

Mayor Craig E. Weaver

Council Members Jack Koach Diana L. Mezzanotte Chris Widuch John R. Wilson

<u>Town Administrator</u> Stephanie Monroe Tillerson

4475 Betsy Kerrison Parkway | Kiawah Island, SC 29455 | (843) 768-9166 | Fax (843) 768-4764 | www.kiawahisland.org

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center Council Chambers May 22, 2018; 2:00 pm

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Approval of Minutes:A. Ways & Means Committee Meeting of April 24, 2018

[Tab 1]

- IV. Citizens' Comments: (Agenda Items only)
- V. Old Business: None

VI. New Business:

- A. To Consider Recommendation to Town Council for Approval of the Island Beach Services, Beach Patrol Contract Amendment Request
 [Tab 2]
- B. To Consider Recommendation to Town Council for Approval of Hydro Enterprises Proposal for the Parkway Bridge Embankment Stabilization Project [Tab 3]
- C. To Consider Recommendation to Town Council for Approval to Engage a Structural Engineering Consultant. [Tab 4]
- D. To Consider Recommendation to Town Council for the Approval of the Summit Cleansing Services Contract Amendment
 [Tab 5]

VII. Chairman's Report:

- VIII. Treasurer's Report:
- IX. Citizen Comments:
- X. Committee Member's Comments:
- XI. Executive Session: None
- XII. 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.

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center Council Chambers April 24, 2018; 2:00 pm

AGENDA

- I. Call to Order: Mr. Wilson called the meeting to order at 2:00 pm.
- II. Pledge of Allegiance

Present at the meeting: John R. Wilson, Chairman Craig Weaver, Mayor Diana Mezzanotte Chris Widuch Jack Koach

Also Present: Stephanie Monroe Tillerson, Town Administrator Dorota Szubert, Town Treasurer Petra Reynolds, Town Clerk

III. Approval of Minutes: A. Ways & Means Committee Meeting of February 27, 2018

Mr. Widuch made a motion to approve the minutes of the February 27, 2018 Ways and Means Committee Meeting as amended. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously passed.

B. Ways & Means Committee Meeting of March 27, 2018

Mayor Weaver made a motion to approve the minutes of the March 27, 2018 Ways and Means Committee Meeting. The motion was seconded by Mrs. Mezzanotte and the minutes were unanimously passed.

- IV. Citizens' Comments: (Agenda Items only) None
- V. Old Business: None
- VI. New Business:

A. To Consider Recommendation to Town Council for Approval of the SATAX Funding Amounts

Mr. Wilson reviewed the recommendations from the SATAX Committee as follows:

Applicant Sponsor	Appli	2018/2019 cation Request		TAX Committee
TOKI/Freshfields Village	\$	17,000	ę	
TOKI/Freshfields Village	Ś	55,000	-7 -2	15,000
TOKI / Kiawah Island Golf Resort			<u>ې</u>	35,000
Kiawah Island Motoring Retreat	1	475,000	\$	435,000
Professional Golfer's Association of America		30,000	\$	10,000
Town of Kiawah Island	3	120,000	\$	120,000
Town of Kiawah Island	\$	254,000	\$	100,000
Totals for Year Ending	\$	423,000	\$	385,000
	\$	1,374,000	\$	1,100,000

Mr. Wilson indicated the Committee Members received a letter from Mr. Hubbard, the Chairman of the SATAX Committee. He apologized for the incorrect belief on the part of the Committee that the Kiawah Island Motoring had not received SATAX funds in the past and recommended only a partial allocation of funding. He requested the Ways and Means Committee reconsider the funding request.

Mr. Stemerman, Co-Chairman of the Kiawah Island Motoring Retreat, gave a brief overview of the recent "Cars on Kiawah" event and requested that members consider granting the additional funding to provide a total of \$25,000.00 for the Kiawah Island Motoring Retreat.

Mayor Weaver suggested leaving the SATAX amounts as recommended by the SATAX Committee and using the Local Accommodations Tax for the additional funding request.

Mayor Weaver made a motion to recommend to Town Council to approve \$10,000.00 in funding to the Kiawah Island Motoring Retreat as recommended by the SATAX Committee. The motion was seconded by Mrs. Mezzanotte. The motion was passed with Mr. Wilson recusing himself.

Mayor Weaver made a motion to recommend to Town Council to approve funding to Freshfields Village, Kiawah Island Golf Resort, PGA and Town of Kiawah as recommended by the SATAX Committee. The motion was seconded by Mrs. Mezzanotte and was unanimously passed.

Mr. Widuch made a motion to recommend to Town Council to approve additional funding for the Kiawah Island Motoring Retreat. The motion was seconded by Mr. Koach.

Members discussed the level of \$15,000.00 in funding being considered and noted that all of the applications submitted to the SATAX Committee underwent funding decreases.

Mr. Widuch made a motion to recommend to Town Council to approve an additional \$15,000.00 in funding to the Kiawah Island Motoring Retreat from restricted funds. The motion was seconded by Mrs. Mezzanotte.

Mrs. Mezzanotte expressed her concern with the amount and indicated that she would be in favor of decreasing the funding level to \$10,000.00.

Following further discussion, the motion was passed with Mrs. Mezzanotte voting "no" and Mr. Wilson recusing himself.

B. To Consider Recommendation to Town Council for Approval of the FY 2018/2019 Budget

Mr. Wilson began a review of some of the items which would have an impact on the proposed FY 2018-2019 budget. The first item is the reduction of revenues related to changes in the permitting process with the elimination of trade permits.

Mr. Widuch explained that the proposed ordinance, requiring Council approval, would eliminate the requirement to obtain a residential trade permit for work not requiring an inspection. Not having to issue these permits would reduce permitting revenues by approximately \$100,000.00 but free up staff to perform more productive tasks.

Mr. Wilson stated the solid waste fee structure was another item which would impact the FY 2018-2019 budget.

Mrs. Szubert stated the approval of the new contract with Carolina Waste prompted the restructuring to the fee schedule. She stated that the cost of residential curbside services will remain a service fully funded by the Town. She reviewed the proposed rates for the remaining services provided; Backdoor services will continue to be partially subsidized with an increase in the yearly rate to \$210.00, along with villas and cottages in HOAs at a rate of \$260.00. Single family and HOA which are rentals will be charged the full rate of \$385.00. Regimes/multi-family rentals homes will also will be charged the full rate of \$45.00 and billed within the business license process. Rates are based on the average cost for the services provided and the new fee schedule will be effective July 1st.

Mr. Wilson called attention to items that will have an effect on the expenses in the FY 2018-2019 budget. Funding for the proposed full-time law enforcement coverage on the Island by CCSO (Charleston County Sheriff's Office) is estimated to have an approximate cost of \$1.1 million at start up, along with the item of the Kiawah Island Conservancy funding.

Mrs. Mezzanotte stated the Environmental Committee reviewed the projects that were submitted by the Conservancy and listed the five projects the Committee supported within the \$70,000.00 budget. Members agreed to the budget amount and the approach that prior to funding, each project would be evaluated to meet the requirements of the restricted funds guidelines.

Ms. Tillerson stated that currently the cost for the Town's Planning Services are shared with Charleston County with the fees for those services paid to the County. With Planning Services due to be brought in-house as of July 1st, the proposed Planning fee schedule will need to be adopted as part of the budget. The proposed Planning Department Fee Schedule was generated utilizing the base fees from the current Charleston County Planning Department fee schedule with some modifications.

Mr. Widuch made a motion to recommend to Town Council the approval of the FY 2018-2018 budget with the changes specified. The motion was seconded by Mayor Weaver and was unanimously passed.

VII. Chairman's Report: None

VIII. Treasurer's Report:

A. Review Budget vs. Actuals Report for the first three Quarters of FY 2017-2018

Mrs. Szubert presented and reviewed the Town's Balance Sheet as of March 31, 2018 and Budget to Actual Report for the first nine months. The Budget to Actual Report is compiled on the cash basis and all the funds are consolidated.

Mrs. Szubert stated that as of March 31, 2018, the Town's governmental funds combined have ending fund balance of approximately \$17.1 million, an increase of approximately \$490,000.00 from June 30, 2017. Of that amount approximately 40%, or \$6.8 million is available for spending at the Town's discretion (unassigned fund balance).

Overall, for the first nine months the Town's revenues appear reasonable for this time of the year and in line with the expectations. Consolidated revenues of \$6.5 million were approximately \$80,000.00 higher than budgeted. The positive variance is mostly attributable to building permits fees that are approximately \$200,000.00 higher than budgeted and interest revenue that is approximately \$80,000.00 higher than budgeted. Both variances are expected

to carry throughout the year and are related to start of the construction of some KIGR projects on the Island and steady growth of the rate of return on investments. The Town also has received final reimbursement of \$42,000.00 from FEMA for the clean up after Hurricane Matthew. The negative variances are mostly related to the timing of the monthly collection of the Local Option, Accommodations and Hospitality Taxes, except for the Electric Franchise Fee that has been received approximately \$100,000.00 less than budgeted. Currently the staff is investigating this shortfall.

With 75% of the year lapsed at the end of March, expenditures to date are approximately \$5.4 million or 76% of total budgeted expenditures. The small negative variances are mostly related to timing with the few exceptions that will carry throughout the year. Insurance cost is 17% higher than budgeted due to increase in bridge coverage premium. Maintenance cost will exceed budgeted amount and for the first nine months are 9% over the budget. In the second quarter, the Town also incurred costs related to the cleanup and partial beach renourishment after Hurricane Irma that totaled as of March 31, 2018 \$95,000.00 and \$185,000.00 respectively.

Capital expenditures are in line with the budget. The negative variance in Municipal Center construction cost is related to timing. This project has been completed and closed.

- IX. Citizen Comments: None
- X. Committee Member's Comments: None
- XI. Executive Session: None
- XII. Adjournment:

Mr. Widuch made a motion to adjourn the meeting at 3:06 pm. The motion was seconded by Mrs. Mezzanotte and was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

John R Wilson, Chairman

Date



Request for Ways and Means Committee Action

- TO: **Mayor and Committee Members**
- FROM: **Rusty Lameo, Public Works**
- SUBJECT: **Shoreline Erosion Repair Bids**
- DATE: 5/18/2018

BACKGROUND:

During our last Hurricane Matthew, we sustained severe erosion along the outbound lane of the Parkway prior to the bridge. The Town entered into a contract with McSweeney Engineers to inspect and create a work plan for these repairs. Project submittals were received from three companies and reviewed by the Public Works Committee.

ANALYSIS:

The Public Works Committee reviewed these bids and found all three companies to be competent, and their Scope of Work to be inline with the requirements of the project. McSweeney Engineering will handle over sight to the project.

Blutide Marine Construction	\$171,778.72
Hydro Enterprises	\$112,450.00
Truluck Construction Company	\$182,900.00

ACTION REQUESTED:

The Public Works Committee, after review, is recommending the Ways & Means Committee to award the contract to Hydro Enterprises.

BUDGET & FINANCIAL DATA:

The costs for the projects is \$112,450.00 and has been included the FY 2017-2018 Budget.

BID FORM

Kiawah Island Parkway Bridge Embankment Stabilization

GENERAL:

Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses, and applicable taxes necessary to complete the Kiawah Island Parkway Bridge Embankment Stabilization work located along Kiawah Island Parkway on Kiawah Island, South Carolina in accordance with the Bidding Documents. All bidders shall be legally qualified under the provisions of the South Carolina Contractor's Licensing Law, Chapter 11, Sections 40-11-05 through 40-11-440 of the South Carolina Code of Laws as amended. Any bid submitted by a bidder who does not meet these requirements shall be rejected.

UNIT PRICE WORK AND SCHEDULE OF VALUES:

BIDDER offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER. Information below shall be consistent with BIDDER's Schedule of Values.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	COST
1	Mobilization	1	\$27000.00	LS	\$27000.00
2	Gabion Basket (include basket completely filled with stone per specifications)	170	\$190.00	LF	\$32300.00
З	Riprap (for toe protection - not gabion)	30	\$115.00	TON	\$3450.00
4	Bedding Gravel	13	\$100.00	CY	\$1300.00
5	Filter Fabric	400	\$5.00	SY	\$2000.00
6	Concrete Flume	1	\$7500.00	LS	\$7500.00
7	Plantings	1	\$12000.00	LS	\$12000.00
8	GeoCell	1900	\$2.00	SF	\$3800.00
9	Timber Bulkhead (include soldier piles, wale and hardware)	18	\$600.00	LF	\$10800.00
10	Backfill	150	\$37.00	Сү	\$5550.00
11	Tree Removal/Site Preparation	1	\$6750.00	LS	\$6750.00

Bid Total \$ \$112,450.00

Add/Alternate: Replace Timber Bulkhead with Composite FRP Bulkhead: \$8,000.00 ERP(\$2800.00 less than timber)/\$109,650.00 total

COMPANY NAME:	Hydro Enterprises, Inc				
ADDRESS:	PO Box 659, Johns Island, SC 29457				
PHONE	843-559-4984/843-562-6688				

Wade & Charlotte Stegall CONTACT: SIGNATURE DATE: _ 5/2/2018

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Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses, and applicable taxes necessary to complete the Kiawah Island Parkway Bridge Embankment Stabilization work located along Kiawah Island Parkway on Kiawah Island, South Carolina in accordance with the Bidding Documents. All bidders shall be legally qualified under the provisions of the South Carolina Contractor's Licensing Law, Chapter 11, Sections 40-11-05 through 40-11-440 of the South Carolina Code of Laws as amended. Any bid submitted by a bidder who does not meet these requirements shall be rejected

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		Base Bid			
NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	COST
1	Mobilization	1	14,24000	LS	14,240 °°
2	Gabion Basket (include basket completely filled with stone per specifications)	170	2 39.69	LF	40,730.30
3	Riprap (for toe protection - not gabion)	30	361.34	TON	10,840. 20
4	Bedding Gravel	13	1,304.62	CY	16,960.00
5	Filter Fabric	400	1400	SY	5,600.00
5	Concrete Flume	1	7.9840	LS.	7,984.00
7	Plantings	1	14,240 4	۲ LS	14.240 00
8	GeoCell	1900	15, 38	SF	29,222.00
9	Timber Bulkhead (include soldier piles, wale and hardware)	18	571.12	LF	10,280.16
10	Backfill	150	99,48	CY	14,922.00
11	Tree Removal/Site Preparation	1	6,760.	¢ LS	6,760.00

71, 778, 72Bid Total \$____

Replace Timber Bulkhead with Composite FRP Bulkhead: \$ _ Alternate uilding and maintenance Contractors, LLC Louistruchogonitact: Karl Rakes COMPANY NAUE KULDE Marine Juite 104 JENKINS IGNATURE ADDRESS: 29407 has, sc PHONE

LICENSE# G112859 STATE OF SOUTH CAROLINA LICENSE# G112859 DEPARTMENT OF LABOR, LICENSING AND REGULATION

SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

The following licensee:

RAKES BUILDING & MAINTENANCE CONTRACTORS LLC 1038 JENKINS DRIVE STE 104

CHARLESTON SC 29407

has met the necessary qualifications required by the laws of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD5 MR5 AP5 BR5 CT5 GD5 CP5 HI5 BT5 RR5 HY5 WL5

EXPIRATION DATE:.....10/31/2018 Effective License Issue:09/08/2016 Initial License Date: 11/17/2006
 Croup Number and Dollar Limitations: ***

 The number after your 2-letter classification(s) above is your Group#

 Group #1 - \$50,000
 Group #3 - \$500,000

 Group #2 - \$200,000
 Group #4 - \$1,500,000

لى . eneres ? Administrator

Qualifying Party: KARL W RAKES

It is at the discretion of the licensee, not the board, to authorize officers or employees of the company to pull permits and conduct business

Group #5 - \$Unlimited

TOWN OF KIAWAH ISLAND

BID FORM

Kiawah Island Parkway Bridge Embankment Stabilization

GENERAL:

Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses, and applicable taxes necessary to complete the Kiawah Island Parkway Bridge Embankment Stabilization work located along Kiawah Island Parkway on Kiawah Island, South Carolina in accordance with the Bidding Documents. All bidders shall be legally qualified under the provisions of the South Carolina Contractor's Licensing Law, Chapter 11, Sections 40-11-05 through 40-11-440 of the South Carolina Code of Laws as amended. Any bid submitted by a bidder who does not meet these requirements shall be rejected.

UNIT PRICE WORK AND SCHEDULE OF VALUES:

BIDDER offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER. Information below shall be consistent with BIDDER's Schedule of Values.

Base Bid					
NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE	UNIT OF MEASURE	COST
1	Mobilization	1	\$15,500	LS	15,500.00
2	Gabion Basket (include basket completely filled with stone per specifications)	170	\$100.00	LF	17000.00
3	Riprap (for toe protection - not gabion)	30	00.005	TON	6,000.00
4	Bedding Gravel	13	\$ 80.00	CY	2,400.00
5	Filter Fabric	400	\$8.00	SY	3,200.00
6	Concrete Flume	1	3 500.00	LS	3,500.60
7	Plantings	1	\$ 30,000.00	LS	30 000.00
8	GeoCell	1900	\$ 30.00	SF	57.000.00
9	Timber Bulkhead (include soldier piles, wale and hardware)	18	\$750.00	LF	13,500.00
10	Backfill	150	\$ 32.00	CY	4800.00
11	Tree Removal/Site Preparation	1	\$ 30,000.0	U LS	30.000.00

Bid Total \$ 182, 400.00

Add/Alternate:

Replace Timber Bulkhead with Composite FRP Bulkhead: \$

Truluck Construction Co Inc.

1012 A St. Andrews Bluch. Charleston SC 29407 P: 864-680-2107

COMPANY NAME:

ADDRESS:

PHONE

Rawlins Lowndes CONTACT: SIGNATURE: DATE:

0:843-766-5571 Truluck construction @ gmil.com LK# Unlimited



*** It is at the discretion of the licensee, not the board, to authorize officers of the company to pull permits and conduct business ***

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Kiawah Island Parkway Bridge Kiawah Island, SC 29455

Town of Kiawah Island Kiawah Island Parkway Bridge Embankment Stabilization 2018

PROJECT MANUAL

Wween

McSweeney Engineers

123 Cannon St. Charleston, SC 29403

SECTION 1 GENERAL INFORMATION

GENERAL

1.1 SUMMARY OF WORK

The "work" under this contract includes the furnishing of all labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that is required to complete the project.

The work consists of the construction of erosion control measures adjacent to the southeast embankment of the bridge carrying the Kiawah Parkway over the Kiawah River on Kiawah Island. The work includes the creation of a rock filled gabion sills placed at the toe of both embankments, measuring approximately 170 linear ft. Gabions are 3 ft by 3 ft by 6 ft double-cell wire basket gabions consisting of galvanized steel wire encapsulated in Polyvinylchloride (PVC). In addition, the existing eroded embankments will be grubbed, backfilled, and regraded with a suitable well graded and compacted fill material. Cellular geosynthetic mats will be used to retain the fill material. The cells of the geosynthetic will be filled with sprigs of marsh vegetation. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the Town of Kiawah. The limit of work is contained entirely within the delineated SCDHEC/OCRM Critical Line as depicted in the Contract Drawings.

1.2 Criteria for Bidding

1.2.1 Lump Sum Bid

The Bid shall include all work and requirements indicated by the Bidding Documents. The Contractor shall not be allowed extra compensation by reason of any matter or thing concerning which the Contractor could have fully informed himself/herself prior to bidding. No verbal agreement, understanding or conversation with an agent or employee of the Owner, either before or after the execution of the contract, shall affect or modify the terms or obligations herein contained.

- 1.3 COMMENCEMENT AND COMPLETION OF WORK
 - A) The Contractor shall commence work as directed by the Town on the date of the Notice to Proceed.
 - B) All work required by the Contract Documents shall be completed within 90 calendar days after the commencement of the work, as defined by the Notice to Proceed.

1.4 SUBMISSION OF INFORMATION

Submit the following information with the initial bid or when requested by the Owner:

- A) Designation of the work to be performed by the Contractor with his own forces, list of Subcontractors and their designated work.
- B) List of manufacturers and suppliers of specified materials to be used.
- C) Contractor's Schedule of Values
- D) Additional submittals are required and are presented on the table presented below:

KIAWAH ISLAND PARKWAY EMBANKMENT STABILIZATION

Specification	• • • • • • • • • • • • • • • • • • •	Date	Date		
Section	Submittal Item	Submitted	Reviewed	Action	Comments
1.4A	List of Subcontractors				
1.4B	List of Manufacturers			n	
1.4C	Schedule of Values				
1.9	Final Survey				
1.16	Certificates of Insurance				
	Preservative Treatment				
4.1A	Certificate				
6.6	Sheet Pile				
7.1	Geotextile				
11.2.B	Concrete Mix Design				
11.2.C	Concrete Formwork Shop Drawings				

1.5 WORKING HOURS

The Contractor shall perform all construction activities Monday thru Friday, excluding state holidays, between the hours of 7:00 a.m. and 5:00 p.m., unless previous arrangements are made with the Owner. All work performed at other times shall be only by approval from the Owner.

1.6 EXISTING SITE CONDITIONS

Data on the drawings pertaining to present conditions, dimensions, type of construction, obstructions on or near site, location of utilities, etc. have been obtained from sources believed reliable, but accuracy of such data is not guaranteed and is furnished solely for accommodation of the Contractor. If there is a significant discrepancy between the contract documents and existing conditions notify the Owner and/or Engineer immediately.

1.7 CONSTRUCTION AND STORAGE AREA

The Contractor shall confine the construction operations and storage of materials within an area approved by the Owner. This storage area shall be returned to its original condition by the Contractor following construction.

1.8 ROADWAY PROTECTION

The Contractor shall, at his expense, be responsible to repair any and all damage to the property's roads and drainage structures caused by his equipment and/or personnel. This includes damages to parking area pavements, curbs, sidewalks, and signage.

1.9 SURVEYING

Contractor is responsible for all staking and surveying. Contractor shall perform a post construction

survey of the project site. Survey will show the extents of the bulkhead, new topography and pertinent spot elevations. Survey will be delivered to Owner in hardcopy and AutoCAD compatible formats. Post construction survey extents shall match the survey extents shown on Sheet C1 of the construction drawings.

1.10 ARCHEOLOGICAL AND HISTORICAL ARTIFACTS

If any objects are uncovered during construction that could possibly be of archeological or historical importance, this shall be immediately reported to the Owner. Work at that location shall not proceed further until the Owner has evaluated the object and the area where it was found and has approved continuation of the work. If any construction time is lost due to such objects being found, an equal number of calendar days will be added to the project completion time given in the specifications.

1.11 SALVAGE RIGHTS

Unless stated otherwise in these specifications or on the plans, all equipment and materials removed as part of this project and not being reused shall become the property of the Contractor and removed from the site.

