

City of Goose Creek
IFB – Chapel Relocation
City of Goose Creek Chapel



Invitation For Bid (IFB)

For

Chapel Relocation

Issued: March 1, 2024

Submittals Due: Monday, March 18, 2024, by 2:00pm EST

Contact: Sherry L Bodden Purchasing Coordinator

E-mail: sbodden@cityofgoosecreek.com

Phone: **843-797-6220 ext 1109**

CHAPEL RELOCATION

Sealed bids are being accepted for sale, moving and relocation of Wedding and Prayer Chapel located at: 222 St. James Avenue, Goose Creek, SC 29445

All bids are due by March 18, 2024, at 2:00pm and shall be submitted to Ms. Sherry Bodden in conformance with the provisions of Section 8 below. The City will receive sealed bids for the Chapel until 2:00 pm, March 18, 2024. The following terms apply to this request for bids:

SECTION 1. INSPECTION OF THE PREMISES. Pictures of the chapel are attached to this Request for Bids as EXHIBIT A DO NOT RELY ON THE ATTACHED PICTURES. Each prospective bidder is encouraged to visit the site of the structure to be sold, moved, and relocated to fully acquaint the bidder with the site and building conditions. Submission of a bid under this request for bids constitutes an express acknowledge of all conditions herein and the successful bidder will not be relieved of any obligation under this Request for Bids due to the bidder's failure to examine the premises and acquaint itself with the conditions there existing. The duty to inspect the premises is solely the responsibility of the successful bidder and the City of Goose Creek (the "City") will reject any claim based on facts that the bidder should have been aware of as a result of its inspection or failure to inspect. **Representatives from the City will be available at the site on March 8, 2024, from 2:00pm to 3:00pm for viewing. Please contact the City of Goose Creek Building Division with any questions about necessary permits at (843) 797-6220 ext. 1100.**

SECTION 2. AGREEMENT. If you are the successful bidder for the property, an agreement (the "Agreement") will be entered into between the City and you as the successful bidder (the "Buyer"). A separate Agreement will be entered into with respect to the chapel and the Agreement will include the following provisions:

2.1. **Insurance Requirements.** Buyer must provide evidence of insurance as described in the Insurance Schedule, the form of which is attached as EXHIBIT B. All third-party contractors, including any moving/relocation companies, hired by Buyer must comply with the insurance requirements in EXHIBIT B.

2.2 **Performance Guarantee.** Buyer must provide a performance guarantee issued to the City in the form of a certified check or a performance bond. The performance guarantee must be in the amount of \$10,000 or equal to the purchase price of the chapel, whichever is greater. Upon (i) satisfactory completion of the terms and conditions of the Agreement and (ii) completion of the chapel purchase, move and relocation, the performance guarantee will be returned to the Buyer. If the Buyer fails to purchase, move, and relocate the chapel, thereby defaulting on the terms and conditions in the Agreement, the Buyer shall forfeit the performance guarantee to the City.

2.3. **Dismantling or Other Work and Moving.** Buyer assumes all risks associated with the sale, moving and relocation of the chapel. Buyer must indemnify and hold the City of Goose Creek harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss and damage to others arising out of or in any manner connected with the performance of such work, and caused by Buyer, Buyer's subcontractor(s), or its employees or invitees. Buyer will at its own expense

defend any and all actions based thereon and will pay all charges of attorneys and all costs and other expenses arising therefrom.

2.4. Subcontract Work. If Buyer elects to hire a subcontractor(s), Buyer's subcontractor(s) will be bound by the same terms and conditions as Buyer under the Agreement, including, but not limited to, the Insurance Schedule attached as EXHIBIT B hereto.

2.5. Purchase As-Is, No Warranty. The City makes no representation, and specifically disclaims any warranty, implied or expressed, verbal or written, as to the condition, quality, or serviceability of the chapel or any environmental condition concerning or affecting the chapel for any particular purpose. Buyer specifically acknowledges that Buyer is not relying on, and the City hereby disclaims, any representations or warranties made by or on behalf of the City of any kind or nature whatsoever. Buyer further understands that, by purchasing the chapel, Buyer is agreeing to accept the chapel in a strictly "WHERE IS - AS IS" condition.

2.6. Permits. Buyer is responsible for obtaining all required permits and complying with the conditions of the permit for moving the chapel.

2.7. Care of Property and Surrounding Property. Buyer must maintain and take good and reasonable care of and not damage or destroy property outside the necessary disturbance limits for moving or dismantling the chapel or other associated work. Buyer shall be responsible for any damages caused to surrounding properties as a result of any moving or relocation services.

