

**TOWN OF HILTON HEAD ISLAND
CROSSING PARK BATTING CAGES PROJECT
IFB 2012-0004**



Prepared by the Town of Hilton Head Island

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**TOWN OF HILTON HEAD ISLAND
CROSSING PARK BATTING CAGES PROJECT
IFB 2012-0004**

The Town of Hilton Head Island is soliciting sealed bids from qualified South Carolina commercial contractors to construct a new batting cage in accordance with the enclosed plans and specifications at The Town of Hilton Head Crossing Park at 4 Haig Point Circle Hilton Head Island SC 29928.

A general analysis of the existing property condition has been conducted. The estimated quantities reflected in the scope of work are predicated on that analysis but may vary slightly. Any variation during actual construction in the estimated quantities will be addressed by a change order if required. These line item costs and estimated quantities will be used to determine the low responsive/responsible bidder. The individual line item costs reflected in your bid should include both time and materials (to include any mobilization) for performing each task. During the initial term of this contract should the Town have other related work; this additional work may be prosecuted by the issuance of a change order under the terms and conditions of this contract.

A mandatory pre-bid meeting will be held at Town Hall located at One Town Center Court, Hilton Head Island, SC, at 2:00PM, **January 31, 2012**.

Sealed bids are due no later than 2:00 PM, **February 14, 2012**. Questions will be received until 4:30 PM on **February 8, 2012**. All bids must be sealed and clearly marked on the outer package, **Town of Hilton Head Island Crossing Park Batting Cages Project IFB 2012- 0002**, Attention: Derrick Coaxum. Bids shall be hand delivered to the receptionist at Town Hall or delivered by traceable service (FedEx, UPS, etc.), to the Town of Hilton Head Island, Attn.: Derrick Coaxum, One Town Center Court, Hilton Head Island, SC 29928

Bids must be accompanied by a certified check or bid bond in an amount equal to at least **5%** of the amount of the bid cost made payable to the Owner. A Contract Performance and Payment Bond in the amount of **100%** of the contract amount will be required.

The Town reserves the right to reject any and all bids and waive formalities.

The Town reserves the right to accept or reject any or all bids received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bids or to procure or contract for any articles of goods or services.

Your bid must be signed by an official authorized to bind the bidder, and it shall contain a statement to the effect that the bids is firm for a period of at least 90 days from the date of opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services.

For additional information concerning this solicitation, please contact Derrick Coaxum at derrickc@hiltonheadislandsc.gov or (843) 342-4582.

SPECIAL INSTRUCTIONS TO BIDDERS

INTENTION:

It is intended that the Instructions to Bidders, Special Conditions, General Conditions, and Technical Provisions shall cover the complete work to which they relate.

PROPOSED FORMS:

All Bids must be made upon the Proposed Forms hereto annexed, and shall state the amount Bids for each item as shown, and all bids must be for materials and work called for in the specifications.

RIGHT TO REJECT BIDS:

The Town reserves the right to reject any or all bids and to waive informalities. No Bids will be received after the time set for opening bids. Any unauthorized conditions, limitations, or provisions attached to the Bids, except as provided herein, will render it informal and may cause its rejection. Any Bidder may withdraw his bid, either personally or by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.

DETERMINATION OF MOST ADVANTAGEOUS BIDS

The Contract will be awarded, if it is awarded, to the low responsive/responsible Bidder. In order for a Bid to be responsive, Bidders must submit a bid for each bid alternative item listed below. The failure to do so shall result in the bid being rejected as non-responsive. The Contract Time will adjust with each approve bid alternative by the number of calendar days. The most advantageous bid will be determined base on the base bid and each approve bid alternative total sum.

Fee

The Contractor shall complete each line item on the fee schedule as provided in this document. All items must include a price. If the Contractor fails to follow these instructions, the Bids may be deemed non-responsive.

Quality of Work and Project Experience

The Contractor shall provide a detailed, comprehensive history of its work experience with similar types of projects:

- All pertinent projects shall be listed (with client, date, and location)
- Describe the project
- The contact amount for each project shall be included
- The project duration or performance period for each project shall be included
- State whether your firm was the prime or a sub on each project?

- Reference or active contact person (name, title, organization/company, phone number, e-mail) for each project (please confirm that reference contact information is valid and up to date)
- List Key personnel for this project (name, title, and years of experience)
- Any project related litigation over the past five years, have you ever sued a client or been sued by a client?

