:

This construction and use permit is expressly contingent upon the following conditions which are binding on the permittee:

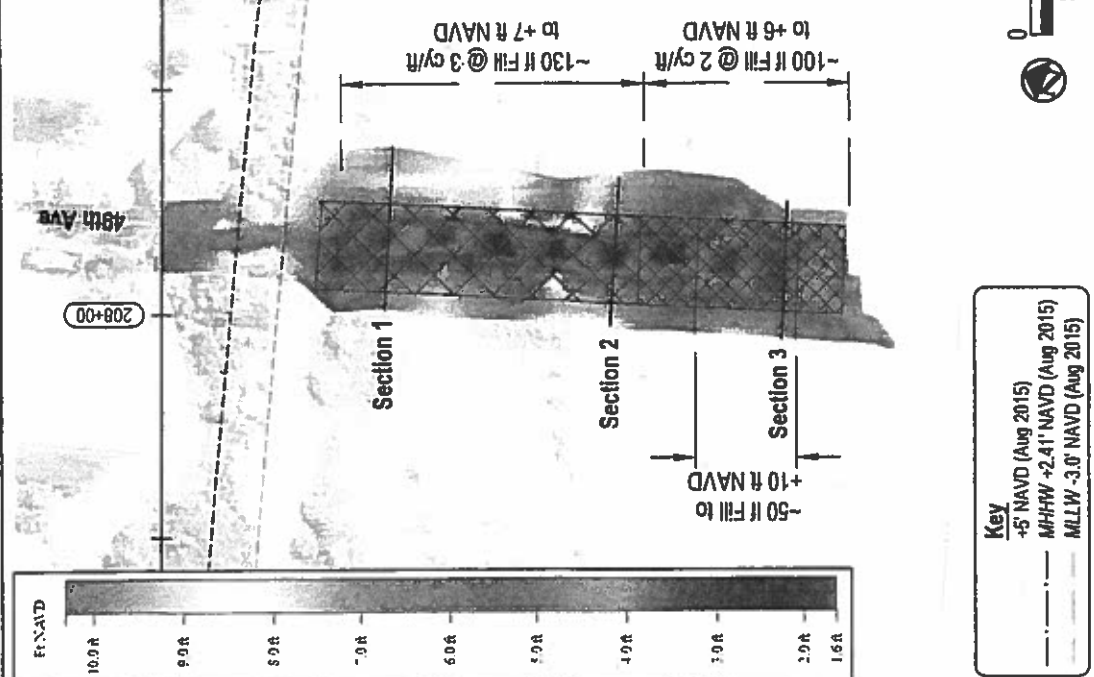
1. The permittee, in accepting this permit, covenants and agrees to comply with and abide by the provisions and conditions herein and assumes all responsibility and liability and agrees to save OCRM and the State of South Carolina, its employees or representatives, harmless from all claims of damage arising out of operations conducted pursuant to this permit.
2. If the activity authorized herein is not constructed or completed within five years of the date of issuance, this permit shall automatically expire. A request, in writing, for an extension of time shall be made not less than thirty days prior to the expiration date.
3. All authorized work shall be conducted in a manner that minimizes any adverse impact on fish, wildlife and water quality.
4. This permit does not relieve the permittee from the requirements of obtaining a permit from the U. S. Army Corps of Engineers or any other applicable federal agency, nor from the necessity of complying with all applicable local laws, ordinances, and zoning regulations. This permit is granted subject to the rights of the State of South Carolina in the navigable waters and shall be subject, further, to all rights held by the State of South Carolina under the public trust doctrine as well as any other right the State may have in the waters and submerged lands of the coast.
5. This permit does not convey, expressly or impliedly, any property rights in real estate or material nor any exclusive privileges; nor does it authorize the permittee to alienate, diminish, infringe upon or otherwise restrict the property rights of any other person or the public; nor shall this permit be interpreted as appropriating public properties for private use.
6. The permittee shall permit OCRM or its authorized agents or representatives to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed is in accordance with the terms and conditions of this permit.
7. Any abandonment of the permitted activity will require restoration of the area to a satisfactory condition as determined by OCRM.
8. This permit may not be transferred to a third party without prior written notice to OCRM, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit and thereby agreeing to comply.
9. If the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and special signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
10. The permit construction placard or a copy of the placard shall be posted in a conspicuous place at the project site during the entire period of work.
11. The structure or work authorized herein shall be in accordance with the permit, as issued, and shall be maintained in good condition. Failure to build in accordance with the permit, as issued, or failure to maintain the structure in good condition, shall result in the revocation of this permit.
12. The authorization for activities or structures herein constitutes a revocable license. OCRM may require the permittee to modify activities or remove structures authorized herein if it is determined by OCRM that such activity or structures violates the public's health, safety, or

welfare, or if any activity is inconsistent with the public trust doctrine. Modification or removal under this condition shall be ordered only after reasonable notice stating the reasons therefore and provision to the permittee of the opportunity to respond in writing. When the Permittee is notified that OCRM intends to revoke the permit, Permittee agrees to immediately stop work pending resolution of the revocation.

