

City of Isle of Palms, South Carolina
Request for Proposals 2021-05
Phase 4 Drainage- Island-Wide Drainage Master Plan

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 drainage master plan to steer policy and funding decisions for the foreseeable future. The plan will include developing: a series of conceptual designs to serve the last 600 acres that have not been recently studied, a schedule and budget to complete construction for these last 600 acres; a schedule, budget and process for maintaining the existing and proposed drainage infrastructure (1200 acres); a review of existing development standards and recommendations to ensure future development does not overwhelm the drainage system. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject 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, on Wednesday, April 28th, 2021 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, April 30th, 2021** 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, May 15th, 2021.** 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 "**Phase 4 Drainage- Island-Wide Drainage Master Plan**" 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. Some portions of the island still have no drainage infrastructure.

Additionally, the most problematic portions of the island's drainage system have been upgraded in the past ten years, but a large section of about 600 acres of the island between 30th Avenue and Breach Inlet has not been upgraded and is underperforming. 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. Almost all the island's drainage systems are tidally influenced and during high tides, much of the drainage system is full and has little to no capacity to handle any rainwater.

The City currently has an annual maintenance agreement with a contractor to cut vegetation twice annually on all City ditches and remove silt by jetting all City maintained ditches every three years. This practice includes some, but not all, of the SCDOT systems. This schedule is attached as an exhibit to this request.

Charleston County handles all aspects of the NPDES program for the City and has provided the City with an inventory of the existing stormwater infrastructure, which is attached as an exhibit to this request.

Objectives

There are two primary objectives of this master plan. The first is to provide conceptual construction plans for the remaining 600 acres that have not been address by recent projects. This plan is not intended to provide construction level documentation, but rather a concept, opinion of cost and strategy to complete the work. The second objective is to provide a maintenance plan for the entire system the City controls, which is about 1200 acres. This plan will be used by the City to plan the funding and sequencing of projects that will ultimately lead to all parts of the City having adequate drainage infrastructure and the system being adequately maintained.

The chosen firm will be expected to identify problematic areas through any necessary measures, including but not limited to meeting with staff, analyzing existing conditions, modeling and any other method deemed useful.

The chosen firm will be expected to analyze the current development standards and determine if the current standards are potentially contributing to stormwater problems and make recommendations of new standards, if warranted.

The work included in the master plan should be conceived to achieve the following goals:

- Be designed to ensure that any stormwater that sheds from a developable property onto public property on the island is managed either by leading the water into a collection or conveyance system as to not be a nuisance.
- 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. For the 600 acres of new work, the chosen firm will be expected to collect data and field information (including limited survey data) on the existing system. The City has a stormwater inventory that was created by Charleston County that is attached to this RFP as an exhibit.
2. For the 600 acres of new work, the chosen firm will be expected to identify the areas where no infrastructure or minimal infrastructure is causing standing water or other drainage problems on a regular basis.
3. For the 600 acres of new work, the chosen firm will be expected to collect and analyze whatever information or data is necessary to fully understand the quantity of stormwater each basin will handle. This will include collection and analyzing topographical data (including some limited surveying), prior construction work, prior maintenance work, anticipating future infrastructure improvements or any other information necessary to identify problem areas and the necessary improvements within these drainage basins.

4. For the 600 acres of new work, the chosen firm will need to produce limited survey data on the depths, size and location of all ditches, underground infrastructure and drainage structures within the drainage basins.
5. Once the background data has been gathered and analyzed for the 600 acres of new work, 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.
6. For the 600 acres of new work, the chosen firm must provide a list of key performance indicators and the expected performance of the chosen design. The firm must provide two examples of performance and an estimate of associated cost with each level to help the City choose the right level of performance to fund.
7. For the 600 acres of new work, the chosen firm will be expected to identify all of the necessary permits through all applicable agencies including OCRM, US Army Corps of Engineers, Charleston County, SCDOT, and the City.
8. For the 600 acres of new work, the chosen firm will be expected to provide budget estimates of the chosen design to assist the City in assembling adequate funding to complete the improvement.
9. For the 600 acres of new work, the chosen firm will be expected to advise the City on whether 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. For the entire 1200 acres the City manages, the chosen firm will be expected to review all recent projects including Phase I, which was a new system in the neighbors bound by 57th and 53rd Avenues; Phase II, which was a new system in the neighborhood bound by 52nd and 44th Avenues; Forest Trail drainage basin capacity study and internal projects which are currently under construction, Phase III, which is being designed now and anticipated to begin construction in the fall of 2021 and will improve the outfalls at 30th Avenue, Forest Trails and 41st Avenue; and the concept of elevating the Waterway Boulevard multiuse path.
11. For the entire 1200 acres the City manages, the chosen firm will be expected to review the isolated areas that continue to have flooding problems and develop a priority list of projects to be undertaken in the future.
12. For the entire 1200 acres the City manages, the chosen firm will be expected to review the City's current maintenance practices and schedules and present alternate methods that could provide improvements to the drainage system function, the efficiency of maintenance and expenses.
13. For the entire 1200 acres the City manages, the chosen firm will be expected to identify an optimum maintenance schedule that the City can reasonably afford and will keep the system functioning at an acceptable level.

14. For the entire 1200 acres the City manages, the chosen firm will be expected to analyze the development regulations to determine whether the future development should be modified to not strain the stormwater system.

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:

Prior to entering into an agreement, but after the proposals are evaluated, the chosen firm will be requested to provide a price for each itemized project in the Scope of Work section of this request.

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, and a series of interviews, 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

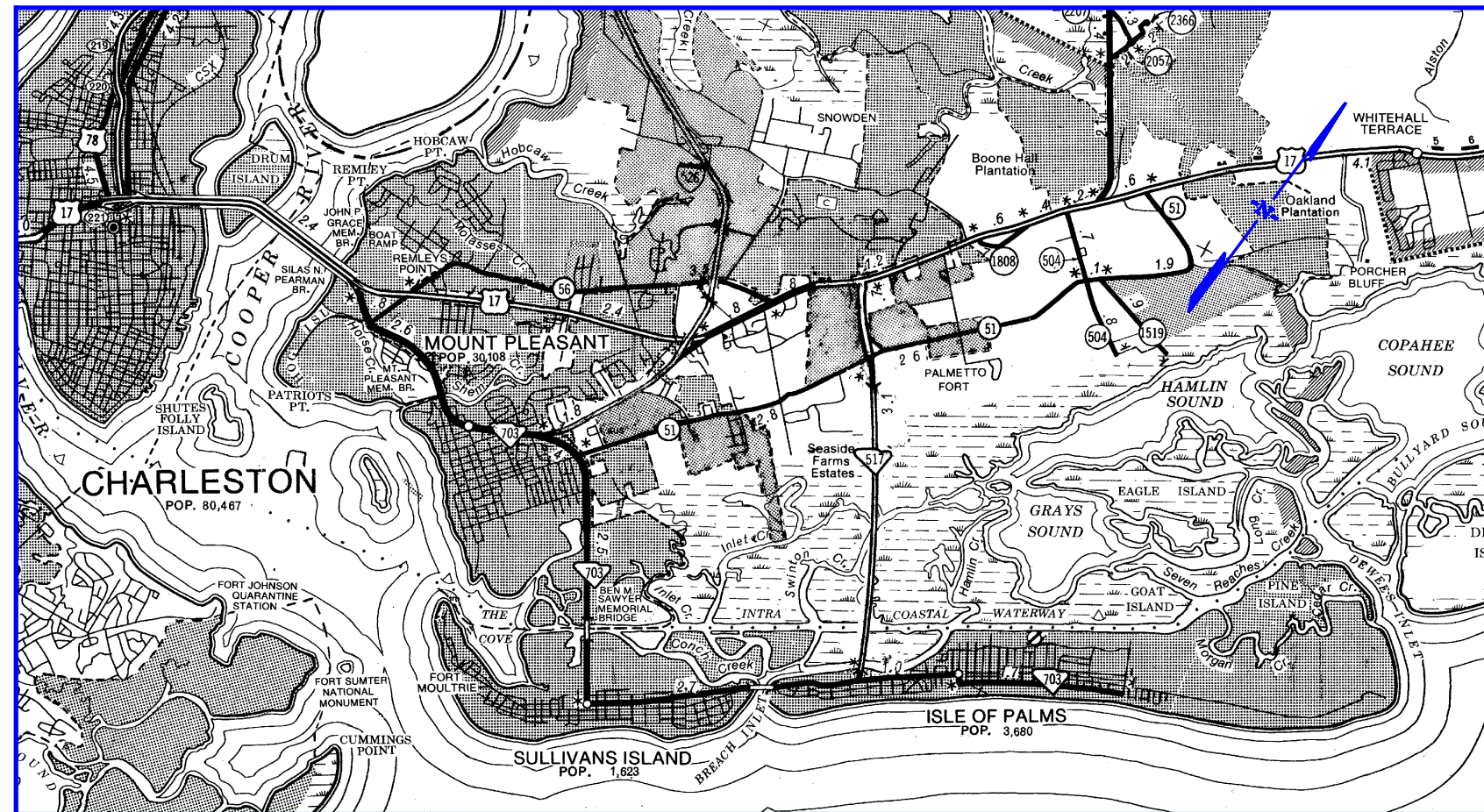
SHEET NO.	DESCRIPTION	SHEET TOTALS
1	TITLE SHEET	1
2	MAP INDEX SHEET	1
3 - 16	PLAN SHEETS	14
TOTAL 16		

