

City of Isle of Palms, South Carolina
Request for Proposals (RFP) 2017-04
Professional Services for the Removal and Replacement of Underground Storage Tanks

The City of Isle of Palms, South Carolina is seeking proposals from qualified firms to provide the City with professional services in the preparation of biddable documents for the removal and replacement of single-wall underground storage tanks with double-walled tanks at two sites. This request will be awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Proposals should be submitted to the following:

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

Deadline for submission: The deadline for submission is 1:00 p.m., local time, Thursday, July 13, 2017. Proposals will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked "RFP 2017 - 04 Technical Assistance Services for the Removal and Replacement of Underground Storage Tanks" and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the proposers to verify receipt by the City.

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

Respondents 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 proposal, negotiating changes, or due to the City's acceptance or non-acceptance of the proposal or the rejection of any and all proposals. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Neither issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFP have been met.

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

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

The Situation

The City of Isle of Palms has a total of six (6) single-walled underground storage tanks: two (2) at the Public Works Department site, located at 1303 Palm Boulevard, and four (4) at the Isle of Palms Marina, located at 50 41st Avenue. The City is seeking services from a qualified firm to prepare all documentation for the bid package and oversee the public RFP process to hire a contractor to remove the six (6) single-walled underground tanks and replace them with double-walled tanks. The bid package detailing replacement must meet all current underground storage tank requirements, in accordance with the South Carolina Department of Health and Environmental Control (SC DHEC).

Construction Bid Procurement

The successful firm will need to prepare all documentation for the bid package and oversee the public RFP process to hire a construction firm to accomplish the underground storage tanks replacements. The City of Isle of Palms is governed by municipal procurement laws which must be adhered to during this process. The successful firm will review all bids, verify their components and accuracy, and make a recommendation of award.

Construction Administration

The successful firm will need to provide all construction administration and monitoring, including site visits, provide quality assurance, review pay requests, and be the primary point of communication contact between the contractor and the City.

Responsiveness and Evaluation Factors

In responding to this request, firms should detail an expected schedule of the tasks needed to accomplish this work.

Firms submitting proposals should delineate experience with similar projects. Specific examples of similar projects should be provided. Proposals should also include information that details project estimates provided to clients compared to ultimate actual costs of projects.

Firms should list experience of key personnel assigned to the City's project and list references from previous similar work including all contact information, phone and email addresses of the references.

After proposals have been evaluated, the City may enter in negotiations with the preferred offeror in an effort to reach terms advantageous to the City. The selected firm will be expected to enter into the contract included as part of this RFP; therefore, respondents should pay particular attention to the terms included in the contract to ensure they are able to meet these terms **prior to submission**.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

AGREEMENT FOR PROFESSIONAL
SERVICES RELATED TO THE
REMOVAL AND REPLACEMENT OF
UNDERGROUND STORAGE TANKS

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, City desires to engage the services of Contractor to provide certain professional services for the preparation of biddable documents for the removal and replacement of single-walled underground storage tanks with double-walled tanks (the “Project”); and

WHEREAS, Contractor agrees to perform the services under the Project pursuant to the terms and conditions hereinafter set forth.

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

1. Scope of Services.

A. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the proposal submitted by Contractor to City dated _____, 2017 (the “Proposal”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Proposal and any provision contained in this Agreement, 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 services under the Project. Contractor hereby warrants to City that all services on the Project shall be

performed according to applicable professional standards. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement.

2. Contract Price. For all services to be performed by Contractor on the Project, City agrees to pay to Contractor the sum of _____ (\$_____) Dollars, payable as set forth in Exhibit I.

3. Time of Performance. Contractor understands the time sensitivity of the Project and agrees to complete the services on the Project in timely manner in accordance with the Project schedule set forth in Exhibit I.

4. 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.

5. Permits, Fees and Licenses. Contractor agrees to apply for and obtain all Project permitting on behalf of the City for which City agrees to pay as set forth in Exhibit I. Contractor agrees to apply for, obtain and pay for all other governmental permits, fees and licenses necessary for the Contractor’s performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance

A. 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 of persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Contractor written notice thereof, and Contractor shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence.

3) Professional Liability: professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contractor in the amount of \$1,000,000.00 per claim and in the aggregate; and

4) Workers' Compensation: Contractor 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. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

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

8. Site Investigation. Contractor acknowledges that Contractor has inspected the service areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

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

City of Isle of Palms:

Representative: Linda Lovvorn Tucker, City Administrator

Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor]_____:

Representative: _____

Address: _____

10. 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.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by the 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. Governing Law; Severability. This agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

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

15. Subcontracting and Assignment. Contractor agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

_____, Contractor

By: _____

Title: _____

(as to Contractor)

EXHIBIT I

(Attach Contractor's Proposal, dated _____, 2017)