

MAYOR:
John Labriola

TOWN ADMINISTRATOR:
Stephanie Monroe Tillerson

TOWN ATTORNEY:
Joseph Wilson



TOWN COUNCIL MEMBERS:
John Moffitt
Bradley D. Belt
Michael Heidingsfelder
Russell A. Berner

ENVIRONMENTAL COMMITTEE MEETING
Council Chambers and via Zoom
October 11, 2023; 1:00 PM

AGENDA

- I. **Call to Order:**
- II. **Approval of Minutes:**
 - A. Minutes of the August 9, 2023 Environmental Committee Meeting
- III. **Citizen's Comments:**
- IV. **Project Updates:**
 - A. Shorebird Stewardship Program
 - B. Grow Native
 - C. Rodenticides/Wildlife
 - D. Kiawah Conservancy Projects
 - E. Clemson PhD Bobcat Anticoagulant Study
 - F. Marsh Management Plan
 - G. Kiawah Go Green Initiative
 - H. Kiawah River Bridge Access Feasibility Study
- V. **Old Business:**
 - A. Kiawah River No Wake Zone
 - B. Storage Boxes, Chairs, and Trash Cans on the Beach
- VI. **New Business:**
 - A. Watershed Master Plan RFQ
 - B. Tallow Tree Control Program
- VII. **Reports:**
 - A. Town of Kiawah Island
 - B. Kiawah Island Community Association Land & Lakes Management
 - C. Kiawah Island Golf Resort
 - D. Kiawah Island Architectural Review Board
 - E. Kiawah Conservancy
 - F. Turtle Patrol
- VIII. **Citizen Comments:**
- IX. **Chairman's Comments:**
- X. **Committee Member Comments:**
- XI. **Adjournment:**

FOIA: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

REQUEST FOR QUALIFICATIONS (RFQ) FOR A WATERSHED MASTER PLAN IN THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA

1. INTRODUCTION:

The intent of this REQUEST FOR QUALIFICATIONS, hereinafter referred to as RFQ, is to obtain qualifications from professional and experienced consultants hereinafter referred to as CONSULTANT to develop a Watershed Master Plan (WMP) for the Town in accordance with the preliminary scope of work and expectations outlined. The WMP must include, at minimum, the nine elements specified by the United States Environmental Protection Agency's (EPA) watershed-based plan development guidance. The overall goal of the completed WMP is to provide thorough plans for the potential implementation of the plan's recommendations. While data analysis is an important aspect of watershed planning and recommendations, most of the time, effort, and resources should not be spent on data analysis but rather interpretation of data for implementation.

Kiawah Island, a barrier island in South Carolina, is just south of Charleston. The Town of Kiawah Island is a residential beachfront community encompassing a world-class resort. The Island has a rich variety of maritime habitats and scenic natural resources that include over 10 miles of beach, a broad salt marsh with tidal creeks, freshwater wetlands, and extensive maritime forest and shrub thickets. Due to environmentally sensitive planning, Kiawah Island has been recognized nationally for its creative balance between natural and developed areas.

With this proposed plan, it is important to keep in mind that the Town of Kiawah Island is unique: most of the Town is within a private, gated community. Although zoning and development are governed by Town ordinances and development agreements, the infrastructure inside the gate is owned and maintained by the Kiawah Island Community Association (KICA) and other private organizations.

2. SCOPE OF WORK

The selected firm will be expected to work under the supervision of the Floodplain Manager in the development and adoption of a WMP to satisfy project objectives. The scope of work may be modified during contract negotiations but can be expected to include, at a minimum, the project management, public involvement, and planning services and deliverables described in the complete RFQ.

The WMP will be used as a guide to encourage and establish local development practices, Town ordinances, policies, and capital improvement projects that enhance the quality of life on Kiawah and sustain a critical resource for generations. WMP are documents to identify pollutants in the watershed, determine the sources of the pollutants, and describe what needs to be done to address each source. A WMP must include stakeholder participation,

assessment of the specific causes of impairments and sources of water quality problems, identification of measurable water quality goals, and the recommended implementation of specific actions needed to solve those problems.

a. THE EFFECTS OF CLIMATE CHANGE AND WATERSHED PROTECTION

In conjunction, analysis of how climate change could impact the watershed is a crucial aspect of the overall WMP. Climate change could result in higher stream temperatures and more intense watershed disturbances such as more frequent and intense flooding, tropical storm events, higher stream flows, rising sea levels, increased erosion rate, displacement of wetlands, and tidal mixing. These changes have the potential to cause increased levels of pathogens and dissolve oxygen in the waterbodies. These changes could also harm humans and native aquatic life populations such as macroinvertebrates and fish.