1.12 SITE ACCESS PRIOR TO BIDDING

Site can be accessed at all hours via public access and parking area. It is recommended to visit at low tide.

1.13 PERMITS

Owner shall obtain all permits that relate to the completed project. Contractor shall be responsible to post and maintain required permits at the construction site. The Contractor shall comply with all conditions of the SCDHEC-OCRM permits as applicable. A copy of the OCRM Permit is included in the Construction Documents.

1.14 TREE TRIMMING AND REMOVAL

All trees indicated for removal shall be completely removed and disposed of as part of this contract. Tree stumps and root systems that interfere with the landscaping plan shall be completely removed.

1.15 SECURITY

Contractor is responsible for the security of his equipment and work.

1.16 INSURANCE

Where applicable Marine Contractors shall provide certificates of insurance for liability, automobile, equipment, and workers compensation prior to mobilizing. Marine Contractors shall provide Marine Insurance; specifically USL&H and Jones Act Coverage for working over water or from a vessel as applicable.

1.17 CONTRACT

The contract used between the Owner and Contractor shall be AIA A104-2017 Standard Form Agreement Between Owner and Contractor.

1.18 PAYMENT

Submit pay application to the engineer by the 25th of the month. Owner will make payment by 10th of the following month.

SECTION 2 TEMPORARY FACILITIES AND CONTROLS

2.1 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

2.2 TEMPORARY CONTROLS

2.2.1 Barricades

- A. Erect and maintain temporary barricades to limit public access to hazardous areas. Whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic barricades will be required. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.
- 2.2.2 Fencing and Life Safety Signage
 - A. Prior to the start of work, enclose those areas at the construction site which are not within the construction fence with a temporary safety fence, including gates and warning signs, to protect the public from construction activities. The safety fence shall be bright orange where it protects work areas, shall be made of high density polyethylene grid or approved equal plastic fence from recovered materials containing 60-100 percent recovered content level plastic, a minimum of 42 inches high, supported and tightly secured to steel posts located on minimum 8 foot centers. Remove the fence from the work site upon completion of the contract.
 - B. "Danger Construction Area" signs shall be posted along the site and on the construction fence at intervals not to exceed 20 ft. Maintenance of the warning signage shall be the sole responsibility of the Contractor.

2.2.3 Traffic Control

A. Traffic control shall be the responsibility of the contractor should normal traffic operations need to be disrupted. All traffic control shall be in accordance with SCDOT Standards and the MUTCD. All traffic control plans must be coordinated with Town of Kiawah Island Public Safety for approval prior to implementation.

SECTION 3 EXECUTION

3.1 EMPLOYEE PARKING

Contractor employees will park privately owned vehicles within the parking area on the southeast embankment.

3.2 AVAILABILITY AND USE OF UTILITY SERVICES

3.2.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

3.2.2 Utility Services

Utility Services are not available at the construction site.

3.2.3 Meters and Temporary Connections

Not applicable

3.2.4 Sanitation

Provide temporary sewer and sanitation facilities that are self-contained units with both urinals and stool capabilities. Ventilate the units to control odors and fumes and empty and clean them at least once a week or more often if required by the owner. The doors shall be self-closing. Locate the facility behind the construction fence or out of the public view where possible.

3.2.5 Fire Protection

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

3.2.6 Dust Control

It is the Contractor's responsibility to control dust generated by construction activities. Dust control methods and procedures must be approved by the owner's representative. Treat dust abatement on access roads with water sprinklers, or similar methods or treatment.

CONTRACTOR'S TEMPORARY FACILITIES

3.3 Safety

Protect the integrity of any installed safety systems or personnel safety devices. If entrance into systems serving safety devices is required, the Contractor must obtain prior approval from the Engineer. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the Engineer.

3.3.1 Storage Area

Do not place or store trailers, materials, or equipment outside the designated area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Engineer away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on any given day. Do not stockpile materials outside the designated area in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the designated area at the end of each work day.

3.3.2 Maintenance of Storage Area

Keep storage area in a state of good repair. Grassed or unpaved areas, which are not established roadways, will be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles; gravel gradation will be at the Contractor's discretion.

3.3.3 Security Provisions

A. Contractor shall provide adequate security at the Contractor's temporary facilities.

3.4 CLEANUP

Remove construction debris, waste materials, packaging material and the like from the work site daily. This includes any dirt or mud which is tracked onto paved or surfaced roadways.

3.5 RESTORATION OF AREA

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence that will become the property of the Contractor. Restore to the original or better condition, areas used by the Contractor for the storage of equipment or material, or other use. Gravel used to traverse grassed areas must be removed and the area restored to its original condition, including top soil and seeding as necessary.

SECTION 4 EARTHWORK

4.1 SECTION INCLUDES

- A. Preparing Subgrades
- B. Excavating and backfilling
- C. Subsurface drainage

4.2 PROJECT CONDITIONS

4.2.1 Existing utilities

A) Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Engineer and then only after arranging to provide temporary utility services according to the requirements indicated:

- B) Notify the Engineer not less than two days in advance of proposed utility interruptions.
- C) Do not proceed with utility interruptions without the written permission of the Engineer.
- D) Contact utility-locator service for area where Project is located before excavating.

4.3 SOIL MATERIALS

4.3.1 General

Provide backfill with sufficient satisfactory soil material.

4.3.2 Definitions

A) Backfill and Fill: Satisfactory soil materials.

B) Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand.

C) Drainage Fill: Drainage fill will consist of a washed evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate, Size 57, with 100% passing 1-1/2 inch sieve and not more than 5 percent passing No. 8 sieve

D) Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, SW, SP and/or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

E) Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, CL, CH, OL, OH and PT or a combination of these group symbols.

F) Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of the optimum moisture content at the time of compaction.

4.3.3 Preparation

A. Protection of Existing facilities

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Sediment and Erosion Control

Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soilbearing water runoff or airborne dust to adjacent properties and walkways.

4.4 EXCAVATION

4.4.1 Definitions

A) Unclassified Excavation:

1. Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

2. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B) Classified Excavation: Excavation to subgrade elevations classified as earth and rock.

C) Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

1. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock.

4.5 APPROVAL OF SUBGRADE

- A) Notify Engineer when excavations have reached required subgrade.
- B) If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C) Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

4.6 STORAGE OF SOIL MATERIALS

- A) Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

4.7 BACKFILL

- A) Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Surveying locations of underground utilities for record documents (if applicable).
 - 2. Removing trash and debris.
 - 3. Removing temporary shoring and bracing.

4.8 SOIL FILL

- A) Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B) Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C) Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.

4.9 SOIL MOISTURE CONTROL

- A) Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

4.10 COMPACTION OF SOIL BACKFILLS AND FILLS

4.10.1 Placement in Lifts

Place backfill and fill soil materials in layers not more than 12 inches in loose depth. Contractor shall be aware of tie-rods and deadmen where applicable and will take all appropriate measures to protect these elements during the compaction process. Any tie-rods or deadmen damaged as the result of compaction operations will be replaced at no cost to the owner.

4.10.2 Backfill

Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

4.10.3 Compaction

Backfill behind sheet pile shall be compacted in 12" maximum lifts. Compaction of backfill shall be 95% based on ASTM D-698. Maintain heavy equipment at least four feet from the back of the sheet pile.

4.11 GRADING

A) General:

Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

4.12 PROTECTION

4.12.1 Protecting Graded Areas Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

4.12.2 Repair of eroded grades during construction

Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

- 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.
- 4.12.3 Settlement during construction

Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

4.12.4 Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

- 4.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS
 - A) Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

SECTION 5 GEOTEXTILES

GENERAL

This section covers the geotextile filter fabric used throughout the project.

5.1 UNITS

A. Method of Measurement: By the square yard including seams, overlaps, and wastage.

5.2 DEFINITIONS

A. Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported.

5.3 SUBMITTALS

5.3.1 Certification: The contractor shall provide to the Engineer a certificate stating the name of the manufacturer, product name, style number, and chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile.

5.4 DELIVERY, STORAGE, AND HANDLING

A. Geotextile labeling, shipment, and storage shall follow ASTM D4873. Product labels shall be color-coded to specifically identify each product and clearly show the Manufacturer's name, style name, and roll number.

B. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.

C. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property values of the geotextile.

PRODUCTS

5.5 MANUFACTURERS

- A. Carthage Mills 4243 Hunt Road Cincinnati, OH 45242
- 5.6 MATERIALS
- 5.6.1. Geotextile:

The geotextile shall be a woven geotextile of 100% high-tenacity, monofilament polypropylene yarns which are woven into a stable network such that they retain their relative position.

The geotextile shall meet the requirements of Table 1. All numeric values in Table 1 except AOS represent MARV in the specified direction. Values for AOS represent maximum average roll values.

TABLE 1 - SUBGRADE STABILIZATION GEOTEXTILE

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
STRENGTH			
Grab Tensile Strength	ASTM D4632	lbs	370 x 250
Grab Tensile Elongation	ASTM D4632	%	15
Puncture Strength	ASTM D4632	Lbs	120
HYDRAULIC			
Flow Rate	ASTM D4491	gal/min/ft ²	18
Permittivity	ASTM D4491	sec ⁻¹	0.28
SOIL RETENTION			
Apparent Opening Size (AOS) ¹	ASTM D4751	U.S. Sieve	70
SOIL INTERACTION			
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	90

¹ ASTM D4751: AOS is a Maximum Opening Diameter Value

5.6.2 The approved geotextile is as follows: **Carthage 6%**

5.7 EXECUTION

5.7.1 PREPARATION

The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.

5.7.2 INSTALLATION

A. The geotextile shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent geotextile rolls shall be overlapped, sewn or joined as required in the plans. Overlaps shall be in the direction as shown on the plans.

B. Clear the site of all large stones, roots, or other debris that might damage the geotextile. Excavate and shape the site to the lines and grades as directed by the Engineer and as shown on the contract drawings. Fill depressions or holes to ensure intimate contact between the geotextile and the prepared surface.

C. On curves, the geotextile may be folded or cut to conform to the curves. The fold or overlap shall be shingled in the direction of construction and held in place by pins or staples.

D. Prior to covering, the geotextile shall be inspected by to ensure that the geotextile has not been damaged during installation. Damaged geotextile, as identified by the Engineer, shall be repaired immediately. Cover the damaged area with a geotextile patch which extends an amount equal to the required overlap, or a minimum of three feet beyond the damaged area.

E. If placement of the backfill material causes damage to the geotextile, the damaged area shall be repaired as previously described above. The placement procedure shall then be modified to eliminate further damage to the geotextile from taking place.

END OF SECTION

Section 5 Page 2 of 2

SECTION 6 COMPOSITE SHEET PILE

GENERAL

Work covered under this section includes the FRP composite sheet piling for the Bid Alternate.

6.1 Materials

Sheet pile profile shall be manufactured with an interlocking feature that ensures adjacent panels maintain alignment. The sheeting material shall be an engineered composite.

6.2 Manufacturers

Acceptable suppliers for this project are:

Crane Materials International, 4501 Circle 75 Parkway, Suite E-5370, Atlanta, GA 30339 770-933-8166

Creative Pultrusions, 214 Industrial Lane, Alum Bank, PA, 15521, 814-839-4186

6.3 Sheet Piling

All sheet piling shall be manufactured entirely from a rigid, high impact resistant, UV-inhibited, weatherable fiberglass reinforced polymer. All exposed surfaces of the sheet piling shall be UV resistant. The sheet piling shall meet or exceed the characteristics listed in this specification. The sheet pile shall be free from visible cracks and other injurious defects. Minimum Average Physical Properties of the finished sheet piling shall conform to the following:

Basis of Design:

FRP Sheet Pile – Minimum Properties

<u>Section Modulus</u> 13.0 in³ per linear foot of wall

Moment of Inertia 52 in⁴ per linear foot of wall

Allowable Moment 10,833 ft-lb/ft

Sheet pile provided by other manufacturer's must be approved by the Engineer.

6.3.1 Wales

6x6 southern yellow pine Grade No.1 as shown on the contract drawings.

6.3.2 Bulkhead Cap

N/A

6.3.2 Tie-Back System Anchors

N/A

6.3.3 Solider Piles

Treated timber piling as indicated on the plans and within other sections of this manual.

6.3.5 Backfill material.

Backfill material placed behind the sheet pile shall be free draining and restricted to GW, GP, SW, or SP per ASTM D-2487.

6.5 Delivery and Storage

Upon delivery of materials to the site, contractor shall visually inspect all materials for defects or damage. If serious defect or damage is detected, contractor shall notify engineer immediately. Store bundled sheet pile on relatively level surface with a slight pitch to allow water to drain. Contractor should not break bundled sheet pile until ready for immediate installation.

6.6 Submittals

1) Shop Drawings to Include:

1. Sheet Pile Section Properties

6.7 Installation

6.7.1 Install driving guide, template, or wale system to aid in driving a straight and plumb wall. A "two level" template as well as front and rear wale/bracing system is strongly suggested for tough and/or deep driving situations.

6.7.2 Drive sheet pile (preferably in pairs) by "Driving in Steps" or "Gang Driving". Direction of installation should be with the male side of the sheet pile when possible. Mandrel, helmet, or drive shoes may be required if driving through hard soil strata or obstructions. It is very important that contractor drive sheet pile to required embedment depth. Under no circumstances shall the contractor cut-off or install shorter sheet pile without written authorization from engineer or the owner. Adequate precautions shall be taken to insure that piles are driven plumb. Sheet pile shall not be driven more than 1/2-inch per foot out of plumb in the plane of the wall, nor more than 1/16- inch per foot "out" of plumb perpendicular to the plane of the wall, nor more than 1- inch per foot "in" of plumb perpendicular to the plane of the wall. Jetting of sheet pile will not be permitted.

6.7.3 Piles driven out of interlock with adjacent piles or otherwise damaged shall be removed and replaced by new piles at the contractors expense

6.7.4 Install drainage system and as noted on the plans.

6.7.5 Backfill behind sheet pile in level compacted lifts (12" maximum lift thickness). Compaction of backfill shall be 95% based on ASTM D-698. Maintain heavy equipment at least four feet from the back of the sheet pile.

6.7.6 Installed sheeting length is shown on the Contract Drawings. Contractor shall be aware that there is no cut-off allowance for sheet pile. Contractor shall ensure that any damage to top of sheet pile

due to driving operations will be hidden by the bulkhead cap. If damage to the sheet pile is still visible after installation of the cap the Contractor shall extract and re-drive a new sheet at no additional cost to the owner.

SECTION 5 WOOD MARINE PILES

GENERAL

Work under this section covers the supply and installation of timber soldier piles for the bulkhead.

7.1 SUBMITTALS

Engineer approval is required for all submittals.

A. <u>Preservative Treatment Certificate</u>: Prior to commencement of work submit to the Engineer two (2) copies from an approved testing organization attesting that piles to be used in the work have been treated as required by this section. The Quality Mark of the American Wood Preservers Bureau (AWPB) affixed to piles will be accepted in lieu of a certificate.

7.2 DELIVERY, STORAGE, AND HANDLING

Close-stack treated timber and lumber material in a manner that will prevent long timbers or preframed material from sagging or becoming crooked. Keep ground underneath and within 5 feet of all such piles free of weeds, rubbish, and combustible materials. Protect materials from weather using suitable coverings. Handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating the surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect hardware from corrosion. Piles shall be unloaded with slings or other equipment. Piles or treated timber shall not be dumped or dropped.

PRODUCTS

7.3 MATERIALS

7.3.1 Piles

- A. Provide Southern Pine friction clean-peeled piles conforming to ASTM D25. Minimum butt diameter shall be 12 inches. Splices will not be permitted.
- B. Workmanship: Saw tips square with the axis of the pile. Saw vertical pile butts square with the axis of the pile. Trim or smoothly cut all knots and limbs flush with surface of the swell surrounding the knot. No strip of inner bark wider than 1/2 inch shall remain and sapwood shall not be cut through in clean-peeled piles.
- C. Preservative Treatment: Treat piles with Chromated Copper Arsenate (CCA) in accordance with AWPA Standards AWPA C1 and AWPA P5 Saltwater Piles, and in compliance with AWPB MP4-80 (minimum retention of preservative 2.5 pcf).

EXECUTION

7.4 INSTALLATION

7.4.1 Pile Driving Equipment

A. Handling: Inspect piles in the leads, and where the protective shell or treated wood is impaired, between cutoff and point not less than 10 feet below the ground, repair the piles in accordance with AWPA M4, unless the pile is damaged to such extent that it is rejected. Laterally support pile during driving, but do not unduly restrain from rotation in the leads. Where pile orientation is

essential, take special care to maintain the orientation during driving. Take special care in supporting battered piles to prevent excess bending stresses in the pile. When necessary, place collars around the pile head to prevent brooming. Do not use cant hooks. Cut piles with pneumatic tools, by sawing, or by other means approved by the Engineer.

- B. Driving Piles: Drive without interruption to the elevation indicated on the Drawings.
- C. Driving Equipment:
 - 1. Select and use a pile hammer of sufficient weight and energy to suitably install the specified pile without damage into the soils expected to be encountered. Place driving helmet or a cap and cushion block combination capable of protecting the head of the pile between the top of the pile and the ram to prevent impact damage to the pile. If block is damaged, split, highly compressed, charred or burned or has become spongy or deteriorated in any manner, replace with a new block. The helmet or block shall uniformly transmit energy to the pile with minimum loss of energy.

7.4.2 Tolerances in Driving Piles

Drive piles with a variation of not more than 0.25 inch per foot of pile length from the vertical for plumb piles. Butts shall be within 4 inches of the location indicated. Piles shall not be forced into position. Redrive piles that have heaved in excess of 8".

7.4.3 Jetting of Piles

Jetting will not be permitted unless approved by Engineer.

7.4.4 Fitting

Holes for bolts shall be of a size that will insure a driving fit. Where indicated, holes shall be counterbored for the bolt heads and washers.

7.4.5 Surface Treatment

After piles have been driven and cut off, all cut, bored and dapped surfaces shall be treated in accordance with AWPA M4.

7.4.6 Piles Driven to Refusal

If piles are driven to refusal, do not cut off tops of driven piles without authorization of the Engineer.

7.5 PROTECTION

7.5.1 Damaged Piles

Driving of piles shall not subject them to damage. Piles which are damaged, split, broomed, or broken by reason of internal defects or by improper driving below cutoff elevation so as to impair them for the purpose intended shall be removed and replaced; a second pile may be driven adjacent thereto at the Contractor's expense. Minor damaged areas of treated piles shall be treated in accordance with AWPA M4.

SECTION 8 HEAVY WEATHER PLAN

GENERAL

The requirements of this section do not supersede requirements set forth by the United States Coast Guard or other agencies having jurisdiction. Where there is a difference in requirements, Contractor shall follow the more stringent guideline.

- 8.1 The Contractor shall generate a Heavy Weather Plan in the event of Hurricane or Storm Conditions. This plan will require the completion of specific tasks prior to the arrival of a hurricane / storm. The intent is to reduce the project site's exposure to damage, allowing return of service as rapidly as possible after the hurricane / storm passes.
- 8.2 The Contractor and subcontractors shall be in a general condition of readiness during the hurricane season which runs from June 1 to November 30 each calendar year.
- 8.3 In the event of heavy weather, Contractor shall not moor vessels, barges, boats or other waterborne equipment to existing or newly installed structures. Contractor shall not secure or tie down equipment to any existing or newly installed structures. Contractor shall move all materials, equipments, and waterborne vessels to a secure location.
- 8.4 Any damage to existing or newly installed structures as a result of failure by the Contractor to move or secure equipment, material, and vessels from the construction site during periods of heavy weather shall be repaired at no additional cost to the Owner.
- 8.5 Delays in the work due to heavy weather will result in a contract extension. The extension time will be negotiated with the Owner and shall be based on the severity of the storm event.

PART 2 HEAVY WEATHER PLAN

- 8.6 Contractor Responsibilities
- A. Contractor shall have heavy weather plan in place and notify superintendents, personnel and subcontractors of required actions during heavy weather. The heavy weather plan shall address actions that include but are not limited to:
 - 1. Contractors shall ensure personnel are aware of requirements for securing work site in preparation for storm (e.g., contractors, trailers, and equipment).
 - 2. Waste pick up
 - 3. Emptying storage or tool sheds
 - 4. Removing portable toilet facilities
 - 5. Removing potential missile hazards on site
 - 6. Moving machinery, equipment, vessels and barges to a secure location.

SECTION 9 PLANTING

9.0 GENERAL

9.1 SUMMARY: This section includes: Plantings of Salt Meadow Hay (Spartina Patens)

9.2 GENERAL CONDITIONS: Contractor Responsibility

It shall be the responsibility of the Contractor to retain a Botanist, Biologist, Wetland Scientist, or other individual with similar qualifications and a minimum of two years experience in similar marsh grass plantings, and thoroughly versed in the regulations involved with this type of project. This individual, herein after referred to as "Botanist", shall be approved by the Resident Engineer.

9.3 SUBMITTALS:

- A. Produce certificates signed by manufacturer certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products
 - 2. Label data substantiating that landscaping products comply with standards specified.
- B. Qualifications from firms and persons to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

9.4 QUALITY ASSURANCE

- A. Installer qualifications: Engage an experienced installer who has completed landscaping work similar in material, design, and extent to that indicated for this project and with a record of success landscape establishment.
 - 1. Installer's field supervision: Require installer to maintain an experienced full time supervisor on the project site during times that landscaping is in progress.
- B. Topsoil analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
- C. Pre-installation conference: Conduct conference at project site.

9.5 COORDINATION AND SCHEDULING

Coordinate installation of planting materials during normal planting seasons for type of planting specified.

9.6 WARRANTY

A. General Warranty: The special warranty specified in the Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

9.7 SITE PREPARATION

9.7.1 GENERAL PROVISION

The contractor shall plan and execute operations in a manner minimizing the amount of excavated and exposed fill, or other foreign materials that are washed or otherwise carried into the replacement area and nearby wetland resource areas.

9.7.2 EROSION AND SEDIMENTATION CONTROL

A single row of staked hay bales shall be installed along the border of the existing wetland and the limit of wetland fill as shown on the plans. Hay bales shall be tightly butted to the adjacent bales, and staked with two 1" x 1" x 3' stakes spaced evenly in the bale and driven solidly into the underlying material. This shall serve as the limit of work line. Following planting, a second line of staked hay bales shall be placed at the upper limit of the wetland replacement area, as shown on the plans. These will serve to protect the replacement area from sedimentation and from foreign materials, which could potentially enter the area.

9.7.3 REPLACEMENT AREA PREPARATION

The marsh grass planting shall be performed under the direction and guidance of a qualified Botanist and as specified in these provisions. The preparation of the replacement area shall be accomplished in the following order.

