### City of Isle of Palms, South Carolina Request for Bids (RFB) 2018-03 Managed Beach Parking Sign Fabrication and Installation

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for the fabrication and installation of street signs throughout the City as part of the City's managed beach parking program. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

### Scope of Work

The successful Bidder shall provide all equipment, labor, materials, supervision, warranties and insurances necessary for the manufacturing and installation of the updated managed beach parking signage throughout the City as outlined in the "Managed Beach Parking Signage Plan" prepared by Stantec Consulting Services, Inc., dated June 13, 2018. The City has been issued an encroachment permit by SCDOT for the installation of the signage. All work on the project shall be in accordance with the requirements of the SCDOT permit. The Bidder will be required to provide a ten-year warranty on all materials and a three-year workmanship warranty on all labor used for the project.

### **Bid Requirements**

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

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality, qualifications, technical expertise, and ability to execute the work. Bidders should supply references for previous clients for whom similar work has been executed.

Bids should be submitted to the following:

Desirée, Interim City Administrator City of Isle of Palms 1207 Palm Boulevard Post Office Box 508 Isle of Palms, South Carolina 29451

**Deadline for Questions:** The deadline for questions is **5:00 p.m. Eastern Time, July 12, 2018**. Bidders should send questions regarding this Request for Bids to Desirée Fragoso, Interim City Administrator, in writing or email to desireef@iop.net . Questions received before this deadline will be answered via addendum posted on the City's website at <a href="http://www.iop.net/requests-for-bids-proposals">http://www.iop.net/requests-for-bids-proposals</a> . Questions received after this deadline will not be answered.

If an addendum is issued, bidders must acknowledge receipt of the addendum with their bids.

**Deadline for Submissions:** The deadline for submission of bids is **11:00 a.m. Eastern Time, July 23, 2018.** Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a

sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2018-03 "Managed Beach Parking Sign Fabrication and Installation" and include one (1) hard copy and one (1) electronic copy saved to USB Flash Drive. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the bidders to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non- acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

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

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14

to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractors or sub-subcontractors. Pursuant to Section 8- 14-60, 'A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or

both.' Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB.

### Bid Form City of Isle of Palms, South Carolina Request for Bids (RFB) 2018-03 Managed Beach Parking Sign Fabrication and Installation Bid Opening: 11:00 a.m. Eastern Time, July 23, 2018

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

Name of Contractor:

	Dollars (\$	)
For the purposes of deductions as sign type below for potential con	nd/or additions, please provide the unit pr tractual adjustments.	rice for each
UNIT PRICE #1: Parallel Parking Only Sign	Unit price per complete sign, installed	\$
UNIT PRICE #2: Double Parking Prohibited Sign	Unit price per complete sign, installed	\$
UNIT PRICE #3: No Trailer Parking Sign	Unit price per complete sign, installed	\$
UNIT PRICE #4: Resident Permit Parking Sign	Unit price per complete sign, installed	\$

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

BY:		(Signature)
		(Print Name)
		(Title)
		(Date)
STATE OF SOUTH CAROLINA COUNTY OF		
Subscribed and sworn to before me in and for the jurisdiction aforesaid, on this	day of	, a Notary Public
My Commission Expires:		

### STATE OF SOUTH CAROLINA ) ) COUNTY OF CHARLESTON )

### AGREEMENT FOR MANAGED BEACH PARKING SIGN FABRICATION AND INSTALLATION

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2016, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation ("City"), and \_\_\_\_\_\_("Contractor").

WHEREAS, City previously contracted with Stantec Consulting Services, Inc. ("Designer") for the study and design of a Managed Beach Parking Signing Plan to effectively identify areas that are appropriate for visitors to the beach to park; and

WHEREAS, the Designer has submitted an application to the South Carolina Department of Transportation ("SCDOT") and been issued an encroachment permit for the installation of such signage (the "Permit"); and

WHEREAS, Contractor was the successful bidder under City's solicitation for bids for the fabrication and installation of the Managed Beach Parking Signing Plan signs for the City; and

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

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

### 1. SCOPE OF WORK.

A. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals necessary to fabricate and install the Managed Beach Parking signs (the "Project") pursuant to the requirements, specifications, and warranties set forth in the Designer's "Managed Beach Parking Signing Plan" dated June 13, 2018 a copy of which is attached hereto as Exhibit I and made a part of this Agreement by reference thereto, and the "Managed Beach Parking

Sign Fabrication and Installation Request for Bids (RFB) 2018-03" a copy of which is attached hereto as Exhibit II and made a part of this Agreement by reference thereto (together the "Bid Documents"). In the event of any conflict between the provisions of this Agreement and the Bid Documents, the terms of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

C. Contractor agrees that the installation of Managed Beach Parking signs shall be in accordance with the requirements set forth in the SCDOT Permit No. 213663 dated June 20, 2018. Contractor shall be responsible for submission of the "Permit Construction Notification" to SCDOT prior to commencement of any work on the Project in accordance with the SCDOT Permit requirements.

D. Contractor agrees to provide the City with a ten-year warranty on all materials used for the Project and a three year workmanship warranty on all labor provided for the Project.

E. Contractor agrees to have all utilities located and marked prior to the installation of signs.

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

3. <u>CHANGE ORDERS</u>. The City has the right to require alterations or changes ("Change Orders") to the Project and in such case Contractor agrees to make such alterations or changes;

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provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

The Contractor shall provide a per unit cost for each installed sign to allow for adjustments up or down in the number of signs to account for changes that the City may make.

4. <u>COMPLETION SCHEDULE</u>. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within <u>forty-five (45) days</u> of receiving the notice to proceed by City. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

5. <u>INSURANCE</u>. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor.

6. <u>PERMITS, FEES AND LICENSES</u>. Contractor agrees to apply for, obtain and pay for all governmental permits, fees, licenses, and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

7. <u>INDEMNIFICATION</u>. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action,

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suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. <u>SITE INVESTIGATION</u>. Contractor acknowledges and agrees that Contractor has inspected the service areas, has reviewed the SCDOT Permit requirements, and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. MEDIATION. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

10. <u>NOTICES</u>. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative:Desirée Fragoso, Interim City AdministratorAddress:1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor] :

Representative: Address:

11. <u>BREACH</u>.

A. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the city.

12. <u>EFFECT OF WAIVER OR CONSENT</u>. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not

a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. <u>SUB-CONTRACT OR ASSIGNMENT</u>. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

14. <u>BINDING AGREEMENT</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. <u>GOVERNING LAW; SEVERABILITY</u>. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

17. <u>SECTION HEADINGS</u>. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

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

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IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:	[Contractor]
(#1 as to Contractor)	 By:
(#2 as to Contractor)	Title:
	The City of Isle of Palms, S.C.
(#1 as to City)	By:
(110)	Title:
(#2 as to City)	

### <u>EXHIBIT I</u>

[Attach Designer's "Managed Beach Parking Signage Plan" dated June 13, 2018]

### <u>EXHIBIT II</u>

[Attach City's Request for Bids 2018-03]

### EXHIBIT III [Attach warranty for materials and workmanship]

	INDEX OF SHEETS				
SHEET NO.	DESCRIPTION	SHEET SUBTOTALS			
1	TITLE SHEET	1			
2	SUMMARY OF ESTIMATED QUANTITIES	1			
3	SIGN DETAILS	1			
4-14	PARKING ZONE KEY SHEETS	11			
15-25	SIGNING PLANS	11			
TOTAL		25			

### PROJECT LIMITS ARE WITHIN CITY OF ISLE OF PALMS CITY LIMITS

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811 SOUTH CAROLINA 811 (SC811)

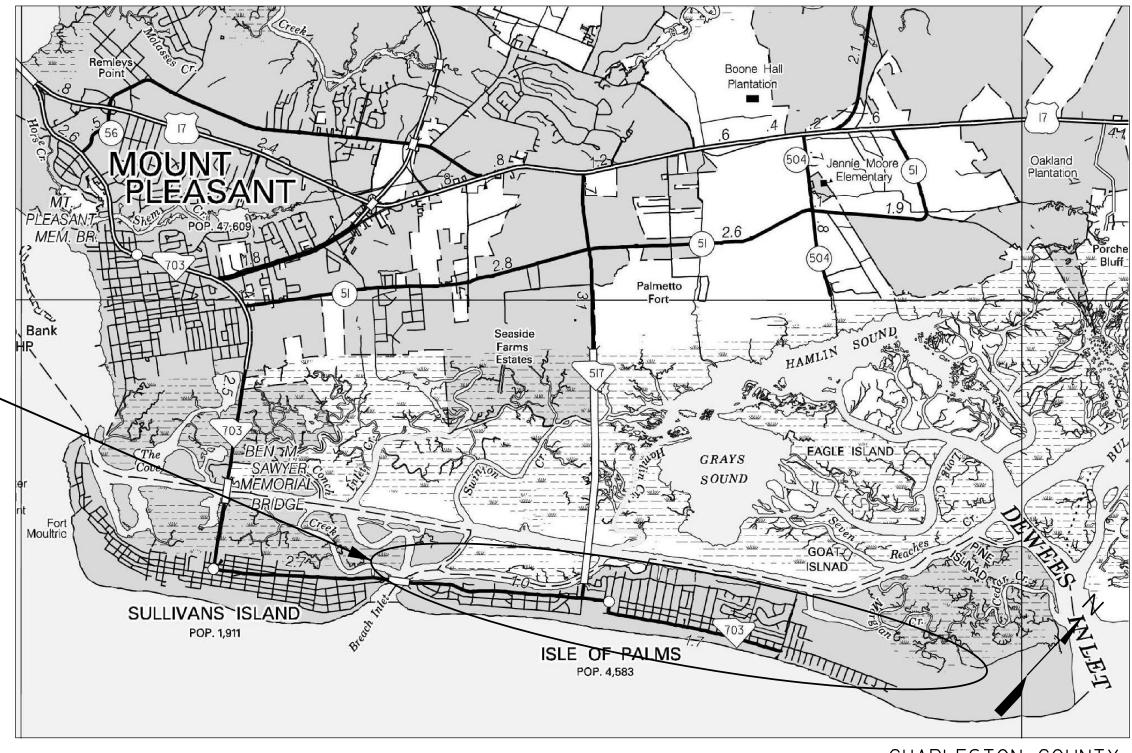
ALL UTILITIES MAY NOT BE A MEMBER OF SC811

RAILROAD INVOLVEMENT? YES / NO



## PROPOSED PLANS FOR <u>CITY OF ISLE OF PALMS</u> VARIOUS ROADS IN CITY OF ISLE OF PALMS LIMITS

MANAGED BEACH PARKING SIGNING PLAN



LAYOUT SCALE 1 INCH = N.T.S. FEET CHARLESTON COUNTY



NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2007 EDITION) AND THE STANDARD DRAWINGS FOR ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

## PRELIMINARY PLANS

Design Reference for these plans is the:

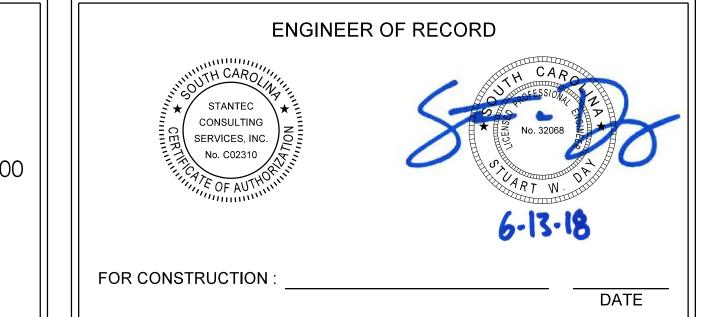
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AASHTO "A Policy on Geometric Design of Highways and Streets"

CONSULTING ENGINEERING FIRM

### **Stantec**

Stantec Consulting Services 4969 Centre Pointe Drive, Suite 200 North Charleston, SC 29418 Tel: 843.740.7700 Fax: 843.740.7707 www.stantec.com



## SUMMARY OF ESTIMATED QUANTITIES

SECTION	ITEM	QUANTITY	UNIT
1031000	MOBILIZATION	1.000	LS
1032010	BONDS AND INSURANCE	1.000	LS
1071000	TRAFFIC CONTROL	NEC	LS
6510105	FLAT SHEET, TYPE III, FIXED SIZE AND MESSAGE SIGN	175.500	SF
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1040.000	LF
6531410	REMOVAL OF U-SECTION POSTS	60.000	EA
6551105	SQUARE TUBING POST 12 GUAGE – 1 3/4" X 1 3/4"		LF

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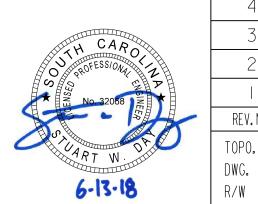
ITEM	QUANTITY	UNIT	COMMENTS
])	NO INCLUSIO	n items	)

PLANS PREPARED BY:



Stantec Consulting Services Inc. 4969 Centre Pointe Drive Suite 200 North Charleston, SC 29418 www.stantec.com





# THE FOLLOWING QUANTITIES ARE NOT SHOWN IN DETAIL ON THE PLANS BUT ARE INCLUDED IN THE SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.

SHEET NO.