CHARLESTON COUNTY DEPARTMENT OF PUBLIC WORKS



CHARLESTON COUNTY SOUTH CAROLINA

DRAINAGE INVENTORY PLAN
CITY OF ISLE OF PALMS
CHARLESTON COUNTY



LAYOUT
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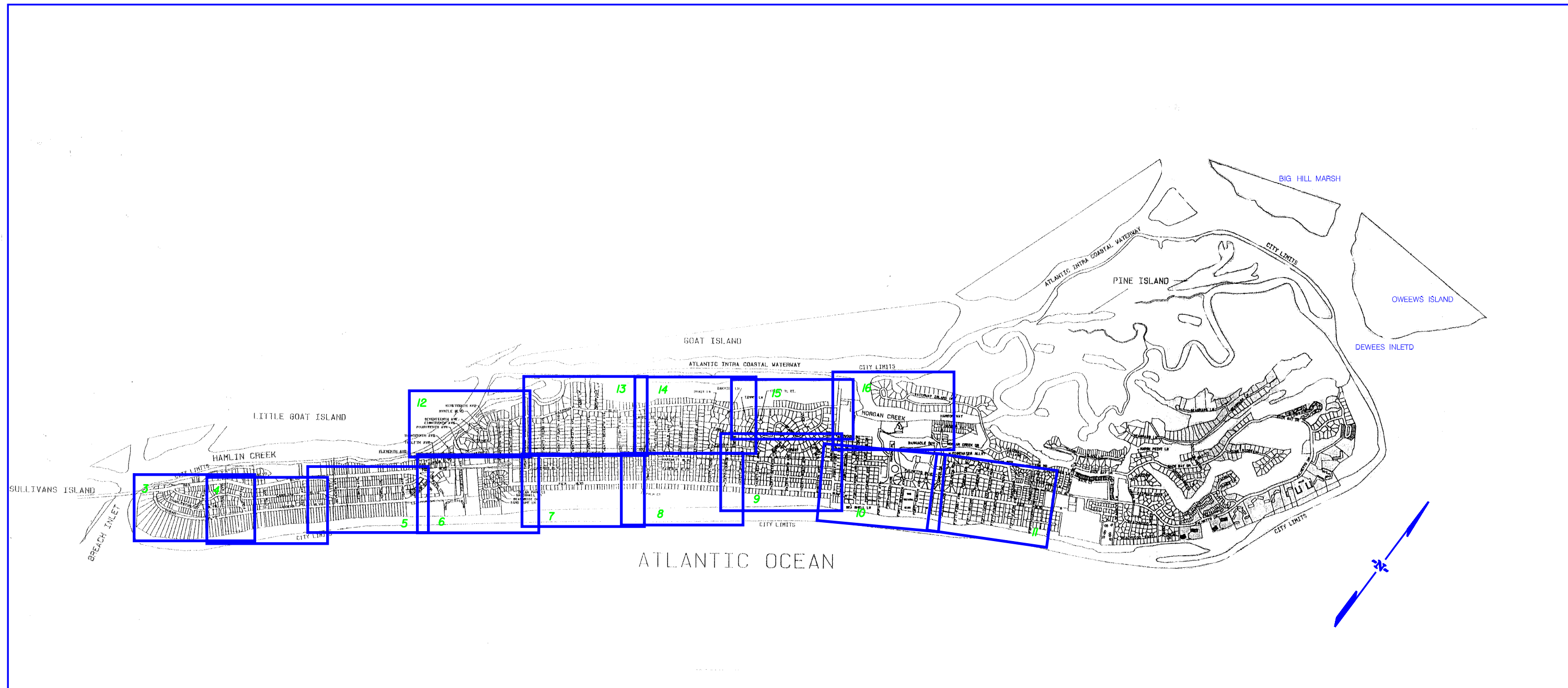


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

<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.
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MAP INDEX



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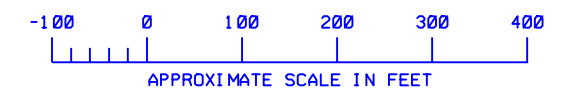
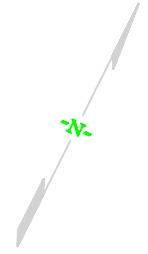
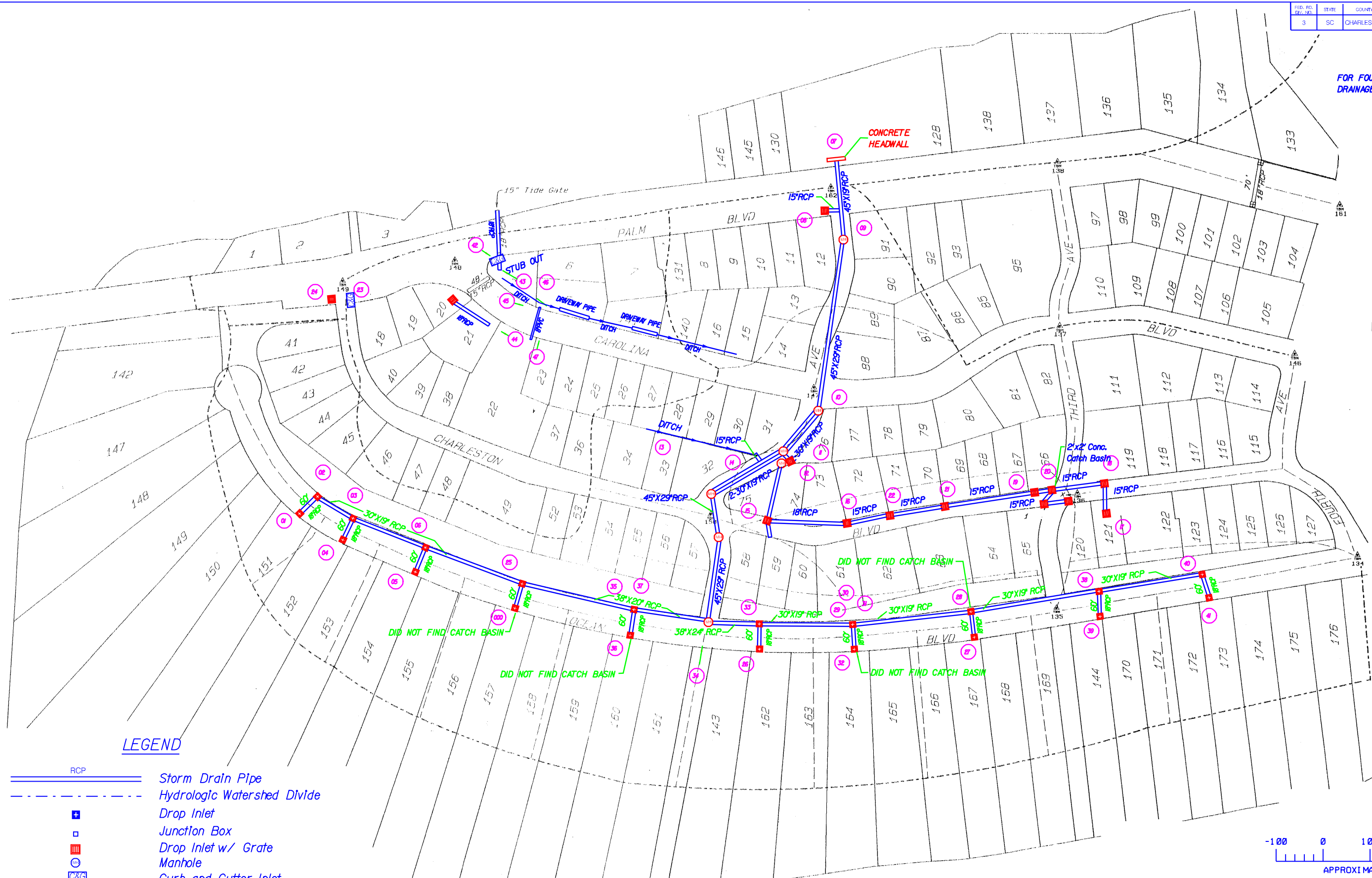
COUNTY OF CHARLESTON
DEPARTMENT OF PUBLIC WORKS