- A. All existing marsh grasses that will buried based on the planned elevations shall be removed. These plants may be transplanted to a replacement area. The replacement area shall be excavated to a minimum depth of 12 inches below the existing grade. Any wetland resource area adjacent to the replacement area shall be separated from the replacement area by a barrier of hay bales and silt fence as shown on the drawings.
- B. All soil within the top 12 inches of the proposed replacement area surface shall be inspected for rubble; if rubble is found, it shall be removed from the topsoil. If the soil is beyond usable quality as determined by the Botanist, it shall be disposed of. Usable soil shall be stripped and stockpiled for reuse.
- C. All stumps, brush, debris and other vegetation shall be removed from the area that is to be affected by the project. These are not to be stockpiled in the resource areas or buffer zone while awaiting disposal.
- D. Upon completion of the replacement area, a hay bale barrier shall be placed around the entire perimeter to protect it during the rest of the construction.
- E. The sedimentation barriers shall be removed at the completion of all construction for the project. The ground under the sedimentation barriers shall be reseeded when the barriers are removed.

9.8 EXECUTION

9.8.1 OVERVIEW

The intent of this Section is to insure that at least 75 percent replacement surface area is reestablished with indigenous wetland plant species within two growing seasons of their planting. The following specifications provide for good establishment, low transplant shock, monitoring of the plantings, and replacement of plant material if necessary.

9.8.2 PLANTING SPECIFICATIONS

After the replacement area has been prepared as described above, it shall be planted. Marsh grass planting shall be performed during normal planting seasons for type of planting specified or as recommended by the Botanist and as approved by the Engineer. Specific guidance for planting materials is as follows:

- A. All plant material used shall be nursery grown, or newly transplanted, and healthy, sound and free of disease, insect, pests, eggs or larvae, and shall have a well-developed root system. Container-grown plants shall have sufficient roots to hold planting mix intact after removal from containers, but should not be root-bound.
- B. Plant material shall be planted as soon as possible (within a week) after it has been purchased. If it sits at the site before being planted, it shall be maintained by careful watering.
- C. The planting will consist of the material specified on the attached plan. It may be necessary to substitute if the specified plant material is not available. Any substitutions must be approved by the Botanist prior to planting.

9.8.3 PLANTING PROCEDURE

All marsh grass plantings will be performed by hand, using hand implements e.g., shovel or trowel. The following procedure shall be used for wetland plantings.

- A. Plants shall be installed as shown on plans. Plants will be placed in the cells of the geoweb. Plantings to be spaced 6-12 inches apart.
- B. To install each plant, a small hole shall be dug. A mixture of water and soil from the hole shall be prepared. The plant shall be removed from its container or burlap covering and set in the hole in a manner so that the top of the root ball is level with the surface of the ground. Care should be taken to keep the root ball intact while handling.
- C. For Balled & Burlap and container-grown material only, the following procedure for fertilizer application applies. The process for bare-root material is outlined in "2," below.
 - 1. Once each hole is dug for the replacement area vegetation, a small portion of slow release, root contact type fertilizer should be placed in the hole prior to the input of the plant material. Any fertilizer used for this work first must be approved by the Botanist at least by one week prior to use. For all shrub material, a small portion of bone meal should also be placed into the hole prior to insertion of the shrub. All vegetation should be fertilized with a fertilizer that is high in phosphorus composition to aid in plant root development. Care should be taken to not over-fertilize the transplanted plant material. If, by the determination of the Botanist, some plants are burned due to over-application of the fertilizer, all affected plant material must be replaced in-kind immediately by the horticultural contractor.
 - 2. For bare-root material (as noted on the planting list shown on the plans), no fertilizer shall be placed in the hole at time of planting.
- D. After fertilizer has been added and the plants placed, the soil mixture shall be backfilled into the hole and lightly compacted around the base of the plant.
- E. After plantings are completed, the replacement area will be hand raked to eliminate all soil compaction. Hand raking shall be conducted until soil is loose. Raking will also be performed in order to maintain finish grades established prior to planting. It is essential that any planted

material be watered after planting within the same day. If for any reason all plantings are not accomplished in one day, the finished plantings must be watered in the interim.

F. If wetland seed mix is included in the plant list shown on the plans, seeding shall be conducted after soil has been raked. Seed shall be sown by hand or by a small mechanical lawn seeder at the rates specified in the plant list. Water-soluble, quick-release fertilizer shall be broadcast at recommended rates along with the seed mix. The fertilizer nutrient analysis (ratio of sources of Nitrogen: Phosphorous: Potassium) should not be higher than 10-10-10. Watering of the seeded area must take place after seeding within that same day. Care should be taken during watering to direct a gentle spray of water that does not disturb seed on the soil surface.

9.9 MONITORING AND REPLACEMENT

Monitoring will be performed in order to ensure satisfactory plant establishment.

9.9.1 FIRST INSPECTION

An inspection shall be conducted at the end of the first full growing season, or 180 growing season days after planting, whichever comes first. Following this inspection, the Contractor is required to replace all plants that have not shown satisfactory evidence of establishment, and to reseed any areas that have not achieved at least 50 percent cover with plantings. 50 percent healthy foliage shall be assumed satisfactory evidence of growth after the first growing season. All dead or unsatisfactory plants shall be removed and replaced in kind and size by the contractor, at no additional cost to the owner, with plants as originally established under this specification and planting plan.

9.9.2 SECOND INSPECTION

A second inspection shall be made at the end of the second growing season. Following this inspection, the Contractor is required to replace all plants that are not healthy or are not flourishing. At the time of the second inspection, the Botanist shall determine whether the planted area has achieved the required 75 percent re-vegetation with Salt Meadow Hay. 75 percent cover by the plantings shall be assumed satisfactory evidence of growth after the second growing season. If this percentage is not achieved additional plantings, of the specified kind and rate, must be made by the contractor, at no additional cost to the owner.

SECTION 10 SOIL STABILIZATION SYSTEM

10.1 SUMMARY

- A. Work Included: This Section includes providing all material, labor, tools and equipment for installation of Cellular Confinement System as shown in the Contract Documents and as specified in this Section.
- B. The Cellular Confinement System shall be used for slope stabilization.

10.1.2 RELATED SECTIONS AND DIVISIONS

- A. The applicable provisions of the General Conditions shall govern the work in this Section.
- B. Section 0130000 Administrative Requirements
- C. Section 0220000 Site Preparation
- D. Section 312000 Earth Moving
- E. Section 312500 Erosion and Sedimentation Control

10.1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 218 Steel Sheet, Zinc-Coated (Galvanized) for Corrugated Steel Pipe.
 - 2. AASHTO M 288 Geotextile Specification for Highway Applications
- B. American Society of Testing and Materials (ASTM)
 - 1. ASTM D 1505 Density of Plastics by the Density-Gradient Technique.
 - 2. ASTM D 1603 Standard Test for Carbon Black in Olefin Plastic
 - 3. ASTM D 1693 Environmental Stress-Cracking of Ethylene Plastics.
 - 4. ASTM D 5199 Measuring Nominal Thickness of Geotextiles and Geomembranes.
 - 5. ASTM E 41 Terminology Relating to Conditioning.

10.1.4 SUBMITTALS

A. Submit Manufacturer's shop drawings, including Manufacturer's product data, samples and section layout.

10.1.5 QUALITY ASSURANCE AND CONTROL

A. The cellular confinement system material shall be provided from a single Manufacturer for the entire project.

10.1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
- B. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and out of direct sunlight.
- C. The materials shall be delivered, unloaded and installed in a manner to prevent damage.

10.2.1 ACCEPTABLE MANUFACTURER

- A. Presto Geosystems, PO Box 2399, Appleton, Wisconsin 54912 2399. Toll Free (800) 548 3424. Phone (920) 738 1328. Fax (920) 738 1222.
 E Mail <u>info@prestogeo.com</u>. Website <u>www.prestogeo.com</u>.
- B. An approved equal product may also be accepted.

10.2.2 GEOWEB CELLULAR CONFINEMENT SYSTEM

A. Base Materials

- 1. Polyethylene Stabilized with Carbon Black
 - a) Density shall be 58.4 to 60.2 pound/ft3 (0.935 to 0.965 g/cm3) in accordance with ASTM D 1505.
 - b) Environmental Stress Crack Resistance (ESCR) shall be 5000 hours in accordance with ASTM D 1693.
 - c) Ultra-Violet light stabilization with carbon black.
 - d) Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content.
 - e) Carbon black shall be homogeneously distributed throughout material.
 - f) The manufacturer must have an in-place quality control to prevent irregularities in strip material.
- B. Cell Properties
 - 1. Individual cells shall be uniform in shape and size when expanded.
 - 2. Individual cell dimensions (nominal) shall be plus or minus 10.

3. Cell

- a) Length shall be 11.3 inches (287 mm).
- b) Width shall be 12.6 inches (320 mm).
- c) Nominal area shall be 71.3 in2 (460 cm2) plus or minus 1.
- 4. Nominal cell depth shall be 4 inches (100 mm).
- C. Strip Properties and Assembly
 - 1. Perforated Textured Strip/Cell
 - a) Strip sheet thickness shall be 50 mils (1.27 mm), minus 5 percent, plus 10 percent in accordance with ASTM D 5199. Determine thickness flat, before surface disruption.
 - b) Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
 - c) Textured sheet thickness shall be 60 mils, plus or minus 6 mils (1.52 mm plus or minus 0.15 mm).
 - d) Indentation surface density shall be 140 to 200 per in² (22 to 31 per cm).
 - e) Perforated with horizontal rows of 0.4 inch (10 mm) diameter holes.
 - f) Perforations within each row shall be 0.75 inches (19 mm) on-center.
 - g) Horizontal rows shall be staggered and separated 0.50 inches (12 mm) relative to hole centers.
 - h) Edge of strip to nearest edge of perforation shall be a minimum of 0.3 inches (8

mm).

- Centerline of spot weld to nearest edge of perforation shall be a minimum of 0.7 inches (18 mm).
- j) A slot with a dimension of 3/8 inch x 1-3/8 inch (10 mm x 35 mm) is standard in the center of the non-perforated areas and at the center of each weld.
- 2. Assembly of Cell Sections
 - a) Fabricate using strips of sheet polyethylene each with a length of 142 inches (3.61 m) and a width equal to cell depth.
 - b) Connect strips using full depth ultrasonic spot-welds aligned perpendicular to longitudinal axis of strip.
 - c) Ultrasonic weld melt-pool width shall be 1.0 inch (25 mm) maximum.
 - d) Weld spacing for cell sections shall be 17.5 inches plus or minus 0.10 inch (445 mm plus or minus 2.5 mm).

10.2.3 INTEGRAL COMPONENTS

A. Clips/Hold Downs/Anchors

- 1. Clips and Hold Downs shall be as specified by the manufacturer.
- 2. Anchorage shall be #4 reinforcing bar and ATRA clips/keys/anchorage.

10.2.4 CELL INFILL MATERIALS

A. Infill material shall be free-flowing and not frozen when placed in the Cellular Confinement sections.

10.2.6 ADDITIONAL COMPONENTS

A. Vegetation

1. Vegetation shall be as specified in the Contract Documents.

10.3.1 EXAMINATION

- A. Verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout of structure is as indicated on the drawings. Notify the Engineer if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

10.3.2 INSTALLATION

- A. Prepare subgrade and install cellular confinement protection system in accordance with Manufacturer's recommendations.
- C. Subgrade Preparation:
 - Excavate or fill foundation soils so top of installed cellular confinement section is flush with or slightly lower than adjacent terrain or final grade as indicated on the drawings or as directed by the Engineer.

D. Anchorage

- 1. Position collapsed cellular confinement sections at the crest of the slope.
- 2. Drive anchors at the crest of the slope to secure the confinement sections in place and allow expansion of the confinement sections into position.
- After the confinement sections are expanded as desired, drive Anchors so the arm of the Clip is through the internal slots in the confinement cell wall and do not protrude over the top of the cell wall.
- 4. Anchorage pattern and stake length shall be as indicated on the Contract Documents.
- 5. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.
- E. Cellular Confinement Section Placement and Connection
 - Verify all confinement sections are expanded uniformly to required dimensions and that outer cells of each section are correctly aligned. Interleaf or overlap edges of adjacent sections. Ensure upper surfaces of adjoining confinement sections are flush at joint and adjoining cells are fully aligned at the cell wall slot.
 - 2. Connect the confinement sections with keys at each interleaf and end to end connection. Insert the key through the cell wall slot before inserting through the adjacent cell. Turn the key 90 degrees to lock the panels together.
- F. Soil Infill Placement
 - 1. Place specified infill in expanded cells with suitable material handling equipment.
 - 2. Limit drop height to a maximum of 3 feet (1 m) to avoid damage or displacement of the cell walls.
 - 3. Fill confinement sections from the crest of the slope to toe or in accordance with Engineer's direction.
 - 4. Infill material shall be free-flowing and not frozen when placed into the confinement sections.
 - 5. Evenly spread infill and tamp into place.
- G. Surface Treatment
 - 1. Vegetation shall be as specified in the Contract Documents.
 - 2. Surface protection shall be installed immediately after placement of the infill material and installed and secured per the Manufacturer's instructions.

END OF SECTION

SECTION 11 CONCRETE

PART 1 GENERAL

Work under this section covers the supply and installation of cast-in-place concrete drainage flume.

11.1 REFERENCES

- A. General:
 - 1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
 - 2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
- B. American Concrete Institute (ACI):
 - 1. ACI 211.1 Proportioning Concrete Mixtures
 - 2. ACI 301 Specifications for Structural Concrete
 - 3. ACI 303.1 Specification for Cast-in-Place Architectural Concrete
 - 4. ACI 305 Hot Weather Concreting
 - 5. ACI 306 Specifications for Cold Weather Concreting
 - 6. ACI 308 Specifications for Curing Concrete
 - 7. ACI 309 Consolidation of Concrete
 - 8. ACI 318 Building Code Requirements for Structural Concrete

11.2 SUBMITTALS

- A. Concrete mix design data shall be submitted at least 10 days prior to the start of the specified work.
- B. Formwork Shop Drawings
- 11.3 DELIVERY, STORAGE AND HANDLING

Do not deliver concrete until vapor barrier, forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Protect materials from contaminants such as grease, oil, and dirt.

11.3.1 Reinforcement

Reinforcement and other metal items shall be protected from corrosion and shall be kept free from ice, grease, and other coatings that would destroy or reduce bond.

PART 2 MATERIALS

- A. Concrete: Class A concrete with minimum compressive strength of 5000 psi.
- B. Reinforcing steel: Deformed billet bar, 60 ksi.
- C. Portland Cement: Shall conform to ASTM C 150, Type I, IA, or IIA.
- D. Water: Potable
- E. Forms: Shall be constructed to conform, within the tolerances specified, to shapes, dimensions, lines, elevations, and positions of cast-in-place concrete members indicated. Forms shall be supported braced, and maintained sufficiently rigid to prevent deformation under load.

PART 3EXECUTION

11.4 EXAMINATION

Do not begin installation until substrates have been properly constructed; verify that substrates are true and plumb. check field dimensions before beginning installation. If dimensions vary too much from design dimensions for proper installation, notify Engineer and wait for instructions before beginning installation.

11.5 PREPARATION

Surfaces against which concrete is to be placed must be free of debris, loose material, standing water, snow, ice and other deleterious substances before placing concrete. Standing water shall be removed without washing over freshly deposited concrete.

11.6 INSTALLATION

Concrete shall not be placed when the temperature is below 40 degrees F, nor during rain, sleet, or snow. Protection materials shall be stored at project site for use in the event of unforeseen weather changes after the start of concrete placing operations.

11.6.1 General Placing Requirements

- A. Concrete shall be deposited continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing.
- B. Concrete which becomes nonplastic and unworkable or does not meet quality control limits or has been contaminated by foreign material shall not be used.
- C. Concrete shall be consolidated by mechanical vibrating equipment so that concrete is worked around reinforcement and other embedded items and into corners.
- D. Construct headwall/collar complete in place to the dimensions, lines and grades as shown on Drawings.
- E. Place reinforcing steel to conform to details shown on the Drawings. Provide a positive means for holding steel cages in place during concrete placement. Welding of reinforcing steel is not permitted unless noted on the Drawings. The maximum variation in reinforcement position is plus or minus 10 percent of wall thickness or plus or minus 1/2 inch whichever is less. Regardless of variation, the minimum cover of concrete over reinforcement as shown on the Drawings shall be maintained.
- F. Chamfer exposed edges unless otherwise indicated on Drawings.
- 11.7 CURING
- A. Freshly placed concrete shall be protected from premature drying and cold or hot temperature and shall be maintained without drying at a relatively constant temperature for the period of time necessary for hydration of cement and proper hardening of concrete.
- B. Initial curing shall start as soon as free water has disappeared from surface of concrete after placing and finishing. Concrete shall be kept moist for a minimum of 72 hours.
- C. Final curing shall immediately follow initial curing and before concrete has dried. curing shall be accomplished by moist curing, by moisture-retaining cover curing, and by combinations thereof.

END OF SECTION

SECTION 12 GABIONS

Scope:

This specification data sheet covers the use of PVC coated steel double twisted hexagonal wire mesh baskets filled with stone used for various applications including but not limited to retaining walls, mechanically stabilized soil retaining structures, stream and river bank protection, slope paving, outfall structures, weirs and drop structures etc...

Definition:

a) Gabions are defined as double twisted woven wire mesh box shaped baskets of various sizes and dimensions.

b) The selvedges of the gabion baskets are the thicker perimeter and edge wires to which the wire mesh is secured as to withstand sudden or gradual stress from any direction.

c) Reinforcing wires are the thicker wires incorporated into the netting during fabrication.

- d) The diaphragms are internal wire mesh partitions which divide the gabions into cells.
- e) Lacing or tie wire is the wire used to assemble and join the gabion units.
- f) Connecting wires are the internal wires used to prevent the gabions from bulging.
- g) Alternative fasteners are ASTM approved wire fasteners used in lieu of lacing wire.

Fabrication:

Double Twisted Hexagonal Steel Wire PVC Coated Mesh Gabions. Gabions shall be fabricated in such a manner that the sides, ends, lid and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown in the drawings. Gabions shall be of single unit construction: the base, lid, ends and sides shall be either woven into a single unit or edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the connecting point does not compromise the engineered structural design of the gabion. Where the length of the gabion exceeds one and one half its horizontal width, the gabion shall be divided by diaphragms of the same mesh and gauge as the body of the gabion, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying is required at this juncture.

Mesh Formation:

The double twisted hexagonal wire mesh shall have deformability sufficient to permit minimum of mesh elongation equivalent to 10% of the unstretched length of the mesh test section without reducing the gauge or the tensile strength of the individual wire strands to values less than those for similar wire, one gauge smaller in diameter.

Non-Raveling:

The wire mesh is to be fabricated in such a manner as to be non raveling. This is defined as the ability to resist pulling apart at any of the twists or connections forming the mesh when a single wire strand in a section of mesh is cut.

Gabion Fill:

The stone fill material used for filling the gabion units shall be clean, hard stone with pieces ranging from 4-8 inches on the greatest dimensions. Stone filling shall not exceed 24 inch vertical drop above the gabion basket. All effort shall be made to ensure that the stone fill material utilized in the design of the structure

match the stone fill used in constructing the gabion structure.

Manufacturer:

Terra Aqua Gabions, Inc. 1415 North 32nd Street Fort Smith, Arkansas 72904 800-736-9089

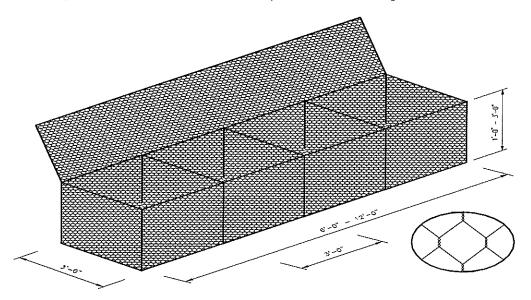
Assembling and placing:

a) Each gabion shall be assembled by tying or fastening all untied edges. The binding wire shall be tightly looped around every other mesh opening along the seams in such a manner that single and double loops are alternated. Alternative fasteners may be used in lieu of lacing wire. The alternative wire fasteners shall be applied at approximately 4" to 6" intervals on all vertical seams. No less than 3 fasteners per one foot on any given vertical or horizontal seam.

b) A line of empty gabions shall be placed into position according to the contract drawings. Lacing wire or alternative fasteners shall be used to secure each unit to the adjoining one along the vertical reinforced edges and the top selvedges. An approved corner closure tool shall be used to adjoin adjacent gabions to insure a tight, neat seam and minimize gabion wire joint deformation. The base of the empty gabions placed on top of the filled line of gabions shall be tightly wired or fastened to the latter at front and back. The lid shall be secured with an approved closure tool to insure proper closure without excessive mesh deformation.

c) To achieve optimum alignment and finish for retaining walls, a minimum amount of stretching may be required.

d) Connecting wires shall be inserted during the filling operation as follows: Install according to manufacturer's instructions every 1' vertical lift of the gabion unit.



terra aqua gabion unit standard sizes: custom jumbo sizes available

Gabion Unit Size	Capacity Cubic Yards	No. Of Internal Cells
6x3x3	2	2

Section 12 Page 2 of 5

Tolerances: All gabion dimensions shall be within a tolerance limit of plus or minus 5% of the manufacturers stated dimensions.

Minimum Strength Requirements For Gabions:

Test Description	Galvanized/Galfan Gabions	PVC Coated Gabions
Tensile strength of mesh parallel to wire twist:	3500 lbs/ft	2900 lbs/ft
Tensile strength of mesh perpendicular to wire twist:	1800 lbs/ft	1400 lbs/ft
Connection to selvedge:	1400 lbs/ft	1200 lbs/ft
Panel to panel:	1400 lbs/ft	1200 lbs/ft
Punch strength of mesh:	6000 lbs/ft	5300 lbs/ft

Material data:

PVC coated galvanized steel wire: mesh opening 3 1/4 by 4 1/2 inches

- * diameter of mesh core wire: 0.1063 inches
- * diameter of mesh core wire plus PVC coating: 0.146 inches
- * diameter of selvedge core wire: 0.1338 inches
- * diameter of selvedge core wire plus PVC coating: 0.173 inches
- * diameter of lacing core wire: 0.091 inches
- * diameter of lacing core wire plus PVC coating: 0.127 inches
- * Zinc coating of wire: finish 5 class 3 zinc coating ASTM A-641 tested in accordance with ASTM A370-92.
- * tensile of wire: soft temper in accordance with ASTM A-641-92
- * weight of zinc coating of wire: shall be determined by ASTM A-90
- * core wire for mesh: 0.85 oz/sf of zinc
- core wire for selvedge: 0.90 oz/sf
- core wire for lacing: 0.80 oz/sf
- * grade of zinc coating of wire: high grade or special high grade in accordance with ASTM B-6, Table 1
- * uniformity of coating: shall be determined by ASTM A-239
- * elongation: not less than 12% in accordance with ASTM A -370-92
- * nominal thickness of PVC coating: 0.0216 inches not less than 0.015 inches

All of the above wire diameters are subject to tolerance limit of 0.004 in accordance with ASTM A-641

Polyvinyl chloride coating (pvc) data:

A. PVC (Poly Vinyl Chloride) Coating. The coating shall be gray in color and shall have a nominal thickness of 0.0216 inches but not less than 0.015 inches in thickness. The protective PVC plastic shall be suitable to resist deleterious effects from exposure to light, immersion in salt or polluted water and shall not show any material difference in its initial properties. The PVC compound is also resistant to attack from acids and resistant to abrasion.