2.8. Other Terms and Conditions.

- a. Following the sale of the structure and the execution of each Agreement associated therewith, Buyer is responsible for securing the chapel.
- b. Notwithstanding the provisions of Section 7 below, Buyer agrees to remove the chapel from the property and relocate it to a new location by the earlier of (i) April 10, 2024, or (ii) within 15 days of the execution and delivery of the Agreement.
- c. Buyer must pay all costs associated with the structural move of the chapel.
- d. If Buyer subcontracts with a third party, including any moving company, Buyer must represent and covenant that the subcontractor is qualified and fully insured in compliance with the Insurance Schedule included as EXHIBIT B hereto.
- e. Buyer must remove all the building structure to the foundation or ground level; the brick or masonry skirting shall remain.
- f. All existing exterior concrete pavement, driveway, sidewalk, steps shall remain.
- g. The sale includes all mechanical equipment, including but not limited to, furnace, air conditioner, hot water heater, water softener, and electrical panel. Any remaining mechanical equipment not salvaged by Buyer must be properly disposed of by Buyer.
- h. The City shall arrange for the disconnection of all utilities, including water service, electric, natural and propane gas service prior to any removal.
- i. If necessary for the moving, dismantling, or other associated work, Buyer shall provide, at its own cost, any and all temporary grading within the necessary disturbance limits on the property. Buyer must restore the site to original grade or to a condition acceptable to the City.

- j. If necessary for the moving, dismantling, or other associated work, Buyer must remove and dispose of any landscaping, plantings, or vegetation on the property.
- k. If necessary for the moving, dismantling, or other associated work, Buyer must cut down, remove, and dispose of any trees within the necessary disturbance limits on the property, subject to the approval of the City. If Buyer subcontracts with a tree removal company or other third-party contractor, the subcontractor must be qualified and fully insured in compliance with the Insurance Schedule attached hereto as EXHIBIT B.
- l. The Buyer is required to leave for the city any masonry or brick on the structure.
- m. Buyer shall make arrangements to dispose of all unusable or unsalvageable building materials with the Berkeley County Landfill; alternative disposal sites may be used upon the express written approval of the City.
- n. Upon completion of the moving and relocation of the chapel from the property, Buyer must remove and dispose of all debris, including solid waste materials, resulting from the moving operations, leaving the site reasonably clean and acceptable to the City.
- o. If debris or materials resulting from the moving operations remain on the property and the City is required to remove and dispose of such debris or materials, Buyer agrees to forfeit all or a portion of the performance guarantee to recover the City's costs.

2.9. Indemnification. Buyer waives any and all claims against the City and its agents, officers, or employees for damages for personal injury or for property damage that may arise out of the performance of the Agreement. Buyer agrees to defend and indemnify the City and its agents, officers, or employees, from any claims brought against the City or its agents, officers, or employees by Buyer, its agents, and employees or by a third party which arise out of the performance of the Agreement by Buyer.

SECTION 3. AWARD OF AGREEMENT; REJECTION OF BIDS. The City reserves the right to reject any and all bids, to accept bids in whole or in part, and to withdraw any item from sale at any time when in the best interest of the City. Each Agreement will be awarded to the highest responsive, responsible bidder. In the event of multiple identical high bids, the earliest received bid will prevail. The City will notify all bidders of the results.

SECTION 4. PURCHASE PRICE AND MANNER OF PAYMENT. The total purchase price for the chapel is to be paid by the Buyer to the City as follows:

4.1. Earnest Money Deposit. An earnest money deposit in the amount equal to 20% of the total purchase price must be included with the bid and will be refunded if the bidder is not awarded the Agreement. Earnest money deposit is non-refundable to the successful bidder.

4.2. Final Payment; Performance Guarantee. Payment of the remaining balance of the purchase price, plus the payment of the performance guarantee is due at the execution of the Agreement.

4.3. Sufficient Funds. By submitting a bid Buyer represents that it has sufficient funds to purchase the chapel. Buyer agrees that its obligation to purchase the chapel is not contingent upon receipt of financing for any portion of the purchase price. All payments due for any chapel shall be payable by cash or certified check made payable to the "City of Goose Creek."

SECTION 5. BILL-OF-SALE / CLOSING. The City, upon receipt of (i) final payment, (ii) a signed Agreement, and (iii) compliance with all terms of the Agreement, will issue a bill of sale to Buyer which will convey and transfer ownership of the chapel. Closing for the chapel shall take place at a time that is mutually agreeable to both parties.

SECTION 6. POSSESSION AND RELEASE OF SITE. Buyer must take possession of the chapel following the closing.

SECTION 7. COMPLETION DATE. Buyer must have the chapel removed from the property and the site cleared as required by the Agreement by no later than April 10, 2024. Buyer may request an extension of time which may or may not be granted in the sole discretion of the City.

SECTION 8. BIDDING SUBMISSION/DEADLINE. The bid purchase price must remain firm for a 45-day period after the due date. Bids must be submitted on attached bid sheet before 2:00 pm on March 18, 2024, to:

Sherry Bodden
P.O. Drawer 1768
Goose Creek, SC 29445-1768

Bids must be submitted on the attached bid sheet in a sealed envelope. Additionally, bids submitted by fax or email will not be accepted.

CITY OF GOOSE CREEK CHAPEL RELOCATION BID SHEET

Bidder Name: _____

Address: _____

Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Bid Amount for Chapel: _____

Submission Checklist:

_____ Completed Bid Form

_____ Earnest Money Check in the Amount of 20% of the Bid Amount

Submission of your bid represents your express approval and acceptance of all terms and conditions of the request for bids. Bids must be submitted on or before March 18, 2024. Please submit this sheet in a sealed envelope marked to the address provided in this bid package. Faxed and emailed bids will not be accepted.