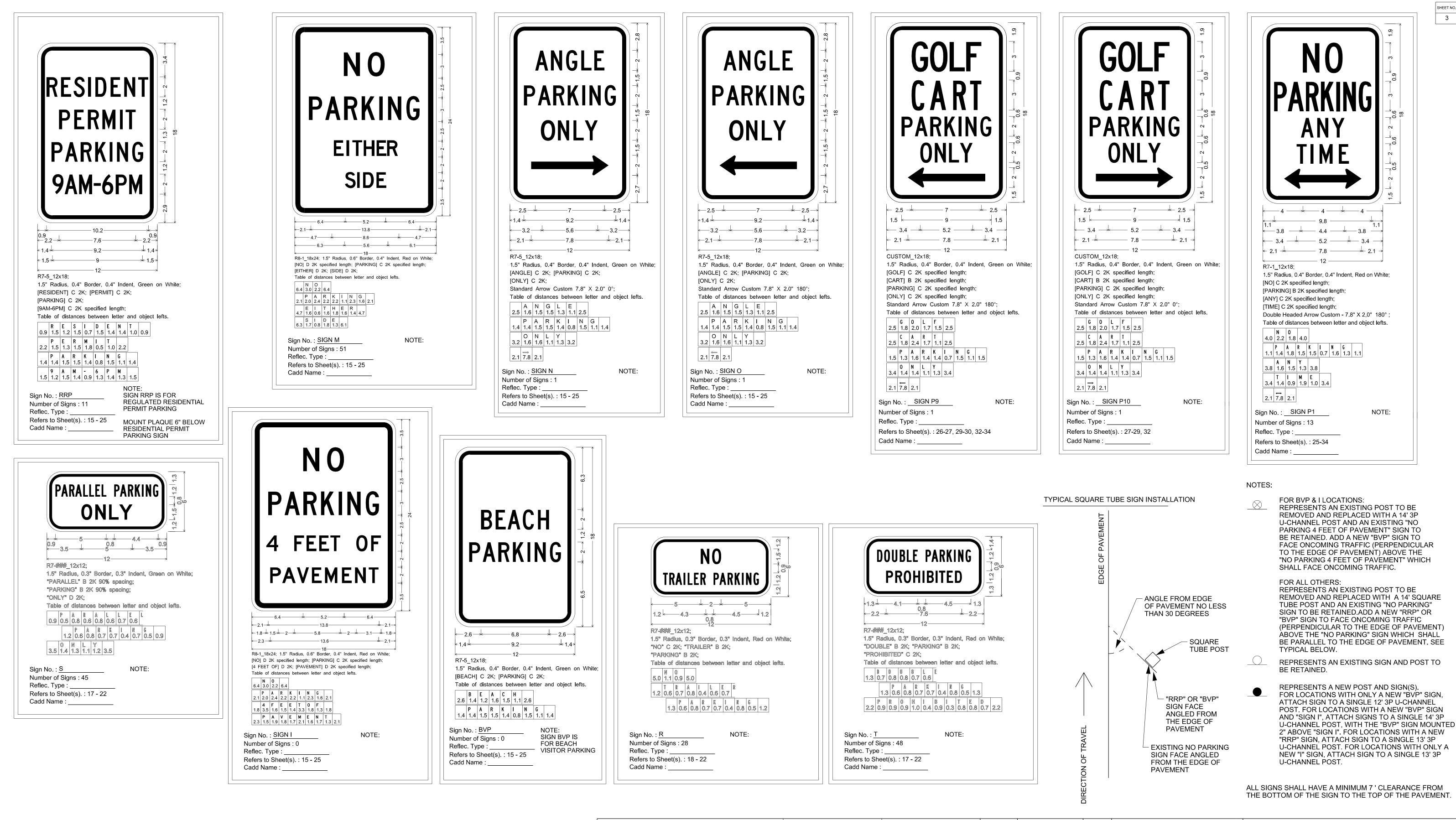
### GENERAL INCLUSIONS

### PROJECT NOTES

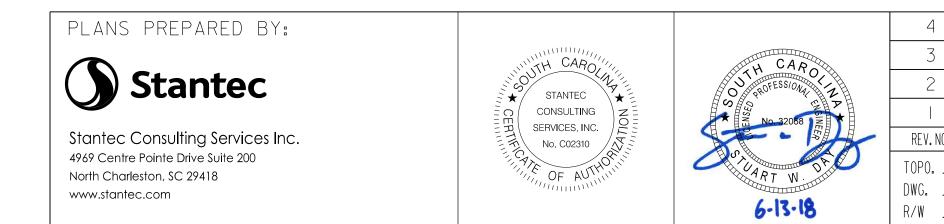
1. SURVEY INFORMATION

ALL SURVEYS ARE APPROXIMATE. NO CONTROL HAS BEEN ESTABLISHED FOR THIS PROJECT.

)				CITY OF ISLE OF PALMS
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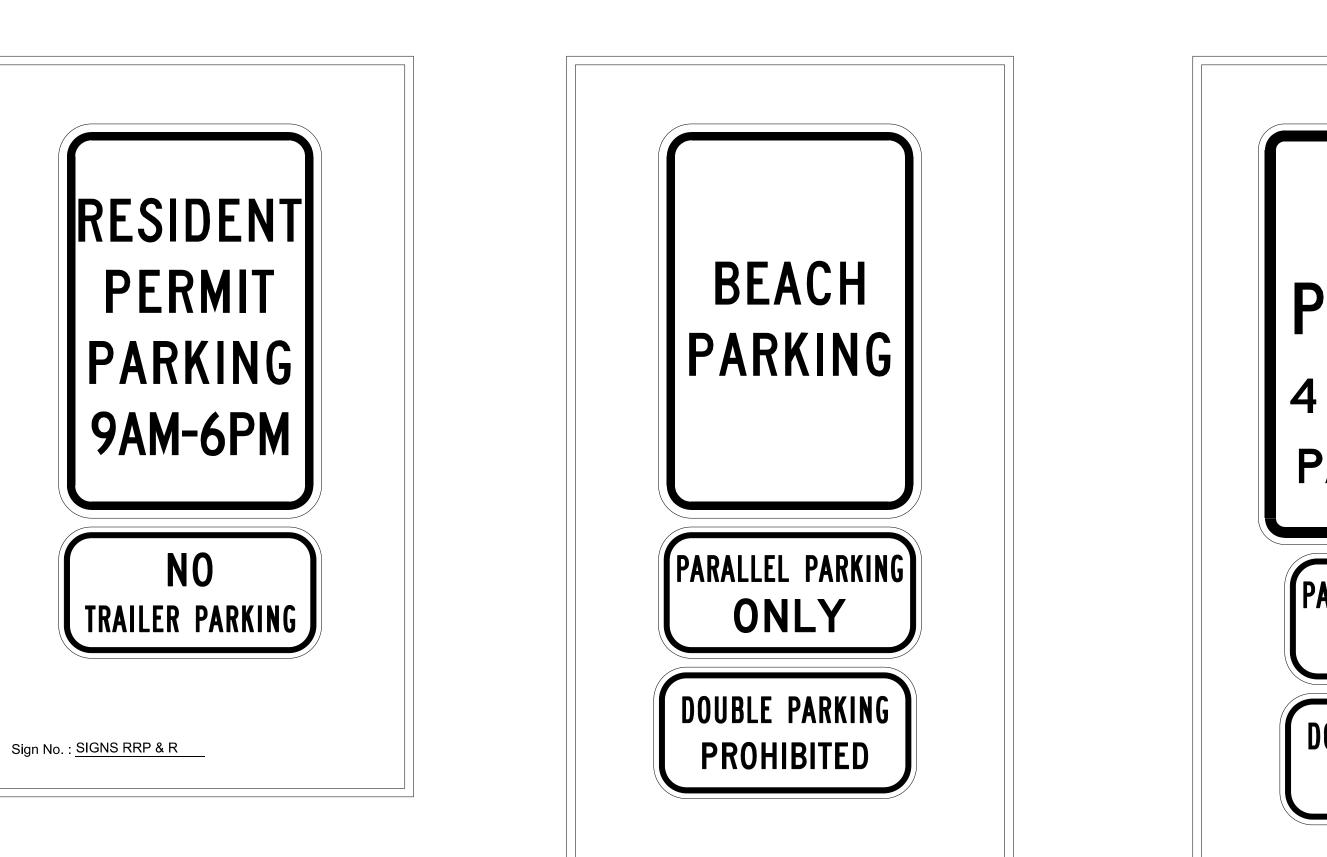
AND "SIGN I", ATTACH SIGNS TO A SINGLE 14' 3P U-CHANNEL POST, WITH THE "BVP" SIGN MOUNTED 2" ABOVE "SIGN I". FOR LOCATIONS WITH A NEW U-CHANNEL POST. FOR LOCATIONS WITH ONLY A

THE BOTTOM OF THE SIGN TO THE TOP OF THE PAVEMENT.

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	DATE		SCALE I'' = VERT	SCALE:



Sign No. : <u>SIGN RRP</u>

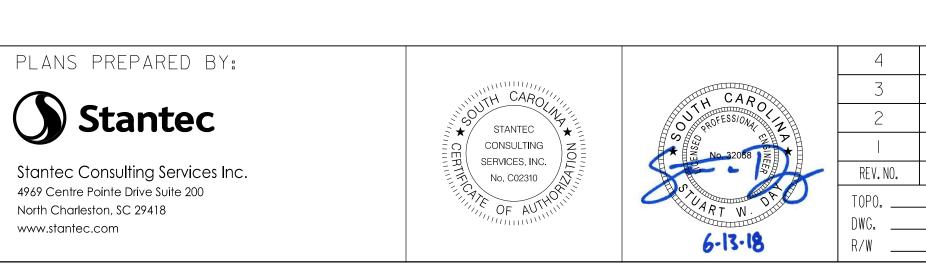


Sign No. : <u>SIGNS BVP, S & T</u>

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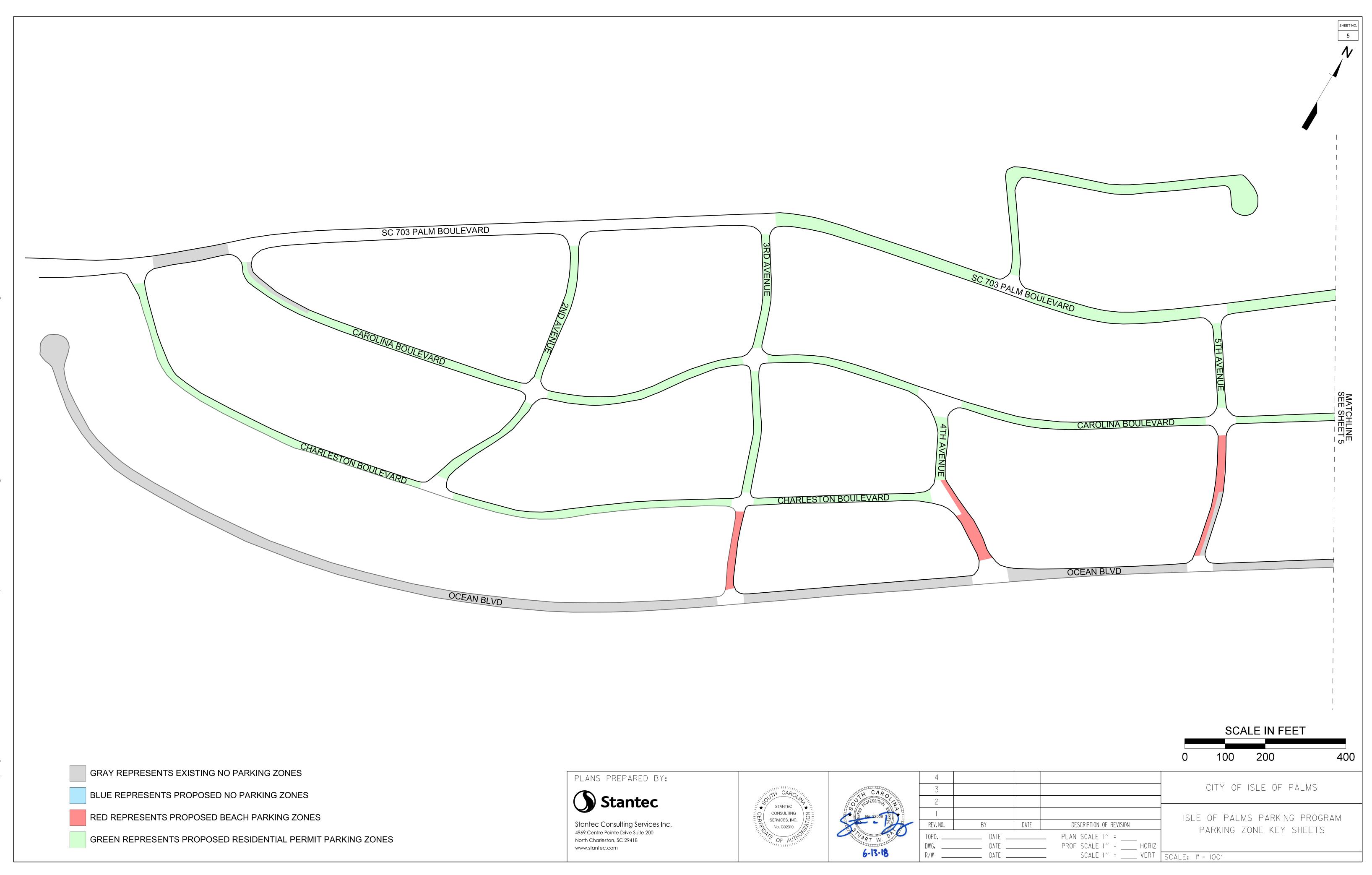
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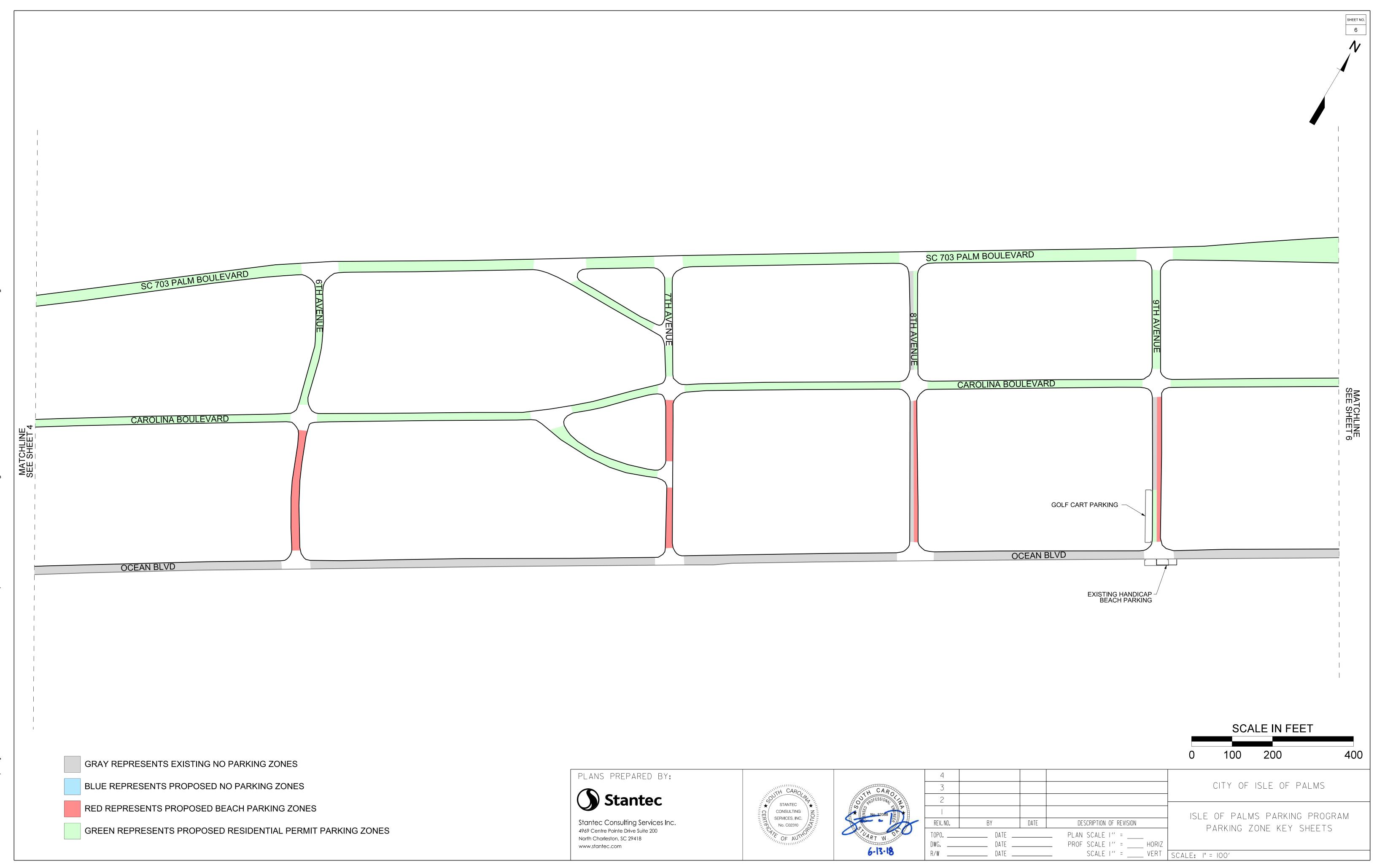