PLAN INDEX SHEET
DRAINAGE INVENTORY PLANS

SCALE 100' = 1"

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

FOR FOURTH AVE & MERRIT BLVD.
DRAINAGE SEE SHEET 568 10



LEGEND

- RCP Storm Drain Pipe
- 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

PIPE CODE

RCP	Reinforced Concrete Pipe
CMP	Corrugated Metal Pipe
BFP	Bituminous Fiber Pipe
DIP	Ductile Iron Pipe
PVC	Plastic Pipe
VCP	Vitrified Clay Pipe

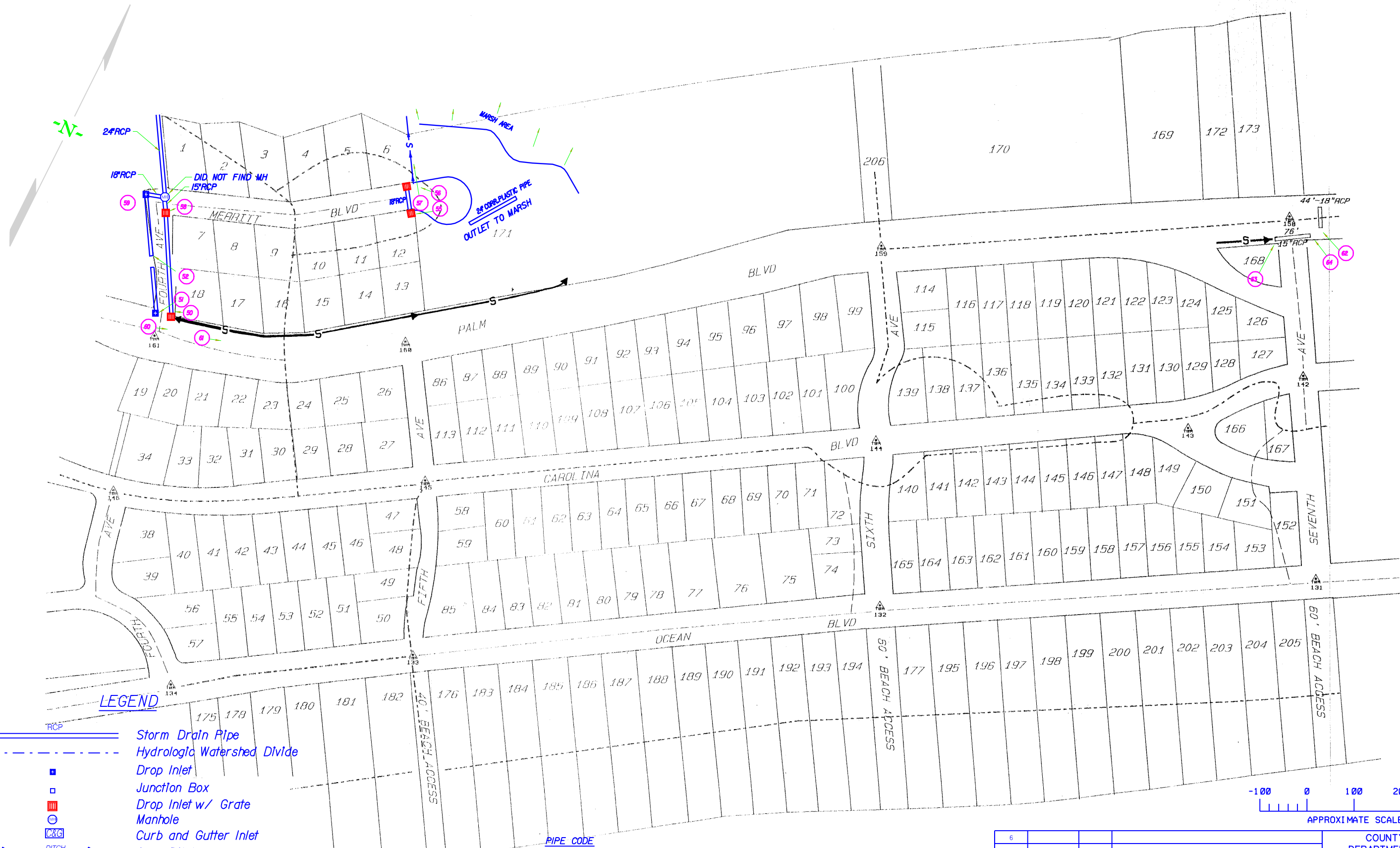


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COUNTY OF CHARLESTON
DEPARTMENT OF PUBLIC WORKS
ISLE OF PALMS DRAINAGE INVENTORY

SHEET 3

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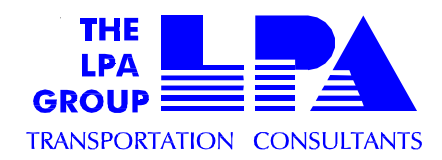
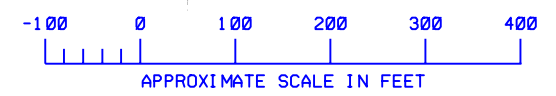


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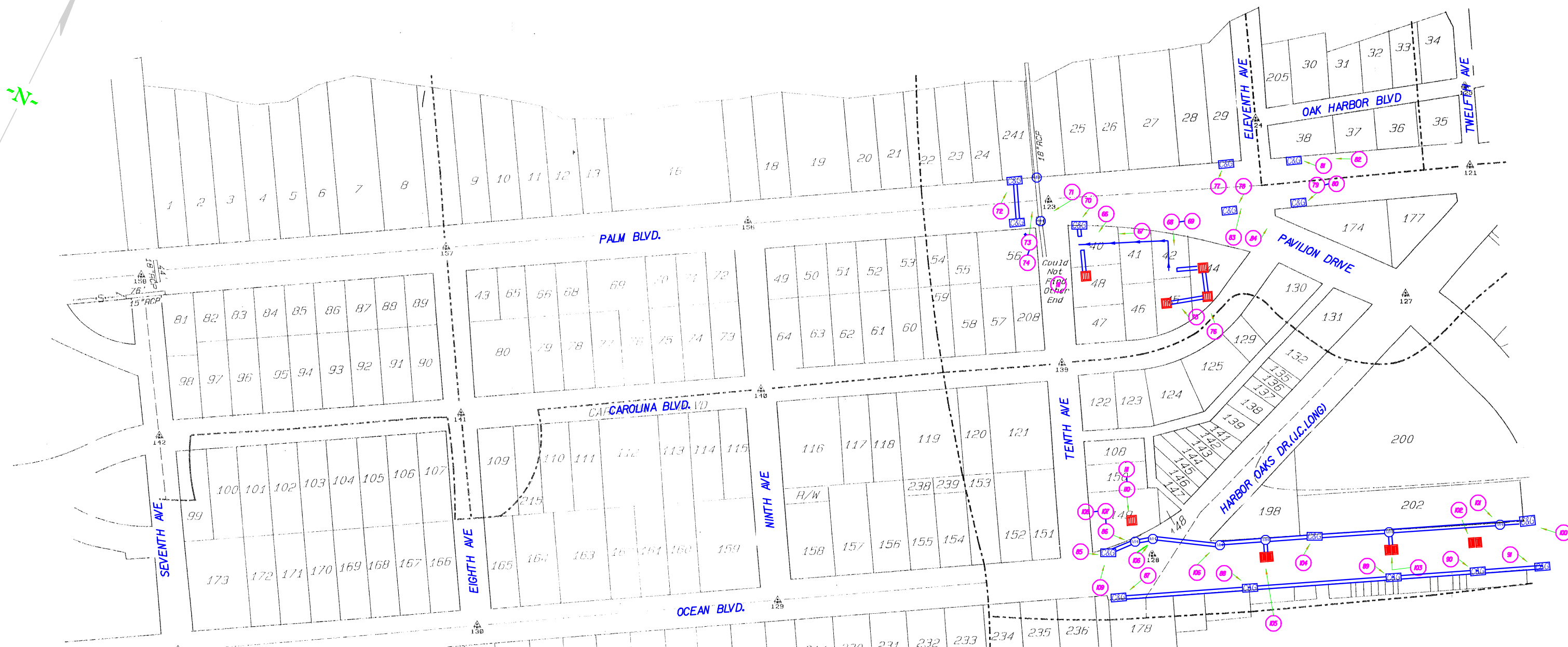
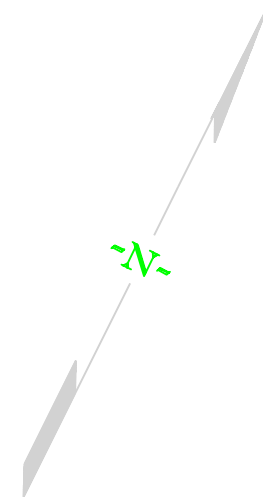
- Storm Drain Pipe
- Hydrologic Watershed Divide
- Drop Inlet
- Junction Box
- Drop Inlet w/ Grate
- Manhole
- Curb and Gutter Inlet
- Open Ditch
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PIPE CODE

- RCP Reinforced Concrete Pipe
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- BFP Bituminous Fiber Pipe
- DIP Ductile Iron Pipe
- PVC Plastic Pipe
- VCP Vitrified Clay Pipe



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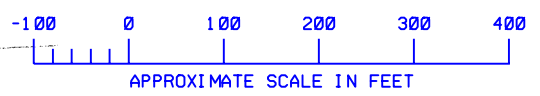
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- RCP Storm Drain Pipe
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NOTE: NEED PIPE SIZE, LENGTH OF PIPES, AND DIRECTION OF FLOW.