B. Initial properties of the PVC coating shall meet the following requirements:

Specific Gravity:

According to ASTM D-2287 and ASTM D-792; in the range 1.30 to 1.34

Tensile Strength: According to ASTM D-412; not less than 2980 psi

Modulus of Elasticity: According to ASTM D-412; not less than 2700 psi at 100% strain.

Resistance to Abrasion: According to ASTM 1242; weight loss < 12% (Method B)

Brittleness Temperature:

According to ASTM D-746, Procedure A ; shall be at least 8.3 degrees centigrade below the minimum temperature at which the gabions will be handled or placed but not higher than -9.4 degrees centigrade.

Hardness: According to ASTM D-2240; shall be between 50 and 60 Shore D when tested.

Creeping Corrosion: Maximum corrosion penetration to the wire core from a square cut end section shall not be more than 25mm when the specimen has been immersed for 2000 hours in a 50% SOLUTION HC1 (hydrochloric acid 12 Be.)

C. Variation of the initial properties will be allowed, as specified below, when the specimen is submitted to the following accelerated aging tests:

Accelerated Aging Tests

C.1.1 Salt Spray Test: According to ASTM B-117 Period of test – 3000 hours.

C1.2 Exposure to ultraviolet rays: According to ASTM D – 1499 and ASTM G-23 (Apparatus Type E). Period of Test – 3000 hours at 63 degrees centigrade.

C.1.3 Exposure to high temperatures Testing period: 240 hours at 105 degrees centigrade, when test in accordance with ASTM D-1203 and ASTM D-2287.

After the above tests have been performed, the PVC compound shall exhibit the following properties.

D. Properties after aging tests:

Appearance:

The vinyl coating shall not crack , blister or split and shall not show any remarkable change in color.

Specific Gravity:

Shall not show change of higher than 6% of it initial value.

Durometer Hardness:

Shall not show change higher than 10% of its initial value.

Tensile strength:

Shall not show change higher than 25% of its initial value.

Elongation:

Shall not show a change higher than 25% of its initial value.

Modulus of Elasticity:

Shall not show change higher than 25% of its initial value.

Resistance to Abrasion :

Shall not show change higher than 10% of its initial value.

Brittleness Temperature:

Cold Bend Temperature - Shall not be higher than - 20 degrees centigrade. Cold Flex Temperature - Shall not be higher than + 18 degrees centigrade.

36" GABIONS & 18" GABIONS FOR VERTICAL STRUCTURES ON THE EXPOSED FACE

- I) Gabions shall be filled to a depth of twelve (12) inches.
- II) For end units, two connecting wire preformed TACT Tie wires in each direction shall be tightly tied to opposite faces of the end gabion cell at a height of twelve (12) inches above the base. Internal compartments shall have internal connecting wires connecting front to back face of the gabion. Preformed TACT Ties are placed diagonal in the gabion cell.
- III) Gabions shall be filled a further depth of twelve (12) inches, and two connecting or preformed TACT Tie wires shall similarly be placed at this levels.
- VI) Gabions shall be filled to the top. Care shall be taken to insure gabion is not under filled.

All connecting wires shall be looped around two mesh openings and the ends of the wires shall be securely twisted to prevent their loosening. TACT Tie wires envelope one horizontal twist on the front face and envelopes one vertical twist on the side face.

END OF SECTION

SECTION 6

RIPRAP

6.1 DESCRIPTION

A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and placing riprap, as shown on the Drawings, or as directed by the ENGINEER.

6.2 PRODUCTS

6.2.2 MATERIALS

A. Stone for this WORK shall be hard angular quarry stones and have a percentage of wear of not more than 50 at 500 revolutions as determined by ASTM C 535. The least dimension of any piece of stone shall be not less than 1/4 its greatest dimension. Rip-Rap shall be one-man sized rock.

6.2.3 QUALITY

All materials used in the works shall be of good quality and shall be obtained from sources and supplies approved by the Engineer. Stone used for the construction shall be hard, durable, angular in shape; resistant to weathering and to water action; free from soft, weathered, or decomposed parts, overburden, spoil, and organic material; and shall meet the gradation requirements specified. Stones that are considered not suitable include, but is not limited to, shale and rocks that are laminated, fractured, porous or otherwise physically weak. Rounded stone or boulders will not be accepted.

6.2.4 APPROVAL

No materials shall be used in the work unless they have first been approved in writing by the Engineer. Work done using materials not satisfying the specifications and requirements shall be rejected and the Contractor shall carry out the necessary remedial works to the satisfaction of the Engineer at no additional cost to the Owner. An inspection of the rock shall be carried out at the site of the work in order to ensure that the rock has not been adversely affected as a result of handling, transporting, and placing at the site. Any material which, in the opinion of the Engineer does not conform with the requirements of these specifications in regards to its proposed use will be rejected and it shall be removed from the site and the cost of removal and loss of time shall be borne by the Contractor.

6.3 EXECUTION

6.3.1 CONSTRUCTION

- A. Riprap shall be placed on the prepared slope or area in a manner which will produce a reasonably well graded mass of stone with the minimum practicable percentage of voids. The entire mass of stone shall be placed so as to be in conformance with the lines, grades and thicknesses shown on the plans. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap in layers or by dumping into chutes, or in similar methods likely to cause segregation, will not be permitted.
- B. Riprap shall be tipped or otherwise placed in such a manner as to achieve the full thickness of the material, all large voids being filled with smaller rock fragments. It may be finished finally by hand to the designed slope and thickness. The rates for riprap shall include the cost of supplying, handling, placing and any necessary adjustment after dumping to achieve the necessary uniformity of distribution.

- C. Following placement of the armor stone, trimming or grading of the slope shall not be permitted if it results in movement of the stone directly above the geotextile.
- D. Any geotextile damaged during the riprap placement shall be replaced immediately.
- E. Foundation or toe trenches and other necessary excavation shall be completed as shown in the Contract Drawings and approved by the ENGINEER before the placing of riprap is begun. Slopes to be protected with riprap shall be free of brush, trees, stumps and other objectionable material and shall be dressed to a reasonably smooth surface.
- F. Geotextile shall then be placed as provided for in the project documents
- G. The stones shall be handled or placed with an excavator as to secure a stone mass of the thickness, height and length shown on the Drawings, or as staked, with a minimum of voids.
- H. Undesirable voids shall be filled with small stones or spalls. The rock shall be manipulated sufficiently by means of a excavator, rock tongs, by hand, or other suitable equipment to secure a reasonably regular surface and mass stability.
- Riprap protection shall be placed to its full course thickness at one operation and in such manner as to avoid damaging the filter cloth or displacing the underlying material. Placing of riprap protection in layers or by dumping into chutes or by similar methods likely to cause segregation will not be permitted.
- J. All riprap shall be so placed and distributed that there will be no large accumulation or area composed mainly of either the larger or small sizes of stone.
- K. Unless otherwise authorized, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to place filter cloth and to prevent mixture of embankment and riprap material.
- L. The CONTRACTOR shall provide a level, compact area of sufficient size to dump and sort typical loads of riprap at an approved location; and shall dump loads, as specified, in this area; and shall assist the ENGINEER as needed to sort and measure the stones for the purpose of determining if the riprap is within Specifications. Mechanical equipment as needed to assist in this sorting shall be provided by the CONTRACTOR at no additional cost.

END OF SECTION



1 GENERAL NOTES:

- THE CONTRACTOR IS ADVISED THAT THE DRAWNGS FORM A PART OF THE CONTRACT DOCUMENTS AND ALL WORK SHALL BE PORTORIED IN ACCORDANCE WITH THE SOBRE CONTRACT AND THE DRAWNERS. THE CONTRACTOR SHALL KEEP A COPY OF THE CONTRACT DOCUMENTS ON SITE AT ALL MESS DURING THE WORK.
- 2. ELEVATIONS IF SHOWN ARE BASED ON NAVO86.
- 1. ALL EXISTING DIMENSIONS, ELEVATIONS AND CONDITIONS RELATING TO THE WORK SHALL BE RELD INFORMED BY THE CONTRACTOR, ALL DESCRETANCES SHALL BE BROUGHT TO THE ATTENDION OF THE ENGINEER BEFORE ORDERING MATERIALS AND STARTING THE WORK.
- CONTRACTOR SHALL MAINTAIN ADEQUATE SURVEY CONTROL AT ALL THES TO ESTABLISH AND MAINTAIN ALL LINES AND ELEVATORS.
- S THE GOLE AND LOCATION OF ALL DESTING UNITIES MADULEVAILORS. NORK SIALL BE FELD VORTED AND PROTECTO BY THE CONTRACTOR. THE CONTRACTOR MAY RECOVERED IND PROTECTO BY THE CONTRACTOR. CONSTRUCTION AS APPROVED BY THE OWNER, AT NO ADDITIONAL COST TO THE OWNER.
- 8. IT IS THE CONTRACTOR'S RESPONSERING TO DETERMINE ERECTOR PROCEDURES AND SEQUENCE TO DESURE THE SAFETY OF THE FACILY. THE CONTRACTOR IS RESPONSERE TO RECEIV. ANNIAN AND RESPONSE TO A SAFETY SECOND COMPLETING WITH THE AND PROCESSION TO A SAFETY SECOND COMPLETING WHEN RECORD STATEMED THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL GAMAGE DONE TO STRUCTURES, UTLITES, AND VESSELS OR HAURES TO THE PUBLIC DURING THE PERFORMANCE OF THE WORK, ANY DAMAGE CLUSED DURING CONSTRUCTION OFERATIONS SHALL BE REPARED AT NO ADDITIONAL COST TO THE OWNER.
- 8. THE CONTRACTOR SHALL PROMOE AND MAINTAIN DIVIRIOHMENTAL CONTROLS AS RECURED BY FEDERAL, STATE, AND MUNICIPAL REGULATIONS AND PERMITS, EXAMINATION, CONTROLS SHALL INCLUDE BUT NOT MAINED TO TURBENTY, DUST, AND DEBRIS.
- CONTRACTOR IS RESPONSIBLE FOR DATAINING ALL PERINTS AND CONSTRUCTION PLACARDS REQUIRED FOR THE WORK. CONSTRUCTION SHALL NOT START UNTIL THE APPROPRIATE PERINTS HAVE BEEN ORTAINED.
- 10. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE FEDERAL STATE, AND MUNICIPAL REQULATIONS, INCLUDING THE FEDERAL DEPARTMENT OF LABOR, SHETY, HEALTH ACT, U.S. HARV CORPS OF EXAMETERS, DIFICE OF COASTAL RESOURCE MANAGEMENT, AND PERMITS.
- 11. STORAGE, FUELING, AND LUBRICATION OF EQUIPHENT AND MOTORIZED VERALES SMALL BE CONDUCTED IN A MAMPRET THAT AFTORDS THE MARMINI PROTECTION AGAINST SPALL AND EXPORTION. FUEL LUBRICANTS AND OL SMALL BE MANAGED AND STORED IN ACCOMMANCE WITH ALL PEDITAL STATLE AND LOCAL LARS NOR AGAENATIONS. THERE SMALL BE NO STORED FUEL ON THE PROJECT STR. FUEL MAST BE BROOMST TO THE STRE AS NEEDED.
- 12. STANDARD CONSTRUCTION WORK HOURS SHALL BE BETWEEN 7:00 AM AND 7:00 PM MONDAY THROUGH FROMY, SPECIAL WORK OUTSIDE OF THESE HOURS SHALL BE SCHEDULED WITH THE OWNER.
- 11. SCH-EC-DORM PERMITS HAVE BEEN OBTAINED BY FOR THE PROJECT, THE CONTRACTOR IS REQUIRED TO OBTAIN ALL OTHER PERMITS AS REQUIRED TO COMPLETE THE WORK, CONTRACTOR SHALL OBTAIN THESE PERMITS PROR TO THE COMMENCEMENT OF ANY WORK.
- 14. CONTRACTOR MUST DISPLAY ON SITE THE APPROPRIATE CONSTRUCTION PLACARDS AS REQUIRED BY THE PERMITTING AGENCIES THROUGHOUT THE PROJECT.
- 15. CONTRACTOR SHALL PROVIDE CONTROL MEASURES AS NECESSARY FOR PREVENTING DEDRIS FROM ENTERING THE WATER.
- Contractor is responsed for providing an as-built survey of the project after construction. The as-built shall be performed by a south cardina registered land surveyor and provided in autocad and POF Formats.

DEMOLITION NOTES:

c

- 1. THE CONTRACTOR SHALL PROVIDE CONTROL MEASURES AS REQUIRED BY ENVIRONMENTAL REGULATIONS AND AS REQUIRED TO PREVENT DEBRIS FROM ENTERING THE WATER.
- ALL MATERIAL REMOVED AND NOT REUSED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED DALY FROM THE PROPERTY OR HOMERLY STREED IN AN APPROVED LOCALY FROM THE REMOVED MATERIAL SHALL BE DESIGNED OF IN ACCORDANCE WITH ALL LOCAL, STATE, MOR FEDERAL, LANS.
- CONTRACTOR SHALL PROTECT EDSTING UTILITIES AND WORK WHICH ARE TO REMAIN IN PLACE, BE REUSED, OR REMAIN THE PROPERTY OF THE OWNER.
- THE CONTRACTOR IS ADVISED THAT EXISTING TIMBER CONTAINS PRESERVATIVE MATERIALS.
- 5. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EDISTING ADJACENT STRUCTURES THAT ARE NOT PART OF THIS PROJECT, DAMAGE TO THESE STRUCTURES SHALL BE REPARED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 5, EDISTING TWEER PILES AND SHEETING REQUIRE COMPLETE EXTRACTION.

SEDIMENT AND EROSION CONTROL:

2

- 1. STABLIZATION MEASURES SHALL BE INITATED AS SOON AS PRACTICABLE IN PORTIONS OF THE STE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DATS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
- BELOW, where construction activity on a portion of the site is topograpy ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be metated on that portion of the site.
- All SEDMENT AND EROSION CONTROL DÉMOSS SHALL DE INSPECTED EVERY SENSI (?) DAYS, IF SITE INSPECTIONS IDENTIFY BMES THAT ARE DAMAGED ARE NOT OPERATING EFFECTIVELY, MARTANINEE MATI DE PUEDENIED AS SOCIA AS PRACTICA, OR AS REASONARY POSSIBLE AND DETIME THE MOST STOOM EVENT MIDDEXER PRACTICABLE.
- OR ALL SEDWENT AND EROSON CONTROL DEVICES SHALL BE INSPECTED AT LEAST DWCE LYAY FOUNTED! (14) CLENDAR DAYS AND WITHH 24 HOURS OF THE DID OF A STORM EVENT OF DS. MORES OR GREATDS. IF STIE MOVECTIONS DORTHY BURST THAT ARE DAMAGED OR ARE NOT OFPOLTING STORTED. OFPOLTING STORTED. STORE JECKT WEINVER MOLTONALES. MO BETORE THE NEXT STORE JECKT WEINVER MOLTONALES.
- PROMOE SET FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOL EROSION DURING CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STASHIZED WITH GRASSING IMMEDIATELY AFTER THE INSTALLATION.
- ALL DROGON CONTROL DEVICES SHALL BE PROPERLY MANTANED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABLIZED. ADDITIONAL CONTROL DEVICES MAY BE RECOVED DAVISTUDIENT IN ORDER TO CONTROL DEVICES MAY BE RECOVED SEDMEDIATION. ALL TEMPORATY CONTROL DEVICES MALL BE RECOVED ONCE CONSTRUCTION IS CONTROL DEVICES MALL BE RECOVED ONCE CONSTRUCTION IS CONTROL DEVICES MALL BE RECOVED ONCE CONSTRUCTION.
- 5. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO INNIMIZE THE TRACOME OF MUO ONTO PAVED RAZIMWY(5) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DALY REMOVE MUD/SOL FROM PAVEMENT, AS MAY BE REQUIRED.
- TEMPORARY OVERSON BERKS AND/OR OTTERES WILL BE PROVIDED AS NEEDED KURNE CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE HUNDER AND/OR TO DURATE SEDMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- 7. ALL MATERS OF THE STATE (MES) MICLIONIC METAMOSE ARE TO BE ILARGED OF ONDERWSE CLEARY MIKEOR IN THE FEDIA FORMER AN OF SULT FORKE IS TO BE INSTALLED IN ALL AREAS WERE A SO-FOOT SUPERE CAVIT BE UNATIVABLE DETINED. THE SUBJECT AND ALL WOST, A 10-FOOT BUTTER SHOLD BE MANITARED BETMEDI THE LAST ROW OF SULT FORCE AND ALL MES.
- B. LITER, CONSTRUCTION DEBRS, ORS, FUELS, AND BUILDING PRODUCTS WITH SIGNRICANT POTDATILA. FOR IMPACT (SUCH AS STOROPLES OF FRESHAT WEATED LUMBER) AND CONSTRUCTION CHEMICASE THAT COULD BE EXPOSED TO STORM WATER MASTS BE FREVENTED FROM BECOMING A POLILITARY SOURCE IN STORM WATER MASTS DESIDARIES.
- CRASSED AREAS DISTURBED DURING CONSTRUCTION ARE TO BE REGRADED AND RESERVED AT THE COMPLETION OF THE PROJECT AND INCLUDED IN THE CONTRACTOR'S RD.

BULKHEAD NOTES:

- BACKFRL MATERIAL SHALL BE CLEAN FREE DRAMING MATERIAL AND SHALL CONSIST OF EITHER GW, GP, SW, OR SP PER ASTM D-2487.
- 2. Install pres plumb and true to the elevations spectred, pluss shall not be driven more than 1/2 for toot out of plumb in the prace of the wall, nor more than 1/14 for toot of the true for the plumb of the plumb of the plumb of the wall, nor more than 1/14 for the plumb of the plumb of the wall, nor more than 1/14 for
- SHEETS DRIVEN OUT OF INTERLOCK WITH ADJACENT SHEETING OR OTHERWISE DAMAGED SHALL BE REMOVED AND REPLACED WITH NEW MATCHAL AT THE CONTRACTORS DEPOSE.
- COMPOSITE SHEET PILE FOR BID ALTERNATE SHALL BE FIBER REINFORCED POLYMER AS WANDFACTURED BY CRANE MATERIALS INTERNATIONAL ACCEPTABLE SECTION IS UC-30.

HARDWARE CONNECTION NOTES:

- ALL GALVANIZED BOLTS, NUTS AND WASHERS SHALL BE NOT DIPPED GALVANIZED PER ASTIN-153 WITH 20 OUNCES OF ZING PER SQUARE FOOT.
- 2. ALL SCREWS SHALL BE 318 STARLESS STEEL
- 3. ALL MARS SHALL BE STAINLESS STEEL RING SHANK.
- 4. SET SCREW HEAD FLUSH WITH MEMOER TO BE CONNECTED.
- 5. SET SCREWS TO FULL DEPTH AND DO NOT ALLOW TOP OR THREADS TO PROTINUE.

TIMBER NOTES:

3

 TIMBER SHALL BE HOL & SOUTHERN YELLOW PINE, AND SHALL BE PRESERVE TREATED IN ACCORDANCE WITH THE ANDROLAN WOOD PRESERVERS ASSOCIATION (ANPRA) AND SHALL BEAR A STAMP INDICATING QUALITY AND TREATMENT.

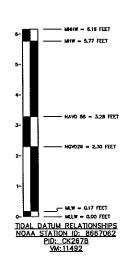
4

- 2. ALL TANGER MATERIALS SHALL BE NEW UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THE CONTRACT DOCUMENTS.
- TIMBER NATOBIALS SHALL BE UNLOADED FROM TRUCKS MECHANICALLY AT THE JOB SITE OR STACHG AREA. DUMPED TIMBER MATORIALS SHALL BE REJECTED.
- 4. THE RE-USE OF TIMBER MATERIALS SHALL NOT BE PERMITTED.
- 5. OUT JOINTS ACCURATELY TO MAKE A HEAT, SHUG FIT, TOLERANCE SHALL BE 1/16".
- 8. REMOVE ANY STAINING FROM SOIL, OR, OR GREASE.
- TIMBERS WITH A MODERATE BOW ARE PERMITTED WHERE THER INTENDED USE MILL STRAIGHTEN THEM, DO NOT USE SEVERELY BOWED THERERS OR TIMBERS BOWED IN MORE THAN ONE ORECTON.
- ALL THREER PLES AND TIMBER LACOING (SLOPPY-V) SHALL BE PRESSURE TREATED CCA 2.5 PCF PER AWAY SPECIFICATIONS.
- 8. ALL OTHER TIMBER MATERIALS SHALL BE PRESSURE TREATED CCA 0.60 PER AMPA SPECIFICATIONS, MINIMUM
- 10. THEER CONSTRUCTION SHALL CONFORM TO NATIONAL DESIGN STANDARD FOR WOOD CONSTRUCTION, CURRENT EDITION.

TIMBER PILE NOTES:

- 1. POSTS/PILES SHALL BE PRESSURE TREATED USING 2.5 CCA PER AMPA Recommendations.
- 2. PRE-DRILLING/AUGURING OF PILES SHALL BE LIMITED TO A DEPTH OF NO-MORE THAN SOM OF THE SPECIFIED EMBEDWENT LENGTH.
- 3. DIAMETER OF AUGER HOLE SHALL NOT EXCEED 75X OR POST WOTH.
- 4. PHE'S MAY BE DRIVEN, JETTED, OR VIBRATED TO THE SPECIFIED EMBEDMENT LENGTH.

PHLES/POSTS SKALL BE INSTALLED TRUE AND PLUMB TO THE EMBEDWENT DEPTH AS SPECIFIED ON THESE DRAWINGS.