Work Plan / Construction Sequence

A work plan and sequence of construction will be developed jointly by the Town and the successful Contractor for each individual line item.

Commencement and Completion of Work

The Contractor shall commence work within **10** days after a Notice to Proceed is issued. The work shall be completed within **45 calendar days**. Any and all extensions of time shall be in accordance with the terms and conditions as otherwise hereinafter provided. The Contractor agrees that time is of the essence in this Agreement.

If the Contractor fails to prosecute the work in such diligence as will insure the completion of the work within the time allotted in the Scope of Work, plus any extensions made in accordance with this document; and, if the Owner does not exercise his reservations as set forth in this document, the Contractor shall continue the work in which event the actual damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of **\$500** per each day of delay of the work until the work is completed.

The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. Unless weather delays are specifically allowed in this Agreement, they are not cause for excusable delays.

Sub Contractors

- List Sub-Contractors planned to be used on this project if applicable
Provide company name, address, and trade.

CONTRACT SECURITY:

If the bid cost is greater than \$100,000.00; the successful bidder shall deliver to the Owner an executed Performance and Payment Bond in an amount equal to at least 100% of the accepted cost as security for the faithful performance of the contract and pro payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner, and as are authorized to transact business in the State of South Carolina. The Contractor will be required to have a current business license from the Town of Hilton Head. The Bond shall cover the one-year service and guarantee on equipment.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Town, nor shall the Contract allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

Prior to commencing work hereunder, Contractor, at his expense, shall furnish an insurance certificate showing the certificate holder as Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention Derrick Coaxum and with a special notation naming the Town of Hilton Head Island as an additional insured on the liability coverage. Minimum coverage shall be as follows:

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the Town.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse or default during the course of this contract.

The following information described sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Contractor's liability.

a) Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the South Carolina statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor should

require the Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.

b) General Liability, Bodily Injury and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract a General Liability Insurance policy for an amount not less than (\$1,000,000.00.) The policy shall include the Bodily Injury Liability and Property Damage Liability Insurance to protect him and any Subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:

Bodily Injury Liability Insurance, in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$500,000.00 on account of one accident.

Property Damage Insurance in an amount not less than \$350,000.00 for damages on account of any one accident, and in an amount not less than \$1,000,000.00 for damages on account of all accidents.

c) Proof of Carriage of Insurance: Prior to commencing work hereunder, Contractor, at his expense, shall furnish a current insurance certificate showing the certificate holder as Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Derrick Coaxum, and with special notation naming The Town of Hilton Head Island as an additional insured on the liability coverage. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after the Town has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

Contractor shall either:

(a) require each of his subcontractors to procure and maintain during the life of his subcontract, Subcontractor Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this contract; or

(b) insure the activities of his subcontractors in his own policy.

Certificates of Insurance must be filed at time of bid opening through the Owner on form provided in specifications or on AIA Document G705, November, 1978 Edition by an insurer authorized to do business in the State of South Carolina by the South Carolina

Insurance Commission. All blanks and questions on Certification must be filled out completely. Incomplete or inadequate Certificate will be returned to Contractor as unsatisfactory and commencement of his work will be delayed until satisfactory Certificate is submitted. Such delay will not warrant extension of contract time.

The Contractor shall furnish the following specified bonds. These bonds shall be kept effective and in full force for one year after completion and acceptance of work. The bond shall serve as a guarantee of function and workmanship of the work. These bonds shall make the contractor's sureties responsible for underwriting the work against faulty workmanship of defective materials. Final acceptance of the work shall not relieve the sureties of responsibility for a period of one year after this final acceptance.

It is distinctly agreed and understood that any change made in the drawings and specifications for this work, (whether such changes increase or decrease the amount thereof) or any change in the manner or the time of payments made by the Owner to the Contractor, shall in no way annul, release or affect the liability of the surety on the bond given by the Contractor.

Every person who has furnished labor or materials to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this Article and who has not been paid in full therefore before the expiration of a period of (45) days after the day on which the last of the labor was performed by such person, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit, and to prosecute such action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a subcontractor of the contractor, but no contractual relationship expressed or implied with the contractor furnishing said payment bond shall have a right of action upon the payment bond upon given written notice to the contractor within ninety (45) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of material upon which such claim is made, stating with substantial accuracy the amount for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid in an envelope addressed to the Contractor at any place the contractor maintains an office or conducts his business.