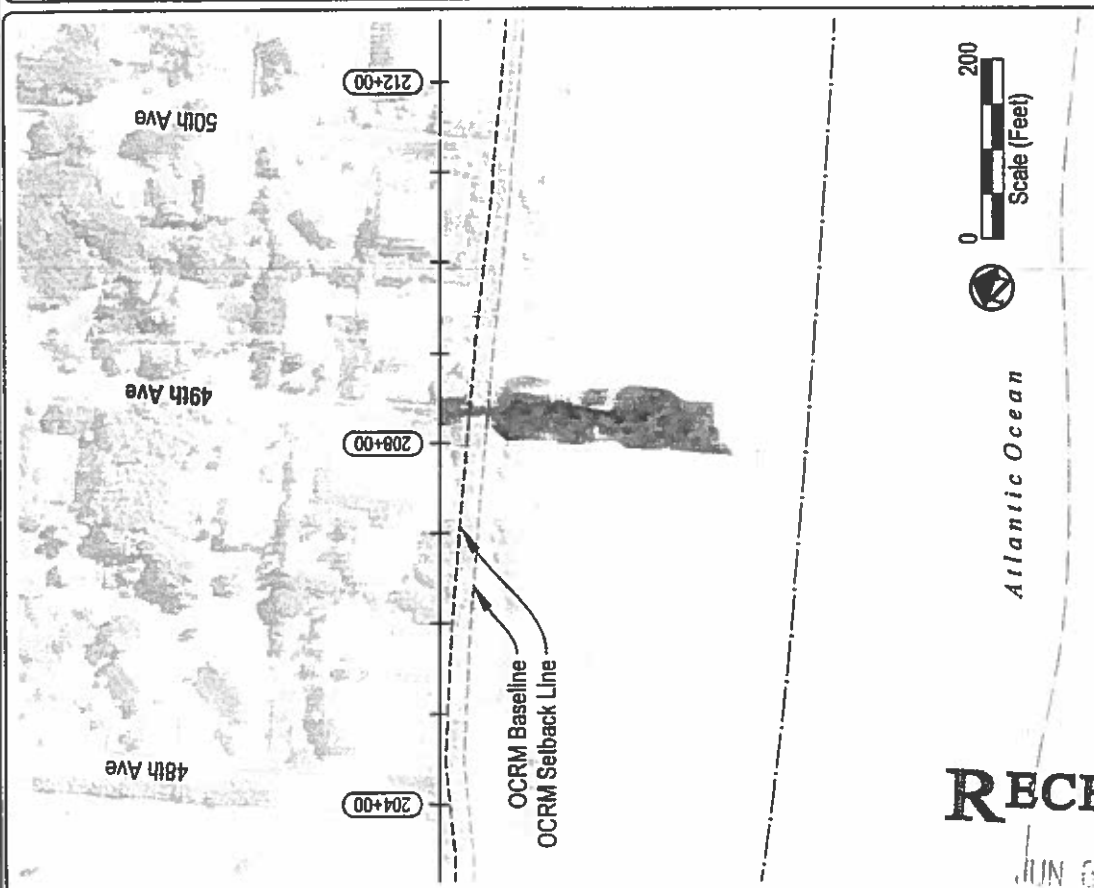
13. OCRM shall have the right to revoke, suspend, or modify this permit in the event it is determined the permitted structure (1) significantly impacts the public health, safety and welfare, and/or is violation of Section 48-39-150, (2) adversely impacts public rights, (3) that the information and data which the permittee or any other agencies have provided in connection with the permit application is either false, incomplete or inaccurate, or (4) that the activity is in violation of the terms and/or conditions, including any special conditions of the permit. That the permittee, upon receipt of OCRM's written intent to revoke, suspend, or modify the permit has the right to a hearing. Prior to revocation, suspension, or modification of this permit, OCRM shall provide written notification of intent to revoke to the permittee, and permittee can respond with a written explanation to OCRM. (South Carolina Code Section 1-23-370 shall govern the procedure for revocation, suspension or modification herein described).
14. Any modification, suspension or revocation of this permit shall not be the basis of any claim for damages against OCRM or the State of South Carolina or any employee, agent, or representative of OCRM or the State of South Carolina.
15. All activities authorized herein shall, if they involve a discharge or deposit into navigable waters or ocean waters, be at all times consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, and pretreatment standards established pursuant to applicable federal, state and local laws.
16. Extreme care shall be exercised to prevent any adverse or undesirable effects from this work on the property of others. This permit authorizes no invasion of adjacent private property, and OCRM assumes no responsibility or liability from any claims of damage arising out of any operations conducted by the permittee pursuant to this permit.

