



January 9, 2018

Project: RFB 2017-08: Isle of Palms Marina Bulkhead Rehabilitation
Revised Q&A

Discussions:

1. Q: Is there a required sequence of construction for the project, like a side to start with?

A: No, the important limitation to construction sequencing is provide access to the marina. This will need to be coordinated with Jay Clarke (Morgan Creek Grill) and Brian Berrigan (Marina)

2. Q: Will Longshore and Harbor Workers Compensation insurance be necessary for the work to be performed?

A: This project has been designed for a land-based approach and will not require any water activities. However, if the contractor chooses to use a marine-based approach or technique for completion of the project, then the contractor may be required to have USL&H insurance. Since USL&H insurance is a federal workers' compensation requirement, the contractor should contact their insurance representative and verify whether or not this additional insurance is required for the specific marine activities proposed by the contractor.

For more information: <https://www.dol.gov/owcp/dlhwc/linsreg.htm>

3. Q: How much of the wall can we block off for work at one time?

A: 100' of wall demolition/construction at time would be reasonable. The primary concern is keeping open access to the docks and boats. Coordination is required with the Marina and Restaurant Operators.

4. Q: How many fuel lines are crossing the wall?

A: There are 3 fuel lines penetrating the wall. Ensure PUPS has provided the locate before digging

5. Q: Will there be an extension to the deadline for the formal question submission?

A: The City of Isle of Palms has decided to extend the deadline bid submission as follows:
Deadline for bids/ Bid opening: 2:00 p.m., Tuesday, January 16, 2018.

6. Q: Is the concrete sidewalk included in the scope of work?

A: See attached drawing indicating the limits of construction. Other concrete sidewalk is not included in the scope of work. The concrete surface will be replaced in kind using an oyster shell "tabby" surface for the concrete. The existing sidewalk contains WWF 6X6- W2.1XW2.1, the replaced sidewalk shall contain the same reinforcing.

7. Q: Per the spec, what is the backfill compaction. Will there be required inspection of this?

A: Specification Section 312000 Part 2.1 lists approved soil materials. The bid drawings and bid specifications are conflicting with regard to testing. Please replace Specification Section 312000 Part 3.7, C with the below:

- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ~~ASTM D 1557~~: **ASTM D 698**
1. Under walkways, compact each layer of backfill or fill soil material to **95 percent**.
 2. Under turf or unpaved areas compact each layer of backfill or fill soil material at **85 percent**.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: ~~Owner~~ **Contractor** will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. **Provide a minimum of one (1) compaction test per lift per 100 linear feet of fill.** Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

8. Q: Who should work around the restaurant be coordinated with?

A: Work around the restaurant should be coordinated with Jay Clark 843-886-8980
(jayclarke@morgancreekgrill.com)

9. Q: How should work proceed at the restaurant's perimeter where the building is supported over or near the wall?

A: This area of the restaurant will likely have to be supported by temporary shoring during repair work on the wall.

10. Q Exactly how much room is between the outer face of the old wall and the inner face of the new wall? (For excavation purposes)

A: The actual gap is unknown and will have to be field verified. The depth is known to vary depending on location.

11. Q: Exactly how many jet filters are to be replaced? Or what is the actual measurement of the existing drains; center to center

A: Quantities are not provided by the city or the engineer and it is the responsibility of the contractor to replace the weep drains one for one.

12. Q: In Section C 6 is the #57 stone and fabric at the drain a continuous horizontal run or pockets and placed at the jet filter

A: The drawings indicate a continuous layer, however provided the contractor can provide a plan and demonstrate proper installation technique the "pockets" alternate will be considered acceptable.

13. Q: The question was raised at the pre-bid about the requirement of a marine license (since working on a bulkhead at a marina is definitely considered marine work). The SCLLR board makes



that determination; not public or private owners. Will the City please run that by the SCLLR before the bid as we are quite sure they are incorrect about this determination?

