

City of Charleston

Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above Project at the City of Charleston, Department of Parks, until **FEBRUARY 11, 2025 @ 11:00 AM** local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informality or reject any and all bids. Information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation. This solicitation does not commit the City of Charleston to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or to procure or contract for the services. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within **90** days after the date of the bid opening.

2. CANCELLATION OF INVITATION FOR CONSTRUCTION BIDS

At any time prior to the issuance of the Notice to Proceed for this Project, the Contract may be cancelled for the convenience of the Owner.

3. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the Project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, CAPITAL PROJECTS BID, Department of Parks, 823 Meeting Street, Charleston, SC 29403.

4. PRE-BID CONFERENCE (if scheduled)

A PRE-BID Conference will be held on **JANUARY 28, 2025 @ 10:00 AM**. The meeting will be **ON SITE, Daniel Island Drive at Nowell Creek (32.869239, -79.921405)**. If mandatory, only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit bids.

5. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this Contract must be acceptable to the Owner. In the event a subcontractor is found to be unacceptable by the Owner, the Owner may require the Bidder to substitute the unacceptable subcontractor or reject the bid. The Bidder must perform a minimum of 30% of the work with its own forces.

6. **QUALIFICATIONS OF BIDDER**

The Bidder shall be on the current SCDOT Prequalified Prime Contractor's listing prior to submitting a bid.

7. **BID SECURITY**

Each bid must be accompanied by a Bid Security in the amount of not less than 5% of the Base Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in the state of South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and both Performance and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

8. **FAILURE TO ENTER INTO CONTRACT**

Failure of the Bidder to execute and deliver the Contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. **DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates within **540 days (including 420 days for grade settlement)** calendar days after the Date of Commencement. Bidder must agree also to pay as liquidated damages the sum of **\$500.00/DAY** for each calendar day thereafter that the Project fails to reach Substantial Completion within the time allowed.

10. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of bidding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract documents.

11. SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

12. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the Project as defined by the Owner. All requested Alternates must be bid. The failure of the Bidder to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. Bidder must indicate whether the amount of the BID ALTERNATE is an "ADD" to or a "DEDUCT" from the amount of the base bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate "ADD" or "DEDUCT" for each BID ALTERNATE.

14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the Project, and to have read and become thoroughly familiar with the plans and Contract documents, including all addenda. The failure or omission of

any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

15. MINORITY/WOMEN BUSINESS ENTERPRISE (MBE) PROGRAM

- A. This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Ste. 3600, Charleston SC, 29401, (843) 724-7434 or JordanR@charleston-sc.gov .
- B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.
- C. This project is being procured in accordance with the SCDOT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM. **For this project, the established DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOAL is 15%.**
- D. Note that subcontractors included must be listed on the SCDOT DBE Certification Directory to contribute to the goal. See the current list at <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>
- E. COMPLIANCE REQUIREMENTS: See the DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL SPECIFICATION included in the SPECIAL PROVISIONS section of this document for the program requirements and bid documentation required.
- F. Bidders should carefully review the requirements and follow the processes listed to ensure full compliance with the program. Standard City of Charleston MWBE forms will not be used for this project.
- G. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link.
- H. Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B *or* Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.
- I. The Contractor shall perform the Contract in accordance with the representations made in the Minority/Women-Owned Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

16. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of the Contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

17. PERFORMANCE AND PAYMENT BONDS

The successful Bidder will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.

18. DRUG FREE WORK PLACE

All Bidders must certify that they will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

END OF INSTRUCTIONS TO BIDDERS