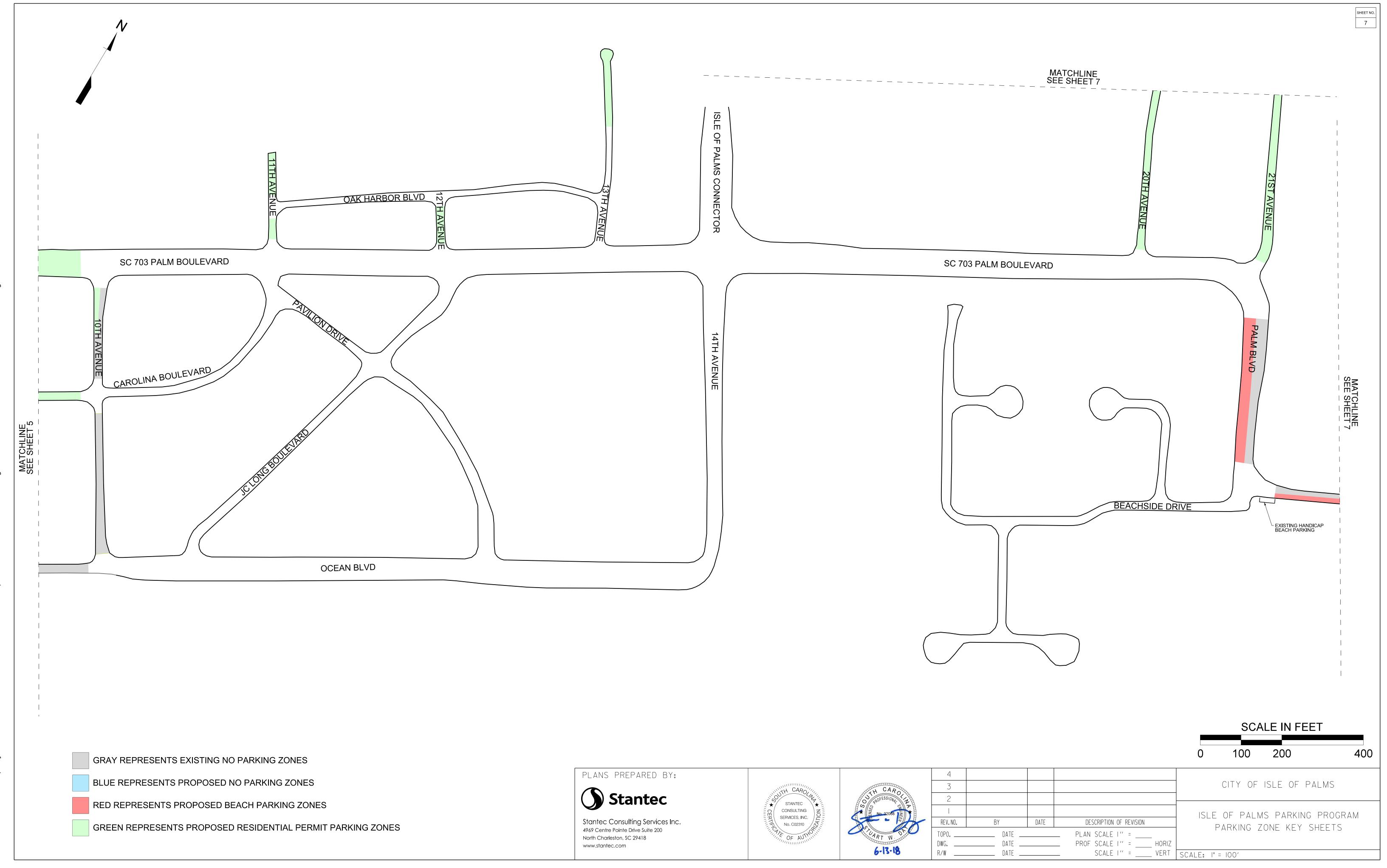


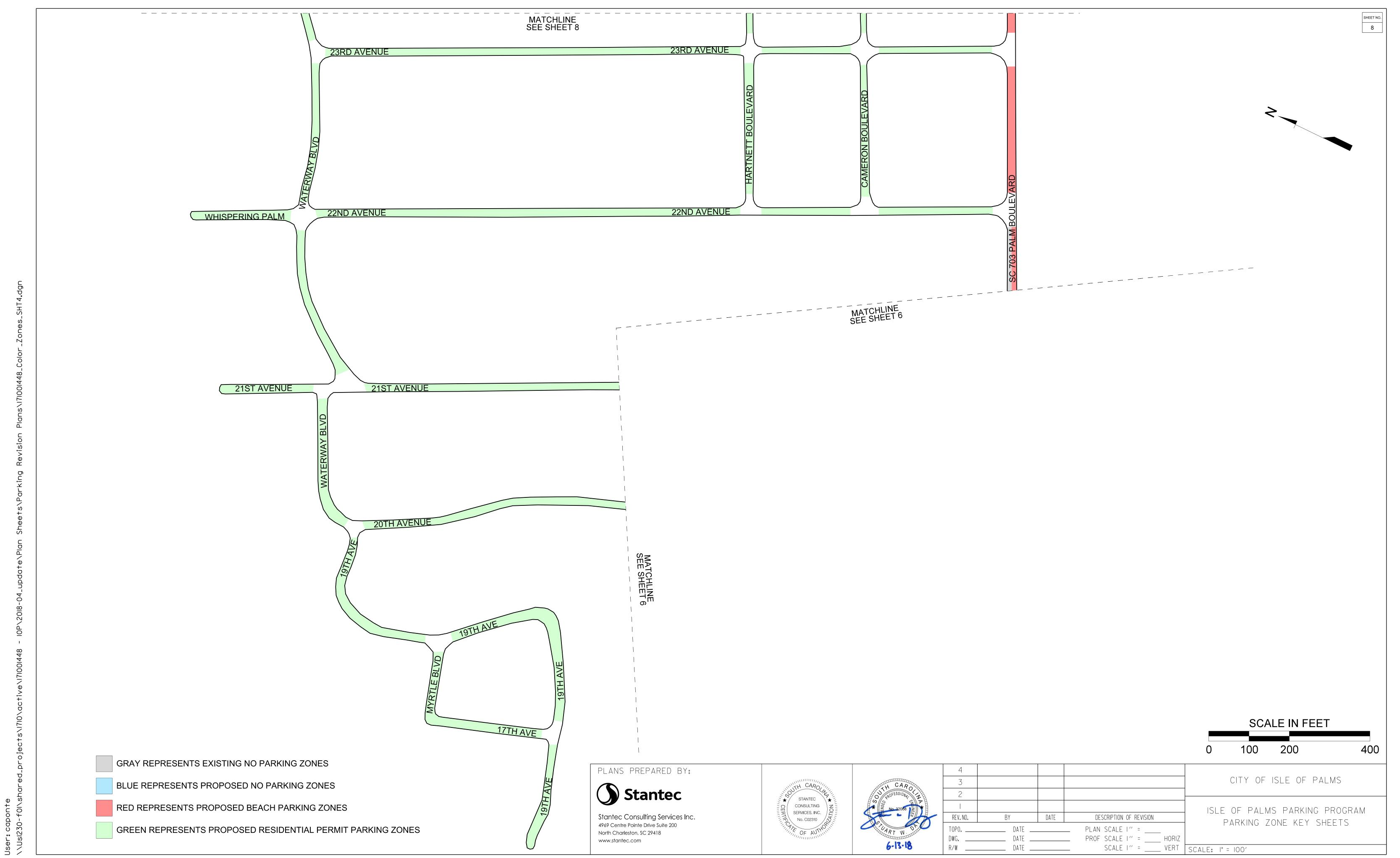
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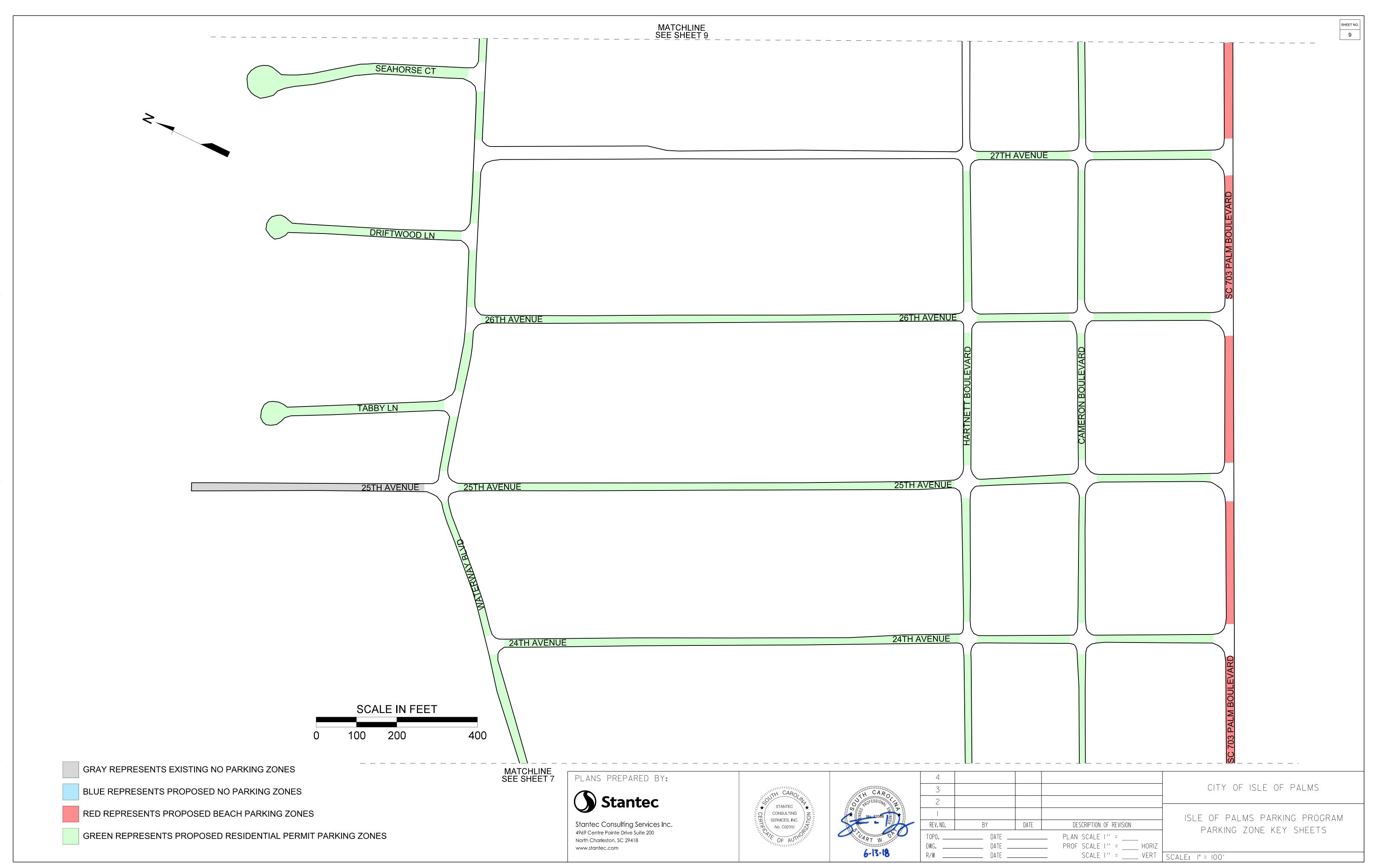