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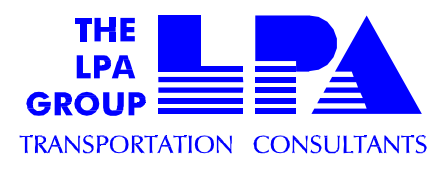
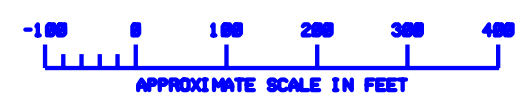


LEGEND

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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

COUNTY OF CHARLESTON
DEPARTMENT OF PUBLIC WORKS
ISLE OF PALMS DRAINAGE INDEX

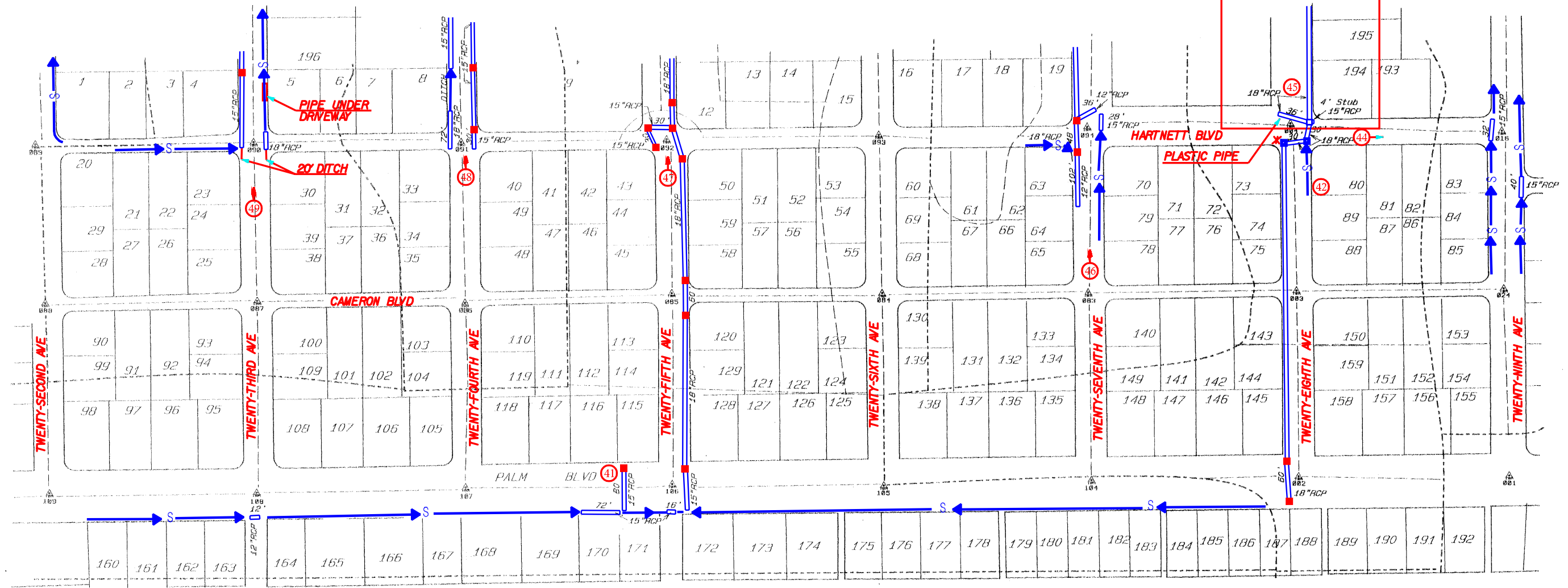
SHEET 6

SCALE 100' = 1"

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NEW CONSTRUCTION / DRAINAGE



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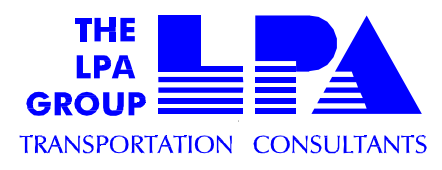
PIPES UNDER DRIVEWAYS ALONG PALM BLVD.

LEGEND

- RCP Storm Drain Pipe
- Hydrologic Watershed Divide
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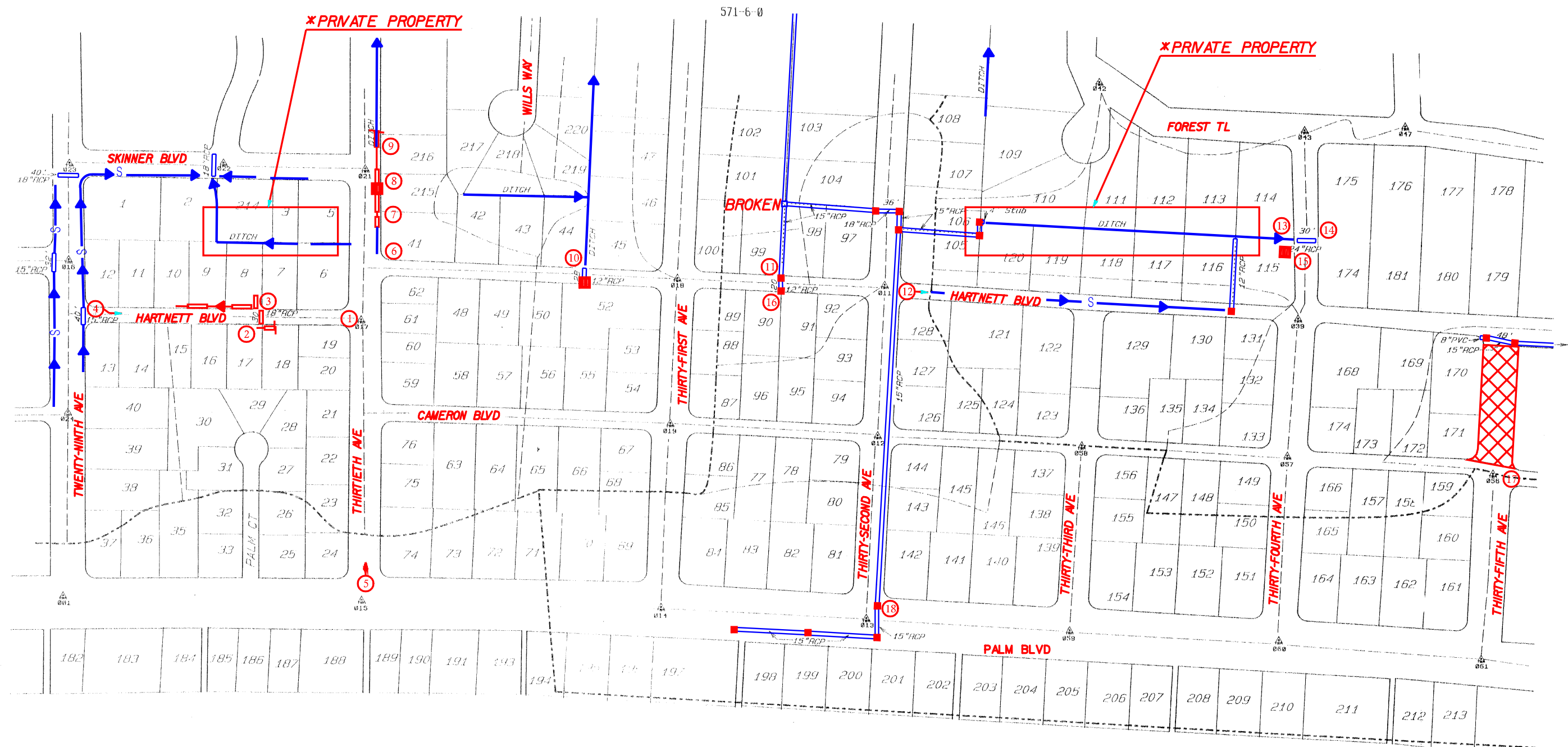
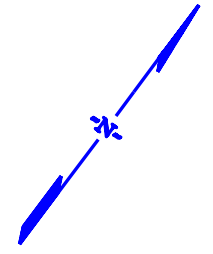
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	

COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 7	
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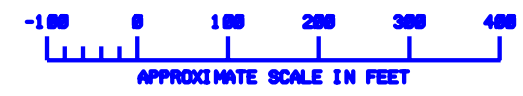


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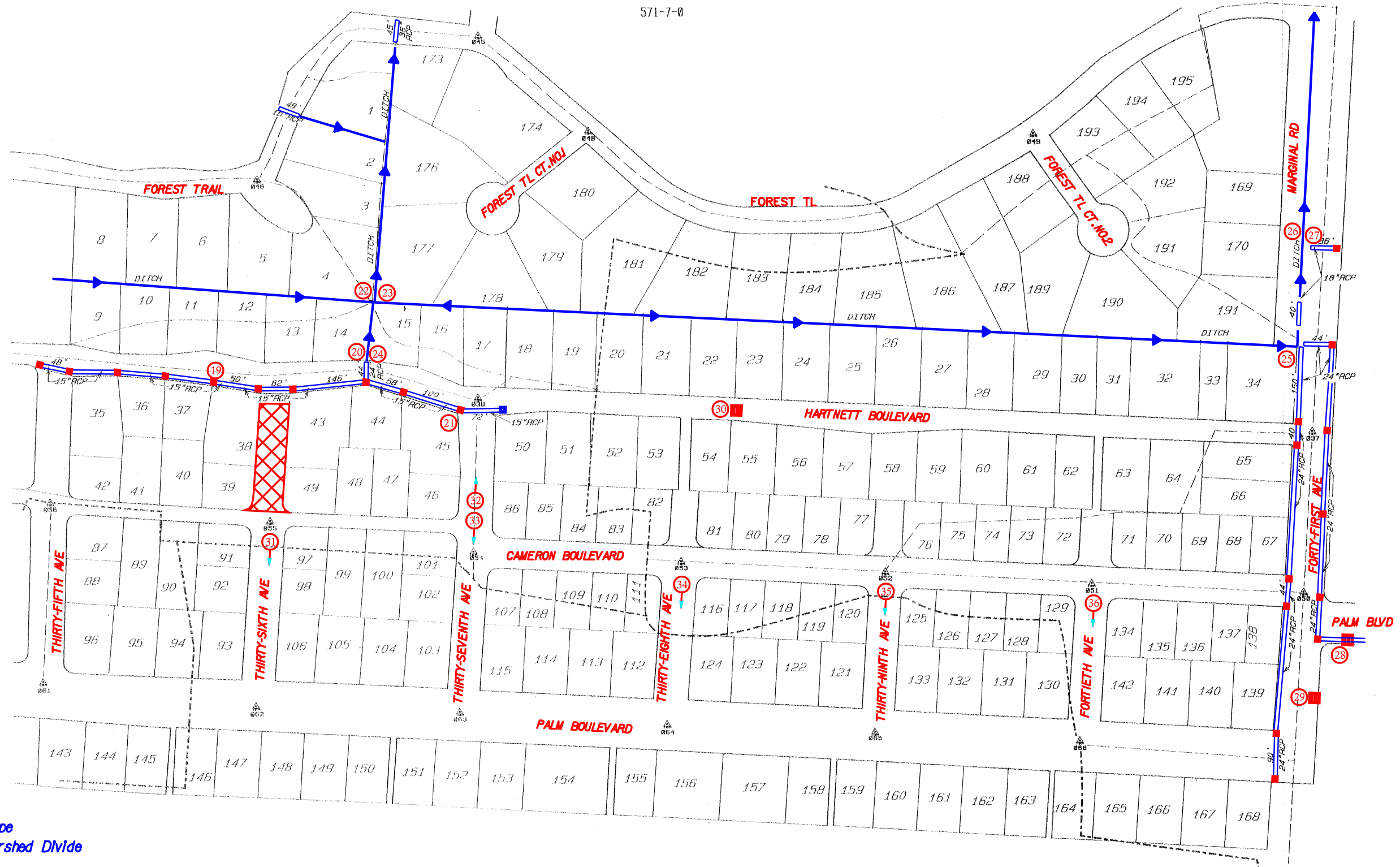
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 8	
SCALE 100' = 1"	



LEGEND

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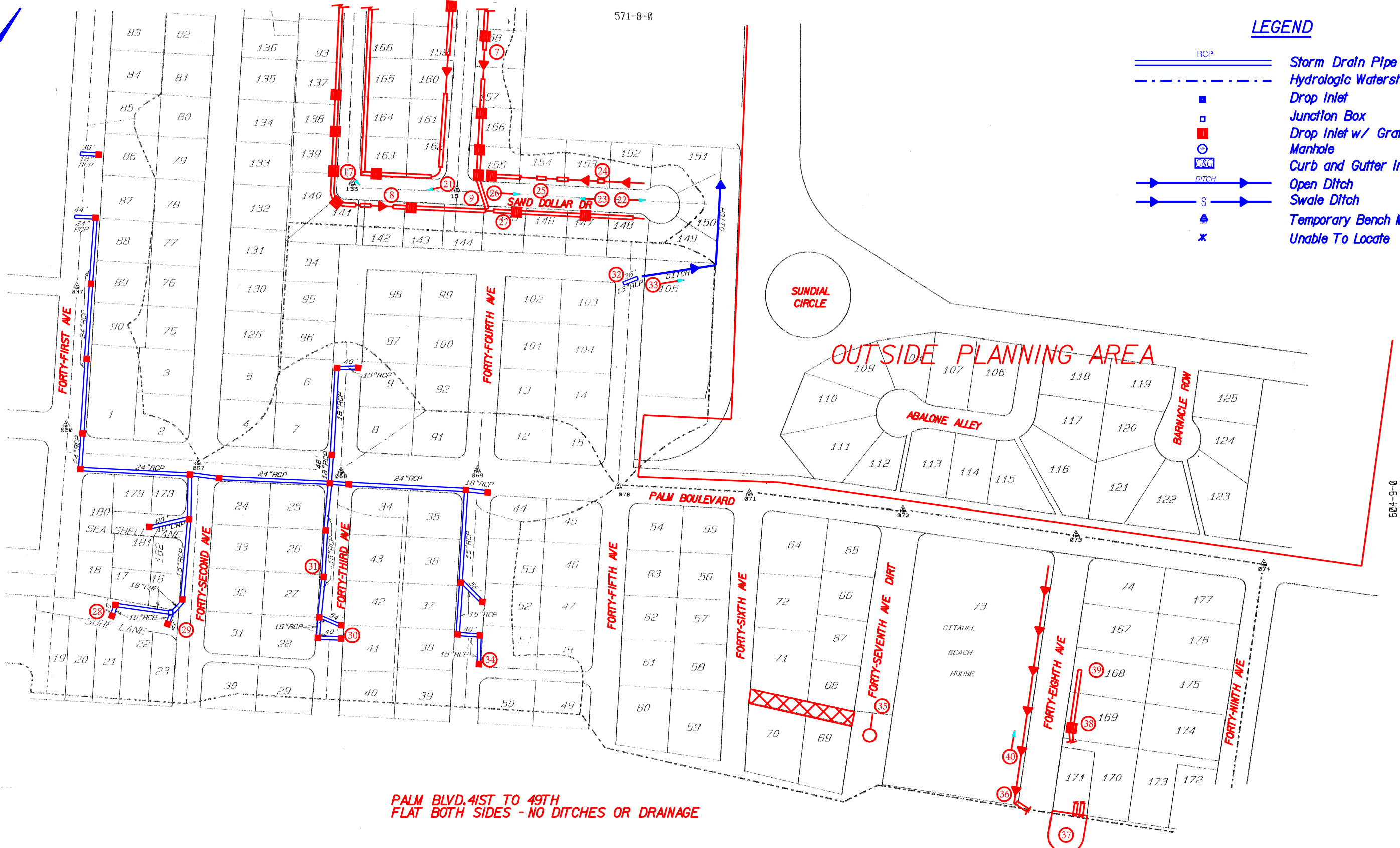
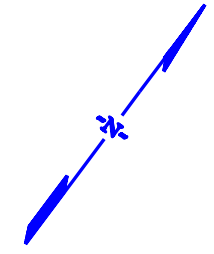
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**PALM BLVD. 41ST TO 49TH
FLAT BOTH SIDES - NO DITCHES OR DRAINAGE**