Print Name: _____

Signature: _____ Date: _____

Exhibit A



City of Goose Creek
IFB – Chapel Relocation
City of Goose Creek Chapel



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Exhibit B

I. INSURANCE REQUIREMENTS FOR PROFESSIONAL CONTRACTS

A. Indemnity Provision:

1. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of injury, or alleged injury (including death) to any person, or damage, or alleged damage to property of The City of Goose Creek or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the contractor, his subcontractors, agents and employees, including losses, expenses or damages sustained by The City of Goose Creek, and agrees to indemnify and hold harmless The City of Goose Creek, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

B. Insurance Requirements for contractors

1. Commercial General Liability coverage providing premises/operations and Products/Completed Operations and workers' compensation insurance:
 - a. Contractor will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance will be included in Contractors bid.
2. Minimum scope of insurance coverage will be at least as broad as:
 - a. Insurance Services Office form number CG 0001 (Ed. 10/93) covering Commercial General Liability, X, C and U exclusions must be removed if blasting, collapse, or underground exposures exist in the work to be done.
 - b. Insurance Services Office form number CA 0001 (Ed. 12/93), Code 1 ("any auto").
 - c. Workers' Compensation insurance as required by the laws of the State of South Carolina and Employers' Liability Insurance.
 - d. See Section II for requirements for Professional Liability Insurance.
3. Minimum limits of insurance contractor will maintain limits no less than:
 - a. Commercial General Liability limits for bodily injury, personal injury, or property damage \$ 1,000,000 per occurrence \$ 2,000,000 aggregate and a minimum limit of \$1,000,000 for products/completed operations.
 - b. Automobile Liability: \$ 1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the laws of the State of South Carolina and Employers' Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 per accident.
 - d. See Section II for requirements for Professional Liability Insurance.

4. Deductible and self-insured retention's must be declared to and approved by the City of Goose Creek.
5. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverage's
 - 1) Policy will show the City of Goose Creek as an Additional Insured.
 - 2) The City of Goose Creek, its officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased, or used by the contractor; or automobiles owned, leased, hired, or borrowed by the contractor. The coverage will contain no special limitation on the scope of protection afforded to The City of Goose Creek, its officials, employees, or volunteers.
 - 3) The contractor's insurance coverage will be primary insurance as respects The City of Goose Creek, its officials, employees, and volunteers. Any insurance or self-insurance maintained by The City of Goose Creek, its officials, employees, or volunteers will be in excess of contractor's and will not contribute with it.
 - 4) Any failure to comply with reporting provisions of the policies will not affect coverage provided The City of Goose Creek, its officials, employees, and volunteers.
 - 5) Coverage will state that contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - a. Each insurance policy required by this clause will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City of Goose Creek.
 - b. If subcontractors are used the contractor will include all subcontractors as insured under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors will be subject to all of the requirements stated herein.

C. PROPERTY INSURANCE

1. The contractor will purchase and maintain "all risk" property insurance on the insurable portion of the project. This insurance will include The City of Goose Creek, the contractor and subcontractors and will be written on a 100% completed value basis, such insurance to remain in force until the project is completed and accepted by The City of Goose Creek. If not covered under the "all risk" insurance, the contractor will effect and maintain similar property insurance on portion of the project stored off the site or in transit when such portions of the project are to be included in any application for payment.
2. The contractor will file two certified copies of all property insurance policies with the City of Goose Creek before exposure to loss can occur. The policies should be forwarded to:

The City of Goose Creek
Finance Director
PO Drawer 1768
Goose Creek, South Carolina 29445

3. If the City of Goose Creek is damaged by the failure of the contractor to maintain such insurance and to so notify the City of Goose Creek, then the contractor will bear all reasonable costs properly attributable thereto.

D. ACCEPTABILITY OF INSURANCE

1. All insurance policies will be written by insurers licensed to do business in the state of South Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the State of South Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City of Goose Creek reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A-.

II. ADDITIONAL INSURANCE REQUIREMENTS FOR PROFESSIONAL CONTRACTS

- A. The City of Goose Creek while engaging the services of any professional will require the professional to comply with the standard insurance requirements for contractors and, additionally, to maintain during the life of the contract and to provide evidence of professional liability insurance, errors and omissions insurance, malpractice insurance or similar insurance by whatever title known. Such insurance must comply with Section I B of the general requirements and be written in an amount not less than \$ 1,000,000 limit. If coverage is written on a claims-made form The City of Goose Creek may require the continuation of coverage for a period of time after completion of the contract or may require an extended reporting period if the policy is cancelled after the term of the contract.

III. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS

- A. All construction contracts and/or major projects, over \$25, 000, will require a payment and performance bond.

Said notices and certificates of insurance will be provided to:

City of Goose Creek
Purchasing Coordinator
PO Drawer 1768
Goose Creek, SC 29445