



SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
THE JOE DANING AMPHITHEATER

THE OWNER IS THE
CITY OF GOOSE CREEK
GOOSE CREEK, SOUTH CAROLINA

MARCH 2023

TABLE OF CONTENTS

1.	INTERPRETATIONS OR ADDENDA	1
2.	INSPECTION OF SITE	1
3.	ALTERNATE BIDS	1
4.	SUBMITTING BIDS	2
5.	BID GUARANTY	2
6.	COLLUSIVE AGREEMENTS	3
7.	STATEMENT OF BIDDER'S QUALIFICATIONS	3
8.	CORRECTIONS	3
9.	TIME FOR RECEIVING BIDS	3
10.	OPENING OF BIDS	3
11.	WITHDRAWAL OF BIDS	4
12.	AWARD OF CONTRACT/REJECTION OF BIDS	4
13.	EXECUTION OF AGREEMENT/PERFORMANCE AND PAYMENT BOND	4
14.	INSURANCE REQUIREMENTS	5
15.	BUSINESS LICENSE REQUIREMENTS	5
	BID SHEET	6
	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	7

INVITATION TO BID

PROJECT: CONSTRUCTION OF THE JOE DANING AMPHITHEATER

OWNER: CITY OF GOOSE CREEK
ATTN: PURCHASING DEPARTMENT
PO DRAWER 1768
GOOSE CREEK, SC 29445

RECEIPT OF BIDS: Sealed bids for the construction of the above referenced project MUST be received by the Owner at their office, NO LATER THAN Friday, April 14, 2023 at 11:00 a.m. EST.

Bids hand delivered or sent by courier service should be addressed to:

City of Goose Creek
Purchasing Department
519 N. Goose Creek
Goose Creek, SC 29445

PROJECT DESCRIPTION: The project will consist of the construction of an amphitheater, food truck plaza, and restroom building.

MANDATORY PRE-BID MEETING: A Mandatory Pre-Bid meeting will be held on site, 519 N. Goose Creek Blvd, Goose Creek, SC, behind the Municipal Complex Wednesday March 15, 2023 at 10:00 a.m. EST.

DOCUMENTS AVAILABLE: Contract Documents, including drawings and specifications will be available on March 1, 2023, from the City of Goose Creek City Hall located at 519 N. Goose Creek Blvd., Goose Creek, SC 29445.

Bidders may view and download the documents at no cost at www.cityofgoosecreek.com ,vendor solicitations or at the following link:

<https://www.cityofgoosecreek.com/government/vendor-solicitations>

SECURITY: Each bid must be accompanied by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished. Checks, regardless of form, will not be accepted.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

INSTRUCTION TO BIDDERS

1. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be made in writing to the owner. **Any inquiry received prior to Five Days of Bid Opening Date** will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Purchasing Coordinator at least five consecutive calendar days before Bids are opened. In addition, all addenda will be e-mailed or faxed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

All questions from Bidders shall be directed to Sherry Bodden, in writing via e-mail to: sbodden@cityofgoosecreek no later than **4:00 p.m., Wednesday, March 22, 2023** in order for your inquiry to be included in the final Addendum, which will be issued, if necessary, to all bidders by the end of business on **Wednesday, March 31, 2023**.

2. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to construction and labor and should fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the existing conditions, and the City will be justified in rejecting any claim based on facts which he should have been on notice as a result thereof.

Any questions asked or clarifications issued during the Pre-Bid conference will be addressed by form of Addenda.

A Mandatory Pre-Bid Conference will be held at the site, 519 N. Goose Creek Blvd., Goose Creek, SC behind the Municipal Complex on Wednesday March 15 at 10:00 p.m. EST.

3. ALTERNATE BIDS

There are four (4) bid alternates outlined in G101 of the Construction Documents. If funds are available, the pricing provided herein shall be applied to a charge order after contract aware.