ATTACHMENT A

SEE SPECIAL CONDITION



Key
 - - - +5' NAVD (Aug 2015)
 - - - MHHW +2.41' NAVD (Aug 2015)
 - - - MLLW -3.0' NAVD (Aug 2015)



SHEET: 01	
SCALE: AS SHOWN	DATE: 20 Jan 2016
REVISID: 28 May 2016	PROJECT #: 2453

DRAWING TITLE: IOP - 49th Ave Beach Access Restoration
FILL AREA PLAN

Datum:
 Horizontal: SPCS NAD '83 (Feet) SC Zone 3900
 Vertical: NAVD '88 (Feet) Photo: 5 Oct 2014
 Beach access existing condition elevations based on data collected by CSE, 19 Jan 2016

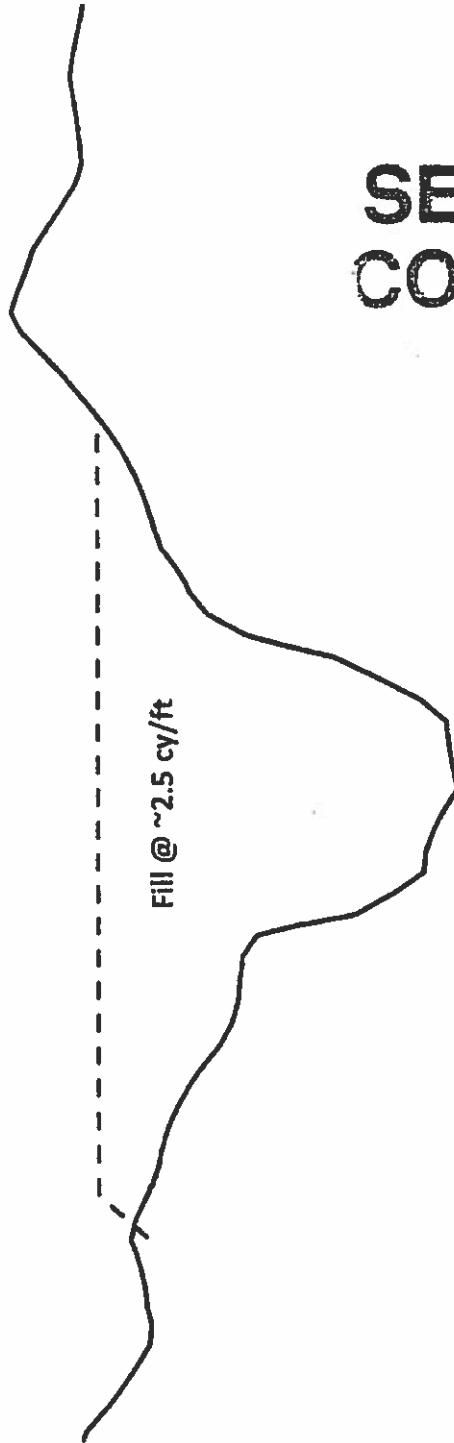
APPLICANT:
 CITY OF ISLE OF PALMS
 POST OFFICE BOX 508
 ISLE OF PALMS, SC 29451

RECEIVED
 JUN 3 2016

DHEC - OCRM
 CHARLESTON OFFICE

**SEE SPECIAL
CONDITION(S)**

Section 1



Fill @ ~2.5 cy/ft

RECEIVED

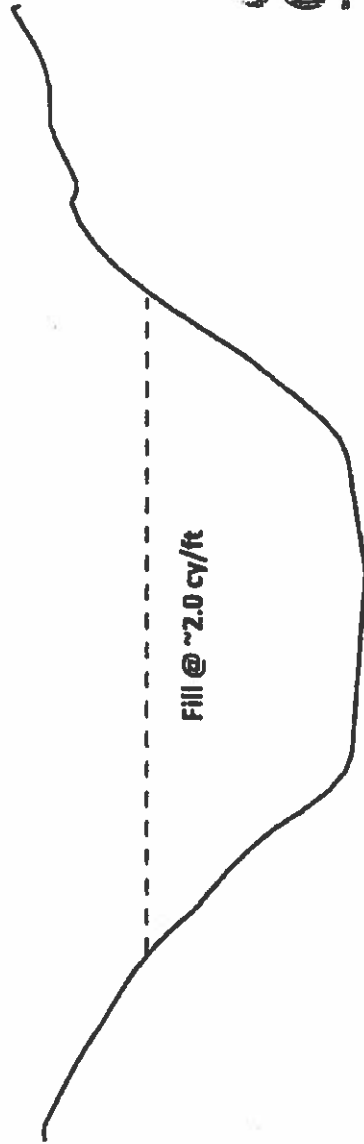
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DHEC - OCRM
CHARLESTON OFFICE

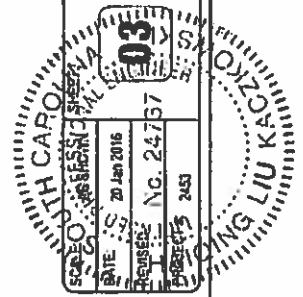
East

West

SEE SPECIAL CONDITION(S)



Fill @ ~2.0 cy/ft



DRAWING TITLE: IOP - 49th Ave Beach Access Restoration
FILL SECTION 2

Datum: SPCS NAD '83 (Feet) SC Zone 3600
Horizontal: SPCS NAD '83 (Feet) SC Zone 3600
Vertical: NAVD '88 (Feet) Photo: 5 Oct 2014
 Beach access existing condition elevations based on data collected by CSE, 19 Jan 2016