- PIPE CODE**
- RCP Reinforced Concrete Pipe
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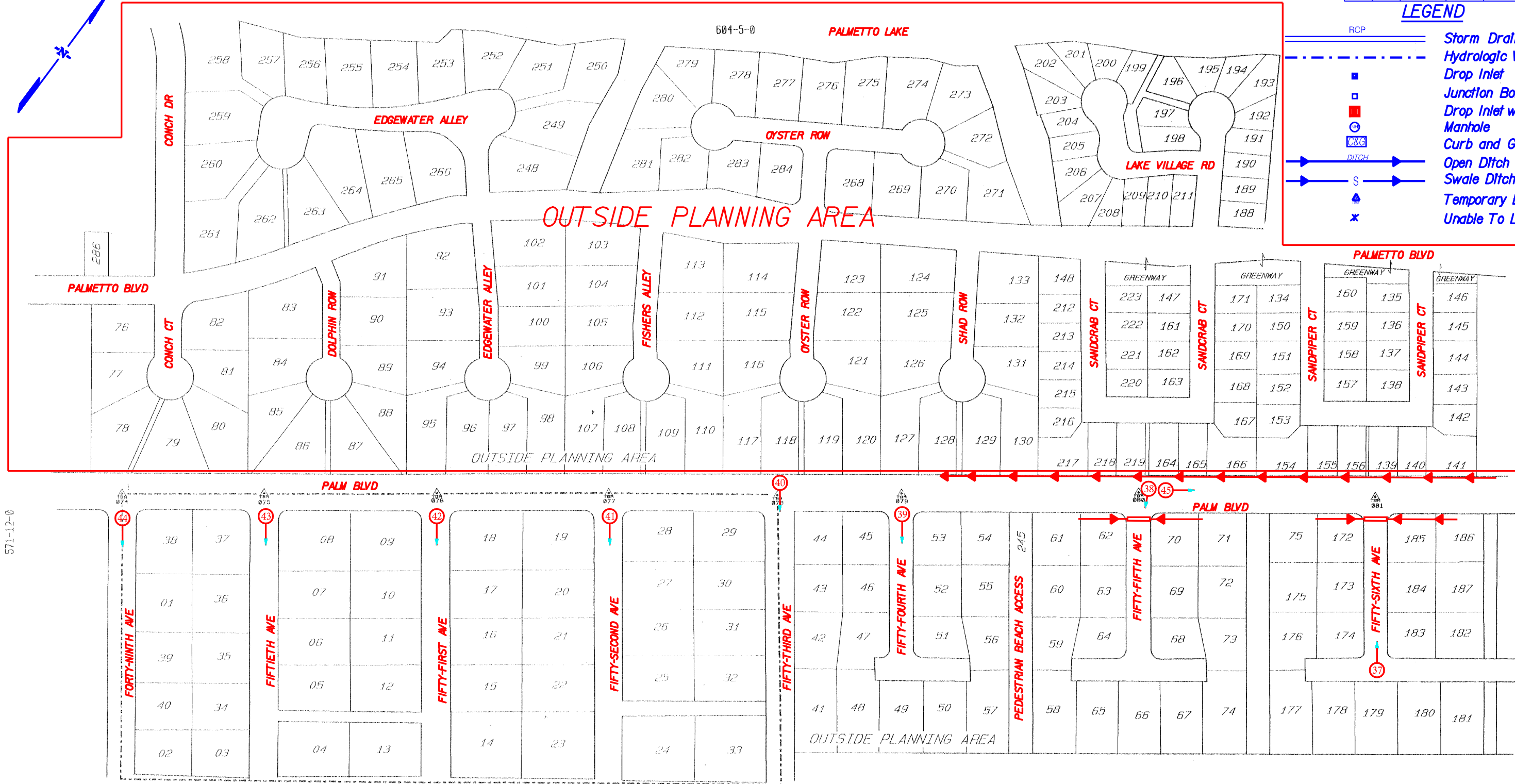


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3	SC	CHARLESTON				11

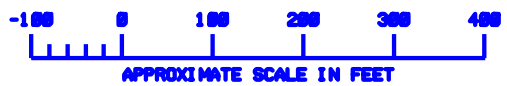
LEGEND

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604-10-0



PIPE CODE












RCP	Reinforced Concrete Pipe
CMP	Corrugated Metal Pipe
BFP	Bituminous Fiber Pipe
DIP	Ductile Iron Pipe
PVC	Plastic Pipe
VCP	Vitrified Clay Pipe

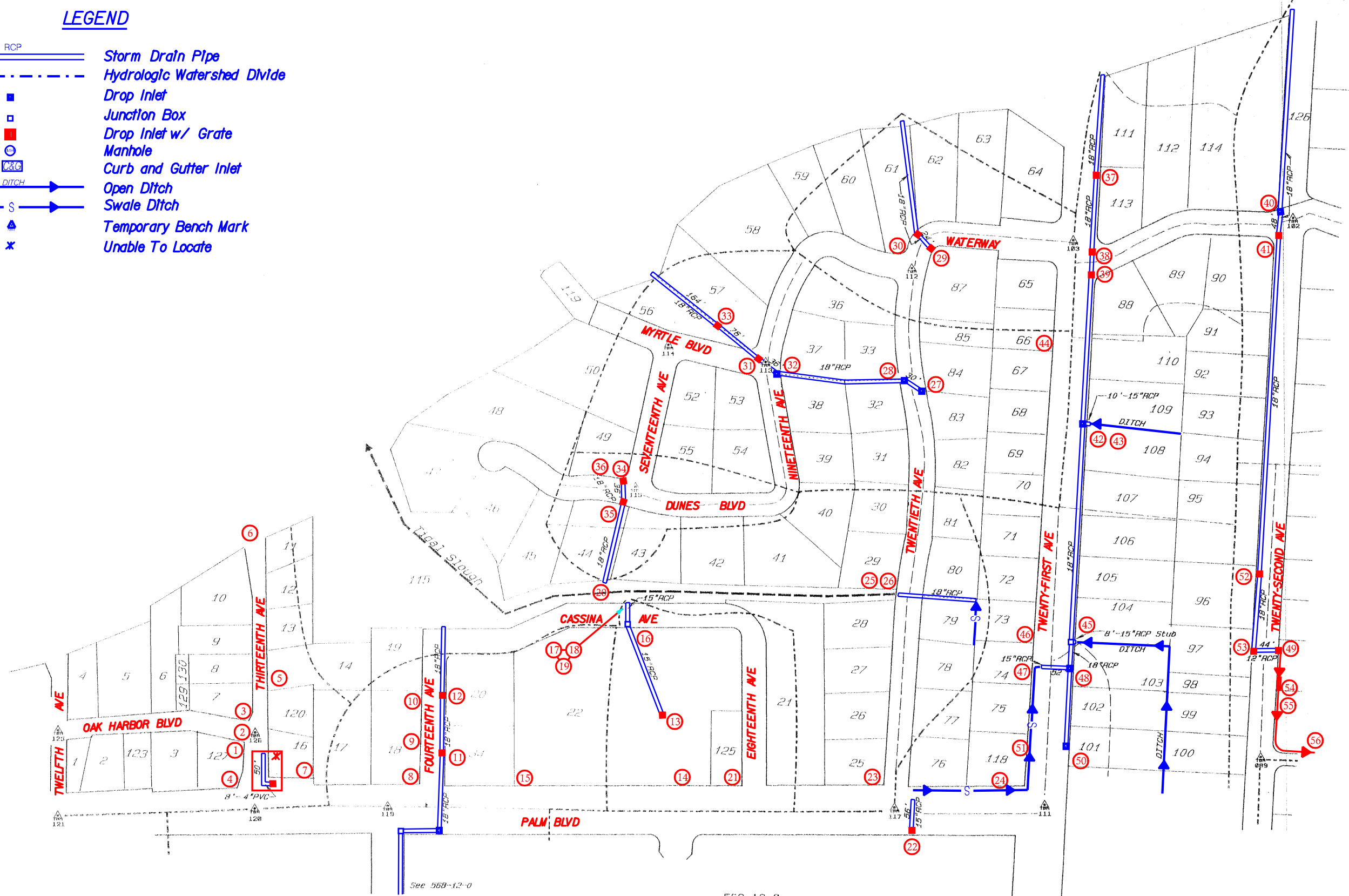


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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

COUNTY OF CHARLESTON DEPARTMENT OF PUBLIC WORKS ISLE OF PALMS DRAINAGE INVENTORY	
SHEET 11	
SCALE 100' = 1"	

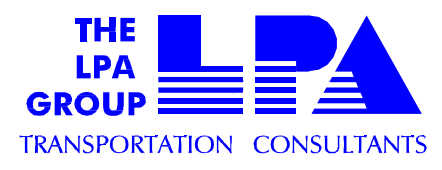
LEGEND

-  Storm Drain Pipe
-  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



PIPE CODE

- RCP Reinforced Concrete Pipe
- CMP Corrugated Metal Pipe
- BFP Bituminous Fiber Pipe
- DIP Ductile Iron Pipe
- PVC Plastic Pipe
- VCP Vitrified Clay Pipe



