

MAYOR:
Bradley D. Belt

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



MAYOR PRO TEMPORE:
Russell A. Berner

COUNCIL MEMBERS:
E. Luke Farrell
Madeleine Kaye
Lance Spencer

SPECIAL CALL TOWN COUNCIL
Municipal Center Council Chambers
February 18, 2025, 9:00 am

AGENDA

- I. Call to Order:**
- II. Pledge of Allegiance:**
- III. Roll Call:**
- IV. Citizens' Comments (Agenda Items Only):**
- V. Old Business:**
 - A. To Consider Approval of *Ordinance 2025-01* - An Ordinance To Amend Article 16 – Beach Management, Chapter 5. - Control Of Pets – *Second and Final Reading*** [Tab 1]
 - B. To Consider Approval of the Proposal for the Leisure Trail Project on Kiawah Island Parkway and Beachwalker Drive** [Tab 2]
- VI. New Business:**
 - A. To Consider Approval of the Barrier Island Ocean Rescue One-Year Contract Extension Request for Code Enforcement Services** [Tab 3]
- VII. Council Member Comments:**
- VIII. Citizens' Comments:**
- IX. Adjournment:**



TAB 1

TOWN COUNCIL

Agenda Item

TOWN OF KIAWAH ISLAND

ORDINANCE 2025-01

**AN ORDINANCE TO AMEND ARTICLE 16 – BEACH MANAGEMENT, CHAPTER 5. -
CONTROL OF PETS**

WHEREAS, the Town of Kiawah Island Code of Ordinances currently contains *Article 16 – Beach Management*; and

WHEREAS, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend *Chapter 5. - Control Of Pets* to manage pet restraint on the beach ; and

WHEREAS, the Town Council wishes to amend *Article 16 – Beach Management, Chapter 5. Control Of Pets, Section 16-502. Restraint on the beach and dunes* modifying the dates in the year that owner may unleash their pets on the beach.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.

Section 1 Purpose

The purpose of this Ordinance is to amend Article 16. – Beach Management, *Chapter 5. - Control Of Pets, Section 16-502. Restraint on the beach and dunes*

Section 2 Ordinance

The Town hereby amends Article 16. – Beach Management, *Chapter 5. - Control Of Pets, Section 16-502. Restraint on the beach and dunes* as shown:

Sec. 16-502. Restraint on the beach and dunes.

- (b) Owners may unleash their pets from ~~October 16~~ ~~November 1~~ through ~~February 28~~ ~~March 15~~ in all areas of the beach except those areas designated as "Critical Habitat Areas" as well as those areas posted as critical bird habitat areas located on the eastern and western ends of Kiawah's beach. The owner must remain with their pet, have the pet under control, and have in their possession a leash in the event that there is a need to leash their pet, or if requested by other beachgoers. This applies only during daylight hours, as defined in subsection (a) of this section.

Section 3 Severability

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the

remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

Section 4 **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 18TH DAY OF FEBRUARY 2025.

Bradley D. Belt, Mayor

ATTEST:

By: _____
Petra Reynolds, Town Clerk

1st Reading: February 4, 2025

2nd Reading: February 18, 2025

CHAPTER 5. CONTROL OF PETS

Sec. 16-501. Need for controlling pets on beaches and dunes.

Kiawah Island beaches and dunes provide habitats for a variety of plant and animal species that could be harmed by free-roaming pets. Beaches also provide recreational opportunities for property owners and guests. Regulation of pets is necessary to protect natural resources and habitats, and to ensure that property owners and guests, including small children, utilizing the beach for recreational purposes are safe and not threatened by free-roaming pets.

(Code 1993, § 16-501; Ord. No. 2001-2, 3-13-2001; Ord. No. 2009-06, 9-1-2009)

Sec. 16-502. Restraint on the beach and dunes.