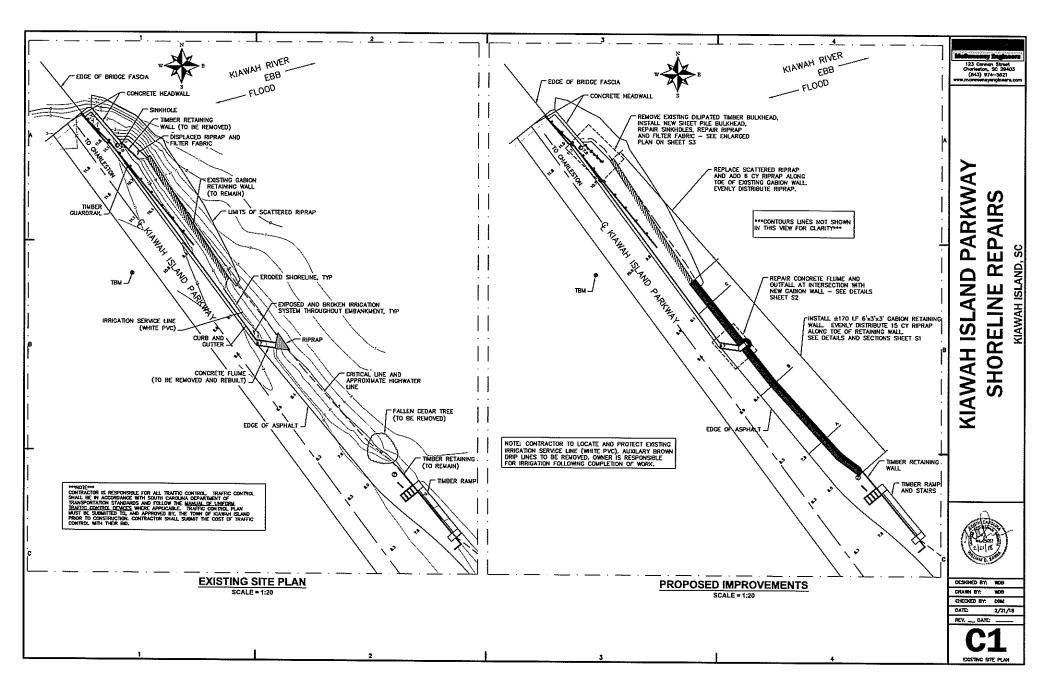
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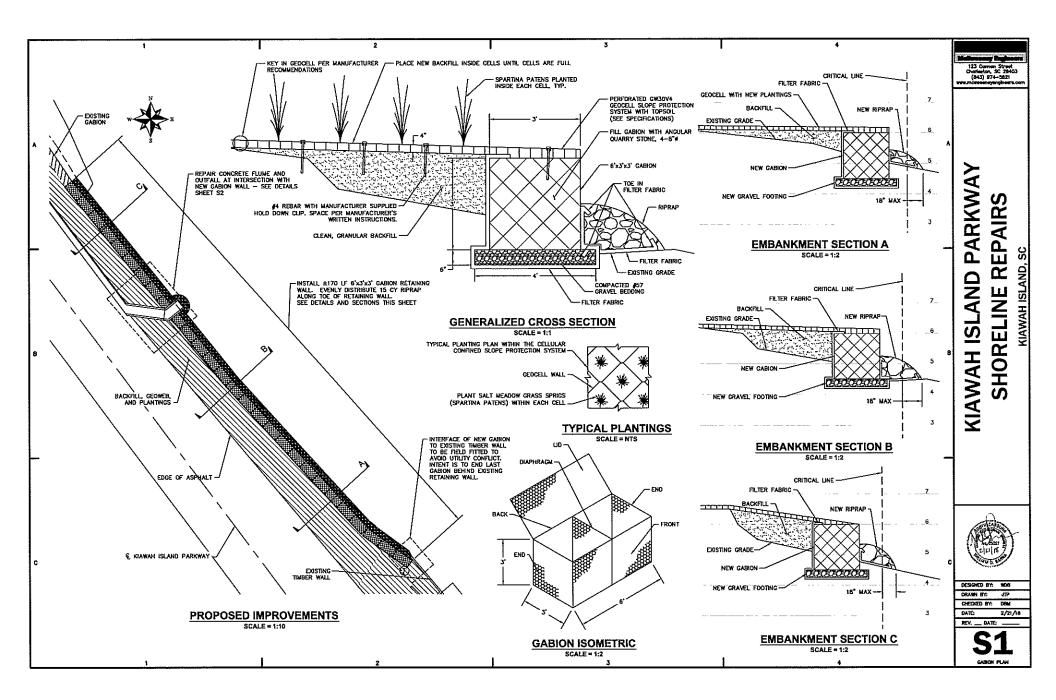
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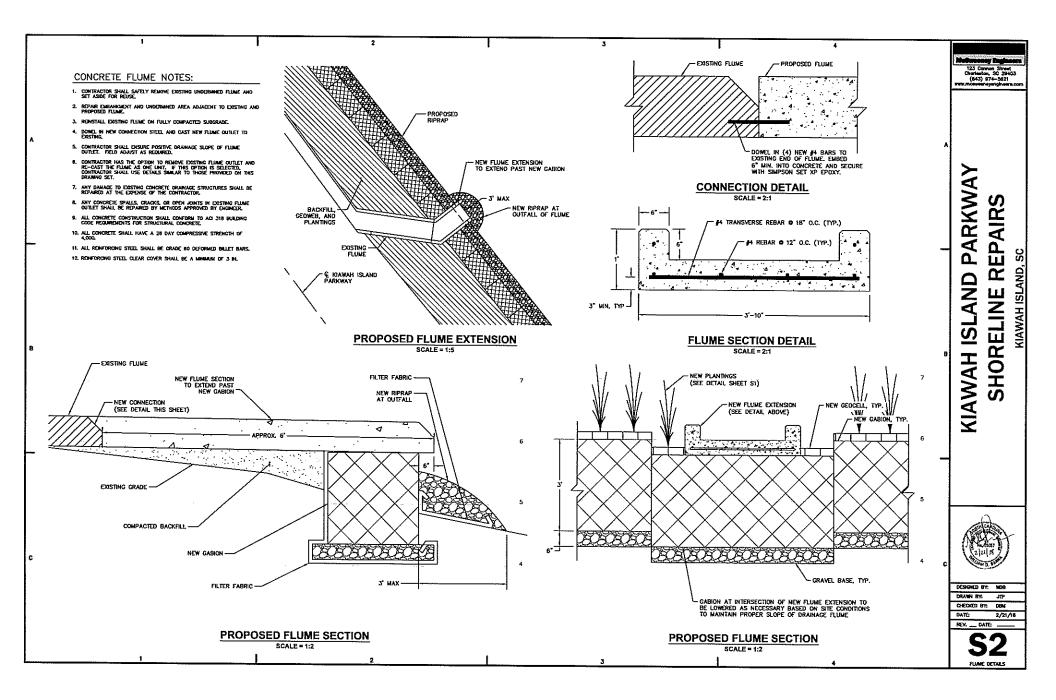
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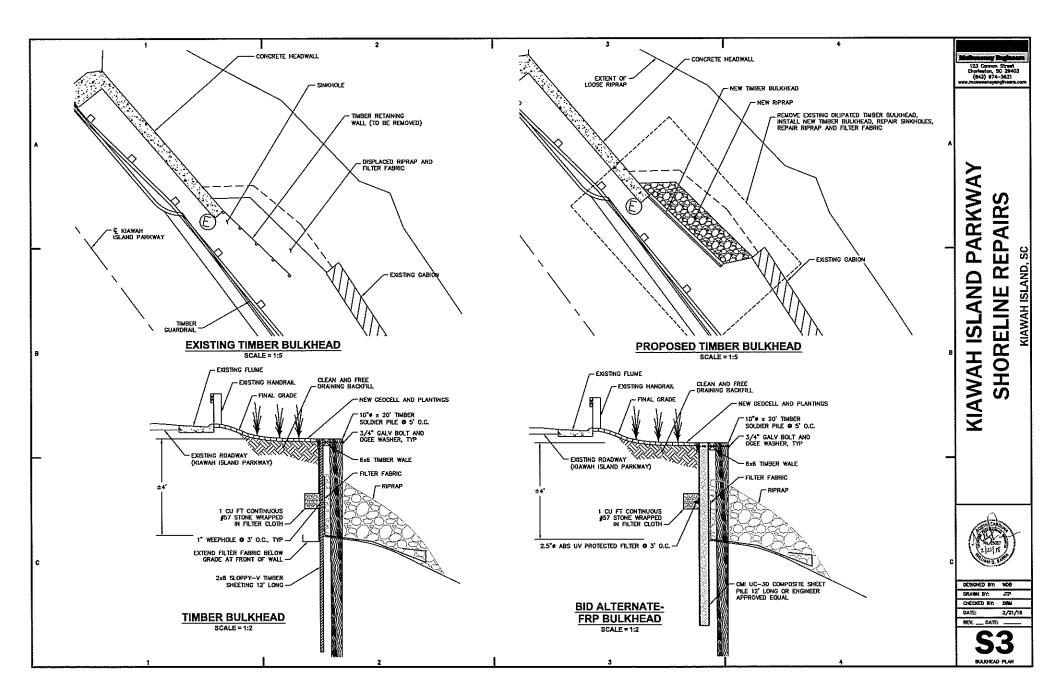


GENERAL INFORMATION









15 May, 2018

Members of Ways and Means Committee

Town of Kiawah Island

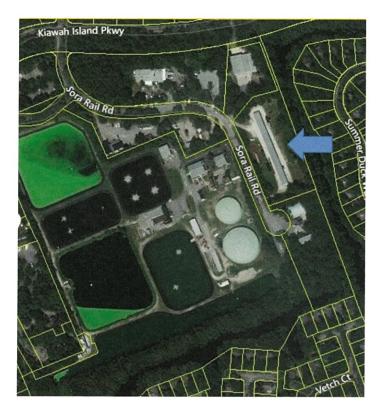
4475 Betsy Kerrison Parkway

Kiawah Island, SC 29455

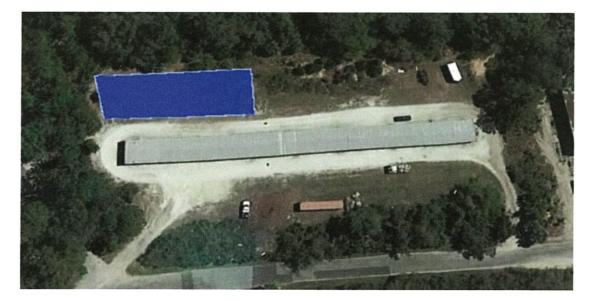
Dear Members of Ways and Means Committee,

From the time announcement of the sale of 21 Beachwalker Drive to KICA, Island Beach Services has been working to find a sustainable storage solution in order to maintain Beach Patrol operations to meet the terms of the existing Beach Patrol Contract with no interruption of service. Initially, because it has always been used to house Beach Patrol, and was so well suited to our needs, we hoped we would be able to continue to use the garage at 21 Beachwalker Drive, either through a memorandum of agreement, lease, or even purchase option. By October of 2017, Beach Patrol had outgrown the allotted space and had to relocate to the new Town Hall site to store the three compact pickup trucks, two ATVs, two jetskis with trailers, and associated equipment outlined in the Beach Patrol Contract, along with space for employee parking each day. This was a suitable interim during the winter season, but it is not sustainable through the summer due to the distance from the beach and the logistics associated with getting employees and equipment to and from the beach each day.

Therefore, Island Beach Services has been exploring options with TOKI, KIGR, KICA, St. Johns Fire Department, and Kiawah Resort Associates LP to find a solution that would allow for the needed beach access, storage, parking, and utility needs to continue operations according to the Beach Patrol Contract. After several discussions with these groups, we were able to identify space at 32 Sora Rail Road, the current location of Kiawah Island Self Storage. Pictured below:



Island Beach Services has negotiated a lease agreement that will mirror the duration of the Beach Patrol Contract, including extensions, on 7500 square feet of the property - shaded in blue below:



This space will allow for storage of all of the equipment, trucks, jetskis and trailers, as well as employee parking and the necessary vehicle wash down area. The negotiated cost of the lease will be \$1800 per month [\$0.24/sqft].

For reference, Island Beach Services has researched the comparison costs of boat/vehicle storage at KRA's Boat Storage Facility off of Kestral Court as well as the cost of the rental units located at 32 Sora Rail Road.

- Boat Storage a 10'x15' parking space:
 - \$200 monthly [\$1.33/sqft]
 - \$900 6-month [\$1.00/sqft]
 - \$1,320 12-month [\$.73/sqft]
- Self Storage
 - 10'x10' unit \$100/month [\$1.00/sqft]
 - 10'x15' unit \$150/month [\$1.00/sqft]

The Town has traditionally shouldered the burden of the storage needs of Beach Patrol Services, and since storage was not listed as a requirement by either the Request for Proposals or the current Beach Patrol Contract, Island Beach Services, LLC is requesting an annual increase of \$21,600 to the current Contract to cover the cost of the lease at 32 Sora Rail Road. The cost of the current Beach Patrol contract is covered by the Town through restricted funds from available Accomodations Tax money, not by the general fund. Island Beach Services, LLC will cover any capital expenses for necessary site improvements to make the area suitable for Beach Patrol Operations.

Thank you for your consideration. We are available at any time to answer any questions you may have for us.

Sincerely,

Row A april

Robert Edgerton Owner Island Beach Services, LLC

COUNTY OF CHARLESTON)

AGREETMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND ISLAND BEACH SERVICES, LLC

THIS AGREEMENT is made and entered into this 7th day of February, 2017, between the TOWN OF KIAWAH ISLAND, South Carolina (hereinafter "Town") and ISLAND BEACH SERVICES, LLC (hereinafter "Contractor");

WHEREAS, Town desires services of Contractor to provide a beach patrol for the safety and wellbeing of individuals using the Town's beach during the entire year, and;

WHEREAS, in accordance with the Municipal Code the Town has solicited proposals from commercial entities to provide beach patrol services, and;

WHEREAS, Contractor submitted a proposal to provide the beach patrol services required by the Town and was found to be the lowest qualified bidder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein Town and Contractor do hereby mutually agree as follows:

1. Objective:

Contractor shall furnish services to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance on the beach on Kiawah Island, South Carolina. Employees of Contractor shall provide this service. Generally, the Contractor shall:

- A. Render assistance to those in need;
- B. Call for assistance as necessary from the appropriate entities (e.g. Law Enforcement, Emergency Medical Services, Fire Department, Coast Guard, etc.);
- C. Monitor and report potentially dangerous and/or illegal activities to the appropriate authorities;
- D. Respond to inquiries for information from beachgoers;
- E. Act as Code enforcement officers and enforce all beach and local ordinances;
- F. Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts and assisting in litter pickups.

2. Schedule:

Contractor shall perform work daily in accordance with the following schedule:

October 1 through Thursday before Easter

One employee (one vehicle), full coverage of beach throughout the day. Workday: 8:00 a.m. to 5:00 p.m.

Friday before Easter through May 15

Two employees (two vehicles), each making coverage of one-half of the beach. One vehicle will be operated by the supervisor of the day. **Workday: 8:00 a.m. to 6:00 p.m.**

May 15 through Labor Day (Monday)

Two employees (two vehicles), each making coverage of one-half of the beach. A third employee (third vehicle) will be operated by the supervisor and will operate on the entire beach area.

Two additional employees (fourth and fifth vehicles) will be utilized during the peak summer season to enhance coverage and responses.

Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.

Workday: 7:00 a.m. to 8:00 p.m.

After Labor Day through September 30

Two employees (two vehicles), each making coverage of one-half of the beach. One vehicle will be operated by the supervisor of the day. Work day: 8:00 a.m. to 6:00 p.m.

3. Agreement Amount:

The agreement amount is Two hundred ninety-nine thousand one hundred sixty-five dollars (\$299,165.00) per annum. Contractor shall present an itemized invoice on or about the first of each month, beginning March 1, 2017. Town shall have fifteen days in which to pay invoice.

4. Term:

This Agreement shall be for a three-year term commencing on the 7th day of February 2017, and expiring on the 6th day of February 2020 with an option to two (2) one (1) year extensions.

5. Scope of Work:

- A. The physical limits of the Work will be seaward of the OCRM 40 year setback line and between Captain Sam's Inlet cut in the west and the further most accessible location in the east and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.
- B. Contractor employees shall patrol the Beach by driving a Contractor owned and maintained all-terrain vehicle. The vehicles will be no larger than a compact pickup, outfitted to carry the necessary equipment and the ability to transport medical emergencies with the aid of a backboard via the bed of the vehicle. All vehicles shall be the same type (make if possible) and color with approved identifying decals (town seal and beach patrol in visible letters). Five vehicles are required during the peak summer season.
- C. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercraft equipped with equipment for water rescue.
- D. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of his employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor. The Contractor shall also supply a cell phone with a dedicated number for beach patrol.
- E. The Contractor shall provide safety, rescue, and medical equipment. The safety equipment must include, but is not limited to, rescue cans, first aid kits, whistles, and binoculars.

- F. An Automatic External Defibrillator (AED) will be supplied by the Town. The Contractor shall inspect the AED weekly for serviceability. In the event new batteries or new pads are required, the Contractor shall notify the Town.
- G. The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
- H. Employees of the Contractor must know and comply with all beach management ordinances of the Town. Employees of the Contractor are responsible for informing beachgoers not observing Town beach ordinances of their responsibility to do so.
- 1. The Contractor shall maintain a daily beach activity log and submit such information to the Town. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
- J. The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).

6. Qualified Employees:

- A. Each employee shall possess and keep current the following:
 - USLA open water lifeguard certification
 - CPR/AED for the Healthcare Provider
 - First aid training according to USLA guidelines
 - Current South Carolina driver's license
 - All certifications must be obtained prior to independent assignment
 - Code enforcement class supplied by Town
 - Background check performed by contractor and submitted to Town
 - Employee records must be on file with the Town's Administrator

B. Supervisors

- A supervisor will be designated each day
- Must meet all employee qualifications listed above
- Shall ensure reports are submitted in a timely manner.
- Will follow the above schedule for supervision of beach vehicles

7. Appearance:

- A. All employees shall wear matching uniforms, pre-approved by the Town
- B. Uniforms will include a shirt, short, and hat.
- C. Uniforms will be worn while on patrol, will be clearly identifiable as beach patrol and marked with Town seal.
- D. Jackets, pants, and other items may be worn as approved.
- E. All employees shall maintain a professional attitude and appearance.
- F. Clothing shall be neat and clean at all times.
- G. Employees shall possess the physical ability to complete all job elements and duties as required.

8. Liability and Insurance:

A. The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for his employees. Contractor must provide Town with certification of this coverage.

- B. Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. Contractor must provide Town with copies of this policy.
- C. The Contractor shall maintain automobile insurance liability policies on all "Beach Patrol" vehicles with at least five hundred thousand/one million dollars (\$500,000/\$1,000,000) coverage. Contractor shall provide Town with copies of these policies.
- D. The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the work by the employees of Contractor.

9. Termination:

- A. This Agreement may be terminated without cause by either party with thirtyday (30) written notice. In such case, the Town shall pay the Contractor a prorata share of the monthly fee up to the date of termination.
- B. If the Contractor fails to abide by any terms in the Agreement, the Town has the duty to notify the Contractor in writing of such failure. If the Contractor then fails to correct the failure within forty-eight (48) hours of such notification, the Town, at its discretion, may terminate the Agreement.

10. Modification:

This agreement may not be modified except by written consent of both parties, such consent to be given by authorized representatives of both parties.

11. Effective Date: This agreement shall be effective February 7, 2017.

WITNESSES:

TOWN OF KIAWAH ISLAND

By: Craig E. Weaver Its: Mayor

ISLAND BEACH SERVICES, LLC

N. EDGERTON

WNER

Beach Patrol Proposal 2017



Island Beach Services, LLC

PO Box 771 John's Island, SC 29457

> Phone: 843-478-9583 Fax: 843-559-4334 info@BeachPatrolSC.org

> > January 13, 2017

Island Beach Services, LLC

PO Box 771 Johns Island, SC 29457 info@BeachPatrolSC.org www.BeachPatrolSC.org



January 5, 2017 Mayor Craig Weaver Town of Kiawah Island 21 Beachwalker Dr. Kiawah Island, SC 29455

Dear Mayor Weaver,

Thank you for the opportunity to continue to conduct business with the Town of Kiawah. We have analyzed the RFP and are pleased to submit our proposal to provide Beach Patrol Services. Given our experience of providing the Town's Beach Patrol for more than 7 years, we are intimately familiar with the needs of Kiawah's beach, waterways and patrons.

Island Beach Services, LLC understands that the terms of this contract now include those set forth in the prior contract as well as meeting and maintaining the standards for open water lifeguarding as outlined by the United States Lifesaving Association (USLA). As one of only 5 certified agencies in South Carolina we would be proud to continue exceeding the expectations of the Town. Out of the 5 certified agencies, Island Beach Services, LLC is the best qualified agency due to our specific experience on Kiawah Island. As stated in the Kiawah Island Public Safety Study completed November 30, 2014 by Public Safety Solutions, Inc., Island Beach Services, LLC "seems to be well equipped, well trained and customer service oriented, [taking] pride in their profession, continually train[ing], and plan[ing] for how they can better serve the Town of Kiawah Island".

Since the publishing of this study, Island Beach Services has completed the probationary period and was officially certified by the USLA at their Board of Directors Meeting in Hawaii in November of 2015. We have also become closely aligned with the Charleston Metro Marine Unit, and have participated in joint trainings with Charleston County Rescue, Mt. Pleasant Fire Department, and St. Johns Fire Department. We have also engaged Dr. Kieth Borg, Professor, Attending Physician and Pediatric Emergency Division Director at MUSC to act as Medical Director to oversee all patient care standards and training.

Island Beach Services, LLC is committed to meeting the needs outlined in this request for proposals and providing these services for the next three years with an understanding of the possibility of two one year extensions.

The enclosed offer of services is firm and irrevocable for 60 days from the date of this letter.

Thank you for your consideration, Island Beach Services, LLC

Rent april Mili

2. Technical Proposal (see attached Submittal Form)

3. Firm Qualifications and Experience

Island Beach Services, LLC is a small local business specializing in beach patrol services. Located on Johns Island, the company has 17 seasonal employees working full time hours, five of whom work year round in the off season as part time employees. Island Beach Services, LLC is one of only five USLA certified agencies operating in South Carolina.

4. Supervisory and Staff Qualifications and Experience

The management team is Robert Edgerton, Michael Sosnowski and Butch Neal. Daily supervisors include Thomas DeHaven and Noah Butler who are experienced veterans on the beach. Emergency Medical Responder Training is overseen by Dr. Keith Borg, MD. Brief bios are below and resumes for the management and supervisor team are attached.

Robert Edgerton began working for Kiawah Isalnd Beach Patrol in 2003. He became a Supervisor and Code Enforcement Officer for the Town. He is certified as a Paramedic and holds multiple instructor certifications in CPR/AED, First Aid, Emergency Medical Responder, and Lifeguarding, amongst others.

Micheal Sosnowski began working for Kiawah Island Beach Patrol in 2004. He became a Supervisor and Code Enforcement Officer for the Town in 2006. He has several years of Public and Non-Profit Management education and experience as well as instructor certifications in CPR/AED, Water Safety, First Aid, and USLA training.