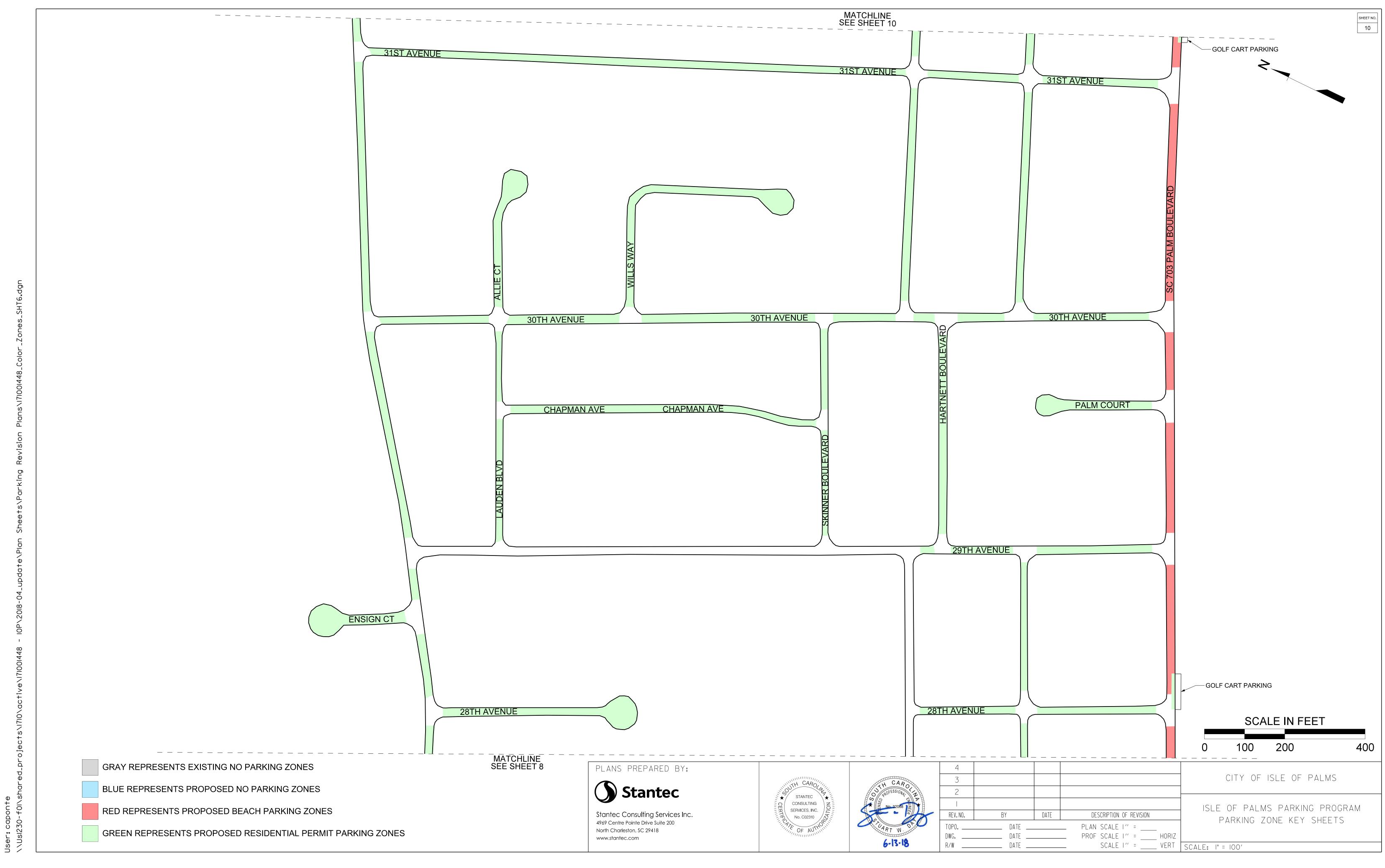






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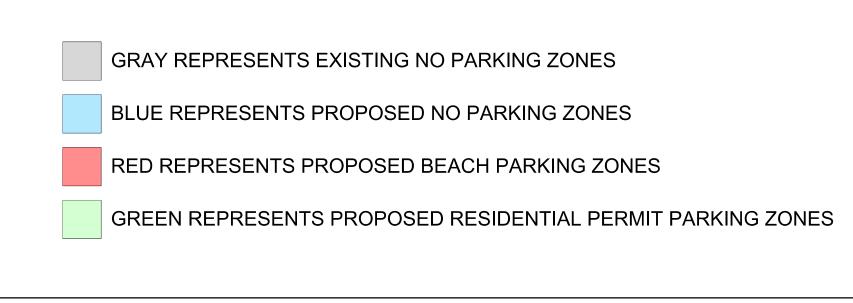


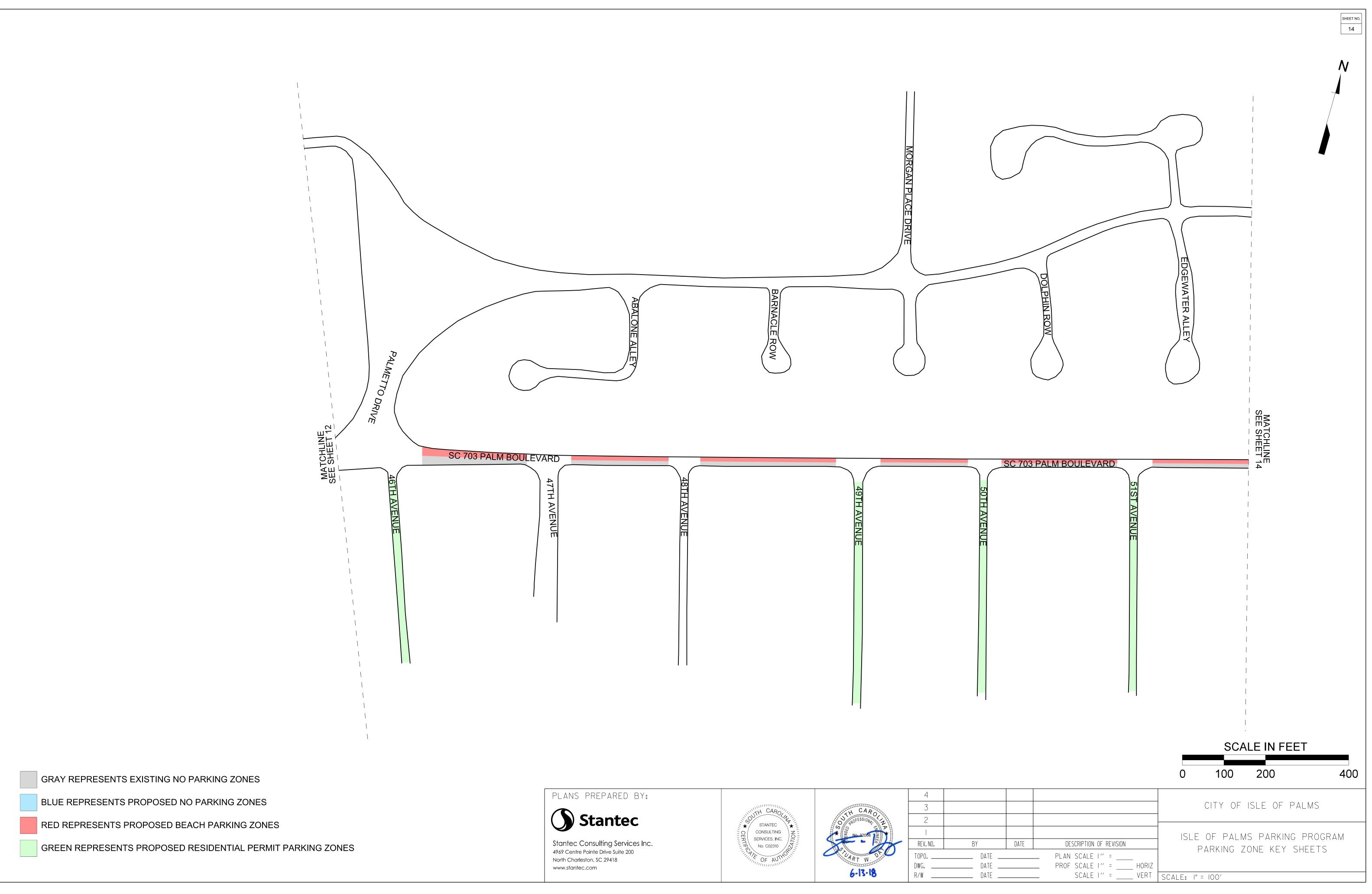


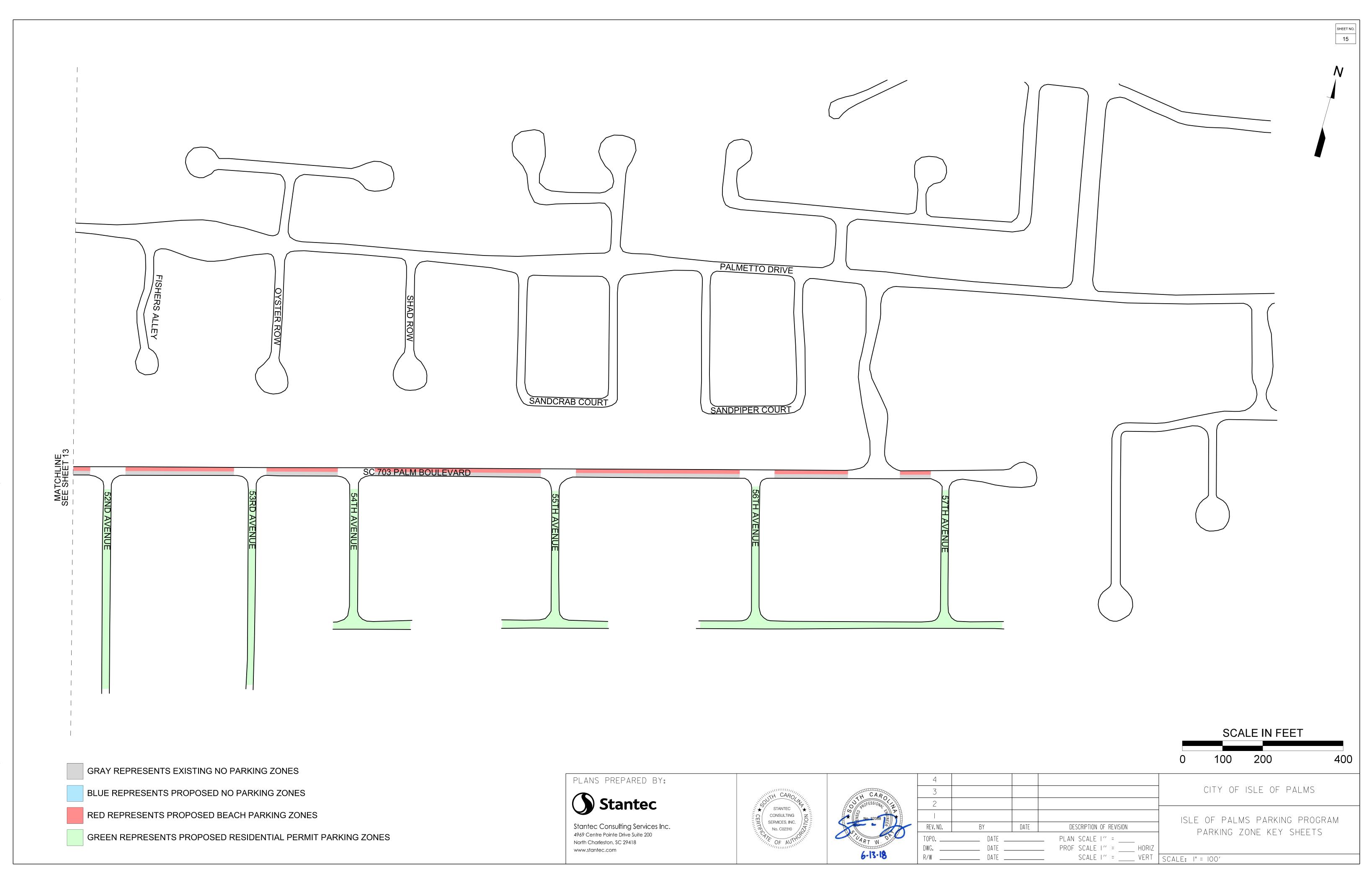
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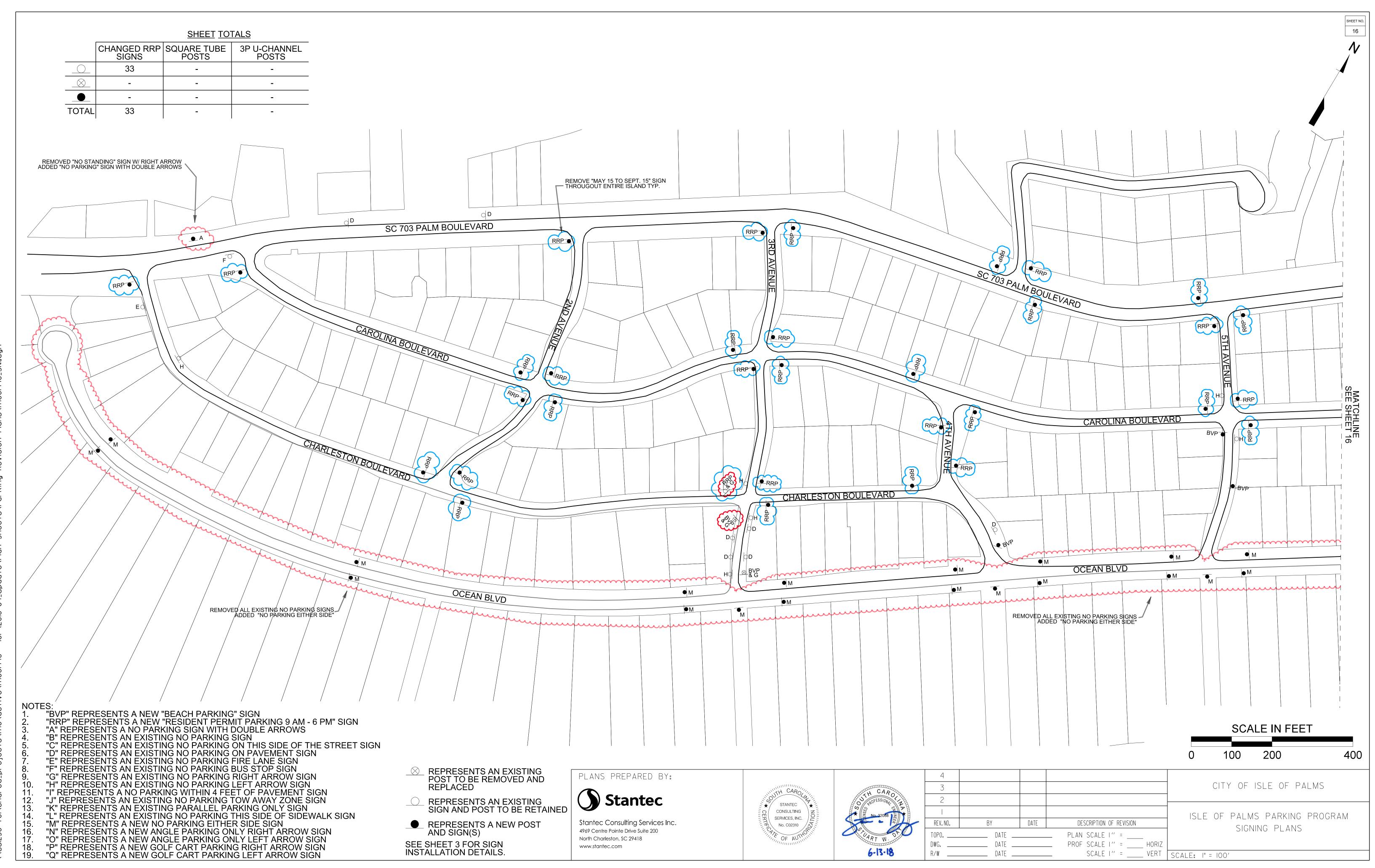
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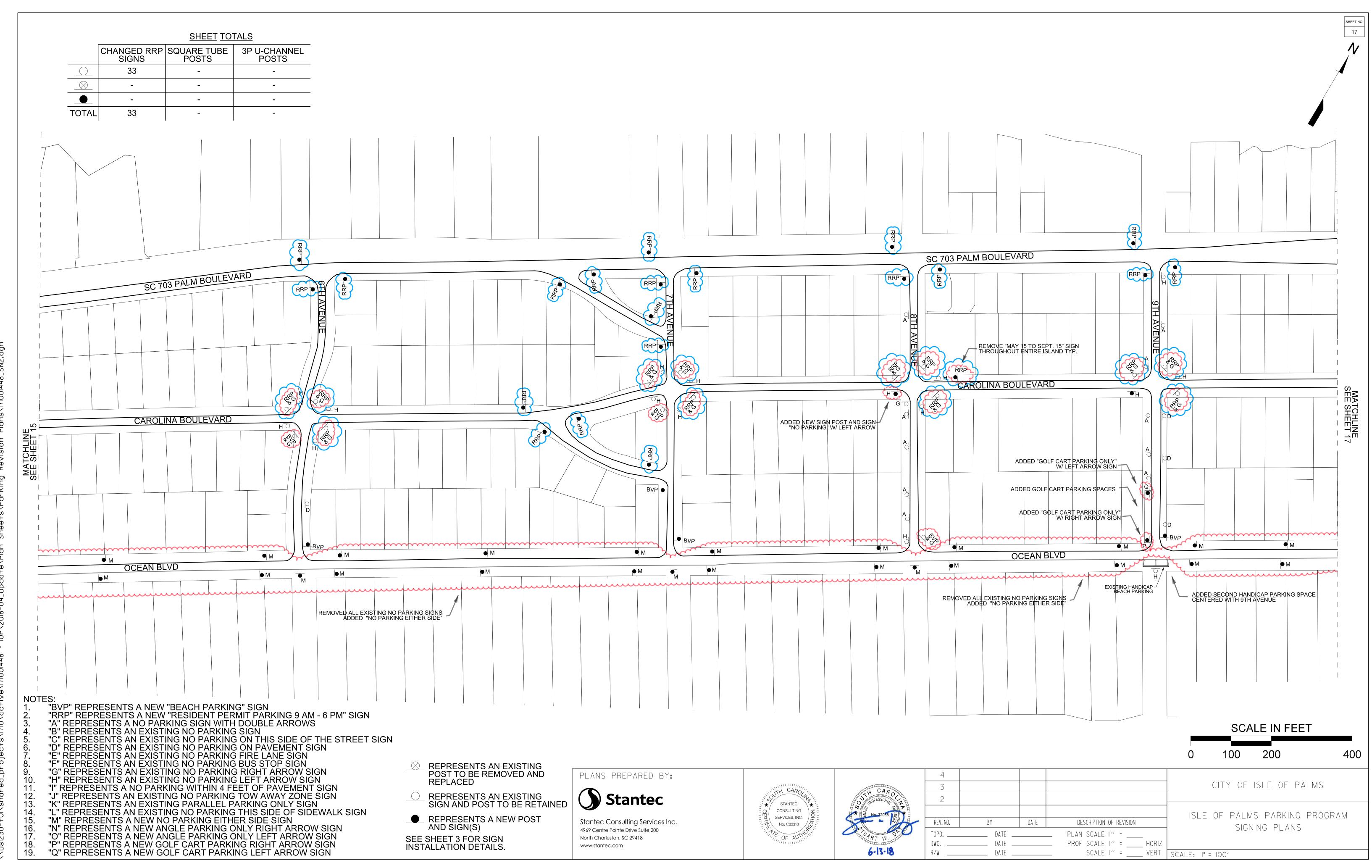