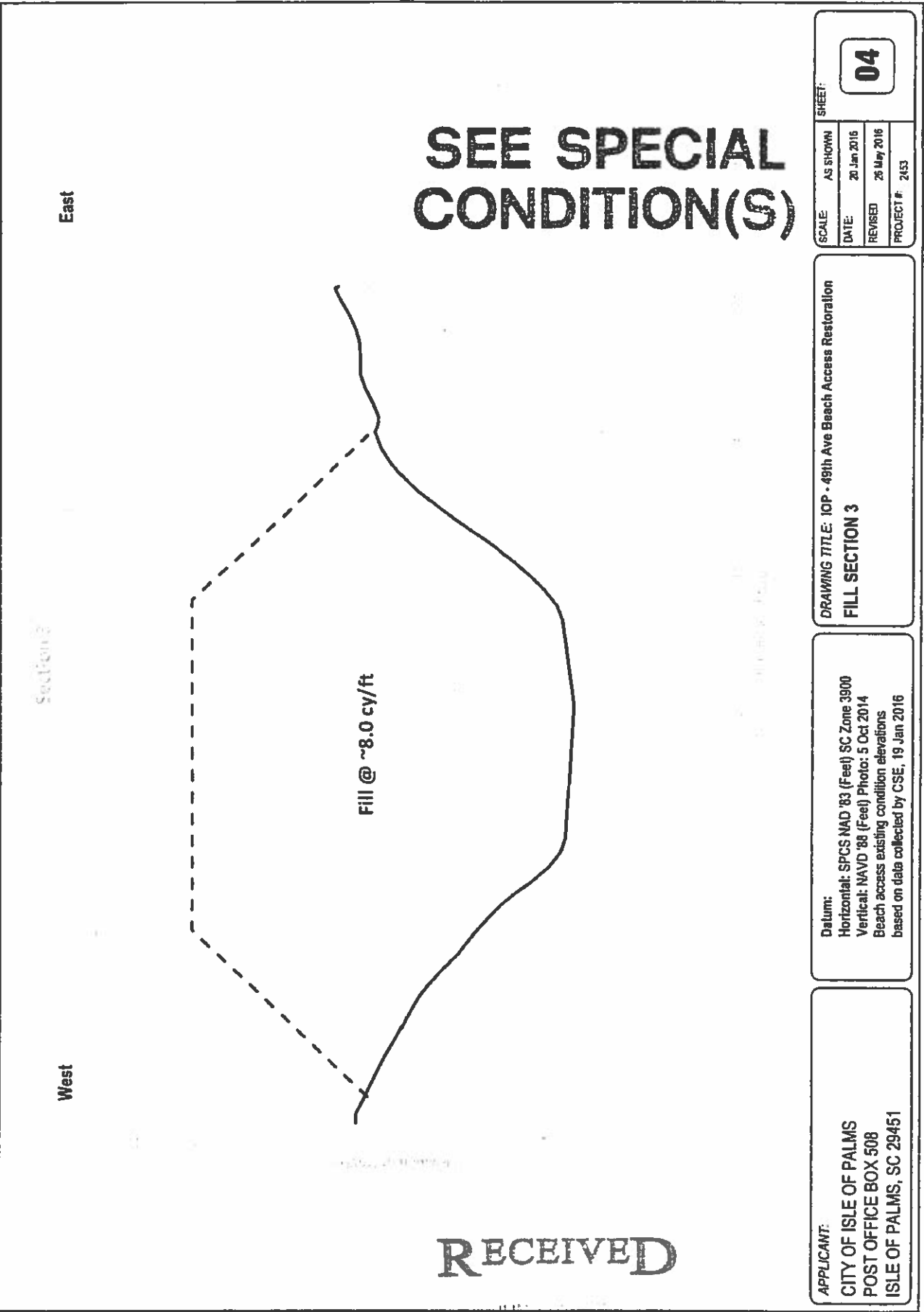
APPLICANT:
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 POST OFFICE BOX 508
 ISLE OF PALMS, SC 29451

