

## PLANNING COMMISSION

July 11, 2018

### AGENDA

The Isle of Palms Planning Commission will hold its regular meeting on Wednesday, July 11, 2018 at 4:30 p.m. in the City Hall Conference Room, second floor, 1207 Palm Boulevard.

A. Call to order and acknowledgment that the press and the public were duly notified in accordance with state law

B. Public comments

C. Approval of minutes: June 13, 2018

D. Old business: discuss stormwater RFP draft

E. New business discuss development of Memorandum of Understanding regarding future sewer expansion

F. Miscellaneous business

G. Adjourn

**MINUTES OF THE ISLE OF PALMS  
PLANNING COMMISSION MEETING  
June 13, 2018**

The Isle of Palms Planning Commission met in the City Hall conference room, 1207 Palm Boulevard on June 13, 2018 at 4:30 p.m. Members attending included Ron Denton, Vince DiGangi, Richard Ferencz, Bill Mills, Phillip Pounds and Lisa Safford; the Director of Planning Douglas Kerr was present as well. Lewis Gregory was absent. Mr. Ferencz acknowledged that the press had been notified of the meeting and the agenda for the meeting was posted in City Hall and the Building Department to comply with the Freedom of Information Act.

**PUBLIC COMMENTS**

Ms. Ann Van Harlington, 100 block of Carolina Boulevard, explained that SCDOT has been working in their area cleaning out the drain boxes and the ditches and they have indicated that they would be doing more work next week and a supervisor would be coming out to inspect the backflow valve, but she has doubts about whether the existing valve can be used to resolve the issues of tidal water backflowing into the ditch. She added that there are two such valves and she was not sure that the SCDOT was investigating the correct valve that is associated with their neighborhood's drainage system.

The Commission thanked Mr. Van Harlington for the update.

**APPROVAL OF MINUTES**

Mr. Ferencz explained that the next item on the agenda was the approval of the May 9, 2018 minutes. Mr. Mills made a motion to approve the minutes as submitted and Mr. DiGangi seconded the motion. The vote was unanimous in favor of the motion.

**DISCUSSION OF STORMWATER REQUEST FOR PROPOSALS DRAFT**

Mr. Kerr explained that since their last regular meeting, he had prepared a draft request for proposals for the design, permitting, surveying and construction oversight for a comprehensive redesign of the drainage outfalls at 30<sup>th</sup> Avenue, 3605 Waterway Boulevard and 41<sup>st</sup> Avenue.

Mr. Kerr explained that before the group got too far into the details of the draft he wanted to get guidance on two over-arching questions; first is a request for proposals (RFP) the route to proceed instead of a request for qualifications (RFQ); secondly, what should the stated design standard be: 10-year flood, 100-year flood, Hurricane Joaquin or Hurricane Irma?

The group discussed the advantages and disadvantages of the RFP and RFQ processes and Mr. Kerr stated that he brought the question up because in reviewing the documents with Charleston County, they indicated that they used the RFQ process instead of the RFP process. After discussion, the group generally agreed that they preferred the RFP process as they felt it would probably result in more focused response and ultimately result in drainage relief coming quicker.

On the second issue of what the design standard should be, Mr. Kerr explained that in discussing the development of the request with David Stevens, Mr. Stevens expressed concern about how different firms would proceed and the fact that some firms will gravitate towards the simplest design because of the initial cost savings and the likelihood the City will proceed with the cheapest option. He explained that Mr. Stevens indicated that in his design work for phase one and two the unwritten goal was to avoid any structural damage due to flooding during a major storm event like Hurricanes Irma and Joaquin, which he said the project met this goal. Mr. Stevens indicated that meeting this goal would be even more challenging in the areas of this future project because the ground is lower and there are a lot of homes that are not elevated.

Mr. Kerr explained that in discussing the different options and borrowing from Mr. Stevens' guidance on phase one and two, he made the stated goal to be that the design would be to a level that would have kept flood waters associated with Hurricane Irma from damaging houses within the associated drainage basins. In subsequent conversations with the Charleston County and Isle of Palms staff, he was beginning to wonder if Hurricane Joaquin should be the standard, as it resulted in more home damage and the flooding was caused by rainfall, where most of the flooding associated with Irma was caused by an unusual surge and not rainfall.

After some discussions of the two storms, the group agreed that they wanted the objective to be based on the flooding associated with Joaquin, not Irma.