The proposed WMP should assess and prescribe best management practices (BMPs) that determine what local needs may be and incorporate adaptation planning aspects to ensure that proposed BMPs take more intense watershed disturbances and their impacts into consideration. Identified BMPs should also address not only pollutants and their sources but also take into consideration the impacts of climate change and more intense watershed disturbances.

3. PROJECT OBJECTIVES

The watershed masterplan shall be used as a guide to establish town ordinances and policies that will enhance the quality of the watershed. The intent of the document is to develop an understanding of the current condition of the watershed, the potential risks, and to establish best management practices to protect those resources, our residents, and our critical marine environment.

4. PROJECT SETUP:

Existing plans, data, analysis and reports:

- Town of Kiawah Island Comprehensive Plan
- 2018 Flood Mitigation and Sea Level Rise Adaptation Report
- Town of Kiawah Island Land Use Planning and Zoning Ordinance
- Town of Kiawah Island Beach Management Plan
- Marsh Management Plan
- KICA Stormwater Master Plan

Additional Reports, Studies, and Data will be made available including:

- Marsh Vulnerability Study
- Kiawah Groundwater Study

5. PROPOSAL SUBMITTAL DEADLINE:

All qualifications must be delivered prior to 2:00 PM EST on **Friday, November 17, 2023**. Qualifications must be submitted in a sealed envelope plainly marked **“REQUEST FOR QUALIFICATIONS – WATERSHED MASTER PLAN”** for the Town of Kiawah Island. Proposals can be mailed, or hand-delivered to the Town of Kiawah Island, Attn: Petra Reynolds, Town Clerk, 4475 Betsy Kerrison Pkwy., Kiawah Island, SC 29455. The proposals shall consist of one (1) printed version and one (1) electronic version on a CD or Thumb Drive.

6. PRE-QUALIFICATION MEETING:

A pre-qualification meeting will be held in the Council Meeting Room at the Kiawah Island Municipal Center on Monday, November 13, 2023 at 1:00 pm. Additional documentation will be available at the pre-qualification meeting.

7. LATE AND ELECTRONIC PROPOSALS

Late proposals will not be accepted under any circumstances, and any proposal so received shall be returned to the proposing CONSULTANT unopened. In addition, proposals sent electronically are not acceptable and will be rejected upon receipt. Each proposing CONSULTANT will be expected to allow adequate time for delivery of proposal. Sole responsibility rests with the proposing CONSULTANT to see that their proposal is received on time.

8. CONDITIONS OF QUALIFICATION SUBMITTAL

All proposing CONSULTANTS shall comply with all conditions, requirements, and specifications contained herein; any departure will constitute sufficient cause for rejection of qualification.

- A duly authorized official of the proposing CONSULTANT submitting the proposal must sign the proposal.
- Only one proposal will be accepted from any firm.
- The Town of Kiawah Island is not liable for, nor will it pay any cost incurred by responding firms related to the preparation of proposals or the interview process.

- All price quotes must be firm for a period of ninety (90) days following the proposal due date.
- The Town of Kiawah reserves the right to reject any and all proposals or any part(s) thereof; to waive any formalities or informalities contained in any proposal; and to award the proposal to the most responsive and responsible proposing CONSULTANT as deemed in the best interest of the Town of Kiawah Island.
- The Town of Kiawah Island will not return proposals or other information supplied to them by any proposing firm.
- The Town of Kiawah Island reserves the right, without prejudice, to reject any and all proposals or any part(s) of any proposal.

9. PROPOSAL SELECTION/EVALUATION FACTORS:

The Town of Kiawah Island's Floodplain Manager, Planning Manager and Wildlife Biologist will evaluate all proposals and make their recommendation to the Town of Kiawah Island Ways and Means Committee.

The Town will use the following metrics to evaluate the consultant's qualifications:

- Quality of proposal in terms of specifically addressing the submittal requirements and project scope to support a unique and customized proposal for Kiawah Island.
- Responsiveness to the needs of the Town of Kiawah Island, both in cost of services and in scope of the services offered
- Responsibility of the proposing CONSULTANT, and its experience in dealing with municipal governments, various stakeholders, specifically on projects of similar scope and nature
- Technical Capabilities and Specialized Knowledge of Watershed Planning, Marsh Management, Land Use and Environmental Planning
- Creative and Successful Experience with Public Engagement
- Professional Qualifications, Knowledge and Experience
- References

Following notification of the successful CONSULTANT, it is expected that a contract will be executed between the parties dependent upon and subject to the availability of specific funding for these professional services.