RECEIVED

JUN 03 2016

DHEC - OCRM
CHARLESTON OFFICE

page 8 of 9



**SEE SPECIAL
CONDITION(S)**

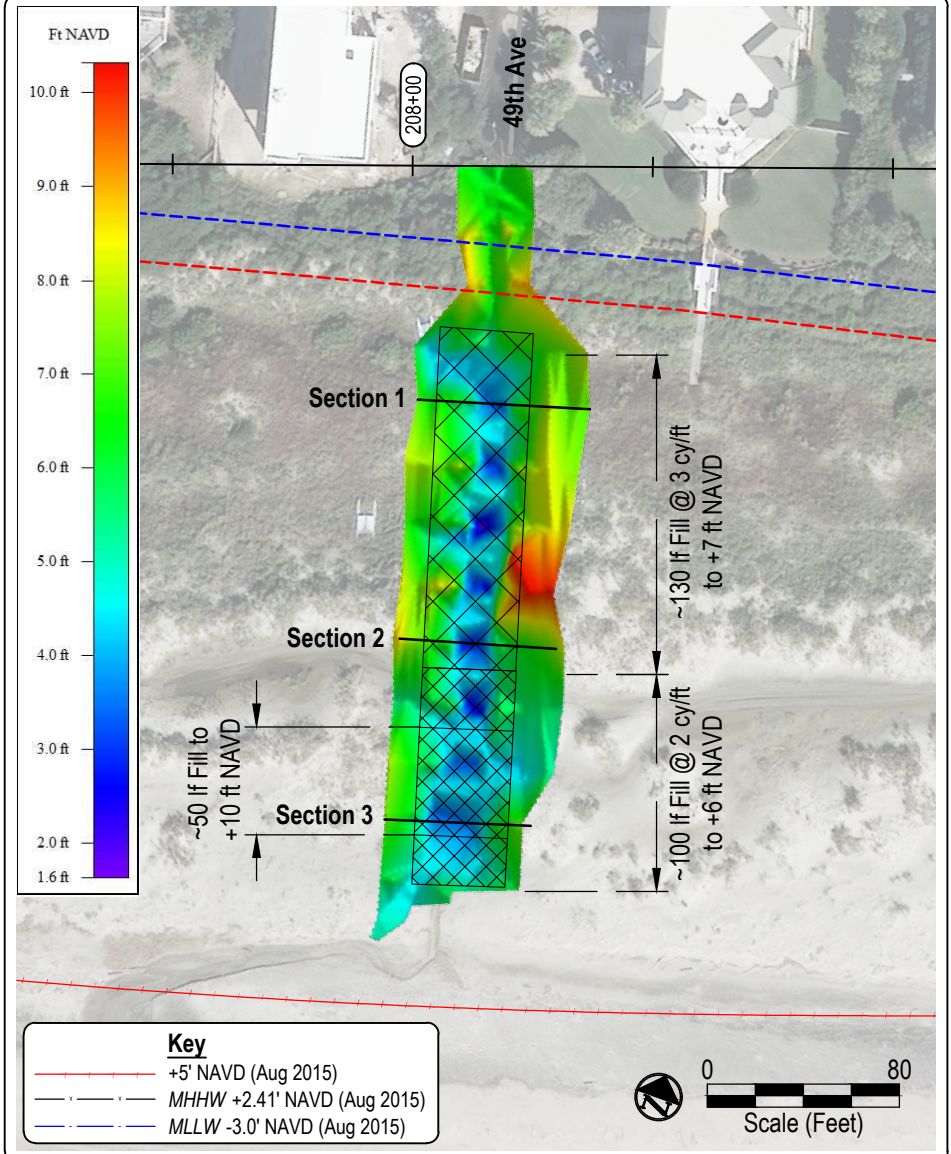
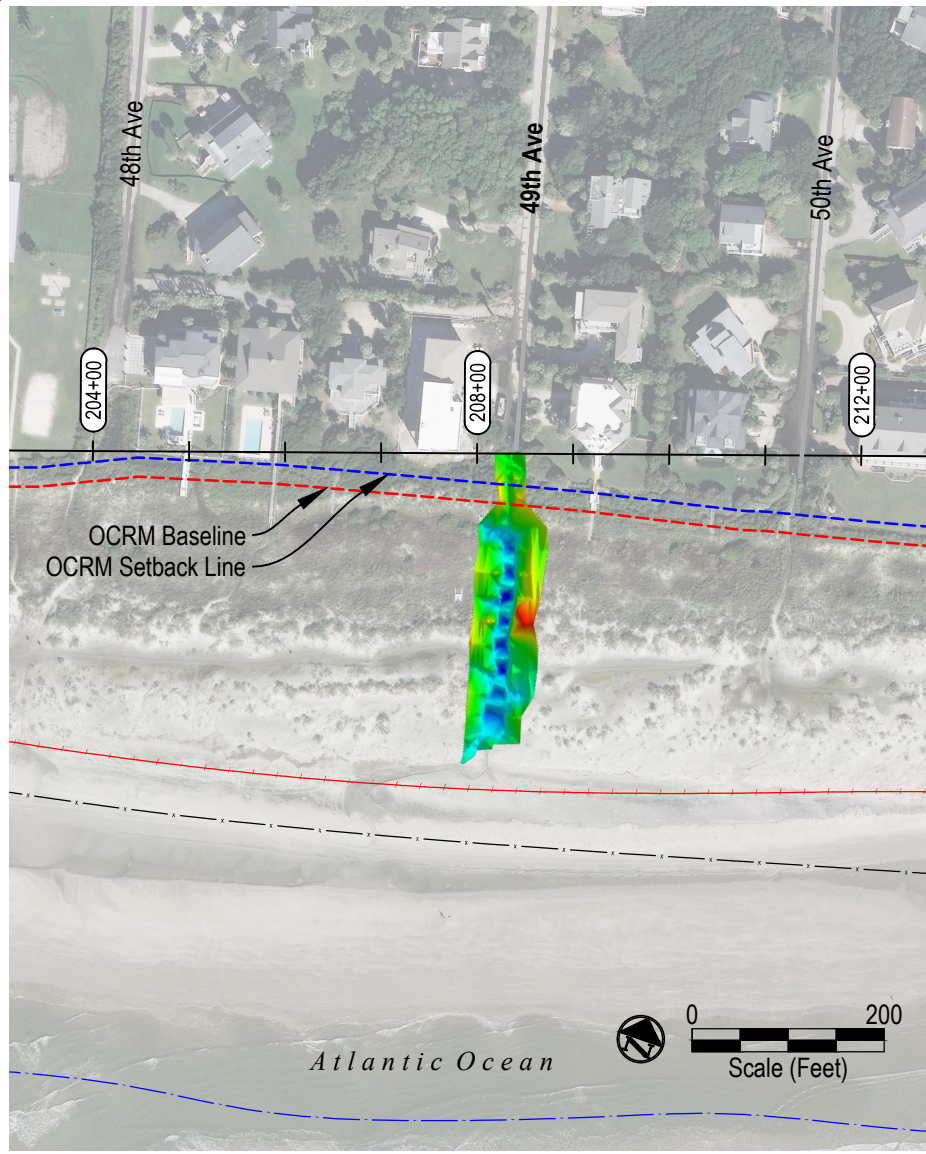
SCALE:	AS SHOWN	SHEET:	04
DATE:	20 Jan 2016	REVISION:	26 May 2016
PROJECT #:	2453		