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

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

 SHEET 12
 SCALE 100' = 1"

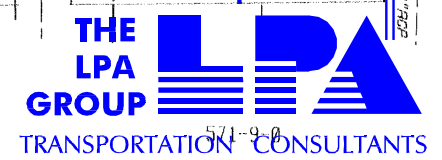
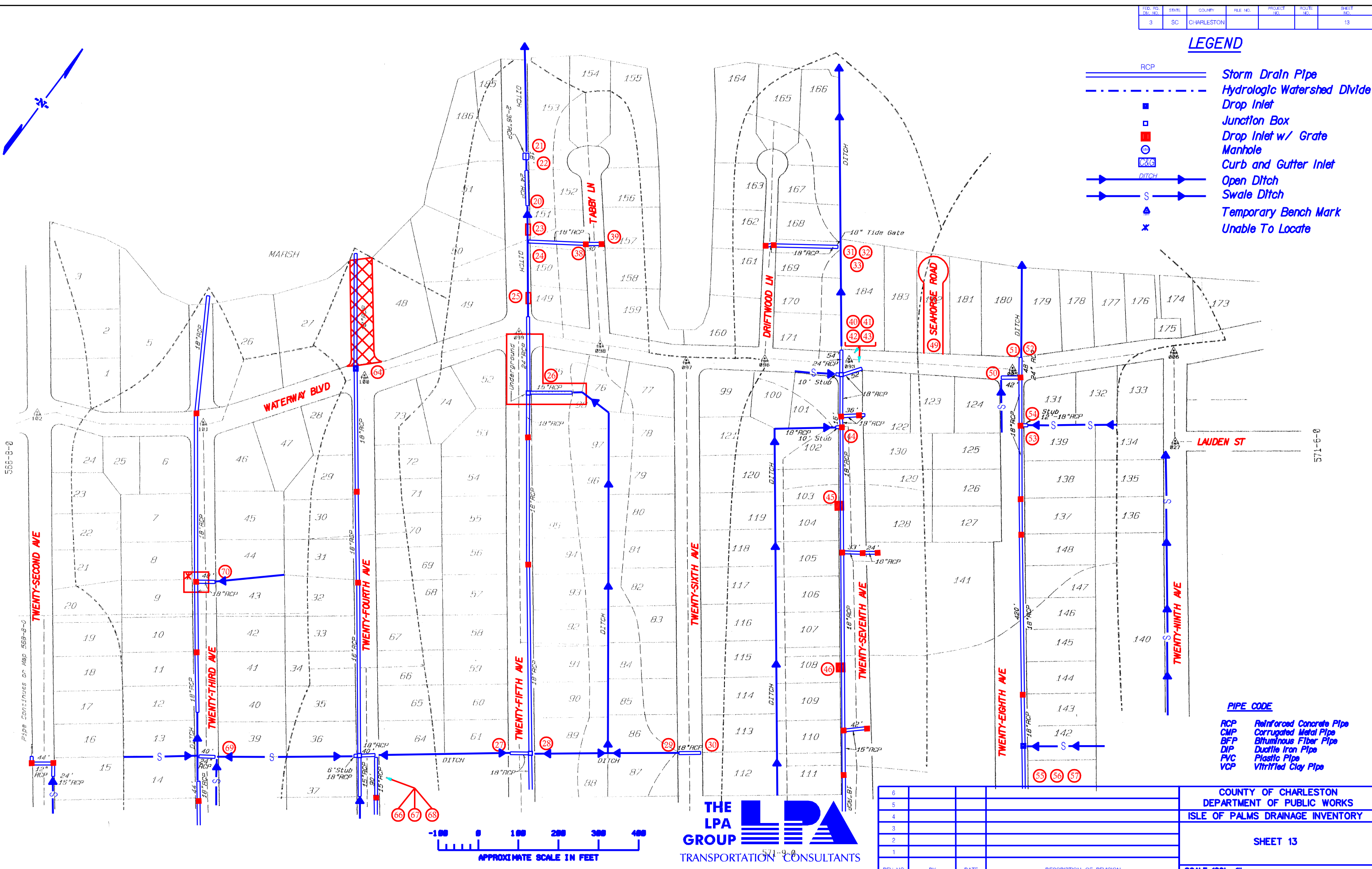
571-S-0

LEGEND

- RCP Storm Drain Pipe
- 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

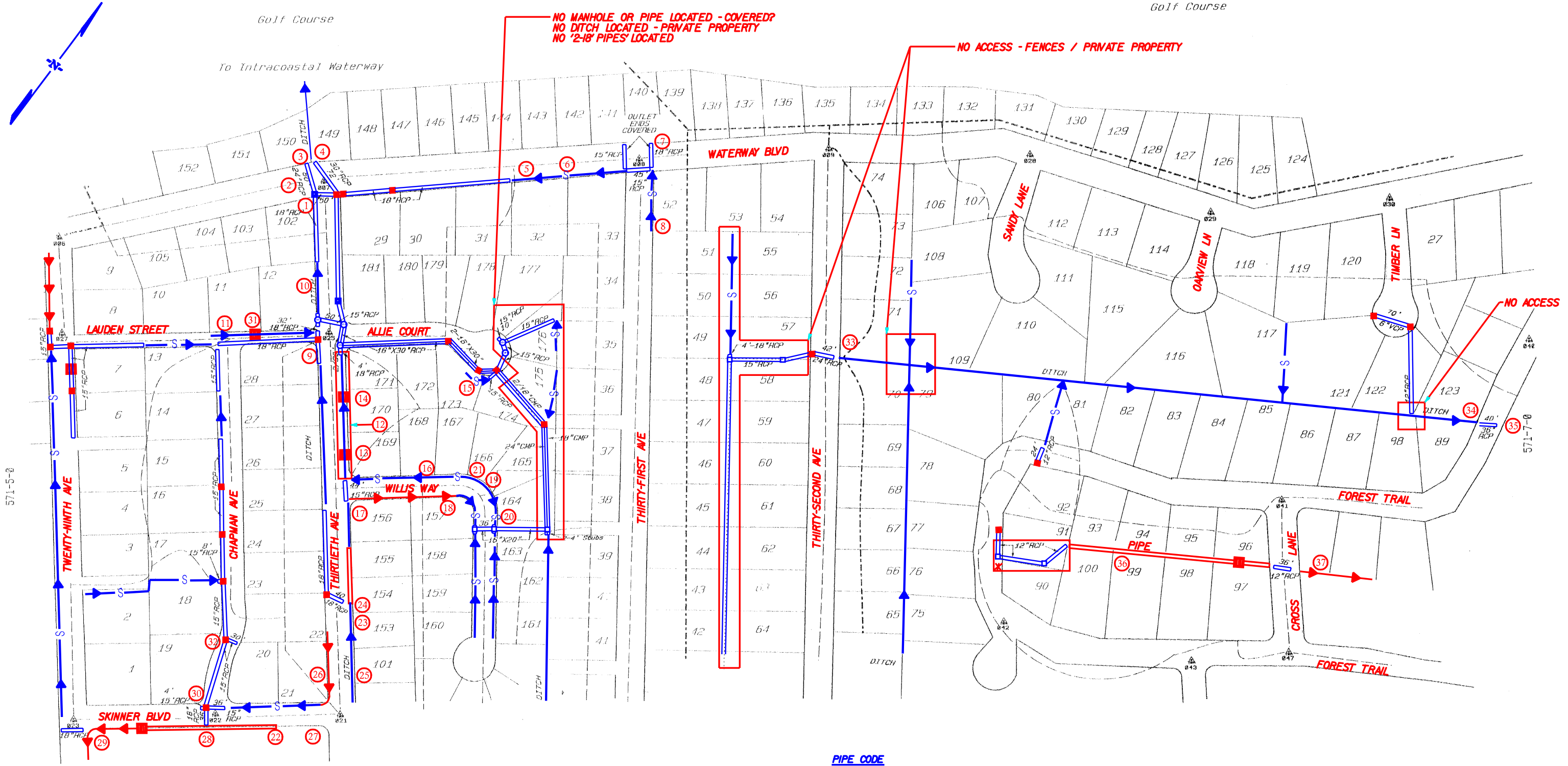
PIPE CODE

- RCP Reinforced Concrete Pipe
- CMP Corrugated Metal Pipe
- BFP Bituminous Fiber Pipe
- DIP Ductile Iron Pipe
- PVC Plastic Pipe
- VCP Vitrified Clay Pipe



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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.
3	SC	CHARLESTON				14