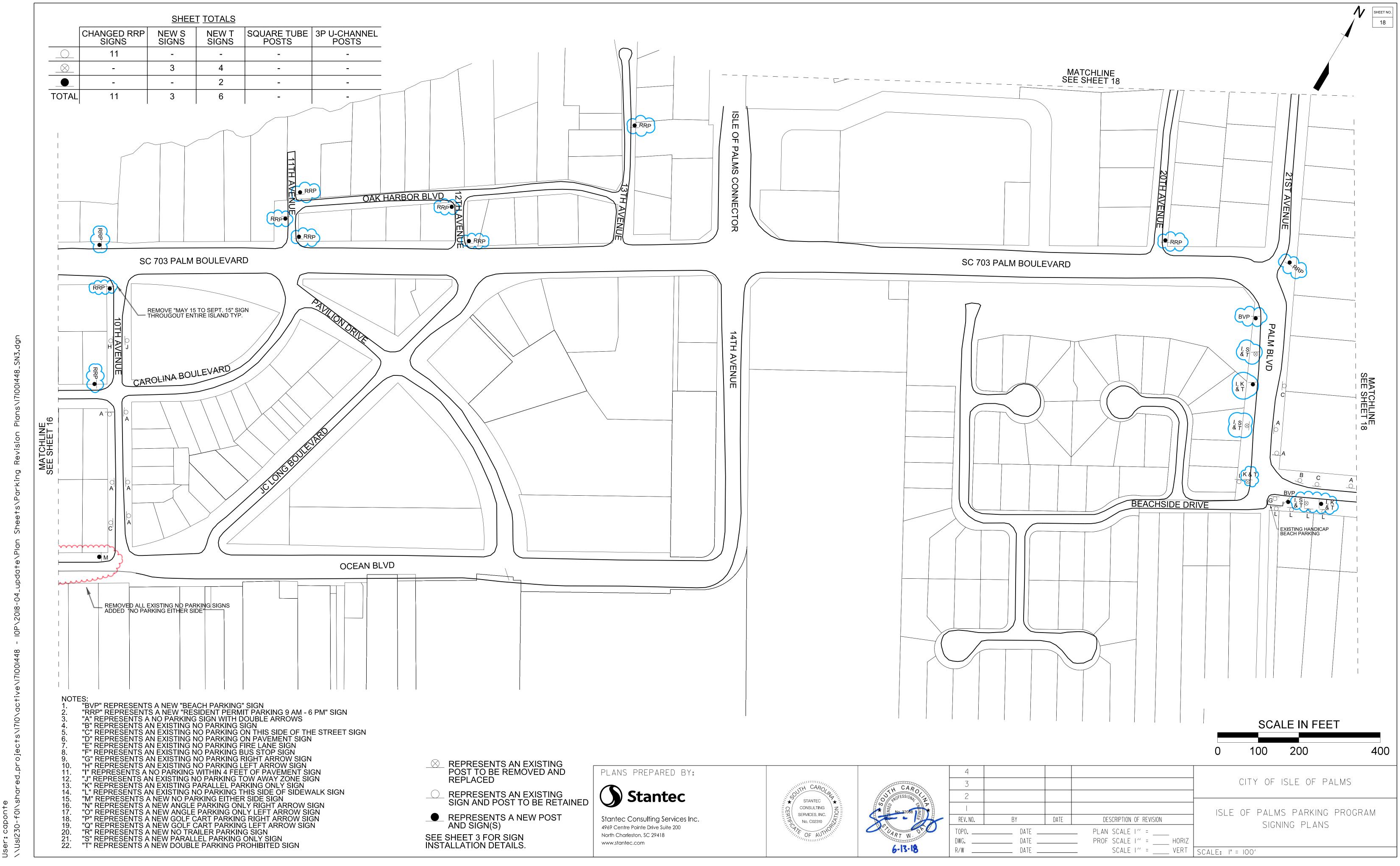




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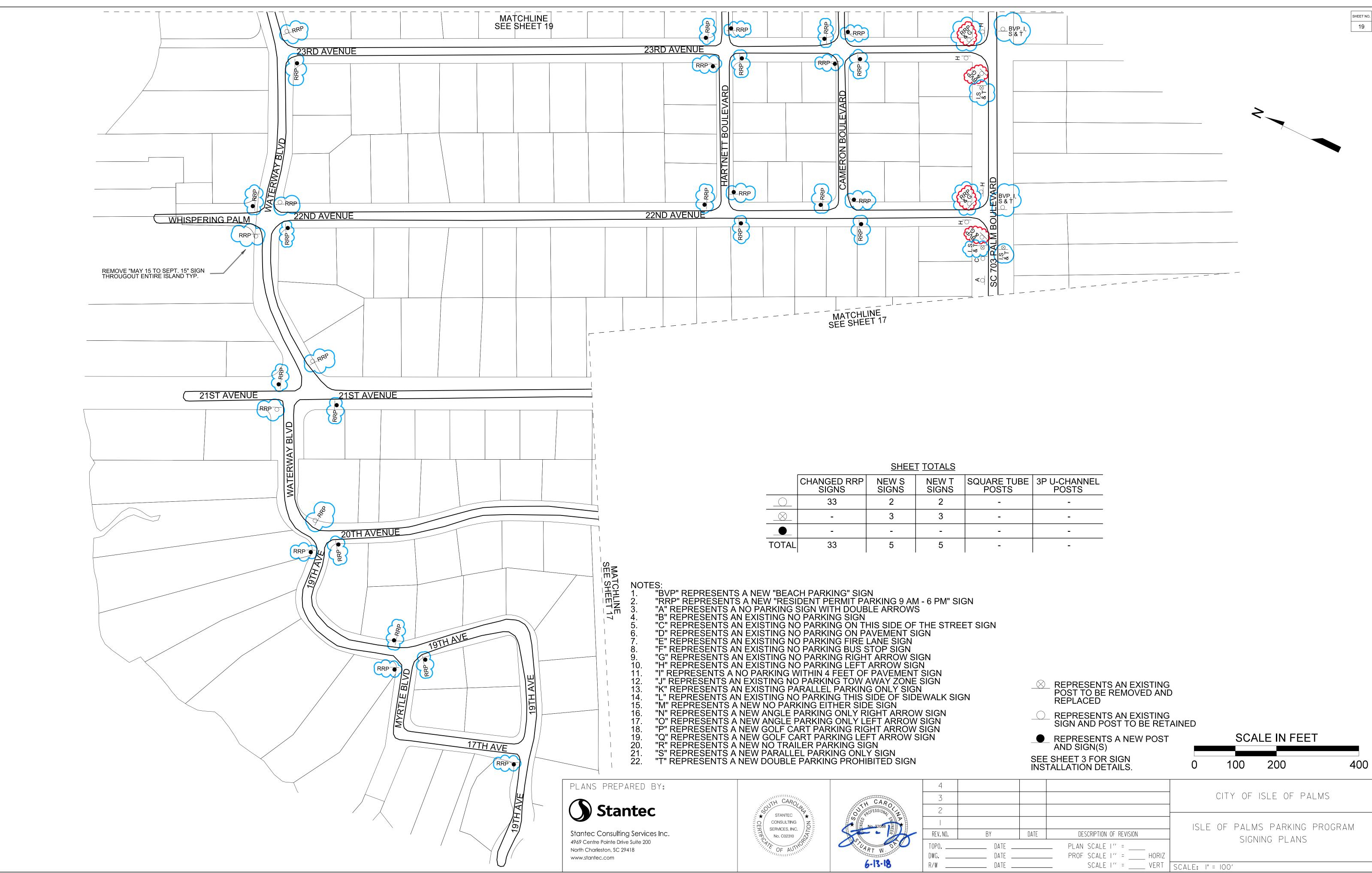