DRAWING TITLE: IDP - 48th Ave Beach Access Restoration
FILL SECTION 3

Datum:
Horizontal: SPFS NAD '83 (Feet) SC Zone 3900
Vertical: NAVD '88 (Feet) Photo: 5 Oct 2014
Beach access existing condition elevations based on data collected by CSE, 19 Jan 2016

APPLICANT:
CITY OF ISLE OF PALMS
POST OFFICE BOX 508
ISLE OF PALMS, SC 29451

RECEIVED



APPLICANT:
 CITY OF ISLE OF PALMS
 POST OFFICE BOX 508
 ISLE OF PALMS, SC 29451

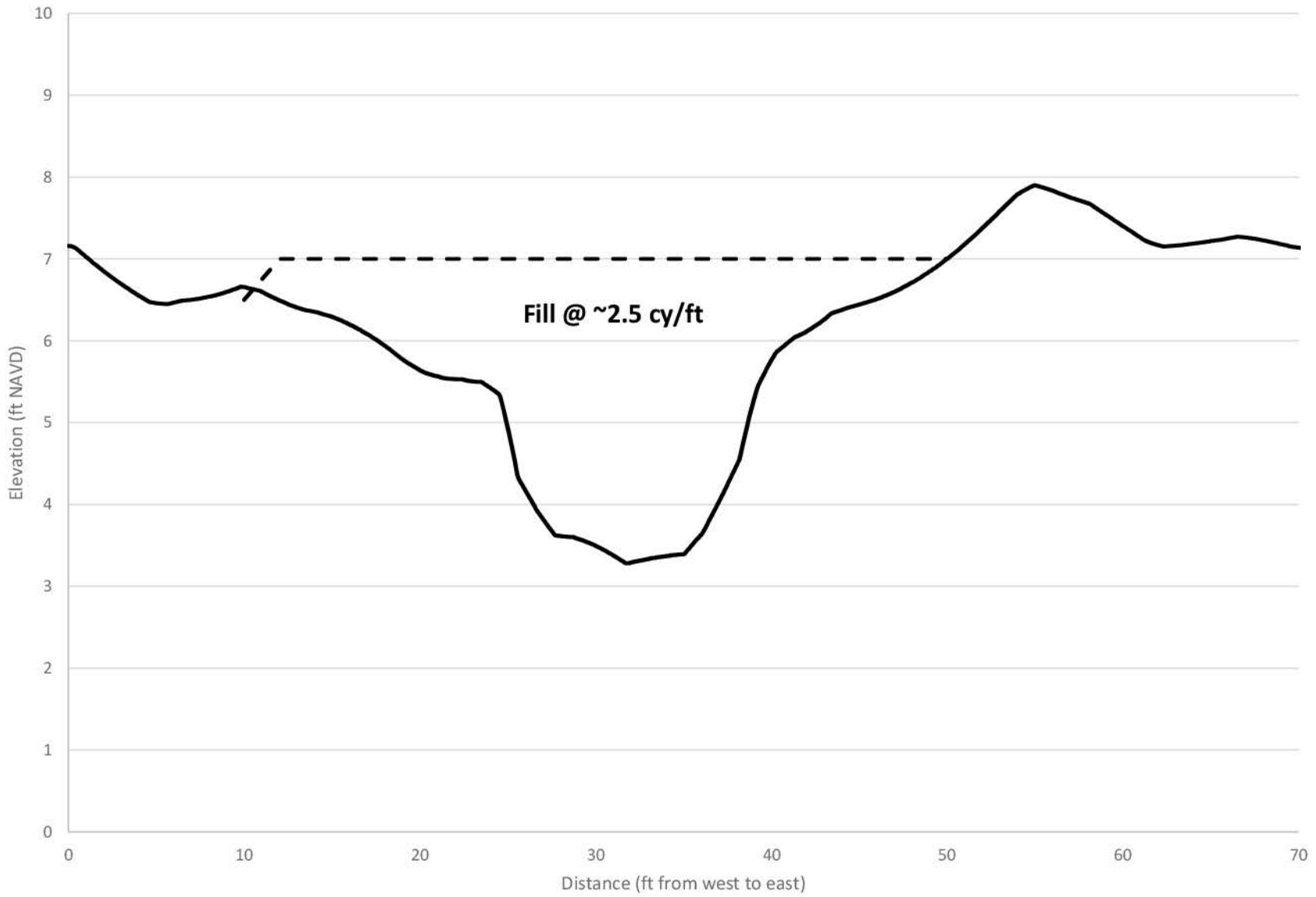
Datum:
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Vertical: NAVD '88 (Feet) **Photo:** 5 Oct 2014
 Beach access existing condition elevations based on data collected by CSE, 19 Jan 2016