10. PROPOSAL ELEMENTS AND FORMAT:

Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the Town of Kiawah Island. Proposals shall include the following:

Cover Letter and Table of Contents: A cover letter shall be provided stating the name, physical and email address, and telephone number of the CONSULTANT's contact person and must bear the signature of the person having the authority to issue the proposal for the CONSULTANT and bind the firm in a formal contract with the Town of Kiawah Island. A summary of the contents of the RFQ and a table of contents laying out each section with corresponding page numbers.

Introduction and Qualifications: This section should contain an overview of the firm and the identified project manager, professional support staff, principal in charge, and known sub-consultant/contractor relationships. Statements of qualifications and resumes for project team members with specific mention of related projects are encouraged.

Summary of Experience: Provide a list of past and active projects including the name, type of project, location, firm's role in the project, and status of the project.

Public Engagement Approach: List at least three innovative public engagement activities utilized in past projects.

References: A list of references for which services have been provided by the proposing CONSULTANT for municipal governmental agencies for projects of this or similar type. Include contact names, addresses, and telephone numbers.

Preliminary Scope of Services: A preliminary scope of services and timeline to complete the project (the final scope of services and timeline will be determined upon the selection of the consultant). The timeline should include project milestones and an overall timeline for completion. Included as part of the proposal, the consultant shall provide a schedule to ensure that the project can be completed by August 14, 2024. If the consultant believes this will adversely affect the quality of the project, the consultant should explain why.

Budget Proposal: Proposed contract fees specifying a fixed fee shall be submitted containing a schedule of the estimated hours required and are to be broken down by type of personnel to be used for the proposed services. While cost will not be the sole determining factor, cost will be considered.

Additional Documents: Other support material or sample documents that demonstrate the firm's success in the watershed planning process and/or creative approaches to resiliency planning, public outreach, and community engagement.

Submittal of qualifications shall be taken as prima facie evidence that the CONSULTANT has full knowledge of the scope, nature, quality, and quantity of work to be performed and the detailed requirements and conditions under which the work is to be performed.

11. PROJECT SCHEDULE

October 3, 2023 – RFQ Released

November 13, 2023 @ 1:00 PM – Pre-Qualification Meeting

November 17, 2023 @ 4:00 PM – Response Deadline

December 1, 2023 – December 11, 2023 – Review and Interview of Consultants

December 18, 2023 – Selection of Qualified Consultants and Contract Negotiations

January 2024 – February 2024 – Contract Approval by Town Council

March 4, 2024 – Anticipated Project Kickoff (subject to approval by Town Council)

12. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING CONSULTANT

The successful proposing CONSULTANT, and its employees, will operate as an independent contractor and will not be considered employees of the Town of Kiawah Island.

13. INQUIRIES AND CORRECTIONS:

All inquiries relating to this request shall be addressed to: Bruce D. Spicher

Town of Kiawah Island

4475 Betsy Kerrison Pkwy.

Kiawah Island, SC 29455

(843) 768-9166

bspicher@kiawahisland.org

OFFEROR'S CHECKLIST

NOTE: These items are the criteria on which your proposal will be evaluated.

Please make sure that the following items are included with your submittal:

- ❑ Submittal Form (**Required**)
- ❑ Non-Collusion Oath (**Required**)
- ❑ Documentation of Insurance Coverage (**Required**)
- ❑ Copy of Business License (If applicable)
- ❑ Minority/Women Owned Business Certification (Preferred but not required)

NOTE: IN ADDITION TO THE ABOVE, THE FOLLOWING ITEMS MUST ALSO BE INCLUDED OR ADDRESSED IN YOUR SUBMITTAL:

- ❑ Organization Information (**Required**)
- ❑ Personnel List (i.e. names of persons to be used in this engagement) (**Required**)
- ❑ References (**Required**)
- ❑ All-Inclusive Cost (**Required**)

You do not have to submit the Offeror's Checklist. This list is included for your convenience. However, all required information must be provided.

Failure to submit the required items may deem your submittal to be non-responsive.

DATE: _____, 2023

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. Understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

II. REFERENCES / EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

REFERENCES / EXPERIENCE (Continued):

2. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

3. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

REFERENCES / EXPERIENCE (Continued):

4. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

5. COMPANY NAME: _____
Contract Title: _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City: _____ State: _____
Telephone: _____
Email: _____

III. **COST:**

In compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise noted, for Services for a Watershed Master Plan for the following cost:

All-inclusive Project Cost
\$

NAME OF COMPANY: _____

By: _____
Signature Print Name

Title: _____ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Business Fax Number: _____

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: _____

BUSINESS LICENSE:

The Offeror is not required to have valid business licenses to submit a Proposal. However, Offeror's must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

Yes No If yes, list the number _____

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful offeror, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than at the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___ Yes ___ No

If so, are you certified? ___ Yes ___ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2023

Authorized Signature for Offeror

Please print Offeror's name and address:

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Print Name: _____