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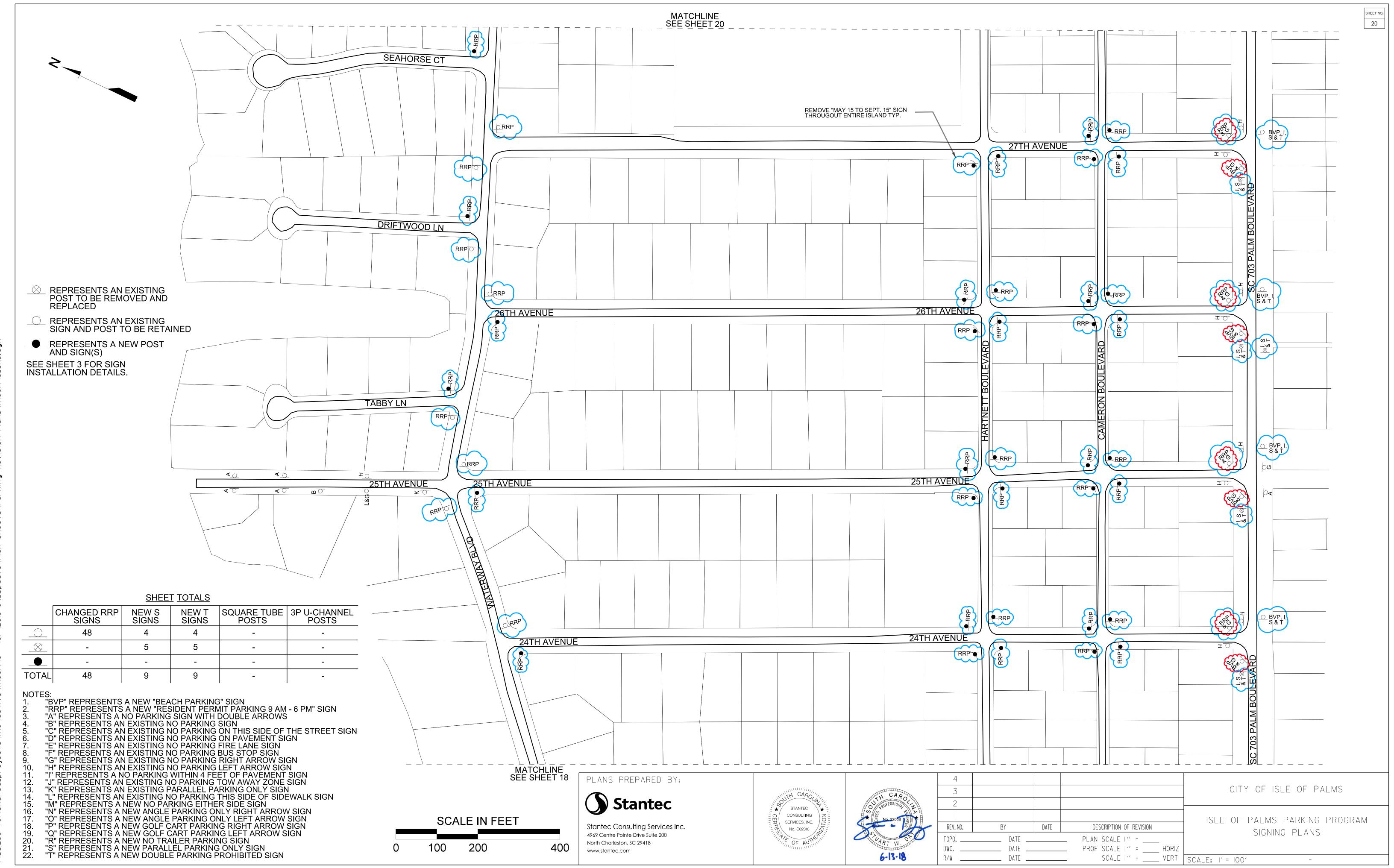


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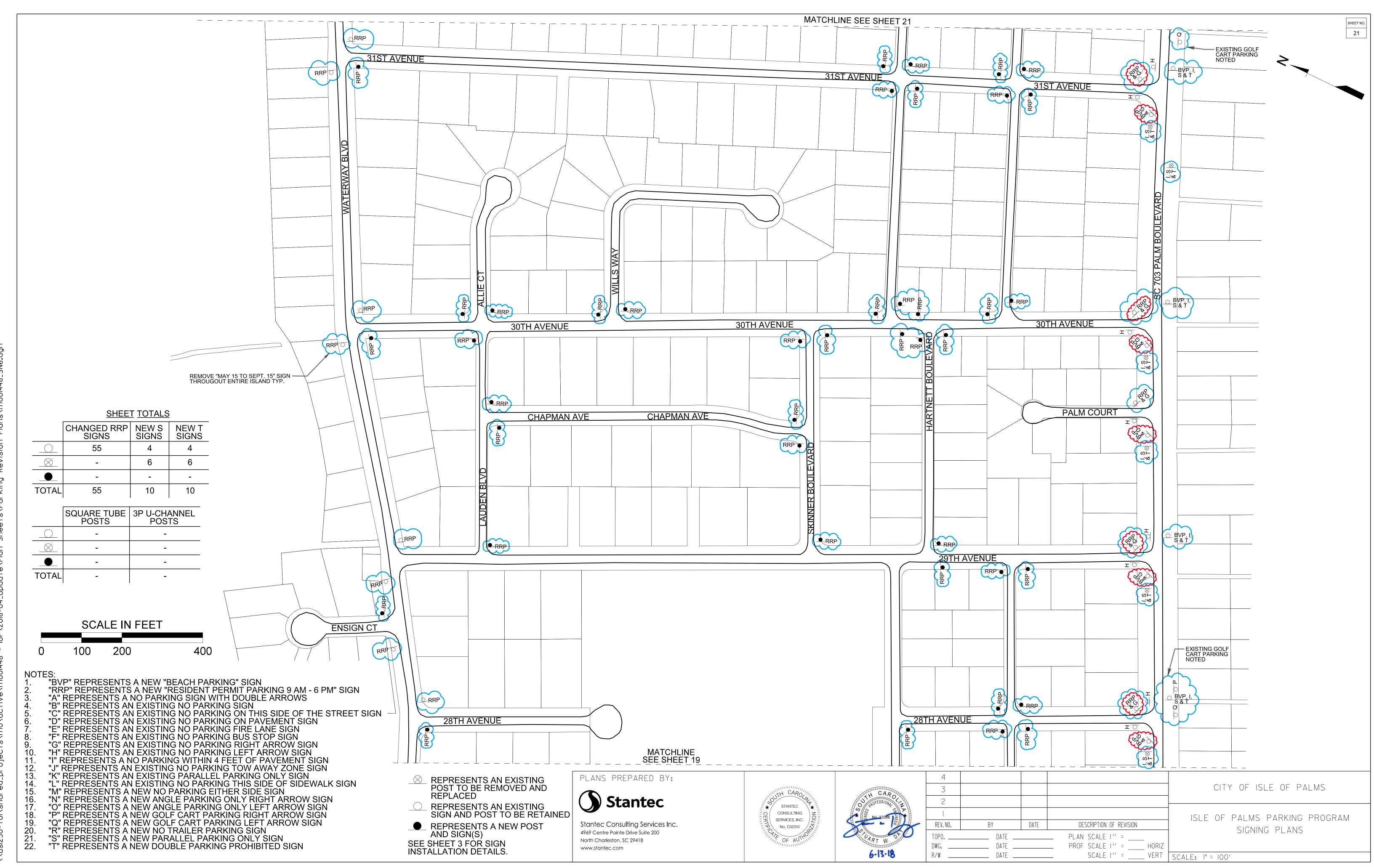
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2				AND SIGN(S) SHEET 3 FOR SIGN				
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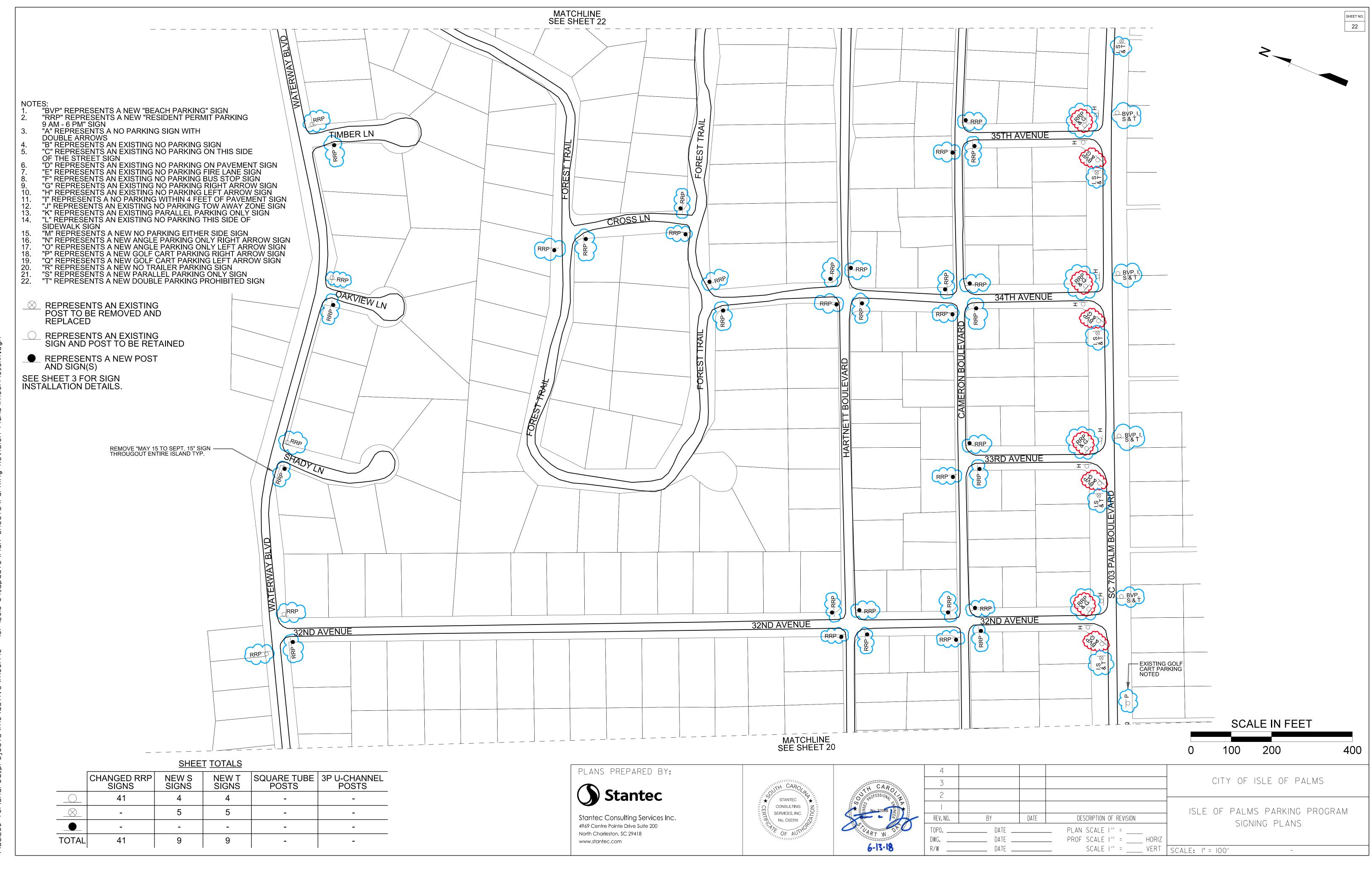
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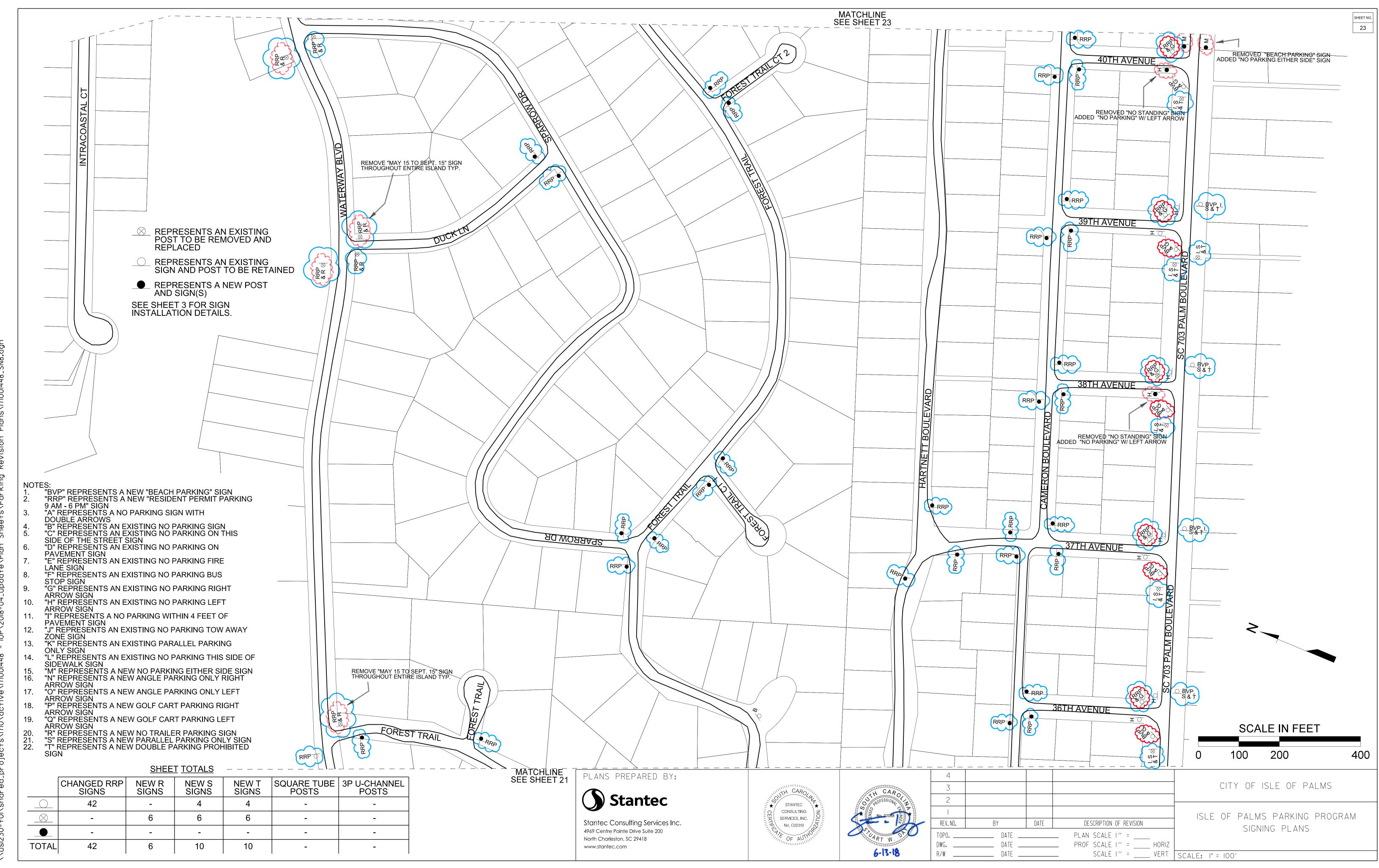


