

**CITY OF ISLE OF PALMS, SOUTH CAROLINA
REQUEST FOR BIDS (RFB) 2026-06
PALM TRIMMING AND PRUNING**

The City of Isle of Palms is seeking bids from qualified general contractors for palm trimming and pruning for a three-year term with an option to renew for two additional years. The palm trimming and pruning includes approximately 1,040 palms along Palm Boulevard and various other City maintained areas listed in the scope of work below. This request is being made and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any or all bids and to waive irregularities.

Bids should be submitted to the following if using US Mail:

Douglas Kerr
City Administrator
City of Isle of Palms
Post Office Box 508
Isle of Palms, South Carolina 29451

Bids should be submitted to the following if using Express Mail (FEDEX, UPS, etc):

Douglas Kerr
City Administrator
City of Isle of Palms
1207 Palm Boulevard
Isle of Palms, South Carolina 29451

Deadline for Questions

The deadline for questions is 5:00 p.m., Eastern Time, June 24, 2026.

Bidders should send questions regarding this Request for Bids to Robert Asero, in writing or email to **rasero@isleofpalms.gov**. Questions received before this deadline will be answered via addendum posted on the City's website at <https://www.iop.net/requests-for-bids-proposals>. Questions received after this deadline will not be answered. If an addendum is issued, Bidders must acknowledge receipt of the addendum with their bid.

Deadline for Submissions

The deadline for submission is 10:00 a.m., Eastern Time, Friday, July 1, 2026. Bids will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked **"RFB 2026-06, Isle of Palms Palm Trimming/Pruning Project"** and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive. It will be the responsibility of the bidders to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not physically received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from

the selection by any bidder of any particular means of delivery.

Proprietary and/or Confidential Information

Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

Liability

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Bidders are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Licensing

Bidders must have or be able to procure an Isle of Palms Business License. Contractors considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The City of Isle of Palms reserves the right to accept or reject any and all bids, or any parts thereof; to waive irregularities or informalities in any bid received to allow the bid to be considered; to negotiate terms and conditions with Bidders; and to select a Bidder or to cancel in whole or in part this RFB, if it is in the best interest of the City to do so. Those bids that do not comply with the provisions of this RFB and the applicable laws and or regulations will not be processed.

Compliance

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the City, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any

false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Bidder agrees to include in any contracts with its subcontractor’s language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Site Visit

A site visit and inspection of all palms to be trimmed/pruned before submitting a bid is recommended.

Scope of Work

The Scope of work for the project includes, but is not limited to the following:

1. Pruning of approximately 1,040 Sabal Palms. The palms are located in the following areas:
 - a. Palm Boulevard Breach Inlet Bridge to 57th Ave
 - b. Ocean Boulevard from 10th to 14th includes public restroom palms
 - c. Connector side of the Public Works Building (1303 Palm Boulevard)
 - d. In front of the “Welcome to Isle of Palms” sign at Breach Inlet
 - e. Isle of Palms Recreation Center 18 palms (#24 28th Avenue)
 - f. And other City-owned or maintained locations identified by the City during the contract term and addressed through change orders
2. The pruning/trimming is limited to only the removal of dead or dying fronds, fruit stems, and loose boots. Yellow fronds are to remain. Living fronds may only be removed to provide clearance.
3. Removal of debris, brush, and clippings, and raking of the immediate area affected at the end of each workday. Debris may not be left on private or public property. It is the responsibility of Contractor to remove debris from the Island.
4. Change orders may be requested by the City and will be addressed in the final contract.

Special Requirements

1. The successful contractor must have an International Society of Arboriculture (ISA) Certified Arborist on site or available by phone at all times to offer supervision of the work to be performed.
2. The pruning must be in accordance with the most recent edition of the ANSI A300 Part 1 Pruning Standards and the City’s Code.
3. All work must be performed by workers trained in accordance with ANSIL Z133 safety guidelines as required by OSHA.
4. The successful contractor is responsible for traffic control and repeat visits due to parked vehicles and pedestrian traffic. Traffic control must be carried out in accordance with state law and SCDOT traffic rules and regulations.
5. The chosen contractor shall provide all materials, equipment, light sets if needed, supplies, labor, and supervision as necessary.

6. Time is of the essence for this project and all work associated with this RFB must be completed within 40 days of the issuance of the Notice to Proceed.
7. Every year prior to pruning, coordinate activities with the City Arborist.

Bid Format

In responding to this request, contractors should provide a price quote for the scope of work to accomplish this work on the attached “BID FORM”. Contractors should also provide a cost breakdown of the scope of work on an “ITEMIZED COST” form. If any addenda(um) are issued, the contractor must acknowledge reviewing the addenda(um) by listing them on the BID FORM.

In addition to submitting the completed BID FORM, contractors submitting bids should provide examples of experience with similar projects. Provide a brief description of similar projects of comparable size and complexity for which the Bidder provided services within the past five (5) years. Limit information to no more than five (5) projects. Name and contact information for a reference with knowledge of the Bidder’s work on the specified project.