Mr. DiGangi stated that he thought the proposal should reference that respondents should be "professional engineering firms" instead of "qualified civil engineers" and that the instead of "consultant" the word "firm" should be used. The group agreed and Mr. Kerr indicated that he would make these changes.

Mr. Ferencz explained that he believed the scope of work should include identifying key performance indicators of the design and a time line of how the design and construction work should proceed. The group agreed with this and Mr. Kerr indicated that he would include this.

Mr. DiGangi explained that there was a repetition in the list of disciplines the firm should possess and he thought the list should include a hydrologist. The group agreed with this and Mr. Kerr indicated that he would include this.

Mr. Ferencz explained that he thought the firm should be tasked with pursuing grant funding, if it is available. Mr. Kerr stated that grant funding would be hard to predict what would be available and that typically this work is awarded as a change order, but that the proposal could include identifying grants and foreshadow that the firm could be expected to enter into an agreement to pursue funding. The group agreed with this and Mr. Kerr indicated that he would include this.

Mr. Ferencz explained that he did not want the group to go in a direction and dedicate a lot of work to something that will not have City Council's support. He explained that he felt that the RFP should be reviewed and discussed by City Council prior to going out. Mr. Kerr stated that the project has been included in the upcoming budget, so there has been a show of support, but he agreed that it would be useful to keep them involved throughout the project. He explained that he would discuss how to best approach City Council with the City Hall staff and report back.

The group agreed with this strategy and agreed to review a more complete bid package at their next meeting.

## **DISCUSS LOT COVERAGE RECOMMENDATIONS**

Mr. Kerr explained that at the last meeting, the Planning Commission agreed to review the impervious surface recommendations. He explained that there was a redline draft in the packet and the changes are: the limit of how much fill can be brought in will be limited to one foot above the road instead of existing grade; the requirement to be 50% vegetated has been deleted and the language that was included for clarity when the septic ordinances were being considered has been eliminated.

The group reviewed the changes and Mr. Ferencz stated he thought the wording that defines "structures" as an "impervious material" was improper English. Mr. Kerr suggested that the word "material" be changed to "surface" throughout and the group agreed.

The group agreed that they were ready to move the recommendation forward to City Council. Mr. Kerr stated that a point has been made of having the Commission looking at all changes prior to going to Council and asked if they wanted to review it a final time before sending forward a recommendation. The group agreed to do this via email.

Planning Commission minutes  
June 13, 2018  
Page 4

Mr. Denton made a motion to recommend that City Council adopt the proposed amendments and Mr. Pounds seconded the motion. The vote was unanimous in favor of the motion.

### **MISCELLANEOUS BUSINESS**

Mr. Ferencz asked about the status of the MOU. Mr. Kerr answered that as far as he knew, no work had been done on the main MOU, but that a smaller MOU had been entered into to allow for the hiring of Thomas and Hutton to update the plans to sewer the island and the City would participate in this project.

Mr. Mills asked if this would be one of Ms. Tucker's tasks in her role as City Administrator Emerita. Mr. Kerr answered yes.

### **ADJOURNMENT**

With there being no further business, the meeting was adjourned at 5:55 p.m.  
Respectfully submitted, Richard Ferencz, Chairman

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

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

### Background

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

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

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

### Objectives

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

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

## Scope of Work

1. The chosen consultant firm will be expected to collect and analyze whatever information or data is necessary to fully understand the quantity of stormwater each outfall will handle. This will include prior construction work, prior maintenance work, identifying problem areas, and any other information necessary to anticipate future infrastructure improvements within the drainage basins flowing through these outfalls.
2. The chosen consultant firm will provide a survey of all ditches and drainage structures associated with the three outfalls from the Intracoastal Waterway to Waterway Boulevard to include at least 100 feet inland (southwest) from Waterway Boulevard. The survey must include all property line boundaries, wetlands, critical area delineations, utilities, topography to one-foot intervals, drainage structures, pipe inverts, and any other structures within the system.
3. Once the background data has been gathered and analyzed, the chosen consultant 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 Irma/Joaquin from damaging houses within the associated drainage basins. The firm should provide a list of key performance indicators and the expected performance of each alternative.
4. Once the City has reviewed the various concepts and identified the level of service the future work should provide, the chosen consultant firm will be directed to develop a finalized engineering design to meet those objectives and provide the basis for bidding the construction of the improvements.
5. The chosen consultant firm will be expected to secure permits through all applicable agencies including OCRM, US Army Corps of Engineers, Charleston County, SCDOT, and the City.
6. The chosen consultant firm will be expected to provide final budget estimates to assist the City in assembling adequate funding to complete the improvement.
- 6-7. The chosen firm will be expected to help the City identify potential grant funding and be prepared to pursue grants for a fee to be negotiated on a per project basis.
8. The chosen consultant firm will be expected to advise the City on whether or not the work could be prioritized to identify immediate smaller projects that could provide stormwater relief in the near term, while the City works to assemble the funding for more costlier long term improvements.
- 7-9. The chosen firm will be expected to provide a proposed timeline for all work involved with the project.
- 8-10. The chosen consultant firm will be expected to provide a complete bidding package that would allow the City to go through the procurement process and choose a qualified contractor to complete the work.

