

# REQUEST FOR BID RHODES POND IMPROVEMENT PROJECT

## THE CITY OF HANAHAN, SC

BID NO.: COH#-050923

The City of Hanahan, SC is requesting quotes from qualified vendors for an improvement project of Rhodes Pond located on Dickson Avenue, Hanahan, SC 29410.

All bids must be sealed and will be received by the City of Hanahan until Friday, May 19, 2023, by 2 pm (EST). Please display the following on the outside packaging of the proposal as "RHODES POND IMPROVEMENT" -- Any submittal received after the deadline will not be considered.

## Purchasing - City of Hanahan

All questions must be submitted in writing. The deadline for written questions is May 16, 2023 @ 12:00 pm. (EST).

Written questions can be emailed to <u>kfarias@cityofhanahan.com</u> – site visit is encouraged but not mandatory prior to submission of bids.

For site visit(s):

Danny Stewart - Dstewart@cityofhanahan.com

Cell phone: (843) 266-0723

#### INSTRUCTION TO BIDDERS

#### 1. **COMPLIANCE:**

All participating bidders, by their signature hereunder agree to comply with all the conditions, requirements, and instructions of this bid as stated or implied. Upon submitting a bid proposal, the Bidder warrants that he/she is familiar with all provisions of the contract documents and agrees to comply with them. Contractor **must** hold a business license with the city and licensed with the South Carolina LLR. All contractors will be background checked for the appropriate license. Upon award, contractor must supply a COI to the City of Hanahan.

#### 2. INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of Specifications, Schedules and Information Sheets or the proposed Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The city will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the city before expiration of the ultimate time set for the receipt of bids.

#### 3. PROPOSAL/BID:

All proposals/bids must be made on the forms provided in this bid. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the bidder; if initialed, the city may require the bidder identify the alteration so initialed. Each bid shall be mailed or delivered; each bid shall be enclosed in a sealed envelope, endorsed on the outside of the envelope with the words "RHODES POND IMPROVEMENT" Such bids will be submitted to the Procurement Office at the City of Hanahan 1255 Yeamans Hall Road, Hanahan, SC 29410.

#### 4. SIGNATURES OF BIDDERS:

Each Bidder shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. **QUALIFICATIONS OF BIDDERS**: Bidders may be requested to submit satisfactory evidence that they have a practical knowledge of the work bid upon, and that they have the necessary financial resources to complete the proposed work.

#### 6. WITHDRAWAL OF BID:

No Bidder may withdraw his Bid for a period of sixty (60) days after the date and hour set for the opening herewith. A Bidder may withdraw his Bid at any time prior to the expiration of the period during which Bids may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the Bid.

## 7. MISTAKES IN BIDDING INSTRUCTIONS:

If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that Bidders submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the Bidder has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the Bidder to receive compensation for materials not used in the Work or for labor that would not be required for the Work, the contract price shall be decreased proportionally. If the mistake causes the Bidder to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the Bidder. In the alternative, the city may solicit bids for such additional work, or the city may reassign such additional work to another Bidder, as the city deems appropriate. Nothing in this provision shall apply to mistakes made by the Bidder in completing the bid form or in performing the contract.

#### 8. **PAYMENTS:**

Payment for all work performed under this Contract will be made by check, by the City within thirty (30) days after completion and acceptance of the work covered by the Contract. Partial estimates may be issued and paid as provided in the General Conditions.

## 9. **DEFENSE OF SUITS**:

In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of Contract, the Contractor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

10. **ACCEPTANCE OF BIDS:** The City of Hanahan reserves the right to reject any or all bids, to waive formalities, and to accept the bid which appears to be in the City's best interest.

#### 11. BID RESULTS:

Bidders desiring to know bid results can view them on our Vendor Registry; in addition, the city will notify the winning bidder with a LOI.

Each bidder may be required to show that former work performed by him has been handled in such manner that there are not just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this Contract or provide proper equipment for the proper execution of the same. The city may request a list of other projects, if deemed necessary.

Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

Wherever the word "Contract" appears, it shall be held to include all the documents as listed in the General Conditions. No less than all the parts of the Contract Documents shall constitute the formal Contract.

## BID TO REMAIN OPEN SUBJECT TO ACCEPTANCE.

a. Bid Bond - Not Required

BONDS: b. Warranties and Guarantees. Workmanship and materials warranty of one year.

\*\* COMPANIES REQUIRED TO BE WITHIN A <u>25 MILE RADIUS</u> OF THE CITY OF HANAHAN

## **SCOPE AND STATEMENT OF WORK**

## **RHODES POND**

## Scope of Work:

- Furnish materials and labor to replace 340' of existing 2-rail vinyl fence:
- Replace and construct 340' of 4' high white picket fence (wood) and add (1) swing gate along Dickson Avenue in front of pond;
- Construct a complimentary and ADA approved 10'x10' viewing deck with safety railings;
   [composite and reliable material (i.e. Fiberon) will be used and it must overlook the pond lining up with gate entrance];
- Install and anchor two benches to viewing deck approximately 4' apart.

Please contact Danny Stewart or Cameron Spencer to coordinate a site visit.

Cell Phone number: (843) 266-0723.

## **BID FORM**

City of Hanahan 1255 Yeamans Hall Rd. Hanahan, SC 29410

BID: Pursuant to the "advertisement for Bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the Contract Documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of	(Hereinafter called
BIDDER organized and existing under the laws of the state of	
doing business as	
to the <b>CITY OF HANAHAN</b> (hereinafter called City).	

In compliance with your Advertisement for Bids, **BIDDER** hereby proposes to perform WORK on: "" in strict conformance with the **CONTRACT DOCUMENTS.** 

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint **BID** each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

**BIDDER** hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

## **BID SUMMARY**

	(Company Name)
Hereby submits to the City of place as specified for the "Rho	Hanahan, South Carolina the following bid items complete and in odes Pond Improvement."
The following is a quote for the	e installation of the Rhodes Pond Improvement:
Pricing should be for 2022/20 Pricing can be listed on a sep	023 Fiscal Year. Please list costs, including labor and materials. parate sheet.
Date:	
Company Name:	Contact Name:
Address:	
	State:
Email Address:	
Phone:	Fax:
	ntee these prices will not change and be valid for the entirety of
Signature:	Date:

\*\*IF OFFERING AN EQUAL SUBSTITUTE – PLEASE ATTACH IN SEPARATE DOCUMENT.