

**City of Isle of Palms, South Carolina
Request for Proposals (RFP) 2019- 04
Marine Geotechnical Investigation Services**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking competitive proposals for marine geotechnical investigation services per the plans and specifications included in this RFP. The 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.

Description

The City of Isle of Palms is working to plan, permit, and design marina refurbishment works for the existing Isle of Palms Marina. The marine works will include the removal and replacement of a majority of the floating docks, marina pilings, and piled access platforms. For design of new marina piles, the City will require additional information and analysis of the local subsurface conditions.

The project site is located along two water bodies: the Atlantic Intracoastal Waterway and Morgan Creek. Both waterbodies are relatively well protected from wave action, however the marina and navigable waterways remain in operation. According to published tidal datums (NOAA), the mean tide range in the area is on the order of 5.1 ft.

This scope outlines the minimum requirements for the subsurface investigation, the report, and the Consultant's quote.

Work Requirements

The Geotechnical Consultant's works shall include:

1. Obtain all necessary permits and approvals to undertake these works;
2. Submit method statements, work program, and safety plans for undertaking the works;
3. Perform a minimum of five (5) borings at the approximate locations shown on the attached drawing. Field boring locations may vary slightly from the indicated positions. Final boring locations should be surveyed relative to the local grid system. All borings are to be taken over-water using floating plant. Mudline elevations (anticipated to be between 10-15ft deep at MLW) shall be established via correction to MLW or another published datum;
4. Perform borings to the target maximum depth of 50 ft below the mudline. This depth shall be considered as indicative only and may be subject to encountered field conditions;
 - o Note that borings should be overseen by an experienced geologist or geotechnical engineering technician capable of analyzing field samples and updating the City's marina consultant during the drilling process. Should field conditions and draft logs indicate that additional or deeper borings are warranted, the Consultant shall

contact the City's marina consultant with the professional recommendation for approval and prior to initiating additional work.

5. Conduct Soil Penetration Testing (SPT) at 2.5' intervals for the first 15 ft and 5 ft intervals thereafter for each boring;
6. Upon completion of field exercises, provide a written report including, at a minimum:
 - Detailed boring log(s) for each location;
 - Soil descriptions, classifications, and design parameters for each layer of soil encountered, including but not limited to:
 - Type of soil (description);
 - SPT "N" value;
 - Unit weight of soil (submerged where under water);
 - Friction angle of soil, Phi;
 - Cohesion (where applicable);
 - k = horizontal modulus of subgrade reaction or soil modulus for use in a lateral pile analysis program, like ALLPILE or LPILE (unit F/L³);
 - e_{50} = strain at 50% deflection in P-Y curve (cohesive soils only);
 - D_r = relative density of soil (0-100%) for sandy soils.

The borings and the sampled soil layers may be averaged or generalized where, in the opinion of the geotechnical consultant, such generalizations will not result in any reduction in suitability for use in a lateral pile analysis. A recommendation shall be made for any soil safety factors to be incorporated into lateral or axial pile designs;

- Additional geotechnical design parameters for fixed timber pier (access platforms for gangway connection) and floating dock anchor piles;
- Discussion on seismic conditions and potential for liquefaction at the site;
- General recommendations for minimum embedment depth, axial and lateral load capacities, soil/pile safety factors, skin friction, chemical compatibility of soil and pile, drivability, and presence of boulders or very hard soil lenses;
- Other recommendations based on the geotechnical consultant's experience and field investigation.

Provisional Items

Two (2) additional boreholes have been considered as provisional only as shown on the Drawings. These additional sites may be added to the scope of works at a later date. This scope for the

provisional work should include the same level of oversight, analysis and interpretation as described above.

Instructions for Pricing

When submitting your proposal for these services, please include:

1. Estimated total cost;
2. Separate price for the provisional two (2) borings as indicated on the Drawings;
3. Unit costs for borings (per foot) in the event additional borings are requested or target depths are lengthened/shortened based on field data;
4. Unit costs for mobilization, demobilization, and any general / preliminary items;
5. Estimated project schedule/timing.

Proposal Process

Proposals should be submitted to the following:

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

Deadline for Submissions: The deadline for submission of bids is **August 30, 2019 at 1:00pm**. Proposals 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 2019-04 Marine Geotechnical Investigation Services**” 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 proposers to verify receipt by the City.

Proposals 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 proposer of any particular means of delivery of bids.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the 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 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.

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

If the Proposer is a corporation, state the correct corporate name and State of incorporation. If Proposer is a partnership, state names and addresses of partners. If Proposer 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.

By signing its bid, Proposer 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 RFP will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFP.

STATE OF SOUTH CAROLINA) AGREEMENT FOR MARINE
COUNTY OF CHARLESTON) GEOTECHNICAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Isle of Palms, S.C. (“City”) and _____ (“Contractor”).

WHEREAS, City desires to engage the services of Contractor to provide certain professional services for marine geotechnical investigation services (the “Project”); and

WHEREAS, Contractor agrees to perform the services 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. Marine geotechnical services as described in the Request for Proposals attached as Exhibit II.

B. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. 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 upon completion of each Task as detailed Exhibit I, which includes labor fees and anticipated expenses.

3. Time of Performance. Contractor understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner. 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.

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, obtain and pay for all 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). This does not include Permit fees required for permitting.

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 to persons or for loss of or damage to property) caused by 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.

C. Contractor agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all subcontractor work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of subcontractor's insurance shall be provided to City prior to commencement of any work by subcontractor.

7. Bond Requirements. The Contractor may be required to provide a Bid Bond, Payment Bond and/or Performance Bond to perform under the terms of this Agreement.

8. 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.

9. 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.

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

addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, City Administrator

Address: PO Box 508, Isle of Palms, SC 29451

(Contractor):

Representative:

Address:

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. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

(as to City)

By: _____

Title: _____

_____(Contractor)

By: _____

(as to Contractor)

Title: _____

EXHIBIT I

(Attached Contract's Proposal, dated _____)

EXHIBIT II

(Attached Request for Production, dated _____)