11. The chosen consultantfirm will be expected to provide a cost estimate for project administration, with the understanding that some construction could be years away and not contracted for until the time of construction.

9-12. The chosen firm will be expected to present findings of each stage of the project to at least three different City boards. The cost for presenting should be included in the proposal.

### Qualifications

The consultantfirm 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 Civil engineering and designing
- ~~Construction cost estimating~~

The consultantfirms 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 selected consultantfirm on this project, the City may elect to extend the contract to include future tasks associated with the redevelopment.

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

Questions may be submitted via email to [dkerr@iop.net](mailto:dkerr@iop.net) until 3:00 p.m. Eastern Standard Time, Thursday, July 18, 2018 after which time all questions will be answered on an addendum posted to the City's website at [www.iop.net](http://www.iop.net).

The deadline for submission is 10:00 a.m. Eastern Standard Time, Monday, August 1, 2018. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFP 2018-xx "Isle of Palms Drainage Phase 3; Outfall Design and Permitting" and include one (1) hard copy and one (1) electronic copy saved to a compact disc (CD). The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

PLANNING COMMISSION REVIEW FOR JULY 11 SHOULD END HERE. BIDDING DETAILS, MAPS, AND AGREEMENT WILL BE ADDED PRIOR TO RELEASE

### Proposal Process

Bid packets can be picked up at:

City of Isle of Palms City Hall



1207 Palm Boulevard  
Isle of Palms, South Carolina 29451

Or [www.iop.net](http://www.iop.net)

Mandatory Bid Meeting??

Proposals should be submitted to the following:

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

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 of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (included 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 nonacceptance 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 RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

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 reject any and all bids and to waive irregularities.

## "Douglas Kerr"

---

**Subject:** FW: Special Assignment

**Attachments:** Overall Goal.docx; Fully Executed MOU w IOP Water & Sewer related to the Thomas & Hutton Study.pdf

=====

Douglas, As you know with your assistance, the Planning Commission has done a great volume of comprehensive work on the issue of public sewer, septic tanks and grinder pumps. Their knowledge and input regarding expectations and deliverables in a formalized document of cooperation between the City of Isle of Palms and the Water and Sewer Commission will be value added as the future Memorandum of Understanding (MOU) is being developed.

Based on the knowledge gained in their many months of work, I would very much like to have dialogue at the meeting on July 11th to hear each of the Planning Commission member's ideas on what should be included in the future MOU. My hope is to take into account that feedback, along with expectations that were expressed in the meeting between the City and IOP Water and Sewer on March 21, 2018, and develop a draft for the Planning Commission's review and further input/reaction. As the Chair requested, I will work with the Planning Commission on the draft/drafts in advance of providing a copy to IOP Water and Sewer. I have reached out to set an appointment to meet with Kristen Champagne to get her ideas as well and to also make sure the City is included in the kick off meeting and also the project update meetings on the recently executed Memorandum of Agreement relative to sharing the cost of the Thomas & Hutton study. I have attached for the Planning Commission a copy of this initial MOU in case they may not have seen it. The Thomas & Hutton study will review the portions of the island without public sewer and make recommendations for accomplishing extending sewer service to these areas.