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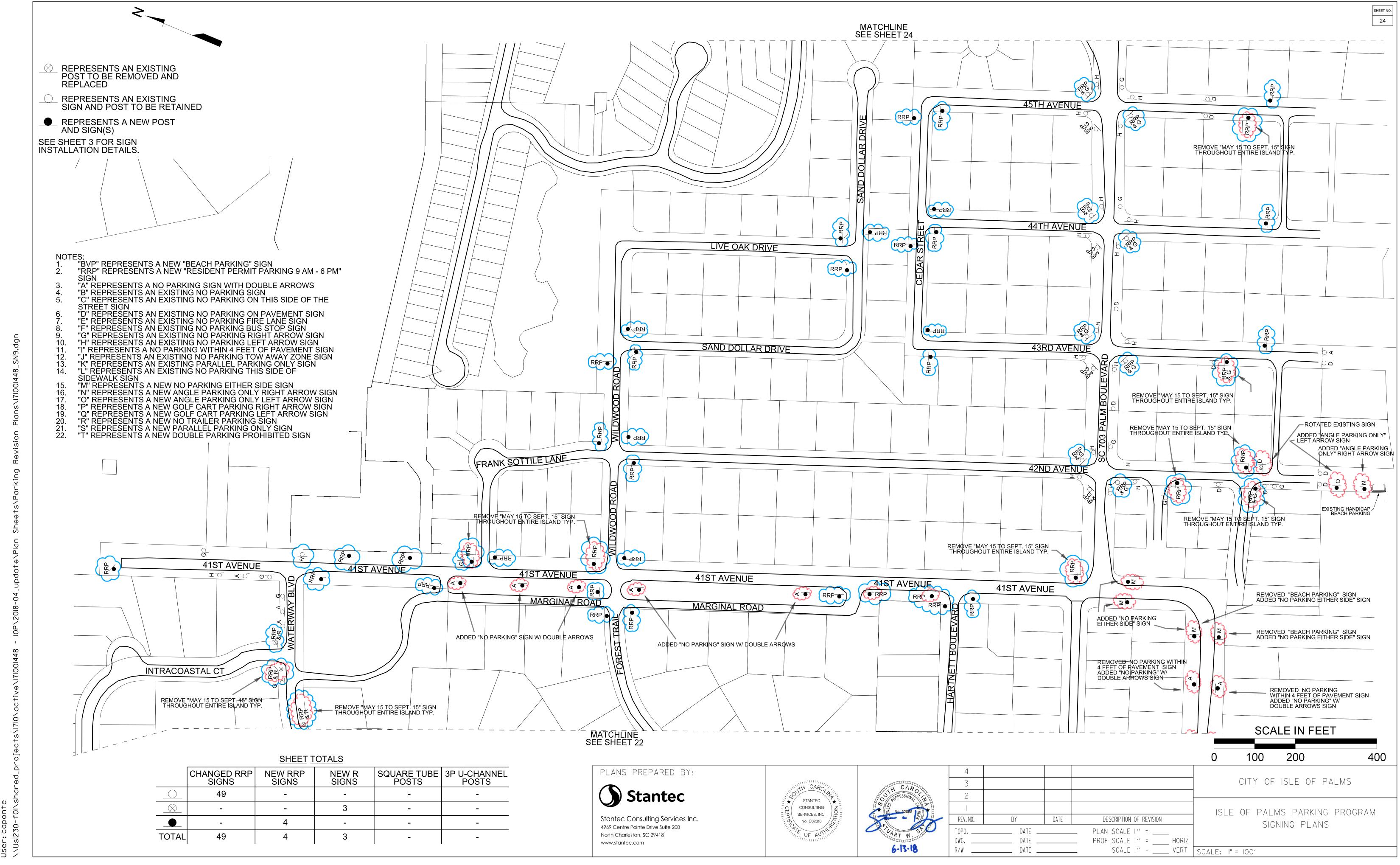
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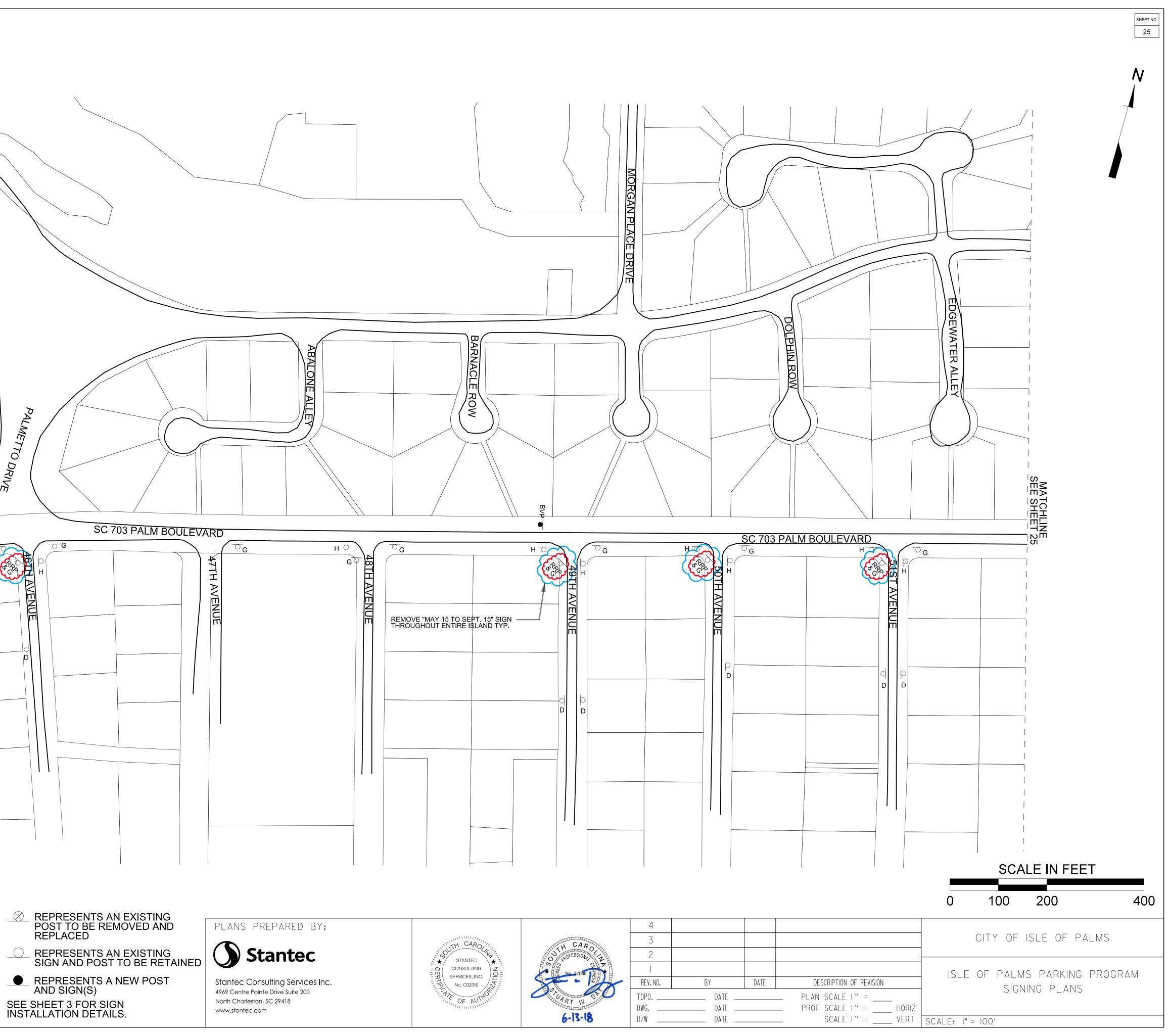
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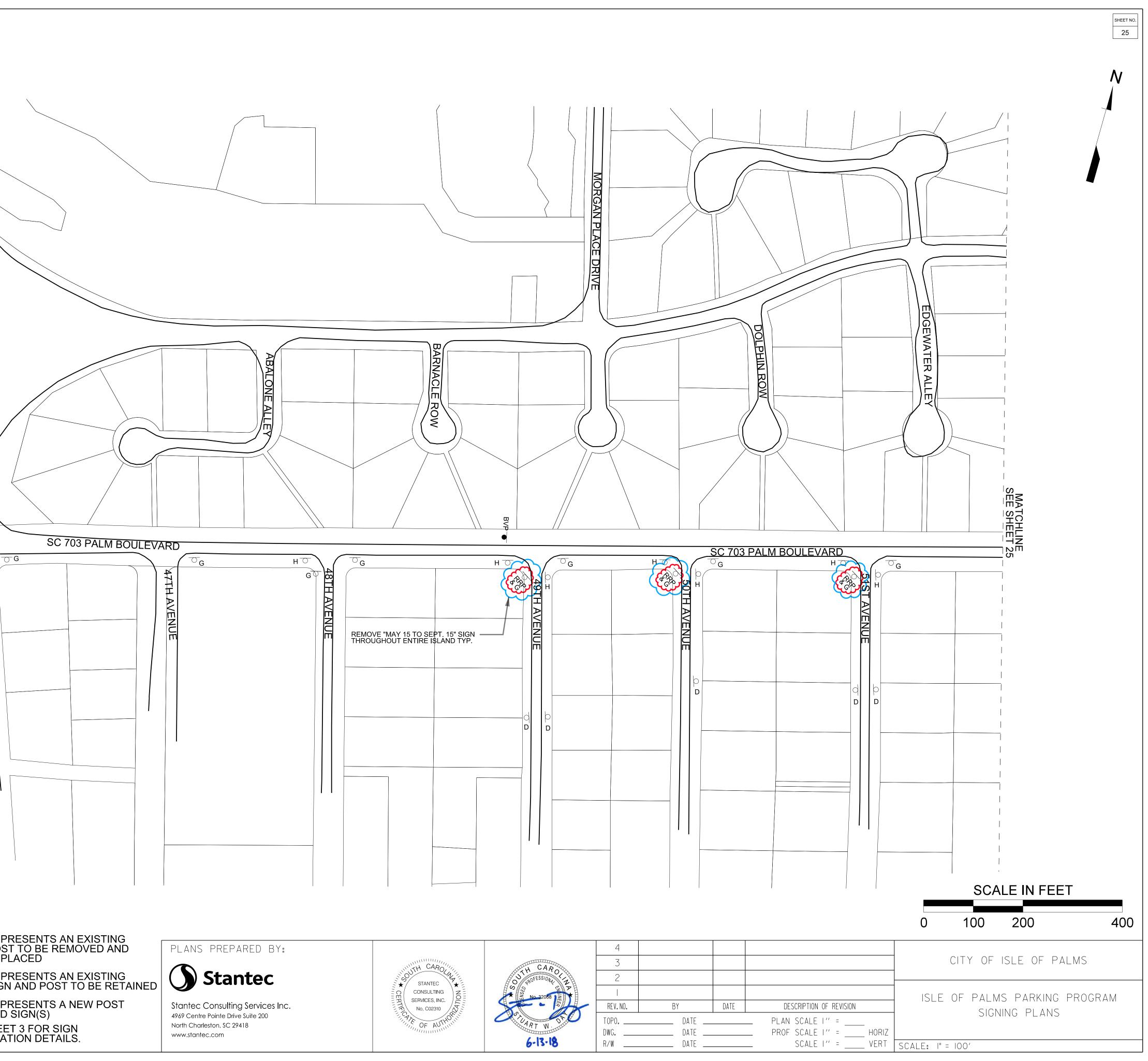
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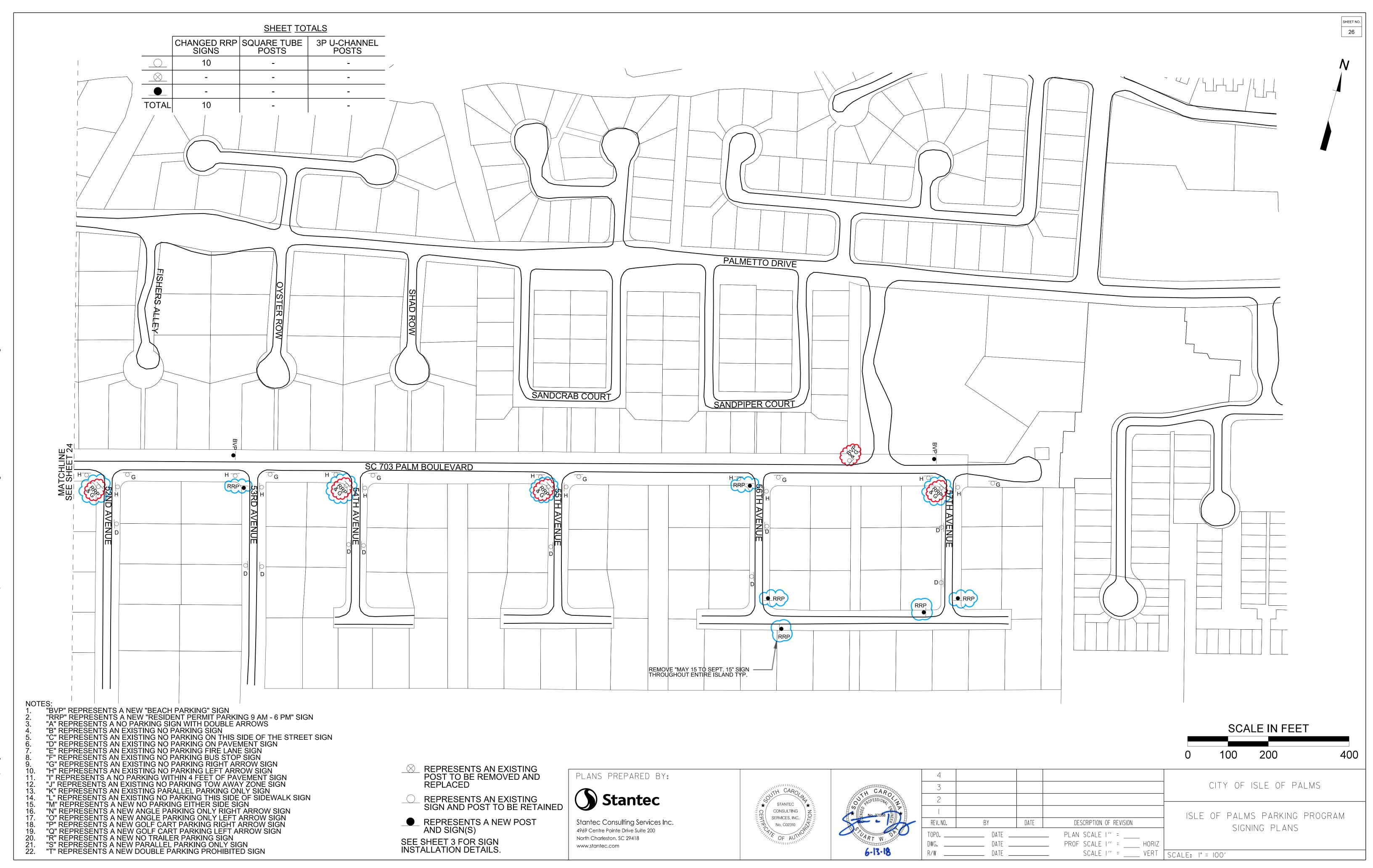
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State system.)