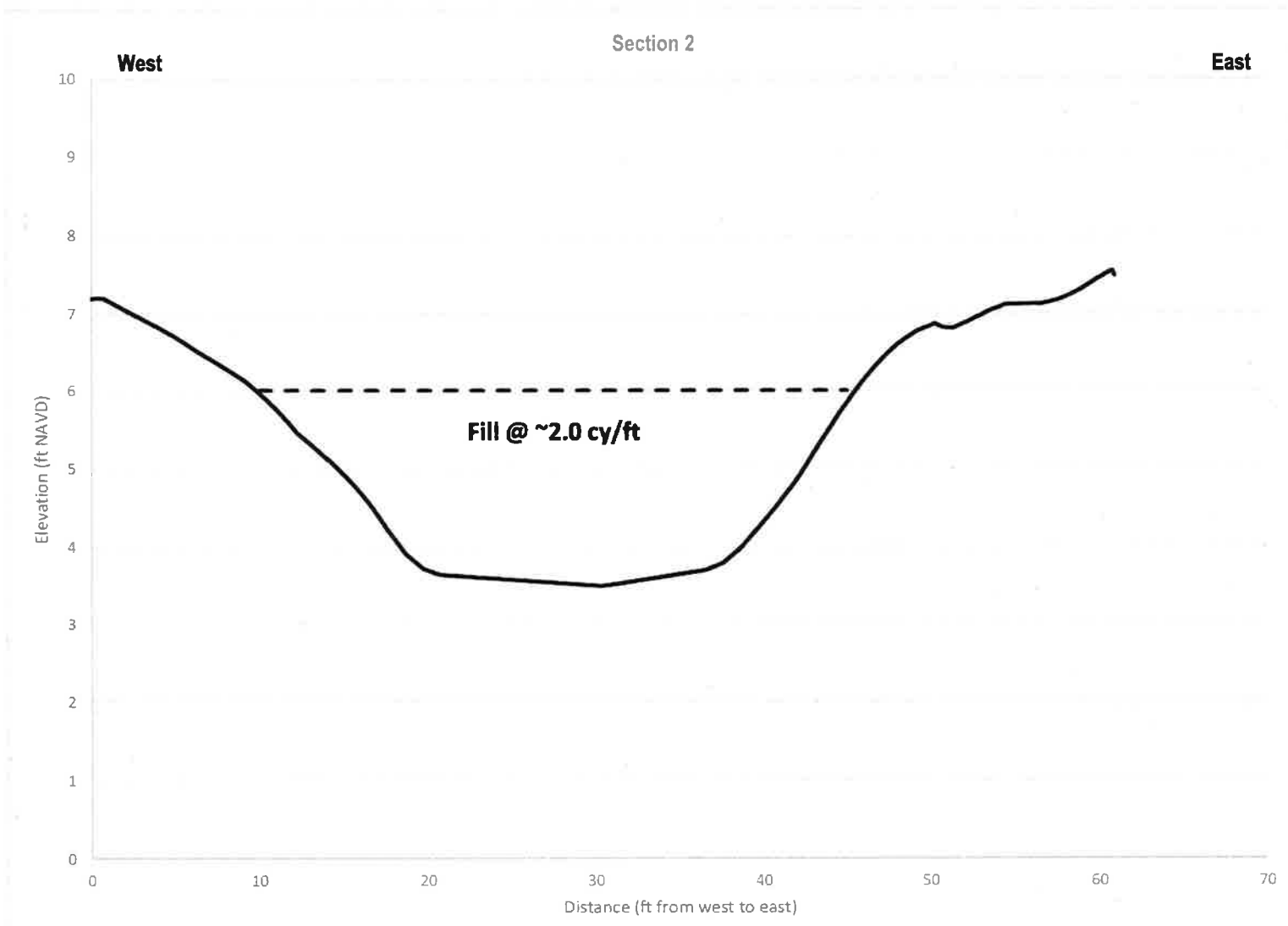
DRAWING TITLE: IOP - 49th Ave Beach Access Restoration
FILL AREA PLAN

SCALE: AS SHOWN
DATE: 20 Jan 2016
REVISED: 26 May 2016
PROJECT #: 2453

SHEET:
01

Section 1





APPLICANT:
 CITY OF ISLE OF PALMS
 POST OFFICE BOX 508
 ISLE OF PALMS, SC 29451

Datum:
Horizontal: SPCS NAD '83 (Feet) SC Zone 3900
Vertical: NAVD '88 (Feet) **Photo:** 5 Oct 2014
 Beach access existing condition elevations
 based on data collected by CSE, 19 Jan 2016