Relative to the future MOU, a draft overall goal is attached for review and consideration by the Planning Commission as well. On July 11<sup>th</sup>, as part of the Commission meeting, the following is hoped for:

- Input/ideas regarding components of the Memorandum of Understanding and deliverables as a result
- Review and discussion of the draft overall goal

Thank you, Linda

Linda Lovvorn Tucker  
City Administrator Emerita  
City of Isle of Palms

Post Office Box 508 (mailing)  
Isle of Palms, South Carolina 29451  
City Hall 843 886 6428  
Mobile 843 224 4916  
Email [ltucker@iop.net](mailto:ltucker@iop.net)

STATE OF SOUTH CAROLINA ) MEMORANDUM OF UNDERSTANDING  
COUNTY OF CHARLESTON )

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Isle of Palms (City) and the Commissioners of Public Works of the City of Isle of Palms doing business as the IOP WSC, (“WSC”).

## BACKGROUND OF MOU

1. The City and WSC have jointly expressed an interest in investigating the requirements necessary to provide sewer service to the areas of the Isle of Palms not presently receiving sewer service from the WSC.
2. The City and WSC agree that the first step in determining the feasibility of providing such sewer service is to have an engineering firm prepare a study of what facilities and infrastructure would be necessary to provide such service.
3. Thomas and Hutton Engineers prepared the initial/sewer master plan for the WSC in the 1990s and continues to advise and assist the WSC in providing engineering services for its water and sewer services.
4. At WSC's request, Thomas and Hutton prepared a proposal to study the unsewered portion of the Island and to make recommendations from an engineering perspective of how to accomplish the task. Attached to this MOU is the Thomas and Hutton Proposal. The cost for such study is \$38,600.00.

5. The City and WSC agree to divide the cost equally so that both the City and WSC will pay \$19,300.00 for the cost of this study. WSC will pay Thomas and Hutton for the study, and the City agrees to reimburse WSC for the study in the amount of \$19,300.00 within 30 days of receiving an invoice from WSC, after the study has been completed and a copy of the study has been furnished to the City.

6. The City and WSC agree that a designated representative from the City shall attend the kick-off meeting/workshop described in Task 1 and the project update meetings to be held at the completion of Tasks 2, 4 and 5 as set forth in the Thomas and Hutton Proposal. Such meetings shall be scheduled in accordance with the anticipated time frames provided in Section 2, "Periods of Services," of the Proposal.

NOW, therefore, the City and WSC agree to the aforesaid terms of this MOU and the City requests WSC to sign the Thomas and Hutton Proposal as attached hereto and proceed as diligently as possible with getting this study completed and a copy of said study presented to the City for its consideration.

In Witness Whereof, the parties hereto have duly approved this MOU and their respective representatives have duly signed, sealed, and delivered this MOU as of the dates indicated by each parties' signature.

Date: 5-30-2018

CITY OF ISLE OF PALMS

By: 

Mayor, City of Isle of Palms

IOP WSC

Date: 5-30-2018

By: 

Dana Love, Chairman

# THOMAS & HUTTON

682 JOHNNIE DODDS BOULEVARD, SUITE 100 | POST OFFICE BOX 1522  
MT. PLEASANT, SC 29464 | 843.849.0200  
WWW.THOMASANDHUTTON.COM

May 10, 2018

Ms. Kristen J. Champagne, P.E.  
General Manager  
Isle of Palms Water & Sewer Commission  
P. O. Box 528  
1300 Palm Boulevard  
Isle of Palms, SC 29451

Re: IOPWSC Engineering Services  
Task Order No. 18-01  
Update Sewer Master Plan

Dear Ms. Champagne:

Please find enclosed Task Order No. 18-01 for engineering services related to updating the Isle of Palms Water & Sewer Commission (IOPWSC - Owner) Sewer Master Plan for the Island. Our services will consist of addressing sewer service to un-sewered areas along with required system improvements and providing opinions of cost for said improvements.

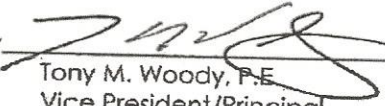
We understand that the schedule is tight, therefore we will commence immediately upon receipt of a signed task order/notice to proceed.

If acceptable, execute both copies and return one to us. We look forward to serving the Commission. We are immediately available to proceed.