L. K. (Butch) Neal has been a staple on the beach of Kiawah Island for the past 30 years. As the original contract holder for Beach Patrol, he has continued to act as a senior advisor and use his expertise and experience to maintain excellence and continuity of expectations between the Town and the Beach Patrol Staff.

Tomas DeHaven has served as a supervisor for Kiawah Island Beach Patrol for several years. He began his lifeguarding career at Beachwalker County park where he also was a supervisor. Thomas is also certified as a USLA Trainer and graduated Summa Cum Laude from College of Charleston with a degree in exercise science. He is currently pursuing an advanced degree in physical therapy.

Noah Butler has been with Kiawah Island Beach Patrol for the past 2 years and has recently moved into a supervisor position. He has become certified as an EMT and is currently working towards his nursing degree.

Keith Borg, MD graduated from Macalester College in St. Paul, MN with his BA in Biology. He received his MD and his PhD (Microbiology and Immunology) from the Medical University of South Carolina. Dr. Borg completed his Emergency Medicine (EM) Residency at the University of Cincinnati. He currently holds the academic title of Associate Professor, Departments of Pediatrics and Medicine, Emergency Medicine Divisions.

5. Equipment List:

• Three Compact, Four-Wheel Drive Truck or Jeep-type Vehicles equipped with Light Bars and Beach Patrol Decals

• Two All-Terrain Vehicles [Four-wheelers]

• One Rescue Watercraft – including all necessary accessory boating and safety equipment i.e trailers, PFD's, drybags, helmets, etc.

- One Rescue Sled
- Three Rescue Boards
- · Five First Aid Kits and Related Medical Equipment
- Five sets of Binoculars
- Eight Torpedo Style Rescue Cans (Buoys)
- Three Backboard Devices
- One Dedicated Beach Cell Phone and Related Hardware
- One VHF Radio for ship to shore communication
- Six Variable Size Wetsuits for Coldwater Rescue
- Snorkels/Mask/Fin Combos for Each Employee

Currently, all equipment is stored in the KICA garage at 21 Beachwalker Drive.

6. Similar Engagements with other Government Entities

None

SUBMITTAL FORM (Offeror to complete all blanks)

DATE: December 22 , 2016

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Island Beach Services, LLC

BUSINESS ADDRESS: PO Box 771 Johns Island, SC 29457

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

- 1. that the offeror has carefully examined specifications for the Services;
- 2. that the offeror is familiar with all the conditions surrounding the performance of the Services;
- 3. that, 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. that the offeror understands that the Owner reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
- 5. that, if awarded the Contract, the offeror will enter and execute a contract as required in the Request for Proposals (RFP);
- 6. that the Offeror is legally able to enter into and perform a contract, if awarded;
- 7. that the Offeror is current on all taxes and fees owed to the Town.

SUBMITTAL FORM Page Two

I. EQUIPMENT:

Provide a list of the type and amount of equipment that will be committed to the Town for the Beach Patrol Contract.

II. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function. Please include the name and contact information for the Contact Person who will be charged with the administration of this contract.

III. EXPERIENCE:

At least three (3) references are required, however, you may provide as many as desired in excess of the three (3) required.

COMPANY NAME: Town Of Kiawah Island			
Contract Title: Beach Patrol Services			
Contract Period: From2009	To	Present	
Geographic Area Served Kiawah Island			
Scope of Work: Public Safety and Lifeguard Services			
Contracting Office:Public Safety Dept			
Contact Name:Rusty Lameo			
Title: Senior Code Enforcement Officer			
Address: 21 Beachwalker Dr.			
City:Kiawah Island		State: SC	
Telephone: <u>843.768.9166</u>			
Email:rlameo@kiawah.org			

SUBMITTAL FORM Page Three

IV. <u>EXPERIENCE (Continued)</u>:

2.	COMPANY NAME: Kiawah Island Golf Resort
	Contract Title: Beach Patrol Services
	Contract Period: From 2009 To Present
	Geographic Area Served Kiawah Island
	Scope of Work: Public Safety and Lifeguard Services
	Contracting Office:TOKI Public Saftey Department
	Contact Name: Yvonne Johnstone
	Title: Director of Security
	Address: 1 Sanctuary Beach Dr.
	City: Kiawah Island State: SC
	Telephone:843.768.2121
	Email: yvonne_johnstone@kiawahresort.com

3.	COMPANY NAME: Kiawah Island Community Association		ciation
	Contract Title: Beach Patrol Services		
	Contract Period: From 2009	To_	Present
	Geographic Area Served Kiawah Island		
	Scope of Work: Public Safety and Lifeguard S	ervice	es
	Contracting Office: TOKI Public Safety Departr	nent	
	Contact Name: Jimmy Bailey		
	Title: Chief Operating Officer		
	Address: 23 Beachwalker Drive		
	City: Kiawah Island		State: SC
	Telephone: 843.768.9194		
	Email:jimmy.bailey@kica.us		

SUBMITTAL FORM Page Four

IV. COST:

\$299,165.23

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor for the Beach Patrol Contract at the following cost (all prices shall include applicable sales taxes):

NAME OF COMPANY:Island I	Beach Services, LLC	
By: Ruth auto	Robert Edgerton Print Name	
Title: Owner	(i.e., Owner, Partner, Corporate Officer, etc.)	
Address: PO Box 771		
City:John's Island	State: <u>SC</u> Zip: <u>29457</u>	
Telephone Number: <u>843.478.9583</u> Business Fax Number: <u>843.559.4334</u>		
Is your firm a <u>X</u> Corporation, <u>Sole Proprietorship</u> , or <u>Partnership</u> ?		
If incorporated, please list state of incorporation: <u>SC</u>		

BUSINESS LICENSE:

The Offeror is not required to have valid business licenses to submit a Proposal. However, Offerors 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 BL003925-01-2017____. Contact (843) 768-9166 with any questions.

Does your business have a valid **Charleston County** Business License? 🕅 Yes 🗖 No If yes, list the number <u>Not required per Charleston County</u>. Contact (843) 958-4880 with any questions.

MINORITY/WOMEN-OWNED ENTERPRISE:

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

NON-COLLUSION OATH

COUNTY OF: Charleston

STATE OF: South Carolina

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 or her 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 the offeror.

SWORN TO BEFORE ME THIS

DAY OF, 2017	Authorized Signature for Offeror
	Please print Offeror's name and address:
NOTARY PUBLIC FOR THE	
STATE OF	
My Commission Expires:	
Print Name:	
Address:	

(Note: Notary seal required for foreign Offeror.)



Effective Date:

Expiration Date:

January 12, 2017

December 31, 2017

TO BE POSTED IN A CONSPICUOUS PLACE

Affinity Healthcare

Insurance Carrier:	Beazley / Syndicate 2623/623 at Lloyd's, A, XV
Carrier status:	Non-Admitted
Policy period:	One year
Limits of Professional Liability: Insuring Agreement, I.A (Claims Made Form)	1. Each Claim including Claims Expenses \$1,000,000 But sublimited to: i. Sexual/Physical Misconduct Each Claim including Claims Expenses \$100,000 2. Professional Liability Term Aggregate Including Claims Expenses \$3,000,000 But sublimited to: i. Sexual/Physical Misconduct Aggregate including Claims Expenses \$300,000
Limits of General Liability: Insuring Agreement, I.B (Occurrence form)	 Each Accident including Claims Expenses \$1,000,000 But sublimited to: i. Fire Legal Liability (Insuring Agreement I.D) Each Claim including Claims Expenses \$50,000 Medical Payments (insuring Agreement I.E) Each Claim \$5,000 General Liability Term Aggregate Including Claims Expenses \$3,000,000 But sublimited to: Fire Legal Liability (Insuring Agreement I.D) Aggregate including Claims Expenses \$50,000 Fire Legal Liability (Insuring Agreement I.D) Aggregate including Claims Expenses \$50,000 Medical Payments (insuring Agreement I.D) Aggregate \$25,000
Products/ Completed Operations Liability:	1. Each Claim including Claims Expenses \$1,000,000 2. Products/ Completed Operations Liability Term Aggregate Including Claims Expenses
Insuring Agreement, I.C	\$3,000,000
Information Security & Privacy Liability,	
Regulatory Defense	
and Penalties and PCI Fines,	Aggregate Limit: \$1,000,000
Expenses and Costs Limits	But sublimited to:
Limit of Liability, Insuring Agreements I.F., I.H., and, I.I.:	i. Aggregate sublimit of liability applicable to Insuring Agreement I.D. \$1,000,000
Employee Benefits Liability	ii. Aggregate sublimit of liability applicable to Insuring Agreement I.E. \$100,000
Limit of Liability,	
Insuring Agreement, I.J.	No coverage
Beazley Breach Response Services	i e erreiege
Limits	
Limit of Liability, Insuring Agreement, I.C.	 Notified Individuals Limit of Coverage: 25,000 Notified Individuals in the aggregate. Aggregate Limit of Coverage for all Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses combined: \$100,000
Deductibles:	A Insuring Agreements I.A., I.A., I.B., I.C., I.D., I.F., I.H., I.I. and I.J Each Claim (including each Claim in the form of a Regulatory Proceeding) including Claims Expenses \$2,500 B. Insuring Agreement I.E. Each Claim \$1,000 C. Insuring Agreement I.G., Threshold and Deductible Each incident, event or related incidents or events giving rise to an obligation to provide Privacy Breach Response Services: i. Notification Services, Call Center Services and Breach Solution and Mitigation Services for each incident involving at least: 100 Notified Individuals ii. Deductible applicable to Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses: \$2,500 combined, but one-half (1/2) of the amount shown herein for Legal Services (which deductible is part of and not in addition to the combined deductible)
Policy term: Retro Active date	To Be Determined (annual) Upon Inception of Policy
Professional Services Covered:	beach patrol and ocean rescue services
	Continued next page

Affinity Insurance Services, Inc. 159 East County Line Road • Hatboro PA 19040 • Phone: 877-738-3714 Fax: 847-953-2700 CA License # CA 0G94493

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Affin	itv
C Affin Healt	hcare
PL Policy Premium:	\$ 5,000.00
GL Policy Premium:	Included
Broker SL Fee:	\$ 75.00
Surplus lines tax:	\$ 304.50
Surplus lines fee:	\$ none
Total Premium:	\$ 5.379.50
TRIA (optional terrorism)	Available for an additional premium charge of 2.5% plus taxes
Minimum Earned Premium:	30% (No flat Cancellations)
General Liability included:	Included
Expenses outside limits:	No
Quote Expiration:	11/09/2016

INSURANCE PROPOSAL TERMS AND CONDITIONS

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following quote, subject to receipt, review and written acceptance of the following information:

1. Signed Authorization to Bind Coverage

2. A completed, signed and dated Beazley Privacy Supplemental Application

3. TRIA selection/ rejection Form

4. premium in full (financing is available upon request)

Product: MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY, GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS LIABILITY, INFORMATION SECURITY AND PRIVACY INCLUDING BREACH RESPONSE SERVICES – COMBINATION CLAIMS MADE AND REPORTED/OCCURRENCE BASIS Policy Form: F00518 082015 ed. Retroactive Date: Policy Inception - applies to Professional Liability , Products/ Completed Operations Liability, Information Security and Privacy Liability, Regulatory Defense and Penalties, PCI Fines, Expenses and Costs, Extending Reporting Period: 12 Months Premium for Extending Reporting Period: 100% of the premium for the Policy Period Choice of Law: New York Terrorism Coverage Premium: Not Purchased

The Limits of Liability shall apply separately from each tower. Under no circumstances shall any one Claim trigger multiple towers.

Affinity Insurance Services, Inc. 159 East County Line Road • Hatboro PA 19040 • Phone: 877-738-3714 Fax: 847-953-2700 CA License # CA 0G94493

Island Beach Services LLC



WORKERS COMPENSATION AND EIMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IJUB-2A95354-5-16) RENEWAL OF (IJUB-2A95354-5-15)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

INSURED:

1.

PRODUCER:

ISLAND BEACH SERVICES LLC PO BOX 771 JOHNS ISLAND SC 29457 ASSURED NEACE LUKENS INS 3860 FABER PLACE DR STE 400 N CHARLESTON SC 29405

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 06-10-16 to 06-10-17 12:01 A.M. at the insured's mailing address.
- A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
 - SC
 - B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$ 500000	Each Accident
Bodily Injury by Disease:	\$ 500000	Policy Limit
Bodily Injury by Disease:	\$	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**.

DATE OF ISSUE: 04-29-16 DB OFFICE: ELMIRA NY SRV CTR 700 PRODUCER: ASSURED NEACE LUKENS INS

DIRECT BILL

CURRICULUM VITAE

Robert Edgerton

Mobile No: (001) - 843 - 478 - 9583 Home Address: 109 Oyster Point Row, Charleston, SC, 29412, USA E-Mail Address: Robert.Edgerton@iCloud.com

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PERSONAL DETAILS

Age	
Date of Birth	
Place of Birth	
Citizenship	
Marital Status	
Religion	
Languages	
Hobbies/Interest	

33 years old May 7, 1983 Charleston, South Carolina American Married Christian English Water Sports, Fishing, SCUBA Diving

SUMMARY

I have a background in both Emergency Medical Services (EMS) and Lifeguarding. My EMS experience has been in 911 Third Service and Volunteer College systems. I have served as the Supervisor and then Director of a volunteer Collegiate EMS system and currently function as a Station Supervisor in a 911 service. I have lifeguarded at pool venues and in open water environments. I have negotiated government contracts to provide Beach Patrol services to local municipalities, and I have managed all aspects of that service. Honesty, integrity, and discipline are my most valuable traits. I have strong leadership qualities and a passion for teaching, managing, and empowering people so they are equipped to achieve their goals.

EDUCATION

Dates	Degree	Location
2001-2005	Undergraduate Studies, Non-Degree	College of Charleston, Charleston, SC, USA
Nov. 2005	Certificate of Proficiency in Emergency	Emergency Training Concepts, LLC- North
	Medical Technician – Paramedic	Charleston, SC, USA

HISTORY OF EMPLOYMENT

OCTOBER 2007 - PRESENT

Island Beach Services, LLC 1518 Royal Colony Road John's Island, SC, 29455, USA

Owner

- I negotiated a proposal and secured the contract to run Kiawah Island Beach Patrol.
- Recruit and train staff for Beach Patrol Positions.
- I developed and teach the Safe Operations of Beach Vehicles Course for the Town of Kiawah Island.
- Purchase and maintain beach equipment.
- Responsible for managing all aspects of beach operations.
- Successfully completed certification as United States Lifesaving Association (USLA) Agency.

JANUARY 2006 - PRESENT

Coastal Training Basics, LLC 109 Oyster Point Row Charleston, SC, 29412, USA

Owner

- * I own and am sole operator of the company specializing in Lifeguarding, CPR, and First Aid.
- I solicit business from local businesses, government agencies, and private individuals.
- Contracted with St. Andrew's Family Fitness Plus to teach lifeguarding classes.
- Adhere to the current standards of the American Red Cross and American Heart Association.
- I subcontract through other companies as an assistant or substitute instructor.

MAY 2005 - PRESENT

Charleston County Emergency Medical Services 4045 Bridgeview Drive North Charleston, SC, 29405, USA

Paramedic

- Worked as a Paramedic on an Advanced Life Support unit in a 911 setting.
- Maintain the rank of Captain, and am responsible for my station, ambulance, and partner and other crews at my station.
- Duties included IV's, Physical assessments, Cardiac monitoring, Assisting with the treatment and transport of the sick and injured.
- Competed in the Carolina Competition.
- Assist in teaching BLS classes during in-service training and run skills stations as assigned.
- Certified as a HazMat Technician.
- Participated in the HazMat Team and Bike Team.
- Participated with the WMDRRT-Charleston.
- Participate with the Tactical EMS Team.
- Actively assist with community awareness programs such as the High School Injury Prevention Coalition.
- Experience as a Field Training Officer.
- Participate and coordinate the EMS Marine Team with the Charleston Metro Marine Unit.
- Successfully completed the Supervisor Training Course.
- Successfully completed the Behavioral Interview Course.
- Elligible as an Independent Duty Paramedic on a Quick Response Vehicle.

JUNE 2004 - PRESENT

Town of Kiawah Island, SC 21 Beachwalker Drive Kiawah Island, SC, 29455, USA

Code Enforcement Officer (Seasonal)

- I was selected for a pilot program as the first night-time law enforcement for the Town of Kiawah.
- Assisted with the development of this branch of the Public Safety Department.
- Tasked with scheduling, recruiting, and training new personnel.
- Enforce town ordinances.
- I work in cooporation with the local law enforcement and private security entities of the Island.
- Ensure the safety of all visitors and residents of the Island.

APRIL 2003 - MAY 2007

Island Products, Inc. John's Island, SC, 29455, USA

Supervisor: Beach Patrolman/Lifeguard

- Ensured safety of beach patrons and enforced beach ordinances and regulations.
- Trained personnel in lifeguarding and BLS skills.
- I supervised daily agency operations and was responsible for scheduling.

JANUARY 2003 - DECEMBER 2006

College of Charleston First Responder Unit College of Charleston, SC, 29401, USA

Student Department Director (Volunteer)

- Provided care and treatment of the sick and injured on campus and in the surrounding community.
- Involved in recruiting and training new personnel.
- Supervised daily shift operations and crews.
- * I was elected to serve as the Student Director of the Unit.

ADDITIONAL TEACHING EXPERIENCES

JANUARY 2009 - PRESENT

Lowcountry Regional EMS Council 1016 East Montague Avenue North Charleston, SC, 29405, USA

- Preceptor for National Registry boards for Basic, Intermediate, and Paramedic Practical Exams.
- Assist with EMT classes as needed.

JUNE 2004 - DECEMBER 2009

Emergency Training Concepts, LLC Mount Pleasant, SC, 29464, USA

Instructor (Part – Time)

- Lead instructor for the AHA BLS classes.
- Lead First Responder Instructor.
- Honed leadership and teaching skills.

MEMBERSHIPS, LICENCES AND CERTIFICATIONS

Tit	le	License/Membership/ Certification Number
•	Certified Hazardous Materials Technician	
*	Certified Hazardous Materials Technician	
*	National Registry – Paramedic	Certification # P8012504
*	South Carolina DHEC EMT-Paramedic	Certification #SC005792
*	American Heart Association Advanced Life Support (ACLS) Provider	
*	American Heart Association Basic Life Support (BLS) Instructor	
*	American Heart Association Heartsaver First Aid Instructor	
÷	American Red Cross First Aid, CPR, AED Instructor	
*	American Red Cross Lifeguard/Waterfront Lifeguard Instructor	
*	American Safety & Health Institute (ASHI) Insturctor- Level 8	Instructor # 2254644
*	American Safety & Health Institute Basic Life Support Instructor	
*	American Safety & Health Institute Advanced Life Support Instructor	
*	MEDIC First Aid, CPR, AED Instructor	Instructor # 2254644

*	International Trauma Life Support (ITLS) Provider	
*	International Trauma Life Support (ITLS) Instructor	
*	United States Lifesaving Association Member	Member #10222428
*	United States Lifesaving Association Trainer	
*	South Carolina Concealed Weapons Permit	CHID#0001 (0550
*	PADI Open Water Diver	CWP#000169579
*	National Association of Safe Boating Law Administrators (NASBLA) Boat Crew Member	Diver #0902082729
*	NASBLA Boat Operator Search and Rescue (BOSAR) Course	
*	K38 Open Water Rescue Water Craft Operator	
*	Town of Kiawah Island Beach Vehicle Operations Instructor	Student ID # K38- OWRWCC-02-31920-14-06

REFERENCES

- Rusty Lameo Town of Kiawah Island
 Beachwalker Drive Kiawah Island, South Carolina, 29455
- Butch Neal Island Products, Inc. 1518 Royal Colony Road John's Island, South Carolina, 29455
- 3. B. L. Bost Emergency Training Concepts, LLC Mount Pleasant, South Carolina, 29464
- Amanda Reeves
 Dorchester County Emergency Medical Services
 821 West 5th North Street
 Summerville, South Carolina 29483
- Greig Samuelson Charleston County Emergency Medical Services Lonnie Hamilton Building 4045 Bridgeview Drive, Suite B309 North Charleston, South Carolina, 29405
- 8. Todd McGeorge Charleston County Emergency Medical Services Lonnie Hamilton Building 4045 Bridgeview Drive, Suite B309 North Charleston, South Carolina 29405

Cell Phone (843) 697-1959 Office Phone (843) 768-9166 Email: <u>RLAMEO@KIAWAHISLAND.ORG</u>

Office Phone (843) 819-4334 Email: <u>BeachBiz@Comcast.net</u>

Cell Phone (843) 696-4141 Email: <u>sgtmaj104@comcast.net</u>

Office Phone (843) 832-0025 Email: <u>areeves@charlestoncounty.org</u>

Cell Phone (843) 693-4232 Office Phone (843) 202-6706 Email: <u>GSamuelson@charlestoncounty.org</u>

Cell Phone (843) 693-6762 Office Phone (843) 202-6711 Email: <u>TMcGeorge@charlestoncounty.org</u> Nikki Bowie Charleston County Parks and Recreation Commission 861 Riverland Drive Charleston, South Carolina 29412

Office Phone (843) 762-8114 Email: <u>NBowie@CCPRC.com</u>

MICHAEL SOSNOWSKI, CFRE

1 Town Creek Drive Charleston, SC 29407 - 843.817.7208 - michael.sosnowski@gmail.com

EXPERIENCE

Feb. 2015 to Present – The Nature Conservancy of SC Mt. Pleasant, SC

Major Gifts Officer

Maintain a portfolio of 75-120 middle and major donors Reach an annual cash goal of \$550K with an additional deferred goal of \$3.5M Raised appox. \$14M in planned giving commitments over 22 months Created Donor Communication pieces including SC Campaign Case Statement Writing and submitting grant proposals for government entities and foundations

2012 to 2015 - Charleston Collegiate School

Johns Island, SC

Assistant Head of School for Advancement Increased Admission Applications 700%

Lead/Managed Administrative and/or Non-Teaching Staff of 10

Coordinated/Managed Various Parent Volunteer Committees

Increased Overall Student Enrollment by 30%

 Directed Branding Campaign as well as all Marketing and Communications Creation/Execution – website, news releases, updates and advertisements
 Directed Annual Fund Campaign (\$175K) and Scholarship Program (\$250K)
 Coordinated/Assisted in Raising \$5 Million in Outright Gifts Over 16 Months
 Maintain a Tour to Application rate of 93%

2012 to Present – CMG Marketing and Events, LLC Johns Island, SC

SHOT Show Industry Day at the Range Host

Coordinate Communications for 24 Domestic and International Corporations Coordinate Outdoor Industry Media and Buyers, Both Private and Military Lead/Manage 8 event staff

2007 to Present - Island Beach Services, LLC

Kiawah Island, SC

Manager/Owner

Founded Contract Agency Specific to Municipal Public Safety Meet and Maintain United States Lifesaving Association Training Standards

2005 to 1 could = 00000 wat 1 topelies, but to a data with a data wit	2005 to Present – Sosnowski Properties, LLC	Wadmalaw Island, SC
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Co – Owner

Experience Working with the Lowcountry Open Land Trust as a Donor Land Management as Related to LOLT Property Easement

2006 to Present – Town of Kiawah Island	Kiawah Island, SC
Code Enforcement Officer, Seasonal	
2010 to Present – Coastal Training Basics, LLC	Johns Island, SC
Associate Instructor	
2008 to 2012 – Roper St. Francis LifeLink	Charleston, SC
Critical Care Transport EMT	
2004 to 2006 – Island Products, Inc.	Kiawah Island, SC
Beach Patrol Officer, Kiawah and Seabrook Supervisor	
2004 to 2008 – University of Richmond	Richmond, VA
Master Carpenter – Theater Department	

EDUCATION

2004-2008	University of Richmond	Richmond, VA
	of Arts in English Business Administration and History	
2012-2013	The Lily School of Philanthropy, IUPUI	Indianapolis, IN
	Degree in Fundraising Management on Interpersonal Communication and Majo	r Giving
2016	The University of Charleston, SC	Charleston, SC
	Public Administration Program on Non Profit Management and Marketing	

SPECIAL SKILLS AND ABILITIES

Verbal and Written Communication, Conflict Resolution, and Team Management

Preliminary Donor Development, i.e. Setting Up the Ask As First Contact

Marketing for Non-Profits - Major Giving, Planned Giving, and Annual Fund

Experience with BlackBaud Products: BBCRM, Raiser's Edge, Education Edge, and WhippleHill CMS

Experience with Microsoft 365 Products, Website Creation and Content Management, Social Media for Fundraising

Volunteer Fundraising Consulting for 2 Anglican Parishes

Experience with RFP and Bidding Process on the Community Level

Working with Municipal Government on Policies and Procedures related to Public Safety

Certifications: NREMT-I [former], ACA Level II Instructor, USLA Trainer, AHA Instructor, Challenge by Choice Facilitator, BVOPS Instructor.