- (a) Owners may unleash their pets year round (in those areas of the beach designated as "Dog Use Areas" on the map of Kiawah Island showing proposed location of critical habitat areas and pet restraint requirements which is made a part thereof). This provision applies only during daylight hours, i.e., from 7:00 a.m. to 7:00 p.m. Dogs are prohibited in the areas designated "Critical Habitat Areas" on the referenced maps as well as those areas posted as critical bird habitat areas located on the eastern and western ends of Kiawah's beach. The dog use area on the map is amended to reflect that the western end of the beach known as "Beachwalker County Park" to a dog leash area effective November 1, 2014.
- (b) Owners may unleash their pets from ~~October 16~~~~November 1~~ through ~~February 28~~~~March 15~~ in all areas of the beach except those areas designated as "Critical Habitat Areas" as well as those areas posted as critical bird habitat areas located on the eastern and western ends of Kiawah's beach. The owner must remain with their pet, have the pet under control, and have in their possession a leash in the event that there is a need to leash their pet, or if requested by other beachgoers. This applies only during daylight hours, as defined in subsection (a) of this section.

(Code 1993, § 16-502; Ord. No. 99-2, 3-9-1999; Ord. No. 2009-06, § 2(1), 9-1-2009; Ord. No. 2001-2, 3-13-2001; Ord. No. 2010-05, § 2, 8-30-2010; Ord. No. 2013-04, § 2, 5-7-2013 ; Ord. No. 2014-08 , § 2, 8-5-2014)



TAB 2

TOWN COUNCIL

Agenda Item



Request for Town Council Action

TO: Mayor and Council Members

FROM: Brian Gottshalk, Public Works Director

SUBJECT: Request to Recommend Design/Build Leisure Trail Contract

DATE: February 18, 2025

BACKGROUND:

At the previous Town Council meeting, staff recommended awarding a design/build project to Proper Paving, LLC, for improvements to the leisure trail along sections of Kiawah Island Parkway and Beachwalker Drive. Before proceeding with the award, the council requested additional clarification regarding the scope of work and bid appropriateness.

ANALYSIS:

Following the Council meeting, Town staff convened with Mayor and Council Member Berner to identify key questions regarding the project's pricing, scope, and construction details. Staff subsequently met with Proper Paving, LLC to address these concerns, focusing on several critical aspects of the project:

Survey Requirements and Elevation Changes: The final height increase of the leisure trail will be determined by the existing elevations, which the contractor will measure through an initial survey. A post-construction (as-built) survey will then document the elevation change achieved.

Construction Specifications: The contractor has confirmed that their proposal includes necessary compaction work in areas requiring full-depth patching. The final elevation changes will be determined based on the pre-construction survey data, with verification through as-built documentation.

Contractor Confirmation: Proper Paving, LLC has reviewed all project requirements and confirmed their comfort with the submitted proposal and scope of work.

ACTION REQUESTED:

Town staff is requesting that the Town Council award the bid from Proper Paving, LLC.

BUDGET & FINANCIAL DATA:

If approved, this project will be funded through the grant awarded from Charleston County.

Cover Letter

REQUEST FOR PROPOSAL - KIAWAH ISLAND PARKWAY AND BEACHWALKER
DRIVE LEISURE TRAIL IMPROVEMENTS FOR THE TOWN OF KIAWAH ISLAND

Contractor Contact Person

Jonathan Whittle
911 Coastal Marsh Rd, Mt. Pleasant, SC 29464
Jonathan@properpaving.com
(843)330-0003

DATE: January 23, _____, 2025

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Proper Paving, LLC

BUSINESS ADDRESS: 1121 Park West Blvd, Ste B #221

Mount Pleasant, SC 29466

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

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

I. PERSONNEL:

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

Garrett Stevenson - President/All functions

Jorge Rodriguez -Foreman

Alexander Valbuena - General Labor/Luteman

James Faulkner - General Labor/ Luteman

Ericson Castro - General Labor/Luteman

**Jonathan Whittle - Logistics/planning/
general labor**

II. REFERENCES / EXPERIENCE:

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

- COMPANY NAME: Town of Seabrook Island

Contract Title: Multi-use Paths

Contract Period: From December 2024 To December 2024

Geographic Area Served Seabrook Island

Scope of Work: Asphalt Paving/patching for multi-use paths

Contracting Office: Town of Seabrook Island

Contact Name: RJ Meyer

Title: Building & Grounds Manager

Address: 2001 Seabrook Island Rd

City: Seabrook Island State: South Carolina

Telephone: 336-687-6882

Email: Rmeyer@townofseabrookisland.org

REFERENCES / EXPERIENCE (Continued):