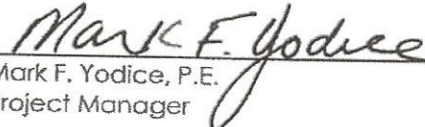
Sincerely,

**THOMAS & HUTTON ENGINEERING CO.**

By

  
Tony M. Woody, P.E.  
Vice President/Principal

By

  
Mark F. Yodice, P.E.  
Project Manager

MFY/ala  
Enclosure: Task Order 18-01

\_\_\_\_ Owner's Initials

 Consultant's Initials



**TASK ORDER NO. 18-01  
SUPPLEMENTAL AGREEMENT  
BETWEEN OWNER AND ENGINEER  
May 10, 2018**

Task Order No. 18-01 is a supplement to our Master Agreement between the Isle of Palms Commissioners of Public Works a.k.a. The Isle of Palms Water & Sewer Commission (Owner) and Thomas & Hutton Engineering Co. (Consultant). The terms and conditions of the Master Agreement shall govern the mutual responsibility of the parties hereto unless specifically amended by this Task Order.

The Owner and the Consultant for the considerations set forth in the aforesaid MASTER AGREEMENT and this TASK ORDER further agrees as follows.

**PROJECT DESCRIPTION**

Whereas, Owner (IOPWSC) has retained Consultant to perform certain engineering services in connection with updating the Island's Sewer Master Plan for servicing the Isle of Palms, South Carolina. Our services consist of the tasks outlined in the Scope of Services.

**SERVICES**

Our Services include the Master Plan Phase and Additional Services as outlined in the General Provisions. A detailed description of the services for each phase is listed in the "Scope of Services" attached.

It is understood and agreed that this Agreement does not contemplate handling of or design, including use of asbestos or any hazardous waste material. Therefore, Owner agrees to hold harmless, defend and indemnify Consultant for all claims, lawsuits, expenses, or damages originating from or related to the handling, use, treatment, purchase, sale, storage or disposal of asbestos or any hazardous waste materials, or hazardous materials in general.

\_\_\_\_ Owner's Initials

*mfy* Consultant's Initials

**TASK ORDER NO. 18-01  
SUPPLEMENTAL AGREEMENT  
BETWEEN OWNER AND ENGINEER  
May 10, 2018**

Task Order No. 18-01 is a supplement to our Master Agreement between the Isle of Palms Commissioners of Public Works a.k.a. The Isle of Palms Water & Sewer Commission (Owner) and Thomas & Hutton Engineering Co. (Consultant). The terms and conditions of the Master Agreement shall govern the mutual responsibility of the parties hereto unless specifically amended by this Task Order.

The Owner and the Consultant for the considerations set forth in the aforesaid MASTER AGREEMENT and this TASK ORDER further agrees as follows.

**PROJECT DESCRIPTION**

Whereas, Owner (IOPWSC) has retained Consultant to perform certain engineering services in connection with updating the Island's Sewer Master Plan for servicing the Isle of Palms, South Carolina. Our services consist of the tasks outlined in the Scope of Services.

**SERVICES**

Our Services include the Master Plan Phase and Additional Services as outlined in the General Provisions. A detailed description of the services for each phase is listed in the "Scope of Services" attached.

It is understood and agreed that this Agreement does not contemplate handling of or design, including use of asbestos or any hazardous waste material. Therefore, Owner agrees to hold harmless, defend and indemnify Consultant for all claims, lawsuits, expenses, or damages originating from or related to the handling, use, treatment, purchase, sale, storage or disposal of asbestos or any hazardous waste materials, or hazardous materials in general.

\_\_\_\_ Owner's Initials

*mfy* Consultant's Initials



TASK ORDER NO. 18-01

THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND ISLE OF PALMS WATER & SEWER COMMISSION (OWNER)  
UPDATE SEWER MASTER PLAN

MAY 10, 2018

**PAYMENT FOR SERVICES**

Payment for services shall be based on:

<u>Description</u>	<u>Type of Fee</u>	<u>Amount of Fee</u>
Master Plan Phase:		
Task 1 - Data Collection	Time & Expense	Budget \$ 5,500.00
Task 2 - Base Update	Time & Expense	Budget \$ 4,200.00
Task 3 - Generalized Lift Sta. Assessment	Time & Expense	Budget \$ 8,500.00
Task 4 - WWTP	Time & Expense	Budget \$ 6,800.00
Task 5 - Recommended Improvements	Time & Expense	Budget \$ 9,000.00
Task 6 - Final Document	Time & Expense	Budget \$ 4,000.00
Reimbursable Expenses	Time & Expense	Budget \$ 600.00
Additional Services (as requested)	Time & Expense	Consultant Services Rate Sheet

In Witness Whereof, the parties hereto have made written and executed this Task Order as of the day and year above written.