Thomas DeHaven

1535 Harbor View Rd. Charleston, SC 29412

tomdehaven@gmail.com, 843-834-1663

OBJECTIVE

To gain experience and insight into the physical therapy profession in various settings, and to better understand the qualities of a successful physical therapist.

EDUCATION

College of Charleston, Charleston, SC Bachelor's Degree in Exercise Science, May 2016 *Summa Cum Laude* GPA: 3.915

PROFESSIONAL EXPERIENCE

Island Beach Services LLC Kiawah Island Beach Patrol Officer and USLA Trainer

May 2011- Present, Kiawah, SC

- Enforces Town of Kiawah ordinances on beach front.
- Coordinates response to medical emergencies on beach front as a South Carolina Department of Transportation Emergency Medical Responder.
- Performs Aquatic Rescues in the areas offshore of Kiawah, Folly, and Seabrook Island.
- Provides excellent customer service and patient care.

Charleston County Parks and Recreation Commission Ocean Lifeguard and Supervisor

May 2008 - October 2014. Charleston, SC

- Developed efficient patient transfer procedure to higher medical services.
- Ensured proper care was provided by lifeguards to patients.
- Educated subordinates on the importance of preventative action in emergency prevention.
- Represented CCPRC in lifeguard competitions.

VOLUNTEER EXPERIENCE

Rehab Centers of Charleston, Intern, Mount Pleasant, SC August 2014 - Present

- Prepared facility and equipment for patient use while observing operation of a rehabilitation center.
- Knowledgeable of IFC electrical stimulation, HIFU, and Dexamethasone phonophoresis & iontophoresis
- Project Green Heart, Charleston, SC October 2013 Present
 - Provided support for various Green Heart events throughout the year.

Lions Club International, Vice President and Founding Member, Columbia, SC August 2009 – May 2012

- Collaborated with Columbia area Lions Club members to colonize a USC chapter of lions club.
- Participated in philanthropic as well as community service events supporting the Columbia area.

Greek Programing Board at University of South Carolina Co-Chair, Columbia, SC August 2010-2011

- Organized and scheduled service opportunities for the entire Greek life community at the University of South Carolina.
- These service opportunities focused on enrichment of the area surrounding the University of South Carolina campus and children who attended public schools in close proximity to the University of South Carolina.

ACCOLADES

- Practitioner Award for Achievement in Exercise Science College of Charleston, May 2016
- Phi Kappa Phi Honor Society College of Charleston, April 2016
- Golden Key Honor Society College of Charleston August 2015
- President's List College of Charleston, Spring Academic Year 2015-2016
- Highly Distinguished Honors College of Charleston Spring 2015, Fall 2015

Noah Butler

5189 Stablegate Lane, Hollywood SC 29449 - Cell: 843.743.9482 - Email: butler.noahdrake@gmail.com

Objective

To meet the needs of Kiawah Beach Patrons while being dedicated to my education as a Trident Tech Pre-Med Student, priding myself on finding a balance between work and school, focusing on safety while remaining engaging and inviting, and striving to always do better and help those in need.

Education

GRADUATE | MAY 2014 | FIRST BAPTIST SCHOOL

- · Varsity Letterman in Football and Rugby
- Accepted to Clemson University Packing Science Program

EMERGENCY MEDICAL TECHNICIAN | 2015 | TRIDENT TECHNICAL COLLEGE

· Focus on Pre-Ambulance and Pre-Hospital Care

ASSOCIATE OF NURSING | EXP. 2019 | TRIDENT TECHNICAL COLLEGE

Expected Focus on Emergency Care

Experience

LIFEGUARD SUPERVISOR | ISLAND BEACH SERVICES, LLC | 2015 TO PRESENT

- · USLA Trained
- EMT-B Certified
- · CPR/AED Certified

ASSISTANT RUGBY COACH | BISHOP ENGLAND HIGH SCHOOL | 2015 TO PRESENT

· 2016 Division II State Champions

MULTIPLE POSITIONS | CALIFORNIA DREAMING - CHARLESTON | 2013 TO 2014

· Excelled at all customer service roles.

RETAIL STAFF MEMBER | SEACOAST SPORTS AND OUTFITTERS | 2012 TO 2013

· Worked as cashier, greeter and kayak delivery-person.

Skills & Abilities

- **Management** As Lifeguard Supervisor, I have been responsible for training, scheduling and daily operations for Kiawah Island Beach Patrol.
- **Communication** I have always been applauded for my interpersonal communication skills particularly during a crisis situation or when navigating a possible negative interaction with an uncooperative beach patron.
- **Leadership** As a coach, I feel I am able to determine the best possible way to lead and motivate an individual and tailor my management style to meet their needs.

Curriculum Vitae Keith T. Borg, MD, PhD, FACEP

Biographical

Diographical				
Business Address 135 Rutledge Ave MSC 566, Rm. 283 Charleston, SC 29425	Phone 843.876.0795 Fax 843.876.0962 Email borgk@musc.edu			
Professio	onal Interests			
Traumatic Brain Injury Research Pediatric Emergency Medicine	Concussions			
Арро	ointments			
Attending Physician D&Y Locum Tenens Riverton Memorial Hospital Riverton, WY	2016 – Present			
Associate Professor Division of Pediatric Emergency Medicine Department of Pediatrics Division of Emergency Medicine Department of Medicine Medical University of South Carolina Charleston, SC	e 2012 – Present			
Associate Member College of Graduate Studies Medical University of South Carolina Charleston, SC	2012 – Present			
Medical Director LifeNet 7 Monck Corners Air Methods Corporation	Jul – Dec 2016			
Interim Division Chief Child Abuse Pediatrics Medical University of South Carolina Chil Charleston, SC	2015 – 2016 Idren's Hospital			
Keith T. Borg, MD, PhD Revised 1/10/2017	1			

Division Chief Pediatric Emergency Medicine Medical University of South Carolina Children's Hospital Charleston, SC	2012 – 2016
Assistant Professor Division of Emergency Medicine Department of Medicine Medical University of South Carolina Charleston, SC	2009 – 2012
Assistant Professor Division of Pediatric Emergency Medicine Department of Medicine Medical University of South Carolina Charleston, SC	2010 - 2012
Director of Research Division of Emergency Medicine Medical University of South Carolina Charleston, SC	2006 – 2009
Attending Physician Emergency Medicine Charleston Memorial Hospital Charleston, SC	2006 – 2008
Assistant Professor Department of Emergency Medicine Emory University Hospital Atlanta, GA	2004 – 2006
Assistant Professor Department of Emergency Medicine Grady Memorial Hospital Atlanta, GA	2004 – 2006
Attending Physician Department of Emergency Medicine Hughes Spalding Pediatric Hospital Atlanta, GA	2004 – 2006
Assistant Medical Director Cincinnati Hazard Material Management City of Cincinnati, OH	2003 – 2004
Staff Physician	2003 - 2004
Keith T. Borg, MD, PhD Revised 1/10/2017	2

Emergency Medicine Fort Hamilton Hospital Fort Hamilton, OH

Education	
Chief Resident Emergency Medicine University of Cincinnati Cincinnati, OH	2004
Residency Emergency Medicine University of Cincinnati Cincinnati, OH	2000 - 2004
Medicine, MD Microbiology and Immunology, PhD Thesis: Involvement of HIV-1 Splice Sites in the Cytoplasmic Accumulation of Viral RNA Medical University of South Carolina Charleston, SC	1993 – 2000
Biology, BA (Honors) Thesis: Collagenase Expression by Isolated Cardiac Myocytes Following Mechanical Stretch Japanese Studies (Minor) Macalester College St. Paul, MN	1986 – 1990

Professional Activities and Memberships

Society/Association Involvement

President Elect , Board of Directors South Carolina College of Emergency Physicians	2016 – Present
Member , Board of Directors South Carolina College of Emergency Physicians	2013 - Present
Ex-officio Member , Board of Directors Emergency Medicine Foundation	2008 - 2010
Young Physician Delegate American Medical Association American College of Emergency Physicians	2006 – 2009
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Immediate Past President , Board of Directors Emergency Medicine Residents Association	2002 - 2003
Reviewer and Participant Representative from Emergency Medicine Resident Association National Health Professions Preparedness Consortium Healthcare Leadership and Administrative Decision Making in Response to WMD Incidents	2002, October
Member, Board of Directors Emergency Medicine Foundation	2001 – 2002
President , Board of Directors Emergency Medicine Residents Association	2001 - 2002
President Elect , Board of Directors Emergency Medicine Residents Association	2000 - 2001
Alternate Delegate, Medical Student Section American Medical Association	1999 – 2000
Member , Board of Directors Medical Student Section American Medical Association	1999 – 2000
Student Representative to Board of Directors South Carolina Medical Association	1998 — 1999
Secretary-Treasurer Medical University of South Carolina Chapter South Carolina Medical Association	1994 – 1995
Committee Appointments/Memberships	
National	
Member , Educational Meeting Committee American College of Emergency Physicians	2015 – Present
Member , Compensation Committee American College of Emergency Physicians	2010 - 2015
Chair, Finance Committee American College of Emergency Physicians	2010 - 2014
Member , Finance Committee American College of Emergency Physicians	2004 - 2015 2001 - 2002
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Member, Research Committee Society for Academic Emergency Physicians	2008 – 2011
Member, Mentoring Committee Shock Society	2007 - 2010
Member , Special Task Force Advisory Group Emergency Medicine Workforce American College of Emergency Physicians	2007 – 2009
Member, Audit Committee American College of Emergency Physicians	2006 - 2015
Member , Scientific Review Committee American College of Emergency Physicians	2006 - 2012
Member , Research Committee American College of Emergency Physicians	2006 - 2011 2003 - 2004
Chair, Young Physician's Section American College of Emergency Physicians	2005 - 2006
Chair Elect , Young Physician's Section American College of Emergency Physicians	2004 - 2005
Member, Board of Nominating Committee American College of Emergency Physicians	2002 - 2003
Member, Teller Committee American College of Emergency Physicians	2001 - 2003
Regional	
Level I Representative, South Carolina Trauma Advisory Council State of South Carolina (Member, 2013-2015)	2015 – Present
Member, Low Country Regional Trauma Committee State of South Carolina	2014 – Present
Member, EMS for Children Advisory Committee State of South Carolina	2009 – Present
Local	
President, Board of Directors	2016 – Present
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Cooper River Bridge Run	
Member , Credentialing Committee Medical University of South Carolina	2016 – Present
Member, Board of Directors Cooper River Bridge Run	2013 – Present
Member , Peer Review Committee Medical University of South Carolina	2011 – Present
Member, Mentor Leadership Committee Medical University of South Carolina	2010 - Present
Member, Pediatric Trauma Focus Group Medical University of South Carolina	2009 – Present
Member, SOCRATES Mentoring Group Medical University of South Carolina	2009 – Present
Member , Emergency Medicine Research Committee Medical University of South Carolina	2006 – Present
Member, Sport Medicine Committee Medical University of South Carolina	2010
Member , Ambulatory Electronic Medical Record Selection Advisory Committee Medical University of South Carolina	2010
Member , Emergency Medicine Budget Committee Medical University of South Carolina	2008 - 2010
Member , Emergency Medicine Research Committee Emory University	2004 - 2006
Society Memberships	
Member Air Medical Physician Association	2016 – Present
Member , American Academy of Pediatrics	2012 – Present
Member Shock Society	2006 – Present
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Revised 1/10/2017

2000 - Present

Member

Society of Academic Emergency Medicine

Journal Reviewer

ISRN Emergency Medicine	2012 – Present
Critical Care Medicine	2011 – Present
Emergency Medicine Practice	2003 – Present
Annals of Emergency Medicine	2003 – Present
Canadian Association Medical Journal	2004 - 2006

Event Medical Services

Instructor, Charleston County Parks, Life Guard Mock Resuscitation	2013 - 2016
Medical Director, USA Procycling Challenge	2011 - 2015
Medical Support, Cooper River Bridge Run	2007 - 2017
Medical Director, Tour of Missouri Bicycle Race	2007 – 2009
Medical Support, ING Atlanta Marathon	2007
Medical Volunteer, Tour of California	2006 – 2016
Medical Director, US Professional Cycling Championships	2006 - 2015
Medical Director, Tour De Georgia Bicycle Race	2005 - 2008
Medical Support, Peachtree Road Race	2004 - 2005
Medical Support, Iron man Triathlon World Championships	2001 - 2002

Other Events: NASCAR, Indianapolis 500 medical team, Lowcountry Roller Derby

Certifications

Pediatric Advance Life Support	2012 – Present
Advance Life Support	2011 – Present
Basic Life Support	2011 – Present
American Board of Emergency Medicine	2005 – Present

REQUEST FOR PROPOSALS



BEACH PATROL SERVICES

DECEMBER 9, 2016

Town of Kiawah Island 21 Beachwalker Drive Kiawah Island, SC 29455 843-768-9166 843-768-4764 fax www.kiawahisland.org

PROJECT OVERVIEW

DATE:	DECEMBER 9, 2016
DESCRIPTION OF WORK:	BEACH PATROL SERVICES
WRITTEN REQUEST DEADLINE:	JANUARY 6, 2017, 5PM
BID DUE DATE/TIME:	JANUARY 13, 2017, 1PM
LOCATION:	KIAWAH ISLAND MUNICIPAL CENTER
	21 BEACHWALKER DRIVE
	KIAWAH ISLAND, SC 29455
CONTACT PERSON:	RUSTY LAMEO, CODE ENFORCEMENT
	843-768-9166
	rlameo@kiawahisland.org

The Town of Kiawah Island reserves the right without prejudice to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Town.

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals, or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

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1. General Information

There is no expressed or implied obligation for the Town of Kiawah Island, South Carolina to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the Town of Kiawah Island reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow correction of errors or omissions.

Unless otherwise modified by the Town of Kiawah Island with an addendum, the terms and conditions in this RFP shall prevail. The Town of Kiawah Island reserves the right to reject, in whole or part, any proposal that does not comply with such terms and conditions.

The Town of Kiawah Island reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.

2. Submissions and Withdrawal of Proposals

Proposals are to be submitted in envelopes, marked, and addressed as directed in this RFP. Proposals submitted may also be submitted by fax or e-mail for consideration.

Offerors mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Town of Kiawah Island. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.

If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change. Proposals may be withdrawn by written request received from the Offeror prior to the submittal deadline.

3. Preparation of Proposal

- **A.** All proposals should be complete and carefully worded and must convey all of the information requested by the Town of Kiawah Island. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- **B.** All proposals shall provide a concise description of offeror's ability to satisfy the requirements of the RFP.

- **C.** Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposals.
- **D.** Submittals shall be typewritten or computer generated. It shall include, but not limited to, addresses of all firms that would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- E. The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, anyone proposal submitted in response to this RFP by more than one business entity will be deemed a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution, and responsibility.

4. Gratuities and Kickbacks

- A. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- **B.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Violation of this clause may result in contract termination.

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the Town's Administrator. Any deviations from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP. Requests for interpretation of this RFP and any questions concerning the RFP shall be made in writing, and addressed to the Town of Kiawah Island, Attn: Rusty Lameo, 21 Beachwalker Drive, Kiawah Island, SC 29455. Questions may be transmitted by fax or email, but it is the responsibility of the sender to confirm receipt by the Town.

Responses to said requests shall be made at the discretion of the Town Administrator. When issued, such interpretations and answers to such questions will be in the form of an addendum to the RFP that will be transmitted to each firm to which these RFP documents have been issued. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

6. Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP that is deemed privileged and confidential by the Offeror will not be disclosed. Such privileged and confidential information includes information that if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL "each specific part or their proposal that such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not the have such exemption. Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Town pursuant to applicable law. The Town of Kiawah Island hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information that is disclosed as a result of Offeror's failure to mark it as "CONFIDENTIAL"; and for any results of independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

7. Ownership of Documents

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFP including correspondence relating to this RFP) shall, upon delivery to the Town, become the property of the Town of Kiawah Island.

8. Selection Process

- **A.** Staff will review and analyze all submittals in order to rate the firms. The selection shall be made in order of preference, based on the criteria included in this RFP.
- **B.** The Town of Kiawah Island may request oral presentations or discussions with any or all Offerors for the purpose of clarification the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposal sections, both cost and technical, should be complete and concise and reflect the most favorable terms available from the offeror.

If the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Kiawah Island Municipal Center, 21 Beachwalker Drive, Kiawah Island, SC, 29455. The cost of such presentations shall be borne solely by the Offeror.

C. During the review process, the Town may request additional financial information from all Offerors.

9. Award the transformation of a sequelation and the second states and provide the first second and

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Kiawah Island, taking into consideration the evaluation factors set forth in this RFP.

10. Notice of Award of Contract

- **A.** A written Notice of Award of Contract will notify the successful offeror of acceptance of its proposal. The successful offeror shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful offeror prior to issuance of the Notice to Proceed.
- B. The successful offeror shall be required to execute a formal contract before work can proceed.

11. Notice to Proceed

A **Notice to Proceed** will be issued only after the successful offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds, if applicable, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

12. State and Local Taxes

Contractor shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon, or billed to the Town as a result of contractor's failure to pay any tax of any type due in connection with this Agreement.

13. Permits and Licenses

A. Both offerors and subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate business licenses. Contractor's license number, person's name, business name, driver's license number, and Tax ID number must be shown on all required licenses.

14. Offeror Representations

By submitting a proposal, each offeror represents that:

- **A.** The offeror has read and understands this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- **B.** The offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- **C.** The proposal is based on the terms, materials, systems, and equipment required by this RFP, without variance.
- **D.** The offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- **E.** The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the offeror or to any contract arising out of this RFP.

15. Material and Workmanship

A. If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the RFP and provided by the successful offeror are to be of the most suitable grade for the purpose intended. When requested, the successful offeror shall furnish to the Town for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the successful offeror contemplates incorporating in the work. Machinery, equipment, material, and supplies installed and used without the required prior approval shall be at risk of subsequent rejection.

- **B.** By signing its proposal, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use best skill and attention to provide the above-described work in a professional, timely manner.
- **C.** The Town may, in writing, require that the successful offeror remove from the work any employee the Town deems incompetent, careless, or otherwise objectionable.

16. Independent Contractors

Offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

17. Other Contracts de la seconda de la s

The Town of Kiawah Island may undertake or award other contracts for additional work, and may elect to complete portions of the work included in this proposal using its own forces or through other contracts, and the successful offeror shall fully cooperate with such other work contractors and Town of Kiawah Island employees and carefully fit its own work to such work as may be directed by the Town. The successful offeror shall not commit or permit any act by its forces or subcontractors that will interfere with the performance of work by any other contractor or by Town of Kiawah Island employees.

18. Insurance Requirements

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

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than 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).

- **A.** The Contractor shall carry and maintain Workman's Compensation insurance in statutory amounts for his employees. Contractor must provide Town with certification of this coverage.
- B. Contractor shall carry a comprehensive general liability policy of at least one million dollars (\$1,000,000) per occurrence (combined single limit of liability) to cover operations, equipment and contractual liability. The policy shall name Town of Kiawah Island as an additional insured. Contractor must provide Town with copies of this policy.

- **C.** The Contractor shall maintain automobile insurance liability policies on all "Beach Patrol" vehicles with at least five hundred thousand/one million dollars (\$500,000/\$1,000,000) coverage. Contractor shall provide Town with copies of these policies.
- **D.** The Contractor shall defend, indemnify, and hold harmless the Town of Kiawah Island, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the work by the employees of Contractor.

19. 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 casual 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 defense, settlement, and 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 indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

20. Suspension of Work

The Town may order the successful offeror in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Kiawah Island, or for noncompliance with the contract requirements.

21. Termination for Convenience of the Town of Kiawah Island

The Town of Kiawah Island by written notice may terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the Town of Kiawah Island, or for noncompliance with the contract requirements.

22. Contractor use of Site and Premises

- A. Successful offeror shall cooperate with and accommodate related work performed by the Town, or any work performed under separate contract by another contractor or subcontractor, on site during the contract period. It shall be the successful offeror's responsibility to coordinate its work on site.
- **B.** All work shall be coordinated through the Town's authorized representative.

23. Non-Discrimination

The contractor shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

24. Drug-Free Workplace

Contractor shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1796, as amended).

25. Compliance with Legal Requirements

All applicable Federal, State and Local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances, or regulations relating to the S.C. Department of Revenue or the S.C. Board of General and Mechanical Contractors) shall be binding upon the successful offeror throughout the pendency of this project. The successful offeror shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold the Town harmless and indemnify it in the event of non-compliance.

26. Incorporation by Reference

The contents of this RFP, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this project.

28. Rejection of Proposals

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals, or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

SPECIFIC REQUIREMENTS

I. Special Instructions/Terms and Conditions

A. General Description of Services

The Town of Kiawah Island, South Carolina is requesting proposals from qualified firms to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance on the beach on Kiawah Island, South Carolina.