2. COMPANY NAME: Banks Construction
Contract Title: Driveway Paving
Contract Period: From 2023 To Present
Geographic Area Served Charleston Tri County area
Scope of Work: Asphalt Paving
Contracting Office: Banks Construction
Contact Name: Graham Drawdy
Title: Construction Superintendent
Address: 4902 Banco Rd
City: North Charleston State: SC
Telephone: 843-744-8261
Email: grahamdrawdy@banksconstruction.com

3. COMPANY NAME: GDC
Contract Title: Asphalt Paving and Striping
Contract Period: From 2024 To 2024
Geographic Area Served Charleston County
Scope of Work: Asphalt Paving
Contracting Office: GDC
Contact Name: Harry Gregorie
Title: Property Manager
Address: 695 Coleman Blvd
City: Mt. Pleasant State: SC
Telephone: 843-442-3472
Email: hg@gdchome.com

REFERENCES / EXPERIENCE (Continued):

4. COMPANY NAME: Apex Solar
Contract Title: Kiawah Island Town Hall Maintenance Garage
Contract Period: From 2024 To 2024
Geographic Area Served Kiawah
Scope of Work: Concrete Curb and Gutter Repair
Contracting Office: Apex Solar
Contact Name: Chris Hall and Michael Nardelli
Title: Partner and COO
Address: 4475 Betsy Kerrison Parkway
City: Johns Island State: sc §
Telephone: 518-810-9874 and 854-999-3006
Email: chall@apexsolarpower.com and mnardelli@kiawahisland.org

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

BUSINESS LICENSE:

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

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

Yes No If yes, list the number 85-2950945

If not, a business license must be obtained upon award of the contract. Contact (843) 768-9166 with any questions.

INSURANCE:

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

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

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

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

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

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

INDEMNIFICATION

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

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

MINORITY/WOMEN-OWNED ENTERPRISE:

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

If so, are you certified? ___ Yes ___ No

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

BUSINESS LICENSE CERTIFICATE

TOWN OF KIAWAH ISLAND

4475 BETSY KERRISON PKWY
KIAWAH ISLAND, SC 29455
Phone: (843) 768-9166 FAX (843) 768-4764

Proper Paving, LLC
1121 Park West Blvd, Ste B #221
Mount Pleasant, SC 29466

2024

BUSINESS NAME:
Proper Paving, LLC

BUSINESS DESCRIPTION:

Paving Contractor

BUSINESS OWNER:
Garrett Stevenson

Class
8

BUSINESS LOCATION:
1121 Park West Blvd, Ste B #221
Mount Pleasant, SC 29466

NAICS CODE:
238990

BUSINESS LICENSE NUMBER: SBL24-000308

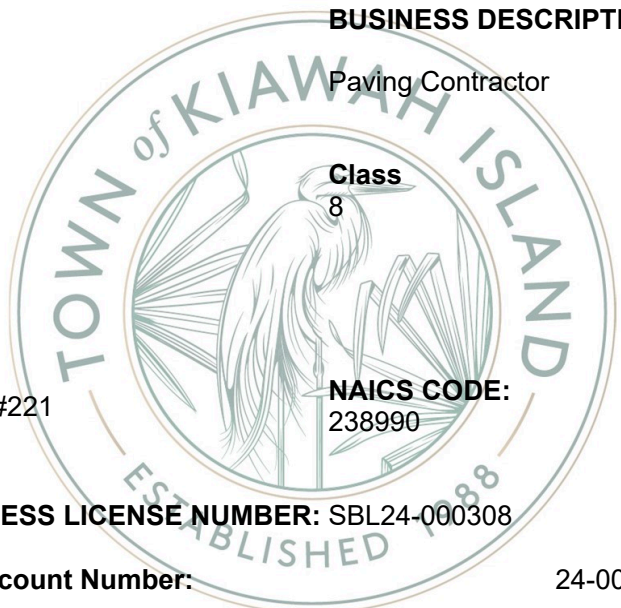
Account Number: 24-001643

Business License Number: SBL24-000308

Effective Date: 05/01/2024

Expiration Date: 04/30/2025

RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE. NON RESIDENT BUSINESS MUST KEEP IN POSSESSION. NOTIFY THE BUSINESS LICENSE OFFICE OF ANY CHANGES IN LOCATION OR OWNERSHIP.