**OWNER:**

The Isle of Palms Commissioners of Public Works  
(a.k.a. The Isle of Palms Water & Sewer Commission)

BY: \_\_\_\_\_  
Kristen J. Champagne, P.E.

TITLE: General Manager

DATE: \_\_\_\_\_

**CONSULTANT:**

Thomas & Hutton Engineering Co.

BY: Mark F. Yodice  
Mark F. Yodice, P.E.

TITLE: Project Manager

DATE: 5-10-2018

BY: Tony M. Woody  
Tony M. Woody, P.E.

TITLE: Vice President/Principal

DATE: 5-10-18

**Attachments:**

1. Scope of Services
2. General Provisions
3. Consulting Services on a Time & Expense Basis Rate Sheet

\_\_\_\_\_  
Owner's Initials  
mfy  
Consultant's Initials

### SCOPE OF SERVICES

This document describes Thomas & Hutton's scope of services for updating the Isle of Palms Sewer Master Plan for the Isle of Palms Water and Sewer Commission. The purpose of the Sewer Master Plan Update is to make current the overall wastewater service, treatment, and disposal plan, and to develop associated costs for the Island's future sanitary sewer system. The Sewer Master Plan Update will build upon the plans and programs that the Commission already has in place.

The major elements of the Sewer Master Plan Update are to:

- Develop wastewater load projections.
- Develop plan to sewer un-sewered areas.
- Confirm that the system has adequate capacity to handle flows.
- Show gravity extensions, proposed new pump stations, existing station upgrades, new force mains, and related updates.
- Develop wastewater treatment and disposal plan.

#### 1. SCOPE OF SERVICES

The following tasks comprise Thomas & Hutton's proposed scope of work for the Sewer Master Plan Update. Each task description also includes a list of anticipated deliverables for the task. The deliverables can be provided electronically. The Commission's comments on draft deliverables will be incorporated into the final Sewer Master Plan Update.

##### A. Task 1: Data Collection/Field Review

Meet with the Commission to hold a kick-off meeting/workshop. Review the existing Master Plan, review the available video inspections and other Commission system evaluations, utility map sets from existing geographical information system (GIS), and other records useful to the understanding of the Commission's wastewater collection system changes from the last plan including:

- As-built drawings.
- GIS base map files that may include:
  - Pipe size and material.
  - Manhole data.
  - Force mains.
  - Lift station information.
- Lift station information including design and operating features, pumping capacity, storage volume, wet well retention time, and related features.
- Historic SCADA data (wet well levels, pump operations, etc.)
- Any available O&M records for leaks, repairs, and replacements.
- Any available CCTV data.

Discuss the Commission's specific concerns for the Project and receive their input into the final Master Plan.

**Deliverable: Summary Document**

\_\_\_\_ Owner's Initials

*mfy* Consultant's Initials

**B. Task 2: Base Update and Data Analysis**

**1. Sewer System Data Update**

Thomas & Hutton shall add newly completed projects to the base information using GIS files or AutoCAD files provided by the Commission:

- Pipe size and material.
- Manhole location and data (frame and invert elevations).
- Force main locations.

Data should be used in a sewer model platform that is compatible with the Commission's GIS system.

**2. Sewer System Flow Development**

- Develop the existing system's flow based on historical data for pump stations and the wastewater plant.

**3. Sewer Flow Projections**

- Determine flow projections.
- Projections shall be based upon land use shown on the General Zoning Plan from the City of Isle of Palms and Specific Development Plans known to the Commission.

A project update meeting will be held at the end of Task 2.

**Deliverable: Memorandum Summarizing Findings**

**C. Task 3: Generalized Lift Station Assessment**

Perform a generalized flow assessment of lift stations (new and existing). The assessment shall include the following:

- Capacity.
- Redundancy.

**Deliverable: Lift Station Inventory Report**

**D. Task 4: Wastewater Treatment Plant (WWTP)**

From projection of future flows, develop a concept plan to treat wastewater and dispose of treated effluent. Develop opinions of probable cost to implement treatment and disposal needs.

A project update meeting will be held at the end of Task 4.

**Deliverable: Treatment Plan**

\_\_\_\_ Owner's Initials

*mfy* Consultant's Initials



**E. Task 5: Develop Recommended Improvements**

Identify improvements necessary to address the necessary existing system upgrades as well as new facilities required for providing sewer service to un-sewered areas. Provide phasing of improvements, capital cost estimates, and a suggested implementation schedule.