4. SUBMITTING BIDS

- a. Bids must be submitted on forms supplied by the City and shall be subject to all requirements of the Contract Documents, including The Drawings, The Specifications and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder
- b. All Documents shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "Bid Documents", name of project, and the name of Bidder.
- c. An electronic version of the bid shall be emailed to Sherry Bodden, Purchasing Coordinator: sbodden@cityofgoosecreek.com
- d. In addition to the electronic submission, seven (7) bound hard copies shall be mailed to Sherry Bodden, Purchasing Coordinator, City of Goose Creek, 519 N. Goose Creek Blvd., Goose Creek, South Carolina, 29445
- e. The City may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- f. Forms to be submitted include:
 - i) Bid Bond
 - ii) Bid Sheet
 - iii) Non-Collusion Affidavit of Prime Bidder
- g. Properly submitting a response to this solicitation to the Purchasing Office at Goose Creek City Hall on or before the due date and time will be the sole responsibility of the proposer. The City of Goose Creek will in no way be responsible for delays caused by overland or electronic delivery systems. It is the sole responsibility of the proposer to confirm that a response has been received on or before the due date and time.

5. BID GUARANTY

- a. The Bid must be accompanied by a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, which shall not be less than five percent (5%) of the amount of the Bid. Checks, regardless of form, will not be accepted in lieu of a Bid Bond. No bid will be considered unless it is accompanied by the required guaranty. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the Performance, Payment Bond and insurance certificates by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted; accordingly, otherwise the Bid will not be considered.
- c. Bid Bonds of unsuccessful Bidders will be returned as soon as possible after award of the Bid.

6. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which Bidding is based, shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit a statement of the Bidder's qualifications, his experience in the type of work contemplated, and, when specifically requested by the City, a detailed financial statement. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City the Bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to the deadline will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

Bids will be opened and tabulated by the Purchasing Coordinator. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business up to the time fixed for opening, provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly. No Bids may be withdrawn however, for a period of 60 consecutive calendar days after bid opening date.

12. AWARD OF CONTRACT/REJECTION OF BIDS

- a. The Contract will be awarded to the lowest responsible, responsive Bidder. The City, however, reserves the right to reject any and all Bids and to waive any informality or technicality in Bids received whenever such rejection or waiver is in its best interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

13. EXECUTION OF AGREEMENT/PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten (10) consecutive calendar days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an original Agreement in the form included in the Contract Documents.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish insurance certificates and a surety bond executed by a surety company qualified to do business under the laws of the State of South Carolina, and satisfactory to the Owner in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to that of the Agreement with an expiration date of not less than one (1) year from the date on which final payment under the Agreement is due. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds and insurance certificates within ten (10) consecutive calendar days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute as default, and the City may either award the Contract to the next acceptable responsible, responsive Bidder or re-advertise for Bids, and may charge against the Bidder, the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

14. INSURANCE REQUIREMENTS

- 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.

Policy must show the City of Goose Creek as an Additional Insured.

Minimum limits of insurance contractor will maintain limits no less than:

- 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.
- Automobile Liability: \$ 1,000,000 combined single limit per accident for bodily injury and property damage.
- 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.
- The City requires 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
- Subcontractor's Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, subcontractor's Liability, Property Damage, and Vehicle Liability Insurance (same coverage limits as in b.).

15. BUSINESS LICENSE REQUIREMENT

- a. It is required that each contractor and sub-contractor awarded a contract agreement with the City of Goose Creek, either secure a business license or update their current business license for the contract amount for the work being done inside the city limits. The successful contractor is required to contact the Business License Office at 843-797-6220.

BID SHEET

To the City of Goose Creek

To whom it may concern:

1. The undersigned, having familiarized (himself, themselves, itself) with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required all in accordance with above listed documents at and for the lump sum price stated below:
2. In submitting this Bid, the Bidder understands that the right is reserved by the City of Goose Creek to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) consecutive calendar days after the opening thereof, or at any time thereafter, before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds and insurance certificates within ten (10) consecutive calendar days after the Agreement is presented to him for signature.

Base Bid \$ _____

OWNERS CONTINGENCY (add 5% of your base bid) \$ _____

ALTERNATE BID (Basketball Court) \$ _____

TOTAL BID \$ _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) SS
County of _____)

that _____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid:
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owner, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Goose Creek or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20____.