B. Proposal Submittal Deadline

To be considered, the sealed proposal containing three (3) originals must be received by the Town Clerk, Petra Reynolds, at the Kiawah Island Municipal Center, 21 Beachwalker Drive, Kiawah Island, SC, 29455 by 1:00 p.m. on January 13, 2017. Proposals may be hand delivered or mailed. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for the actual delivery of the proposal to the Municipal Center before the deadline. All proposals become the property of the Town of Kiawah Island.

C. Written Questions Deadline

Offeror may ask procedural questions seeking clarification of the submittal process orally. However, substantive questions involving issues such as the scope of work, contract terms, etc. should be submitted in writing. The deadline for written questions is **5:00 p.m. on January 6, 2017.** Written questions should be mailed, e-mailed, faxed, or hand delivered to Rusty Lameo.

Substantive requests for information received prior to the deadline for questions may be responded to in writing by the Town in the form of an addendum to this RFP. If an Offeror finds any inconsistency in this RFP, the Offeror should contact the Town for resolution of the issue. Any clarification given may become an addendum.

D. Term of Agreement

A three-year contract with two one-year renewal options is contemplated, subject to an annual review, the satisfactory negotiation of terms (including a price acceptable to the Town of Kiawah Island), and the annual availability of an appropriation.

E. Proposal Selection/Evaluation Factors

The requirements identified in the RFP are intended to provide the Town of Kiawah Island with the ability to select the most advantageous, responsive, and responsible proposal resulting in the best value to the Town, price and other factors considered. The proposals will be ranked by the Town staff recommendations. Town Council shall make the final selection by using factors provided herein as well as any other factors it deems necessary.

Town staff will evaluate individual proposals. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

Town staff will evaluate each proposal and rank each firm on the basis of the following. The Town reserves the right to request a limited number of firms to appear for oral interviews in order to further evaluate qualifications. Firms will be evaluated based on the following criteria:

(Note: these criteria are not necessarily listed in order of importance.)

F. Evaluation Criteria

In addition to cost, proposals will be evaluated using the following criteria.

- 1. The ability, capacity and skill of the bidder to provide the service;
- 2. Whether the bidder can provide the service promptly, or within the time specified, without delay or interference;
- 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 4. The quality of performance of previous contracts or services;
- 5. The previous and existing compliance by the bidder with laws and ordinances relating to the service;
- **6.** The sufficiency of the financial resources and the ability of the bidder to provide the service;
- **7.** The quality, availability and adaptability of contractual services to the particular use require; and
- 8. The number and scope of conditions attached to the bid.

II. Proposal Requirements

A. General Requirements

Inquiries concerning the request for proposals and the subject of the request for proposals should be made to:

Rusty Lameo, Code Enforcement Town of Kiawah Island 21 Beachwalker Drive Kiawah Island, SC 29455 (843) 768-9166 rlameo@kiawahisland.org

1. Submission of Proposals:

The following material is required to be received by **1:00 PM on January 13, 2017**, for a proposing firm to be considered. Three (3) originals are required.

- a. Title Page showing the request for proposals subject (Beach Patrol); the firm's name; the name, address, telephone and fax number, and email address of the contact person; and the date of the proposal.
- **b.** *Transmittal Letter*: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for sixty days.
- c. Submittal Form (Appendix A)

B. Technical Proposal

2. General Requirements

A complete Submittal Form (Appendix A) shall address the technical aspects of the proposals.

3. Firm Qualifications and Experience

The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal should be noted, if applicable.

4. Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisor and management staff who would be assigned to the contract and indicate any special skills, education, training and experience that would be applicable to this contract. Staff may be changed if those personnel leave the firm, are promoted, or are otherwise assigned. Those personnel may also be changed for other reasons with the express prior written permission of the Town of Kiawah Island.

5. Equipment

Provide a list of the type and amount of equipment that will be committed to the Town for this contract. Note where equipment will be stored.

6. Similar Engagements with other Government Entities

List other related contracts (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. Indicate the scope of the work, date, and the name and telephone number of the principal client contract.

C. Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing Beach Patrol contract as described in this request for proposal. The total all-inclusive price of bid is to contain all direct and indirect costs including all out-of-pocket expenses. The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

III. Nature of Services Required

A. General

The Town of Kiawah Island, South Carolina is requesting proposals from qualified firms to provide for the safety and well-being of Kiawah Island property owners and visitors and to respond to those individuals in need of assistance in the beach of Kiawah Island, South Carolina. Qualified Persons, as defined in the Sample Contract, shall perform this service. Generally, the contractor shall:

- 1. Render assistance to those in need;
- 2. Call for assistance as necessary from the appropriate entities (e.g. Law Enforcement, Emergency Medical Services, Fire Department, Coast Guard, etc.);
- Monitor and report potentially dangerous and/or illegal activities to the appropriate authorities;
- 4. Respond to inquiries for information from beachgoers;
- 5. Assist the Town Code Enforcement Officers and enforce all beach and local ordinances;
- 6. Assist the Town with special projects, including but not limited to stocking and maintenance of mitt boxes, relocating trash boxes and signposts and assisting in litter pickups.

B. Scope of Work to be Performed

 The physical limits of the Work will be seaward of the OCRM 40 year setback line and between Captain Sam's Inlet cut in the west and the further most accessible location in the east and from the mean low-water mark one mile out into the Atlantic Ocean (hereinafter "Beach") and not to exclude calls for service in the other navigable waterways surrounding the Town.

- 2. Contractor employees shall patrol the Beach by driving a Contractor owned and maintained all-terrain vehicle. The vehicles will be no larger than a compact pickup, outfitted to carry the necessary equipment and the ability to transport medical emergencies with the aid of a backboard via the bed of the vehicle. All vehicles shall be the same type (make if possible) and color with approved identifying decals (town seal and beach patrol in visible letters).
- 3. Contractor employees shall have the ability to patrol and respond to water emergencies by operating a Contractor owned and maintained watercrafts equipped with equipment for water rescue.
- 4. The Town will supply Contractor employees with portable radios to allow the Town and the Contractor to stay in contact. The Contractor will assure the proper operation and maintenance of the portable radios while they are in the possession of the contractor's employees. The cost of damage to the radios due to abuse or misuse by the Contractor will be paid by the Contractor. The Contractor shall also supply a cell phone with a dedicated number for beach patrol.
- 5. The Contractor shall provide safety, rescue, and medical equipment. The safety equipment must include, but is not limited to, rescue cans, first aid kits, whistles, and binoculars.
- 6. An Automatic External Defibrillator (AED) will be supplied by the Town. The Contractor shall inspect the AED weekly for serviceability. In the event new batteries or new pads are required, the Contractor shall notify the Town.
- 7. The Contractor employees shall bury dead marine life on the beach after following the established protocol for such burial, as directed by authorized Town personnel.
- 8. Employees of the Contractor must know and comply with all beach management ordinances of the Town. Employees of the Contractor are responsible for informing beachgoers not observing Town beach ordinances of their responsibility to do so.
- **9.** The Contractor shall maintain a daily beach activity log and submit such information to the Town. Incident reports of significant events should be submitted to the Town within 24 hours of the event.
- **10.** The Contractor shall maintain the minimum requirements for open water beach patrol and lifeguard agencies in accordance with nationally accepted standards set forth by the United States Lifesaving Association (USLA).

C. Schedules of Work:

- 1. October 1st through the Thursday before Easter:
 - One employee (one vehicle), full coverage of beach throughout the day. Work day: 8:00am to 5:00pm
- 2. Friday before Easter through May 15th:
 - Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). One vehicle will be operated by the supervisor of the day.
 Work day: 8:00am to 6:00pm

- 3. May 16th through Labor Day (Monday)
 - Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). A third employee (third vehicle) will be operated by the supervisor and will operate on the entire beach area.
 - Two additional employees (fourth and fifth vehicles) will be utilized during the peak summer season to enhance coverage and responses.
 - Shifts will be staggered and overlapping to ensure adequate coverage and response during the workday hours.
 Work day: 7:00am to 8:00pm
- 4. After Labor Day through September 30th:
 - Two employees (two vehicles), each making coverage of one-half of the beach (Windswept Highrise being the center point of the beach). One vehicle will be operated by the supervisor of the day.
 Work day: 8:00am to 6:00pm

D. Vehicles/Equipment:

- 1. Five vehicles (in total), 4-wheel drive, no larger than a compact pickup, equipped with a light bar (yellow or white in color) and the ability to carry and transport victims by a rescue or backboard.
- 2. All vehicles shall be the same type (make and model if possible) and color with approved identifying decals (Town seal and Beach Patrol) in visible lettering.
- 3. Contractor shall supply all related safety equipment to perform job requirements i.e. torpedo buoys, first aid kits, whistles, bull horns binoculars, etc...
- 4. 800mhz radios (3) will be supplied by the Town and staged with the contractor. Radios shall be the responsibility of the contractor and all repairs from abuse will be supplied by same.
- 5. All rescue, safety, and medical equipment shall be supplied by the contractor (except AED, supplied by the Town. Batteries and pads will be supplied after the originals are exhausted).
- 6. Cell phone with dedicated numbers for beach service shall be supplied by the contractor.

E. Appearance/Physical Ability:

- 1. All employees shall wear matching uniforms, pre-approved by the Town
- 2. Uniforms will include a shirt, short, and hat.
- 3. Uniforms will be worn while on patrol, will be clearly identifiable as beach patrol and marked with Town seal.
- 4. Jackets, pants, and other items may be worn as approved.
- 5. All employees shall maintain a professional attitude and appearance.
- 6. Body piercing jewelry may be worn in one ear only by males, and only one earring per ear for females. No other visible piercing allowed.

- 7. Tattoos are not in keeping with the Town's professional image and should be covered by the uniform.
- 8. Clothing shall be neat and clean at all times.
- **9.** Employees shall possess the physical ability to complete all job elements and duties as required.

F. Record Keeping:

Each employee must submit a daily log, including events of their scheduled shift (included will be start/finish and lunch times).

G. Qualifications:

- 1. Each employee shall possess and keep current the following:
 - a. USLA open water lifeguard certification
 - b. CPR/AED for the Healthcare Provider
 - c. First aid training according to USLA guidelines
 - d. Current South Carolina driver's license
 - e. All certifications must be obtained prior to independent assignment Code enforcement class supplied by Town
 - f. Background check performed by contractor and submitted to Town
 - g. Employee records must be on file with the Town's Administrator

2. Supervisors

- a. A supervisor will be designated each day
- b. Must meet all employee qualifications listed above
- c. Shall ensure reports are submitted in a timely manner.
- d. Will follow the above schedule for supervision of beach vehicles

APPENDIX A

Offeror's Checklist, Submittal Form, and Non-Collusion Oath

OFFEROR'S CHECKLIST

NOTE: There 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)
- Acknowledgment of Addenda (If applicable)
- Minority/Women Owned Business Certification (Preferred but not required)

NOTE: IN ADDITION TO THE ABOVE, THE FOLLOWING ITEMS <u>MUST</u> ALSO BE INCLUDED/ADDRESSED IN YOUR SUBMITTAL:

- Equipment List (i.e. type and amount of equipment to be used in the Beach Services.) (Required)
- Personnel List (i.e. names and qualifications of persons to be used in this engagement) (Required)
- D Past experience and record (or reputation) (Required)
- Total Cost All-Inclusive Yearly Price (Required)

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

SUBMITTAL FORM (Offeror to complete all blanks)

DATE: _____, 2016

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR:

BUSINESS ADDRESS:

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

- 1. that the offeror has carefully examined specifications for the Services;
- 2. that the offeror is familiar with all the conditions surrounding the performance of the Services;
- 3. that, 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. that the offeror understands that the Owner reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
- 5. that, if awarded the Contract, the offeror will enter and execute a contract as required in the Request for Proposals (RFP);
- 6. that the Offeror is legally able to enter into and perform a contract, if awarded;
- 7. that the Offeror is current on all taxes and fees owed to the Town.

SUBMITTAL FORM Page Two

I. EQUIPMENT:

Provide a list of the type and amount of equipment that will be committed to the Town for the Beach Patrol Contract.

II. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function. Please include the name and contact information for the Contact Person who will be charged with the administration of this contract.

III. EXPERIENCE:

At least three (3) references are required, however, you may provide as many as desired in excess of the three (3) required.

1. COMPANY NAME:

Contract litle:		
Contract Period: From	То	
Geographic Area Served		
Scope of Work:		
	namena anta anta anta anta anta anta anta a	
	State:	
Telephone:		
Email:		

SUBMITTAL FORM Page Three

IV. EXPERIENCE (Continued):

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

COMPANY NAME:	
Contract Title:	
Contract Period: From	То
Geographic Area Served	
Contact Name:	
Title:	
Address:	
City:	State:
Telephone:	
Email:	

SUBMITTAL FORM Page Four	
IV. <u>COST</u> : In Compliance with Request for Proposals, the undersigned hereby proposes to provide all materials, equipment, and labor for the Beach Patrol Contract at the following cost (all prices shall include applicable sales taxes):	
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:	
BUSINESS LICENSE:	
The Offeror is not required to have valid business licenses to submit a Proposal. However, Offerors 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?	
Does your business have a valid Charleston County Business License?	
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 or her 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, 2017	Authorized Signature for Offeror
	Please print Offeror's name and address:
NOTARY PUBLIC FOR THE	
STATE OF	
My Commission Expires:	
Print Name:	
Address:	

(Note: Notary seal required for foreign Offeror.)

.



Request for Ways and Means Committee Action

- TO: Ways and Means Committee Members
- FROM: Bruce Spicher
- SUBJECT: Structural Engineering Consultant Services
- DATE: 5/16/2018

BACKGROUND:

Engage a structural engineering firm to conduct a structural review of the building plans for two Resort projects; the Hotel and the Conference Center. While staff can conduct this review, the limited time frame afforded to complete a comprehensive review of all building elements is simply not possible with our limited staff.

ANALYSIS:

Four engineering firms were contacted and preliminary plans were provided. Of the four firms contacted 2-responded to our request, 1-denied our request due to current workload, 1-did not respond.

Companies Contacted	Consultant Services Proposals for Both Projects
Tobias and West, LLC	17,500.00
4SE Structural Engineers	21,000.00
Curry Engineering	Excessive workload
Powell Engineering	No response

ACTION REQUESTED:

Approve Tobias and West, LLC to provide consulting services for both the Hotel and Conference Center projects.

BUDGET & FINANCIAL DATA:



Request for Ways and Means Committee Action

TO: Ways & Means Committee

FROM: Rusty Lameo, Public Works

SUBJECT: Janitorial Contract Extension

DATE: 5/18/2018

BACKGROUND:

In August 2017, the Town entered into a one-year cleaning contract with Summit Building Services for janitorial services at our Municipal Building, located at 4475 Betsy Kerrison Parkway. The Town amended this contract to include an additional day of service starting in March of 2018. Their present contract ends August 2018.

ANALYSIS:

To date the company has perform to the standards the Town has set without complaints in service or quality. This contract ends August 2018 and the staff wishes to extend the contract for an additional year at no change in cost.

ACTION REQUESTED:

Staff is requesting this committee approve and forward to Council an amendment to their contract for an additional year and forward to Mayor and Council for approval.

BUDGET & FINANCIAL DATA:

Extend this contract for an additional year without change to the present cost of nine thousand eight hundred fifty-five (\$9,851.00) per annum, paid in monthly installments of \$820.91.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND SUMMIT BUILDING SERVICES, INC.

WHEREAS, the Town of Kiawah Island and Summit Building Services. Inc. entered into an agreement on August 1, 2017 for the purpose of providing janitorial services for the Town's Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455.

WHEREAS, the Town and Summit Building Services. Inc wish to amend said agreement in the following particulars:

- 1. **TERM:** This agreement term shall be extended for an additional one-year term commencing on August 1, 2018 and expiring on July 31, 2019
- 2. **EFFECTIVE DATE**: This agreement shall be effective on April 3, 2018.

All other provisions of the agreement entered into on **August 1, 2017** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 5th day of June 2018.

WITNESSES

Town of Kiawah Island

By: Craig Weaver Its: Mayor

Summit Building Services, Inc.

By:

Its: President

AGREEMENT Town of Kiawah Island Municipal Center Janitorial Services

THIS AGREEMENT is made and entered into this 1st day of August, 2017, by and between the **Town of Kiawah Island, South Carolina**, (hereinafter "Town"), 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455 and **Summit Building Services, Inc.**, (hereinafter "Contractor"), 1005 Washitonia Way, Unit C, Charleston, SC 29492.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, Town and Contractor do hereby mutually agree as follows:

1. SCOPE OF WORK

Twice weekly cleaning of the following: all offices, bathrooms, Lobby, Conferences Rooms, Hallways, and Council Rooms.

Weekly Cleaning performed on Tuesday's and Friday's after 5:00 pm:

- Vacuum all carpet areas
- Surface dust horizontal surfaces on desks, tables cabinets
- Spot clean all horizontal areas for spillage, marks, etc.
- Empty all trash and recycling containers and dispose in proper collection points (rear of building). Replace liners as necessary
- Sweep and mop all hard floor surfaces
- Clean inside and outside of entry glass and any glass partition
- Attention to interior glass on offices and clean as needed

Restrooms / Kitchen

- Empty trash receptacles. Replace liner as necessary
- Clean and disinfect sinks, toilets, toilet seats and urinals
- Clean all dispensers, mirrors, fixtures, refill as needed
- Spot clean walls and partitions to remove smudges and marks
- Sweep and mop floor with disinfectant
- Disinfect door handles, partition handles and light switches
- Wipe down all counters, chairs and tables
- Restock all paper towels and hand soap

Store Room / Janitors' Closet

- Maintain SDS sheets (post in booklet form)
- Maintain an orderly arrangement of all supplies and paper products
- Maintain an orderly arrangement of equipment; mops, brooms, buckets and vacuum cleaner
- Clean and disinfect service sink
- Sweep and mop service area floor
- Deodorize and disinfect as required

Miscellaneous Tasks

- Report all maintenance problems to Rusty Lameo, Support Services Manager
- Report when consumable supplies are low
- Turn off lights
- Check and lock all doors
- Set alarms

Monthly Services provided once per month after 5:00 pm:

- Dust baseboards, remove ink marks and smudges from walls
- Clean chair bases and arms
- High dusting of accessible air vents and ceiling corners, 12 feet and below
- High and low dusting of corners of walls and floors to ensure there are no cobwebs

2.1. New years of the constraint of the statement of the last the constraint of the statement of the statem statement of the statement of t

Disinfect all door knobs and light switches

Quarterly Services:

Provided on the first weekend of the following months: March, June, September, and December. Clean inside windows and window ledges (inside only).

Other Services as Requested:

These services will be performed at the Town's request. Services and will include cleaning the carpets and upholstery of office chairs, not more than two times per year. Please include quote for these services separately.

The Town will supply the following consumable products:

- Paper Towels
- Toilet Paper and Seat Liners
- Hand Soap
- Staff Kitchen Supplies

All other cleaning supplies and/or equipment to be supplies by contractor in conjunction with manufacturer recommendations.

2. THE AGREEMENT AMOUNT

- A. This Agreement shall be for a one-year term commencing on the 1st day of August 2017, and expiring on the 31st day of July, 2018
- **B.** The agreement amount is seven thousand two hundred fifty-one (\$7,251.00) per annum. The Town will pay the Contractor monthly installments of \$604.25 Contractor shall present an itemized invoice on or about the first of each month, beginning September 1, 2017. Town shall have fifteen days in which to pay invoice. Invoices shall be submitted to the following address:

Town of Kiawah Island Attn: Town Treasurer 4475 Betsy Kerrison Parkway Kiawah Island, SC 29455

C. The Town will pay the Contractor for carpet cleanings separately as completed.

3. HOLIDAYS

In the event that Town Hall is closed on a Monday due to a holiday, the Tuesday service will switch to Wednesday.

4. PRINCIPAL CONTACTS

For the Contractor:	Eric Mullins, Vice President
	Summit Building Services, Inc.
	1005 Washitonia Way, Unit C
	Charleston, SC 29492
	Cell Phone: 843-297-5655

For the Town:	Rusty Lameo
	4475 Betsy Kerrison Parkway
	Kiawah Island, SC 29455

5. LIABILITY AND INSURANCE

Contractor shall carry and maintain Worker's Compensation Insurance in statutory amounts for its employees, unless exempt by State statute. Contractor shall provide

Town with certification of this coverage, or if exempt, written confirmation of this.

Contractor shall be insured with Worker's Compensation, carry a Comprehensive Liability Policy of at least One Hundred Thousand (\$100,000) Dollars per occurrence (combined single limit of liability) to cover operations equipment and contractual liability, and have a (\$50,000 minimum) janitorial bond. Contractor shall provide Town with a copy of the policy which shall name the Town as an additional insured.

Contractor shall defend, indemnify, and hold harmless the Town, its elected officials and employees from and against any and all actions, costs, claims, losses, expenses and/or damages arising out of performance of the working contractor.

6. TERM AND TERMINATION

The Town or Contractor shall have the right to terminate this Agreement upon thirtyday (30) written notice.

7. MODIFICATION

This Agreement may not be modified except by written consent of both parties, such consent to be given by authorized representative of both parties.

8. ENFORCEMENT

The parties agree that any dispute arising out of the terms, performance or alleged breach of this agreement shall be resolved in the Charleston County Small Claims Court, given the contractual amount, convenience for both sides, and the best interests of justice. Both parties explicitly agree on the Charleston County courts as the forum for any legal proceedings arising out of this contract.

FOR THE CONTRACTOR

FOR THE TOWN

En hilling_

By: Eric Mullins

By: Craig Weaver

For: Summit Building Services, InFor: Town of Kiawah Island Its: Vice President Its: Mayor

Date: 7/24/2017

Date: 7/19 2017

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON

AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND SUMMIT BUILDING SERVICES, INC.

WHEREAS, the Town of Kiawah Island and Summit Building Services. Inc. entered into an agreement on August 1, 2017 for the purpose of providing janitorial services for the Town's Municipal Center located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455.

WHEREAS, the Town and Summit Building Services. Inc wish to amend said agreement in the following particulars:

- TERM: This agreement shall amend the weekly cleaning days in the contract "Scope of Work" to; Weekly cleaning work performed on Tuesday, Thursday and Saturday after 5:00 pm
- 2. FINANCIAL CONSIDERATION: This agreement will amend the contact amount by fifty (\$50.00) per week to nine thousand eight hundred fifty-one (\$9,851.00) per annum, paid in monthly installment of \$820.91.
- EFFECTIVE DATE: This agreement shall be effective on April 3, 2018.

All other provisions of the agreement entered into on August 1, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 3rd day of April 2018.

Town of Kiawah Island

By: Craig Weaver Its: Mayor

Summit Building Services, Inc.

By: Its: President