A project update meeting will be held at the end of Task 5.

**Deliverable: Prioritize Improvements Required and Cost Estimates**

**F. Task 6: Final Documents**

Summarize findings and exhibits from Tasks 1-5 into a final document. The final document will be in the form of a technical memorandum to summarize the plan and costs.

**Deliverable: Technical Memorandum**

**G. Exclusions**

Items not included in the Scope of Services are as follows:

- Easement acquisition or appraisals, property title searches, title investigation.
- Survey services, design services, and modeling services.
- Hazardous material handling.
- Phase One (1) or Phase Two (2) Environmental Assessments.
- Geotechnical investigation.
- Construction contract administration.
- Act as an expert witness for legal activities.
- Telephones, cable television, gas, and power distribution systems relocation.
- Full-time construction services.
- Stormwater Pollution Prevention Plan (SWPPP) weekly inspections.
- Weekly meetings.

These items can be completed if requested by the Owner.

**H. Additional Services**

Shall include the items specified in the General Provisions when authorized in writing by the Owner.

\_\_\_\_ Owner's Initials

*mfy* Consultant's Initials

**TASK ORDER NO. 18-01**

**THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND ISLE OF PALMS WATER & SEWER COMMISSION (OWNER)**

**UPDATE SEWER MASTER PLAN**

**SCOPE OF SERVICES**

**MAY 10, 2018**

**2. PERIODS OF SERVICES**

**A. Master Plan Phase**

This Phase will commence upon written notice by the Owner and will terminate upon written notice from the Owner. Progress is somewhat dependent upon availability and response from the Owner and the City of Isle of Palms, but the anticipated time frames for each task are:

- Task 1-2: 15 working days
- Task 3: 10 working days
- Task 4: 15 working days
- Task 5: 15 working days
- Task 6: 10 working days
- Total: 65 working days**

\_\_\_\_ Owner's Initials  
mrf Consultant's Initials

MAY 10, 2018

NOTE: STRIKE-THRU REFERENCED BELOW ARE PROVISIONS THAT THE OWNER HAS REQUESTED TO BE DELETED.

PAYMENT FOR SERVICES

For services rendered, Owner shall pay Consultant as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses. A cost estimate for these items shall be provided to the Owner in advance of work being performed.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

Consultant reserves the right to suspend work hereunder or any other work to be performed by Consultant for Owner or any of its affiliates under a separate agreement or agreements with Consultant in the event of delinquent payment by Owner to Consultant hereunder or in the event of delinquent payment by Owner or its affiliates to Consultant under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the Owner; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the Owner; or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the Owner.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. The Consultant shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project Owner at reasonable times.

OWNER'S RESPONSIBILITIES

A. Access

Owner shall make provisions for the Consultant to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. Owner's Representative

The Owner shall designate in writing one person to act as Owner's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

The Owner is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The Consultant will notify

the Owner regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

The professional services performed under this Agreement, as defined in the scope, shall be consistent with sound engineering practices and shall incorporate federal, state, and local regulations and standards that are applicable at the time the Consultant rendered his services.

Consultant will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

MISCELLANEOUS

A. Opinions of Probable Costs

Since the Consultant has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by him.

B. CADD Files

~~Information supplied to the Consultant for use on the project will be in AutoCAD 2008 format or later version. Translation of files or entering data into a compatible format is beyond the scope of the contract. CADD files generated by the Consultant will be in accordance with the Consultant's CADD specifications.~~

C. Limits of Liability

~~Services to be performed by the Consultant under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Consultant toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agent, officers, employees, insurers, or sureties of any of them.~~

~~The Owner agrees to limit the Consultant's and its employees' liability to the Owner and to all construction Contractors and subcontractors on the project, due to the Consultant's negligent acts, errors, or omissions, such that the total aggregate liability of the Consultant to those named shall not exceed \$50,000, or the Consultant's total fee for services rendered on the project described in this contract, whichever is greater. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.~~

D. Acts of Others

The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Consultant shall not be responsible for the

Owner's Initials

mfy  
Consultant's Initials



NOTE: STRIKE-THRU REFERENCED BELOW ARE PROVISIONS THAT THE OWNER HAS REQUESTED TO BE DELETED.

failure of Contractor(s) to perform the work in accordance with the Contract Documents.