NON-COLLUSION OATH

COUNTY OF: County of Clark County

STATE OF: State of Nevada

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

SWORN TO BEFORE ME THIS 24th DAY OF January 2025

Jonathan Daniel Whittle

Authorized Signature for Offeror

Please print Offeror's name and address:

Jonathan Daniel Whittle

734 Chatter Rd

Mt. Pleasant, SC 29464

Clark County

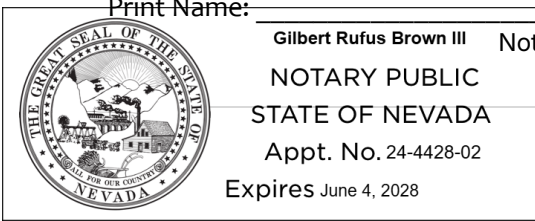
NOTARY PUBLIC FOR THE STATE OF Nevada

My Commission Expires: 06/04/2028

Print Name: Gilbert Rufus Brown III

Notary Public, State of Nevada

This instrument was acknowledged before me on 01/24/2025 by Jonathan Daniel Whittle.



[Handwritten Signature]



How to Verify This Transaction

Every Proof transaction is recorded and saved for a minimum of five years. Whether you receive an electronic or printed paper copy of a Proof document, you can access details of the transaction and verify its authenticity with the information below.

To get started, visit verify.proof.com and enter this information:

Access ID:	D33HGUWF
Access PIN:	P73VSE

For more information on how to verify Proof transactions, please visit: support.proof.com

Estimate #1341



Billing Address

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Johns Island SC 29455
United States
mnardelli@kiawahisland.org
+1 843 806 8108

Contact: Michael Nardelli
+18438068108

Service Address

Town of Kiawah Island
4475 Betsy Kerrison Parkway
Johns Island SC 29455
United States
mnardelli@kiawahisland.org
+1 843 806 8108

Contact: Michael Nardelli
+18438068108

Send Payment To

Proper Paving
1121 Park West Blvd, Ste B
#221
Mount Pleasant SC 29466
(843) 814-1739
info@properpaving.com

Estimate Date	01/22/25
Total	\$129,820.00
Payments	\$0.00
Balance	\$129,820.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Asphalt:Phasing and Mobilization Base	Base price to establish proper unit and phasing prices for the project. Includes mobilization for crew and equipment. Price per phase. Units reflect number of phases that are included in the proposal. Additional phases can be added for an additional unit price.	\$1,250.00	×	2.0	\$2,500.00
Asphalt:Surveying	Surveying the existing asphalt pavement surface (approximately 24,000 square feet) Includes soil report, construction design and paving plan, as well as post construction survey	\$15,000.00	×	1.0	\$15,000.00
Asphalt:Asphalt Repair:Cold Milling Pavement:2 Inch Milling	Cold Milling Pavement Exclusions: Milling of Concrete Pavement Traffic Control	\$0.90	×	24000.0	\$21,600.00
Asphalt:2.0 Inch Hot Mix Asphalt	1. Installing 2 inches of compacted surface type c hot mix asphalt 2. Removing all debris associated with work performed Excludes tack coat, prime coat, grading, base repairs, permits, testing, traffic control, and bonds.	\$3.78	×	24000.0	\$90,720.00
				Subtotal	\$129,820.00
				Tax	\$0.00
				Total	\$129,820.00

Notes

Terms

Terms & Agreement - 1) Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Contractor has advised Customer is unacceptable. 2) Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control. 3) Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work. 4) PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued. 5) Contractor is not responsible for any type of vegetation growth or low lying pools of water or hairline cracks. 6) There is a 1 year warranty on material and labor. 7) All past due accounts will be charged a 1.5% (18% annum) interest charge. 10) A notice of intent to file lien will be sent out on invoices over 45 days old from day of invoice to preserve our lien rights. Liens will be filed prior to an invoice aging 60 days.
Payment is Due upon job completion

Additional Notes

Date

Name

Note

Timeline for expected work

The project timeline is between 8 and 10 days, with work being performed Monday-Friday. This will take two consecutive weeks to complete the project. We are very flexible in scheduling and can work with the Town to schedule the job upon acceptance of the project proposal.