A: The purview of the SCLLR is the regulation, licensing, and enforcement of qualified contractors, they do not have jurisdictional authority over the City. State law provides the requirements for licensing and license subclassifications.

Section 40-11-410(d) of the S.C. Code of Laws provides the definition for the marine license subclassification as follows:

(d) "Marine" which includes all water activities to construct seawalls, bulkheads, docks, piers, wharves, and other water structures including, but not limited to, pile driving, boat slips, and boardwalks. Licensees under this classification may perform ancillary work including fill and grading. This license subclassification does not include structures within the scope of the General Contractor-Building classification.

This project has been designed for a land-based approach and will not require any water activities. Further, this project involves the repair and renovations to an existing bulkhead and does not construct a bulkhead. Therefore, the marine license subclassification is unnecessary for this project; provided, however, that if the contractor chooses a water-based approach for completion of the project, or if at any time during the course of the project uses any water-based activity for work on the project, the contractor shall be required to have a marine license subclassification in accordance with state law.

For more information: <http://www.scstatehouse.gov/code/t40c011.php>

See Attachments Below:



Photo 1: Void between walls



Photo: Void between walls

C. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, all applicable safety and environmental laws and regulations, regarding all work performed by Contractor pursuant to this Agreement.

D. Contractor agrees to comply with all requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) applicable to this Project, including any existing SCDHEC permits for the Marina Bulkhead.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of _____ (\$ _____) Dollars.

3. CHANGE ORDERS. 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; 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.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project prior to April 15, 2018. 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. LIQUIDATED DAMAGES. In order to ensure a sincere and reasonable effort on the Contractor's part to accomplish the work within the required timeframe provided in Section 4 of this Agreement, liquidated damages due to inconveniences to the City for work not being accomplished on time will be at the rate of Five Hundred Dollars (\$500.00) per day.

6. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor agrees to maintain automobile liability insurance coverage for bodily injury, including death, and property

damage in the amount of \$1,000,000.00 each occurrence. Contractor agrees to maintain umbrella liability insurance in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Contractor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws and the Longshore & Harbor Workers' Compensation Act (if applicable to the Contractor's work under the Project). 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. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City. Proof of such insurance shall be provided to City prior to execution of this Agreement.

7. BONDS. Contractor shall provide Payment and Performance Bonds each in the amount of 100% of the contract price prior to execution of this Agreement. Bonding surety shall be licensed in the State of South Carolina.

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

9. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

10. SITE INVESTIGATION. Contractor acknowledges and agrees that Contractor has visited and inspected the service areas with City's authorized representative 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.

11. 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.

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

City of Isle of Palms:

Representative: Linda Lovvorn Tucker, City Administrator

Address: P.O. Box 508, Isle of Palms, SC 29451

[Contractor]_____:

Representative: _____

Address: _____

13. BREACH.

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

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

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

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

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

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

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

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

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

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

WITNESS:

[Contractor]

(#1 as to Contractor)

By: _____

(#2 as to Contractor)

Title: _____

The City of Isle of Palms, S.C.

(#1 as to City)