The Consultant shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s), or sub-contractors' agents, or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release Consultant from liability for failure to perform properly the duties undertaken by Consultant in the Contract Documents.

The Consultant shall not be responsible for the acts or omissions of any Contractor, or sub-contractor, or any of the Contractor(s), or sub-contractors' agents, or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained herein shall be construed to release Consultant from liability for failure to perform properly the duties undertaken by Consultant in the Contract Documents.

The Consultant shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals involved in the project. Unless specifically stated otherwise, the Consultant's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. The Owner/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is the Consultant responsible for any portion of the building, especially as it relates to moisture or mold.

#### **E. Indemnification**

~~In addition, and notwithstanding any other provisions of this Agreement, the Client agrees to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct by the Consultant.~~

#### **F. Applications for Permits and Certificates Requested on Behalf of Owner**

~~The Owner shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Consultant's personnel to assist in the defense of the issuance of the permit or certificate.~~

#### **G. Termination**

Either party may terminate this Agreement by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Consultant shall be paid for services performed to the date of termination, including reimbursements then due.

#### **H. Abandoned or Suspended Work**

If any work performed by the Consultant is abandoned or suspended in whole or in part by the Owner, other than for default by the Consultant, the Consultant shall be paid for services performed prior to receipt of a written notice from the Owner of such abandonment or suspension in an amount equal to work performed as of the date of abandonment or suspension.

#### **I. Signage - Not Applicable**

~~Owner agrees to allow Consultant to place a sign on the job site during construction. The sign will indicate that the Consultant performed site design. Consultant is responsible for the sign installation and removal.~~

#### **J. Additional Services of Consultant**

If authorized by Owner in writing, Consultant shall furnish or obtain from others, Additional Services of the following types that are not considered normal or customary Basic Services.

1. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
2. Furnish the services of special consultant for other than the civil or structural engineering defined in the scope of services. Special services include services such as mechanical or electrical engineering, geotechnical exploration, underwater investigation, laboratory testing, and inspections of samples, materials, and equipment.
3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing, or other legal or administrative proceeding involving the project.
4. Defending the issuance of any permit or certificate for the project. Services for the defense against third party actions opposing or appealing the issuance of any permit or certificate for the Project will commence with receipt of notification of the action.
5. Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
6. If requested by Owner and agreed to in writing, a Resident Project Representative will be furnished and will act as directed by Consultant in order to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress by the Resident Project Representative, Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of Contractor(s). However, the furnishing of such representation will not make Consultant responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions or programs, or for Contractor(s), failure to perform their work in accordance with the Contract Documents.

#### **K. Amendment**

This Agreement for Services can be amended by addenda if agreed to in writing and signed by both parties.

Owner's Initials

*mFy* Consultant's Initials





# THOMAS & HUTTON

## Consulting Services on a Time and Expense Basis

January 1, 2018

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2018 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/Administrative
\$ 235.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 215.00	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 195.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V Survey Party (3-Men)	Landscape Architect V	GIS Manager V		
\$ 180.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 160.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 150.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II	Landscape Architect II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 140.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I Survey Party (2-Men)	Landscape Architect I	GIS Manager I	Construction Administrator I	Senior Application Developer I, Software/Computer Consultant I
\$ 130.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 120.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 110.00	Designer II Engineering Technician II	Staff Surveyor III	Landscape Designer II	GIS Analyst II		Application Developer II
\$ 105.00	Designer I Engineering Technician I	Survey Party (1-Man) Staff Surveyor II Survey Technician III	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 95.00	CADD Technician III	Staff Surveyor I	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 90.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 85.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 80.00						Admin II
\$ 75.00						Admin I
\$ 400.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1-1/2 times the individuals charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at \$0.55 per mile and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2019, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

Owner's Initials

Consultant's Initials

mfy



## **Overall Goal**

The City of Isle of Palms and the Commissioners of Public Works of the City of Isle of Palms (IOP WSC) commit to improving the barrier island environment, increasing sustainability and improving property values by using the best engineering data available by partnering to systematically expand the Isle of Palms Water and Sewer Commission's public sewer system in a planned, engineeringly sound sequence which is economically viable, causing the least financial hardship and maximizing the infusion of grant resources to aid in mitigating costs.

DRAFT