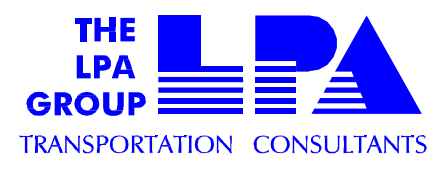


LEGEND

- RCP Storm Drain Pipe
- 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

PIPE CODE

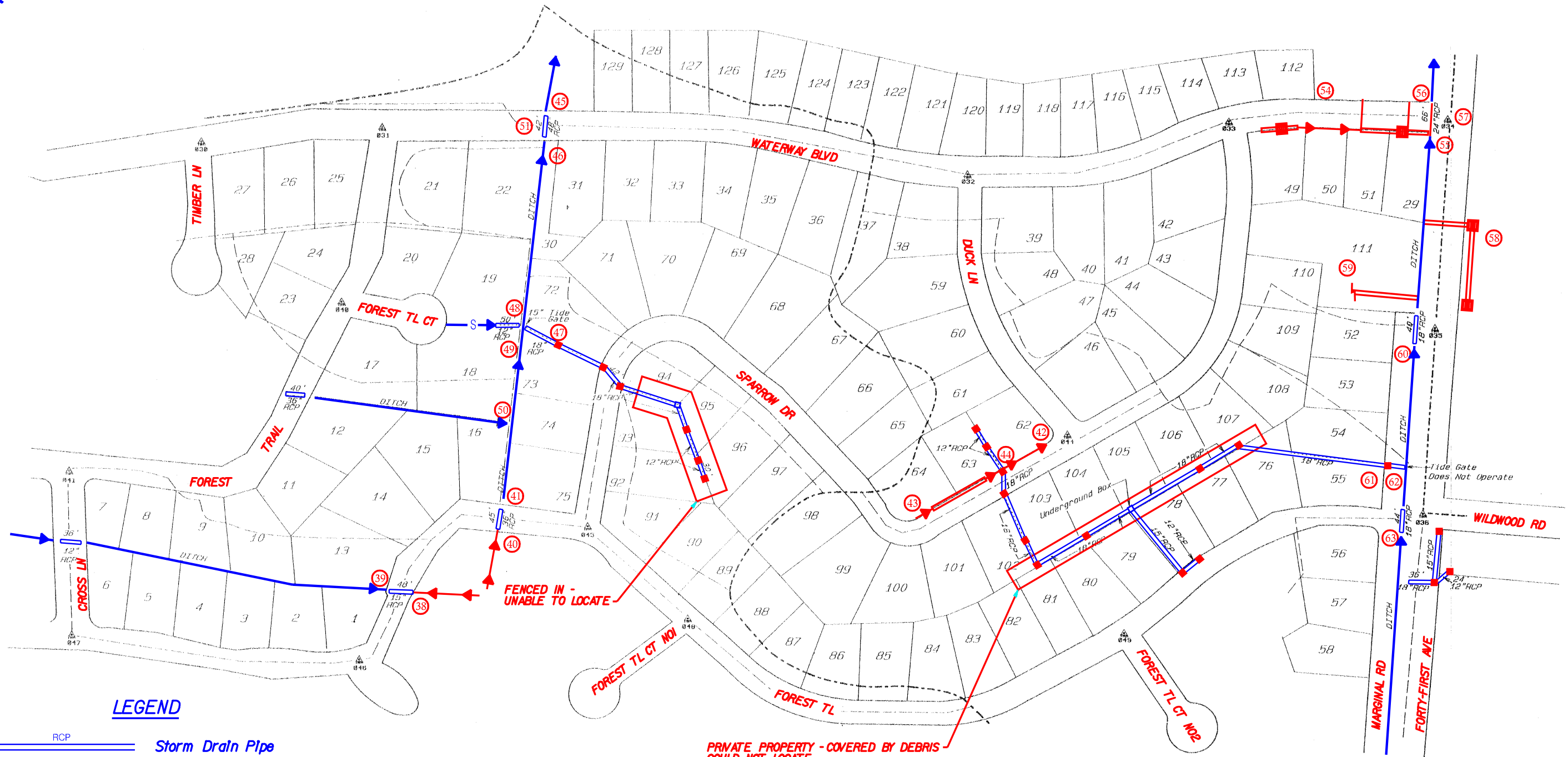
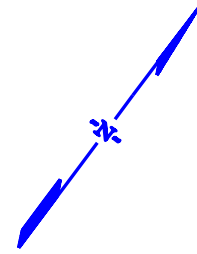
RCP	Reinforced Concrete Pipe
CMP	Corrugated Metal Pipe
BFP	Bituminous Fiber Pipe
DIP	Ductile Iron Pipe
PVC	Plastic Pipe
VCP	Vitrified Clay Pipe



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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"



LEGEND

- Storm Drain Pipe
- 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

- PIPE CODE**
- RCP Reinforced Concrete Pipe
 - CMP Corrugated Metal Pipe
 - BFP Bituminous Fiber Pipe
 - DIP Ductile Iron Pipe
 - PVC Plastic Pipe
 - VCP Vitrified Clay Pipe



PRIVATE PROPERTY - COVERED BY DEBRIS -
COULD NOT LOCATE












571-11-0



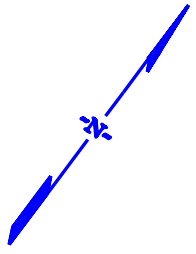
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

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

LEGEND

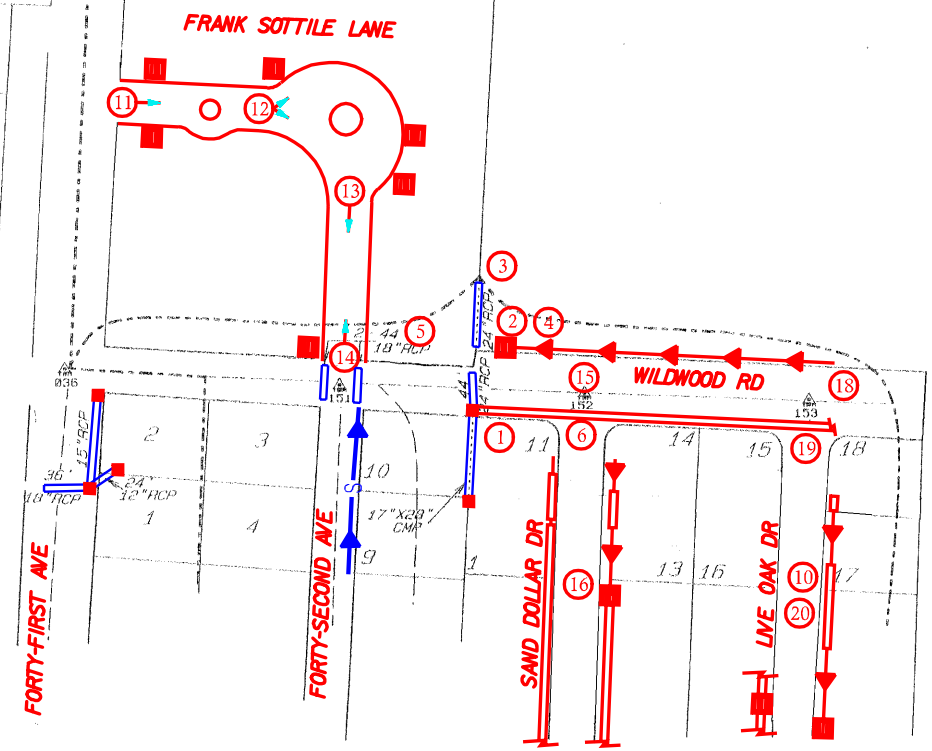
-  RCP Storm Drain Pipe
-  Hydrologic Watershed Divide
-  Drop Inlet
-  Junction Box
-  Drop Inlet w/ Grate
-  Manhole
-  Curb and Gutter Inlet
-  DITCH Open Ditch
-  Swale Ditch
-  Temporary Bench Mark
-  Unable To Locate

AREA NOT COVERED BY SURVEY



571-7-0

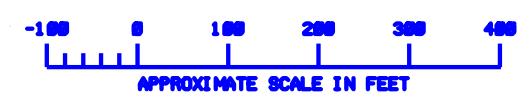
604-2-0



571-12-0

PIPE CODE

- RCP Reinforced Concrete Pipe
- CMP Corrugated Metal Pipe
- BFP Bituminous Fiber Pipe
- DIP Ductile Iron Pipe
- PVC Plastic Pipe
- VCP Vitrified Clay Pipe



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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. 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. 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 _____ Dollars, payable as set forth in Exhibit I.

2(a). Retainer. Consultant will be paid the final six (6%) percent of the contracted amount listed in section 2 upon the presentation and acceptance of recommendations to City Council.

3. Time of Performance. Engineer 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 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. However, Engineer agrees that the work shall be satisfactorily completed no later than five (5) months from the commencement of the work.

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

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) caused by 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, City Administrator Address:
PO Box 508, Isle of Palms, SC 29451

(Engineer):

Representative:

Address:

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. 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.

11. 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.

12. 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.

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

14. 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.

15. 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_____)