Anticipated start date Mar 10, 2025

Jonathan Whittle

(843)330-0003

Jonathan@properpaving.com

Town of Kiawah Island

LEISURE TRAIL PROJECT

**for Kiawah Island Parkway
& Beachwalker Drive**

REQUEST FOR PROPOSALS



2025



REQUEST FOR PROPOSAL (RFP) FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR LEISURE TRAIL IMPROVEMENTS ON KIAWAH ISLAND PARKWAY AND BEACHWALKER DRIVE IN THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA

1. INTRODUCTION:

The intent of this REQUEST FOR PROPOSAL, hereinafter referred to as RFP, is to obtain a qualified (licensed) person, firm, or corporation, hereinafter referred to as CONTRACTOR, to provide an engineered design and facilitate the construction of leisure trail improvements along Kiawah Island Parkway and Beachwalker Drive. Proposed leisure trail improvements will allow for safe pedestrian and bicycle travel along Kiawah Island Parkway and Beachwalker Drive by improving leisure trail conditions and mitigating potential hazards including water retention on the trail, and areas that have been damaged by tree roots and other factors. The engineered design must meet all applicable AASHTO and SCDOT standards. CONTRACTOR awarded this contract will be working in cooperation with the representatives from the Town of Kiawah Island and Charleston County to make proposed leisure trail improvements as described in the Scope of Work. The CONTRACTOR will be responsible for preparing the construction design for the contract for professional services relative to this project for review and approval by the Town of Kiawah Island. After approval of the design, CONTRACTOR will facilitate construction in accordance with the approved design. To be eligible for consideration, the CONTRACTOR must be capable of supplying the services as noted herein and must also meet all other criteria outlined in this proposal.

2. PROPOSAL SUBMITTAL DEADLINE:

All proposals must be delivered by **3:00 PM EST on Friday January 24, 2025**. Proposals must be submitted in a sealed envelope plainly marked “REQUEST FOR PROPOSAL – KIAWAH ISLAND PARKWAY AND BEACHWALKER DRIVE LEISURE TRAIL IMPROVEMENTS for the Town of Kiawah Island,” addressed to Petra Reynolds, Town Clerk. Proposals can be mailed, or hand delivered to the Town of Kiawah Island, 4475 Betsy Kerrison Pkwy., Kiawah Island, SC 29455. The proposals shall consist of one (4) printed version and one (1) electronic version on a Thumb Drive.

3. PRE-BID MEETING:

A pre-bid meeting will be held in the Council Meeting Room at the Kiawah Town Hall on **Friday,**

January 17, 2025, at 2:00 pm. This is not a mandatory meeting, but all potential offerors are encouraged to attend. It is also encouraged that all potential offerors visit both project locations to familiarize themselves with the areas.

4. LATE AND ELECTRONIC PROPOSALS

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

5. CONDITIONS OF PROPOSAL SUBMITTAL

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

A duly authorized official of the proposing CONTRACTOR submitting the proposal must sign the proposal.

Only one proposal will be accepted from any firm.

All price quotes must be firm for a period of ninety (90) days following the proposal due date.

The Town of Kiawah reserves the right to reject any and all proposals or any part(s) thereof; to waive any formalities or informalities contained in any proposal; and to award the proposal to the most responsive and responsible proposing CONTRACTOR as deemed in the best interest of the Town of Kiawah Island.

The Town of Kiawah Island will not return proposals or other information supplied to them by any proposing firm.