<u>Applic</u>	cation for Encroachment Permit	FERNITH 213663
S.C. Department of Transportation Form 637 (Rev 09/2015)		57076
	Contact Information	
Applicant:	City of Isle of Palms	
Street:	1207 Palm Boulevard	
City:	Isle of Palms	
State:	SC Zip Code: 29451	
Phone:	(843)886-6428 Fax:	
Email:	stuart.day@stantec.com	
Contact:	Stuart Day (Stantec)	
	Project Location	
Primary County:	Charleston 🔽	
County	Road Name	
Charleston	Palm Blvd (SC 703)	
1. Type of Encroachment:	SIGNS	
Add / revise sigr	nage for parking on the Isle of Palms.	
2. Description of Loc		
Multiple roads o	on the Isle of Palms - refer to plans.	
and gutter location, s	ting roadway features such as: pavement width, shoulder width, sidewalk and cu significant drainage structure, north arrow, right of way width, and location of th ent with respect to the roadway centerline and the nearest intersecting road on th	1e

http://sp2.scdot.org/EncPermits/\_layouts/15/scdot\_encperappsp2/scdotencperappsp2.aspx 6/13/2018

#### Customer Agreement

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way. DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein.

Q122018 Date: Applicant's Name: Desiree Fragoso ease orint or/ty Applicant's Sig Title: City Administrator

For Office Use Only

#### For Office Use Only

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: 6/20/2019

Bee Attached Special Provision and/or Permit Requirements

NPDES Permit Nbr: 20/20/8 (Date) (Date received by res. Maint, Engr.) (SCDOT Subroyal)

General Provisions

#### <u>Application for Encroachment Permit</u> <u>General Provisions</u>

- 1. DEFINITIONS: The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
- 2. NOTICE PRIOR TO STARTING WORK: Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
- 3. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
- 4. PROTECTION OF HIGHWAY TRAFFIC: The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary,

shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.

- 5. STANDARDS OF CONSTRUCTION: All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
- 6. FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
- 7. RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES: If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
- 8. COSTS: All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
- 9. ADDITIONAL PERMISSIONS:

(a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.

(b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.

(c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after

an opportunity to be heard is given the owner of such line or appurtenant facility.

10. ADDITIONAL WORK PERFORMANCE:

(a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.

(b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.

(c) No pavement shall be cut unless specifically authorized herein.

(d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.

(e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.

(f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway

pavement and within a distance of three (3) feet on either side shall be continuous without joints.

11. ACCESS:

(a) Permittee is responsible for maintaining reasonable access to private driveways during construction.

(b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.

12. DRIVEWAYS:

(a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.

(b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.

13. BEAUTIFICATION:

(a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.

(b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain aid trees, plants, flowers, etc.

14. AS-BUILT PLANS:

(a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

# SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION Encroachment Permit

Permit No : 213663 Permit Decision Date : 6/20/2018 Expiration Date : 6/20/2019

## Type Permit : SIGNS

Location:

	District	Work County	<u>Type</u>	Route	Aux	Begin MP	End MP
	6	Charleston, SC	SC	703	None	10.914	5.275
Contact Information							
Applicant:	CityofIsle	ofPalms			Phone:		
Contact:	Stuart Day	y (Stantec)					
Address:	1207 Palm	n Boulevard,					
City:	Isle of Pal	ms	State	: SC	Zip:	29451	

## Comments

Multiple roads on the Isle of Palms - refer to plans.

Special Provisions:

0000 - NO ADDITIONAL SPECIAL PROVISIONS

0004 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.

0101 - SHOULDER SOD DESTROYED BY THIS INSTALLATION TO BE REPLACED FOR THE ENTIRE AREA. THE AREA SHALL BE RE-SHAPED AND ROLLED TO THE CROSS SECTION EXISTING PRIOR TO THIS WORK.

0103 - THE PROPOSED ENCROACHMENT SHALL BE TRENCHED TO A MINIMUM DEPTH OF 42" BELOW THE CROSS SECTION AS ORIGINALLY CONSTRUCTED.

0120 - RESTORATION OF PAVEMENT, SHOULDERS, DITCHES, ETC., TO BE PERFORMED AS SOON AS POSSIBLE AFTER CONSTRUCTION, OR SCHEDULED SO THAT THE CONSTRUCTION IS NO FURTHER THAN 2,000 L.F. AHEAD OF COMPLETE RESTORATION.

0123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY" MOST CURRENT EDITION.

0125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

0209 - DISTURBED VEGETATION SHALL BE RESEEDED ACCORDING TO THE SPECIFICAION FOR HIGHWAY CONSTRUCTION.

0301 - THE DITCHES AND/OR SHOULDERS DISTURBED DURING THE INSTALLATION SHALL BE RE-ESTABLISHED TO PROPER GRADE, ORIGINAL CROSS SECTION, STABILIZED, AND ALL DRAIN PIPES CLEARED.

0302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.

0303 - THE ENTIRE DISTURBED AREA SHALL BE TOP-SOILED USING 3" OF SELECTED MATERIAL AND RE-GRASSED TO SCDOT SPECIFICATIONS.

0304 - PAVEMENT MARKINGS ALTERED DURING THIS INSTALLATION SHALL BE RESTORED BY THE APPLICANT.

0305 - FLASHING ARROW BOARDS SHALL BE USED FOR ALL LANE CLOSURES ON PRIMARY ROUTES AND/OR ROADS WITH HIGH TRAFFIC VOLUMES.

0306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

0310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.

0311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.

0312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.

0316 - ALL NON-PERMITTED OBJECTS ON THE RIGHT-OF-WAY, WHICH MUST BE REMOVED, SHALL NOT BE REPLACED ON THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION OF THE DEPARTMENT.

0318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.

9999 - See Attached for Additional Special Provisions



# **Permit Construction Notification**

Submit To: Encroachment Permit Manager SCDOT Charleston County Encroachment Permit Office Email: <u>TumboliC@scdot.org</u> Fax: 843-746-6169

This notification is to inform the Department of the upcoming construction commencement of the following permitted work:

Permit Number:
Road Name/Number:
Project Name:
Name of Permittee:
Contractor Name & Contact:
Contractor Office & Mobile Phone No:
Proposed Preconstruction Date:
Estimated Project Completion Time:
Notes:

- Upon completion of all work you must contact the SCDOT-Charleston Maintenance Permit Office at (843) 745-7454 to schedule a final inspection. This form shall be submitted at least 48 business hours prior to construction activities after Utility Locate has been performed.
- Once work has been satisfactorily completed SCDOT will issue a Letter of Compliance.



# Additional Standard Provisions – Permit #213663

The following are general requirements that this permitted project will need to comply with.

- Lane closures, working times, working dates should be coordinated with the <u>City of Charleston.</u>
  - <u>The depth of the utility line must meet the minimum requirements per</u> the UAM: 42" below the lowest point of the roadway cross section. The roadway cross section includes any drainage structure and/or ditches or <u>swales.</u>

Final mill and overlay shall be 5' on each side of road cut and extend the full lane width. If cut encroaches on more than one lane, then final mill and overlay will extend the full width of second lane. If road cut is in an intersection, the entire intersection shall be milled and overlaid, radius to radius.

- <u>All asphalt cut repairs and overlays must meet SCDOT standards</u> including the Variability requirement below. Upon completion of construction if the SCDOT determines this requirement is not met the repair will be required to be reworked until satisfactory.
  - 401.4.27.2 Variability: When checked with a 10-foot straightedge applied parallel to the centerline of the pavement, ensure that the finished surface of the intermediate course does not vary more than ¼ inch and the finished surface course does not vary more than 1/8 inch as measure from the bottom of the straightedge to the top of the finished surface. Correct intermediate or surface courses not meeting these finished surface requirements by repairing or if necessary, by removing and replacing subject to the approval of the Resident Engineer.
- <u>All "Permanent" pavement markings will be replaced with thermoplastic</u> materials meeting the requirements of the current SCDOT Standard <u>Specifications.</u>
- FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof



<u>contemplated herein, on account of change in location of the highway,</u> widening of the highway, or for other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee

- <u>Construction shall meet the regulations of the current DOT's ADA</u> <u>Guidelines for Transportation Facilities, SCDOT Standard Drawings for</u> <u>Road Construction, SCDOT Standard Specifications for Highway</u> <u>Construction, Supplemental Specifications and SCDOT Utilities</u> <u>Accommodations Manual.</u>
- <u>It is the permittee's responsibility to ensure all testing and inspection</u> requirements are performed to SCDOT Standards (see references above) for work within the SCDOT right-of-way.
- Any review of information associated with the application for the <u>Encroachment Permit</u> by the South Carolina Department of Transportation (SCDOT) is completed for conformance with generally accepted policies and standards. The SCDOT reviews do not in any way absolve the Permittee of the responsibility for providing complete and accurate construction documents and practicing proper construction practices. Review and subsequent approval of the Encroachment Permit by the SCDOT does not establish any liability by the Department for errors or omissions identified at a later date. If at any time the permitted project is found to be delinquent in standard or performance the Permittee will be responsible for taking all necessary steps to correct issues to the satisfaction of the SCDOT.
- If there is any digging, excavating, trenching, boring, etc. within 500 feet of a signalized intersection, the permittee is responsible for contacting the SCDOT Traffic Signal Shop at 843-740-1668 before work begins
- <u>Any sidewalk/drainage structures/curb or other appurtenances damaged</u> <u>during construction must be replaced immediately at the Utility</u> <u>Company's expense.</u>
- <u>It is the Permittee's responsibility to verify the correct SCDOT right-of-</u> way. This permit does not grant the Permittee permission to complete work outside of SCDOT right-of-way.
- <u>It is the sole responsibility of the Permittee to locate all underground</u> <u>facilities prior to beginning work. Every effort shall be made to place</u> <u>lines outside the footprint of other lines (i.e. two lines shall not be placed</u> <u>in the same horizontal location).</u>

- <u>All illegal encroachments that are removed for construction shall not be</u> replaced.
- Field changes, if necessary, must be approved in writing by SCDOT Maintenance before actual construction of proposed changes.
- The permittee will follow the latest SCDOT materials testing and sampling requirements as set forth in the SCDOT Construction Manual <a href="http://www.scdot.org/doing/construction\_Manual.aspx">http://www.scdot.org/doing/construction\_Manual.aspx</a> and provide SCDOT staff with copies of all testing and inspection reports during construction
- Permittee will have certified traffic control supervisor on site during traffic control operations.
- Permittee will provide competent project management staff and SCDOT certified inspection staff that have authority to make decisions on site during construction.
- Permittee is required to follow all SCDOT Department Safety Standards and Guidelines when working on State Roads.
- The SCDOT shall be notified of the date and time permitted work will begin. Notification of at least 48 business hours must be given to the Department during office hours (8:00 am to 5:00 pm Monday through Friday). Written notification is required before work can begin. A construction notification sheet has been attached to assist with this requirement.
- Prior to commencement of work, the permittee will have a pre-construction conference with all appropriate parties to discuss the project requirements. Items to be discussed and forwarded to SCDOT shall include at a minimum:
  - Work schedule that shows the start and end dates for work within <u>SCDOT rights-of-way</u>.
  - Contact list that include names and phone numbers of Permittee and Superintendent in charge of daily activities
- The contractor must include a traffic control plan for all lane closures and lane shifts: to include location, date and time, if one was not approved during initial permit review/approval.
- The SCDOT will provide competent staff to monitor projects and review testing and inspection reports as necessary to confirm reasonable compliance.
- In the event of a hurricane evacuation, either voluntary or mandated, all operations shall cease and all equipment shall be removed from the SCDOT



right of way. Work may resume at this location once the State Government has given an all-clear to return to the affected areas.

- <u>The permittee will schedule a final inspection upon completion of the project</u>.
- <u>Red line As-Builts must be provided to SCDOT before a permit can be closed</u>
- <u>Failure to comply with any permit provisions may result in stoppage of</u> work, the permit being revoked, and/or the removal of all materials placed within the right-of-way at full responsibility of the permittee. Your cooperation is appreciated in this matter so that costly corrections may be avoided in maintaining the integrity of our transportation infrastructure. If you have any questions, please contact us at 843-740-1655.





June 20, 2018

CityofIsleofPalms RE: SCDOT Permit #213663 SIGNS

Dear Permittee:

The attached permit has the following stipulations:

- 1. The South Carolina Department of Transportation (SCDOT) shall be given the opportunity to attend any pre-construction conferences. Complete and submit attached Permit Construction Notification within outlined time frame.
- 2. <u>Permittee must obtain written approval by SCDOT Charleston Maintenance for any field</u> <u>changes affecting referenced permit or SCDOT right-of-way.</u>
- 3. In the event of a hurricane evacuation, either voluntary or mandated, all operations shall cease and all equipment shall be removed from the SCDOT right of way. Work may resume at this location once the State Government has given an all-clear to return to the affected areas.
- 4. Permittee to notify the Department when work has been completed to schedule a final inspection so permit can be closed.
- 5. This permit **expires June 20, 2019**. Upon written request by Permittee, a permit extension is allowed, if permit is currently under construction, for a period of one year from the initial expiration date. If the permit has expired prior to construction commencing, a new full permit package submittal will be required for review and approval.

Also, please note all provisions attached to or written on the approved permit, as well as the requirements outline on the back of the permit. *Failure to comply with any of these provisions may result in stoppage of work, the permit being revoked, and/or the removal of all materials placed within the right-of-way at full responsibility of the permittee.* Your cooperation is appreciated in this matter so that costly corrections may be avoided in maintaining the integrity of our transportation infrastructure. If you have any questions, please contact us at 843-740-1655.

Respectfully,

Kirk R. Richards, P.E. Assistant District Maintenance Engineer



### **Additional Special Provisions for all permits:**

The South Carolina Department of Transportation reserves the right to impose additional conditions, provisions, and/or requirements on this permit to respond to any unforeseen, specific problems that might arise during the life of this permit, and to take any enforcement action necessary to ensure compliance with SCDOT specifications, standards, or policies.