DRAWING TITLE: IOP - 49th Ave Beach Access Restoration
FILL SECTION 2

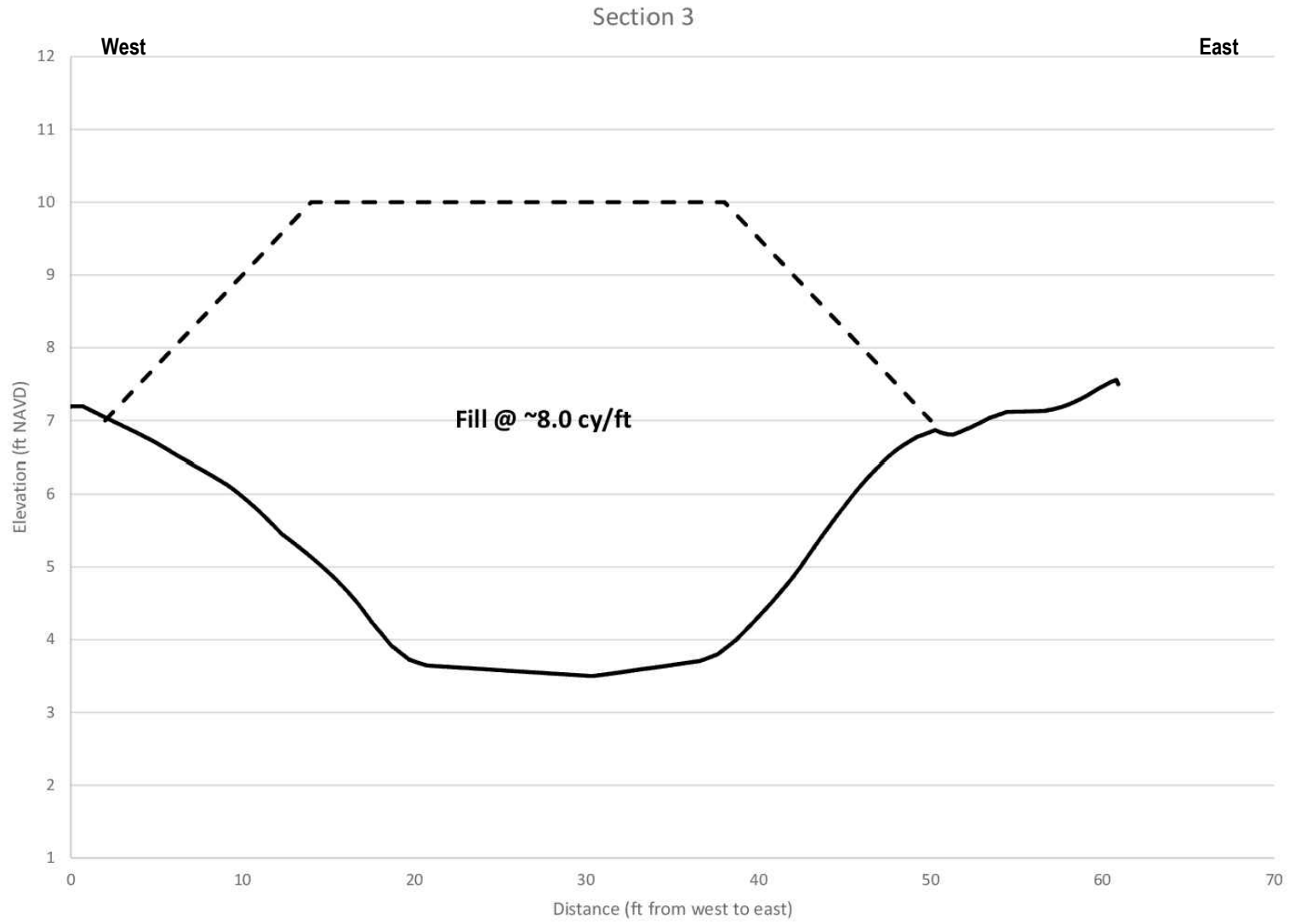
SCALE: AS SHOWN SHEET NO. 03

DATE: 20 Jan 2016

REVISED: No. 24737

PROJECT: 2453

REGISTERED PROFESSIONAL ENGINEER
 JING LIU KACZKO



APPLICANT:
 CITY OF ISLE OF PALMS
 POST OFFICE BOX 508
 ISLE OF PALMS, SC 29451

Datum:
Horizontal: SPCS NAD '83 (Feet) SC Zone 3900
Vertical: NAVD '88 (Feet) **Photo:** 5 Oct 2014
 Beach access existing condition elevations
 based on data collected by CSE, 19 Jan 2016

DRAWING TITLE: IOP - 49th Ave Beach Access Restoration
FILL SECTION 3

SCALE: AS SHOWN
DATE: 20 Jan 2016
REVISED: 26 May 2016
PROJECT #: 2453

SHEET:
04