6. PROPOSAL SELECTION/EVALUATION FACTORS:

The Town of Kiawah Island's Public Works Director along with the designated town representatives will evaluate all proposals and make their recommendation to the Kiawah Island Ways and Means Committee. The CONTRACTOR selected for the award will be chosen on the basis of the apparent greatest benefit to the Town of Kiawah Island, and not necessarily on the basis of the lowest price. Following notification of the successful CONTRACTOR, it is expected that a contract will be executed between the parties dependent

upon and subject to the availability of specific funding for these professional services.

Proposals shall be evaluated on the basis of the following criteria:

- Responsiveness to the needs of the Town of Kiawah Island, both in cost of services and in scope of the services offered;
- Responsibility of the proposing CONTRACTOR, and its experience in dealing with municipal governments, specifically on projects of similar scope and nature;
- The degree to which the proposal meets or exceeds the terms of the RFP; and
- The proposed fee structure shall be based on the services to be provided.

7. PROPOSAL ELEMENTS AND FORMAT:

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

- A cover letter shall be provided stating the name, physical and email address and telephone number of the CONTRACTOR's contact person and must bear the signature of the person having the authority to issue the proposal for the CONTRACTOR and bind the firm in a formal contract with the Town of Kiawah Island.
- A response that defines the methods and means by which the proposing CONTRACTOR will perform the services outlined in the RFP.
- A project timeline outlining the dates and specific tasks to be accomplished during the course of the project.
- A list of references for which services have been provided by the proposing CONTRACTOR for municipal governmental agencies for projects of this or similar type. Include contact names, addresses, and telephone numbers, the proposed not-to-exceed budget.
- Evidence that the CONTRACTOR has worked on similar projects.
- A staffing plan for the proposed project.
- A Statement of Qualifications which will include a list of those individuals who will be working on the project either as employees/principals or as employees of a subcontractor who will work on the project under the supervision of the CONTRACTOR.
- Any other information deemed necessary by the proposing CONTRACTOR.

Please provide one (4) printed copies and one (1) electronic (CD or Thumb Drive) of the proposal.

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

8. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING CONTRACTOR

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

9. INQUIRIES AND CORRECTIONS:

All inquiries relating to this request shall be addressed to:

Brian Gottshalk
Town of Kiawah Island
4475 Betsy Kerrison Pkwy.
Kiawah Island, SC 29455
(843) 768-9166
bgottshalk@kiawahisland.org

SCOPE OF WORK

The CONTRACTOR will develop a construction ready design based on the concepts that have been presented by The Town for improvements to the leisure trail in the specified areas along Kiawah Island Parkway and Beachwalker Drive. Once approved by the appropriate Town representatives, CONTRACTOR will perform demolition and construction services per the approved design plan. The following list will serve as guidelines and expectations, although this list is not all inclusive of duties and services that will need to be provided by the CONTRACTOR:

- Surveying and topographic assessment as necessary, and to the extent not currently available or outdated, taking into account all utilities and respective easements and other relevant factors.
- Core drilling to obtain subgrade soil samples from sections of the leisure trail to determine the pavement support characteristics of the soils. Core drilling will determine the conditions of the soil and laboratory testing of the samples will be performed to provide engineering characteristics of the soils for use in developing recommendations for any repairs needed and for repaving the leisure trail. Pavement analysis will be performed on the existing subgrade soils to determine the pavement support characteristics. Any needed traffic control shall be provided by the provider of services in the scope of work.
- Drainage system evaluation and assessment of current and future drainage conditions.
- Safety and respective applicable code issues, if any.
- After construction, CONTRACTOR will provide an as-built survey to The Town.

The scope to be developed by the CONTRACTOR will eventually result in a detailed written report of the results of the surface and subsurface soil investigation, laboratory testing, and pavement recommendations for re-directing, repairing, and re-paving the leisure trail and any findings to the road, all drainage systems, and any other inherent issues observed throughout the design and construction phases. The scope will also eventually result in a detailed written report of the results of the surveys and studies of the drainage conditions of Kiawah Island Parkway and Beachwalker Drive within the project area, and recommendations for their repair and/or upgrade if required. The eventual report in response to the scope developed will include recommendations for construction of leisure trail rerouting. Corrective actions with general estimates of costs and identification of material considerations for the options identified. These detailed written reports and recommendations are not to be included in this proposal but will be required of the eventual successful vendor responding to the scope developed by the CONTRACTOR as described in the scope above.