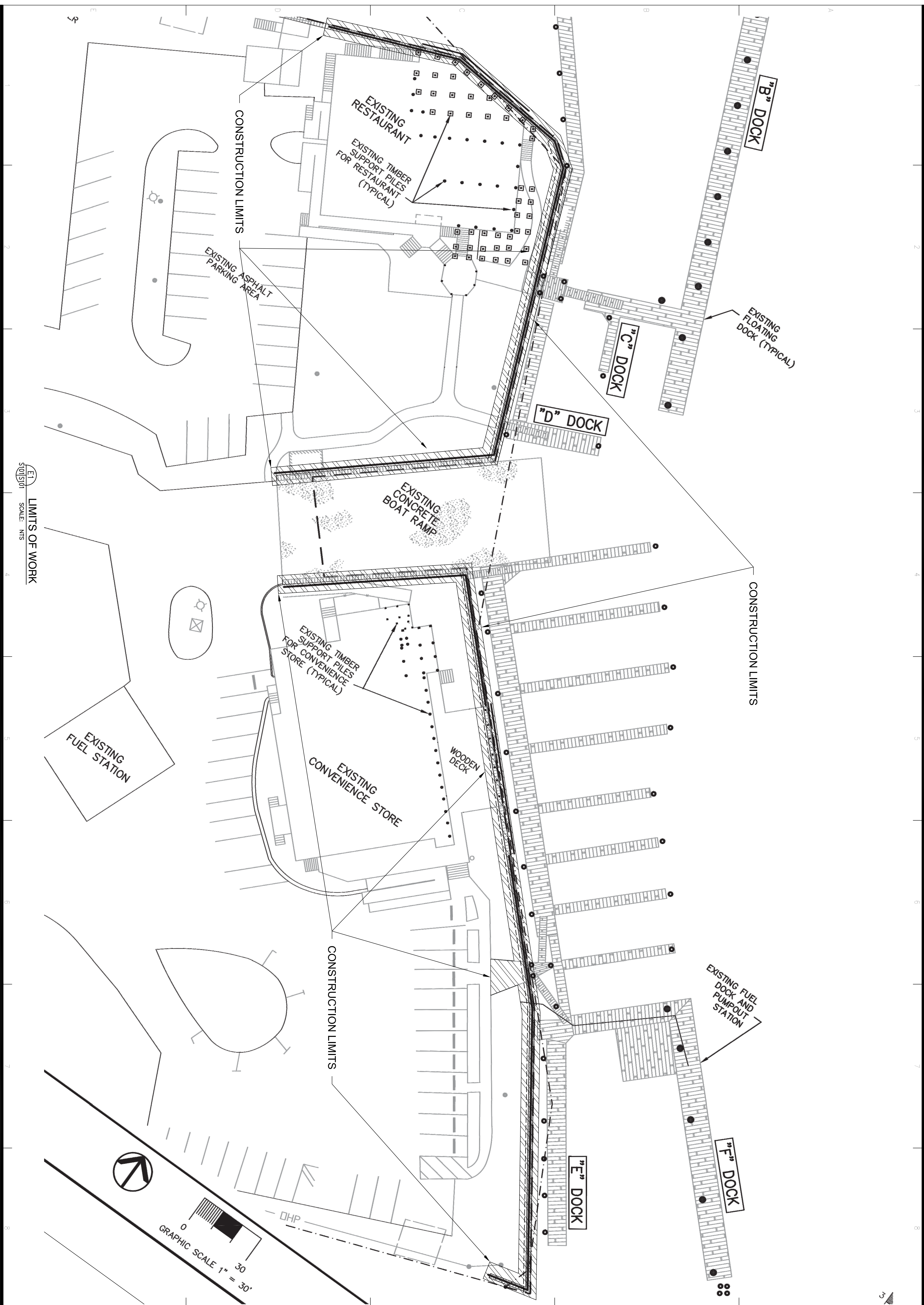
By: _____

(#2 as to City)

Title: _____

EXHIBIT I

[Attach City's RFB 2017-08, "Isle of Palms Marina Bulkhead Rehabilitation" including construction drawings and specifications provided by JMT]



ISLE OF PALMS MARINA
 BULKHEAD REPAIRS
 CHARLESTON COUNTY, SOUTH CAROLINA

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 MANAGEMENT SERVICES
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 (2011) ALL RIGHTS RESERVED

Scale: AS NOTED
 Drawn by: DJO
 Designed by: DJO
 Checked by: NL
 No. date: 20080317 Issue
 20080317 ADDENDUM

Job Number: 164833-001
 Scale: AS NOTED
 Drawn by: DJO
 Designed by: DJO
 Checked by: NL
 No. date: 20080317 Issue
 20080317 ADDENDUM

Sheet title:
 SHEET NO. 1 OF 1

Sheet title:
 SHEET NO. 1 OF 1

Sheet number:
S101

LIMITS OF WORK
 SCALE: NTS