Provide the Contractor(s) and if possible the names and bids of all sub-consultants that will be part of the Bidder’s Team and identify the specific work the sub-consultant will perform. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the City.

Evaluation Criteria

The City will evaluate bids based on the factors outlined within this RFB and the City’s procurement ordinance, which shall be applied to all eligible, responsive bids in selecting the successful contractor. The City reserves the right to disqualify any bid from a bidder it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the Bidders as it deems appropriate.

Award of any contract may be made without discussion with Bidders after bids are received. The City reserves the right to cease contract negotiations if it is determined that the Bidder cannot perform the services specified in their response. Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of bid, qualifications, experience, technical expertise, references and ability to execute the work. After careful evaluation, the Public Works Committee will make a recommendation to City Council for award of a contract

BID FORM

BID OF: _____

(Contractor)

BID TO: The City of Isle of Palms
(Owner)

PROJECT NAME: Palm Tree Pruning

PROJECT NUMBER: RFB 2026-06

BID DATE: _____

BID AGREEMENT

The undersigned, having examined all the Bidding Documents, including all Addendum(a) and shall execute the entire Work in the Bidding Documents described as the Bid for the annual sums of:

Bid Price by year :

Year 1: (\$_____)

Year 2: (\$_____)

Year 3: (\$_____)

Renewal Year 4 (\$_____)

Renewal Year 5 (\$_____)

DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Date for Commencement shall be established in the Notice to Proceed. The Contractor shall not incur any expense until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the contractor or a Notice to Proceed is executed.

Final completion of all work shall be performed within: FORTY (40) calendar days from the scheduled contract time for substantial completion in year one and THIRTY (30) days in all subsequent years, subject to adjustments as provided in the Contract Documents.

The undersigned further agrees that from the compensation to be paid, the owner may retain as liquidated damages the sum of one thousand dollars (\$1,000) for each calendar day the actual contract time for Substantial Completion for the Project exceeds the specified or adjusted contract time for Substantial Completion as provided in the Contract Documents.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED

STATE OF SOUTH CAROLINA)

) PALM TREE PRUNING 2026-2030

COUNTY OF CHARLESTON)

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2026, by and between the City of Isle of Palms, S.C., a South Carolinamunicipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s solicitation forbids for the PALM TREE PRUNING 2026-2030(“The Project”); and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performedby Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein,

City and Contractor agree as follows:

SCOPE OF WORK. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals necessary for The Project, pursuant to the bid submitted by Contractor to City dated June 26th 2026 (the “Bid”), a copy of which is attached hereto as “Exhibit I”and made a part of this Agreement by reference thereto. In the event of any conflict between the provisions of this Agreement and the Solicitation, the term of this Agreement shall control.

Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on The Project. Contractor hereby warrants to City that all workonthe Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

PRICING. For all work under this Agreement, City agrees to pay Contractor in alignment with the pricing terms listed in the Bid Form/ Exhibit I. City shall pay Contractor annually based upon the pricing submitted in the Bid Form and

accepted by the City. No advance payments will be made. Annual price escalation caps do not apply. Pricing is fixed at contract signing.

TERM AND RENEWAL. The initial term of this Agreement shall be three (3) years. The City may, at its sole discretion, renew the Agreement for up to two (2) additional one-year terms by providing written notice to Contractor not less than thirty (30) days prior to expiration of the then-current term.

CHANGE ORDERS. The City has the right to require alterations or changes ("Change Orders") to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. In year one of the contract, the work must be completed no later than FORTY (40) days following the notice to proceed. In all subsequent years, work must be completed no later than THIRTY (30) days after the notice to proceed which will be issued by the Director of Public Works in consultation with the City Arborist.

INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under The Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies.

Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Coverage shall not be canceled or materially altered without at least thirty (30) days' prior written notice to the Owner.

PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of

or in connection with Contractor's performance of the work under this Agreement.

SITE INVESTIGATION. Contractor acknowledges that Contractor has had the opportunity to inspect the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement. The Director of Public Works will conduct joint site visits with the contractor upon request.

BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such nonselecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney's fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking injunctive relief.

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

Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete The Project and if the unpaid balance of the

contract price exceeds the City's actual cost of completing The Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

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

GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

NON-APPROPRIATION OF FUNDS. Continuation of this Agreement beyond each fiscal year is contingent upon appropriation of funds by City Council. If sufficient funds are not appropriated or otherwise made available to support performance of this Agreement in any subsequent fiscal year, the City may terminate this Agreement without penalty to the City or its agents, cost, or further obligation upon written notice to Contractor.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of

City and Contractor.

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

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS: Contractor:

(#1 as to Contractor)

By: _

(#2 as to Contractor) Title: _

The City of Isle of Palms, S.C.:

(#1 as to City)

By: _

(#2 as to City) Title: _