ADDITIONAL EXHIBITS

A – Project area along Kiawah Island Parkway

B – Project area along Beachwalker Drive

RIGHT TO REFUSE PROPOSALS

The Town of Kiawah Island reserves the right, without prejudice, to reject any and all proposals or any part(s) of any proposal.

OFFEROR'S CHECKLIST

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

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

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

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

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

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

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

DATE: _____, 2025

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

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

REFERENCES / EXPERIENCE (Continued):

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

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

REFERENCES / EXPERIENCE (Continued):

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

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

BUSINESS LICENSE:

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

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

Yes No If yes, list the number _____

If not, a business license must be obtained upon award of the contract. Contact (843) 768-9166 with any questions.

INSURANCE:

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

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

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

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

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

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

INDEMNIFICATION

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

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

MINORITY/WOMEN-OWNED ENTERPRISE:

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

If so, are you certified? ___ Yes ___ No

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

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

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

SWORN TO BEFORE ME THIS _____ DAY OF _____ 2025

Authorized Signature for Offeror

Please print Offeror's name and address:

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Print Name: _____



Leisure Trail location
approximately 2300 LF

Freshfields Dr
Freshfields Dr

Kiawah Island Pkwy

Kiawah Island Pkwy

Kiawah Island Pkwy

Kiawah Island Pkwy

Kiawah Island Pkwy

Old Cedar Ln

Google

Old Cedar Ln



Leisure Trail location
approximately 700 LF



TAB 3

TOWN COUNCIL

Agenda Item

Barrier Island Ocean Rescue

32 Sora Rail Road
Kiawah Island, SC 29455
www.BeachPatrolSC.org



24 January, 2025

Members of Council:

Barrier Island Ocean Rescue is requesting to exercise the second one-year extension option of the February 2023 contracted Code Enforcement Services Agreement, specifically highlighting the need for enforcement of the Short-Term Rental Ordinance, for the Town of Kiawah Island.

This letter conveys that Barrier Island Ocean Rescue has an intimate understanding of the scope of work to be done, will commit to perform the necessary duties, that all qualifications outlined in the current contract are satisfied and/or exceeded, and to ensure continued, seasonally scaled staffing by officers who have created and maintained a reputation of quality, consistency, and a high level of service.

With no changes to the currently contracted scope or schedule, the cost of providing Code Enforcement service shall remain \$389,376.00.

We look forward to continuing and deepening our long-standing partnership with the Town of Kiawah Island.

Respectfully,

Robert Edgerton

A handwritten signature in blue ink, appearing to read "Robert N. Edgerton".

Michael Sosnowski

A handwritten signature in blue ink, appearing to read "Michael Sosnowski".

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
)
)
_____)

**AGREEMENT BETWEEN
THE TOWN OF KIAWAH ISLAND
AND
ISLAND BEACH SERVICES, LLC
dba Barrier Island Ocean Rescue**

WHEREAS, the **Town of Kiawah Island** and **ISLAND BEACH SERVICES, LLC dba Barrier Island Ocean Rescue** entered into an agreement on February 7, 2023, for the purpose of providing Code Enforcement services specifically highlighting the need for enforcement of the Short Term Rental Ordinance for the Town of Kiawah Island.

WHEREAS, the agreement was for a one-year term commencing on the 14th day of February 2022 and expiring on the 28th day of February 2024 with an option for two (2) one (1) year extensions.

WHEREAS, the Town and Island Beach Services dba Barrier Island Ocean Rescue wish to amend said agreement in the following particulars:

1. **TERM:** This agreement shall be extended for the second (1) one-year term from February 28, 2025, to February 28, 2026.

All other provisions of the agreement entered into on February 7, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this 18th day of February 2025.

WITNESSES

Town of Kiawah Island

By: Bradley D. Belt
Its: Mayor

Island Beach Services, LLC

By: Rob Edgerton
Its: Owner