Every suit instituted upon payment bond shall be brought in a court of competent jurisdiction for the Town, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit.

LAWS AND REGULATIONS:

The contractor shall comply with District, County, State and Federal laws applicable to the work.

SAFETY AND HEALTH REGULATIONS:

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to project to personnel from that Department.

TERMINATION OF CONTRACT:

The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.

BIDS DOCUMENTS

The Contractor shall complete all of the Bids Documents included as part of this section. All Bids Documents shall be part of the Bids and shall include the following:

- A. Bids Transmittal
- B. Bids
- C. Collusion Statement and Professional Liability/Performance Statement
- D. Fee Bids
- E. Certificate of License
- F. Bidder References
- G. Certificate of Insurance

BIDS TRANSMITTAL

TO: Town of Hilton Head Island, South Carolina
ATTENTION: Assistant Facility Management – Derrick Coaxum,
Project Manager
PROJECT: Town of Hilton Head Island Crossing Park Batting
Cages Project IFB 2012- 0004

DATE: _____

FROM: _____ (Company
Name)

(Address) _____

(Telephone No.) _____

Having carefully examined the plans, specifications and documents for the referenced project, date _____, and also having carefully inspected the work site, the undersigned hereby proposes and agrees to furnish all materials, equipment, labor and all other things needed for the complete execution of all work covered by and in conformity with the aforesaid plans, specifications and contract documents for a total price of \$_____.

BY: _____ **DATE:** _____

TITLE: _____

WITNESS: _____

(CORPORATE SEAL)

BIDS

TO:

Submitted _____, 2012

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bids as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this Bids or in the Contract to be entered into; that this Bids is made without connection with any other person, company, or parties making a Bids or Bids; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees, if this Bids is accepted, to contract with the Owner in the form of Contract specified, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the **Town of Hilton Head Island Crossing Park Batting Cages Project IFB 2012- 0004** in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached and Contract Documents, for the following prices:

**COLLUSION STATEMENT AND PROFESSIONAL
LIABILITY/PERFORMANCE STATEMENT**

This Bid is submitted for use in connection with and in response to _____ This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to Bids by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder.

I certify that our company has/has not been involved in any litigation within the past five (5) years regarding professional liability or performance. (If there has been litigation, attach an explanation).

Has a federal agency or a federally certified state or local agency performed any review of your accounts, records, or contracts in connection with any grant or contract within any grant or contract within the past twelve months?
 Yes No

If "yes," give name, address, and telephone number of reviewing office on an attached statement.

Date of Execution

Signature of Bidder

Title of Bidder

Company Name

Address

City/State/Zip Code

Telephone Number

BID SHEET

Town of Hilton Head Island

Crossing Park Batting Cages Project IFB 2012- 0004

LIST OF ESTIMATED QUANTITIES

The following is an itemized list of the estimated materials required to perform the services for this contract. This is a list of estimated quantities provided to obtain competitive Bid pricing.

THESE ESTMATED QUANTITIES ARE FOR BIDS PURPOSES ONLY!

Please complete the following fee Bid schedule and submit as a supplement to your bid.

		Qty	Unit	Unit Price	Ext. Price
1.1	Mastodon Batting Cages 12' H x 12' W x 70' D	3	EA	\$	\$ -
1.2	Silt Fence	255	LF	\$	\$ -
1.3	Remove 8" Pine	1	EA	\$	\$ -
1.4	Remove 18" Pine	1	EA	\$	\$ -
1.5	Fill Material	1	LS	\$	\$ -
Subtotal					\$ -
Grand Total					\$ -

Receipt is acknowledged
of Addenda Nos. _____

CONTRACTORS NAME

BID ALTERNATIVE NO # 1 THROUGH # 6 ALL ITEMS MUST BE PRICED!!

		Qty	Unit	Unit Price	Ext. Price
	Bid Alternative				
1	Batting Cage Structure (Per FWA Plan)	1	LS	\$	\$ -
2	Dugout Shelter(Per FWA Plan)	1	LS	\$	\$ -
3	Wall(Per FWA Plan)	1	LS	\$	\$ -
4	Water Fountain (Per FWA Plan) (Include Water Supply)	1	EA	\$	\$ -
5	Artificial Turf (Per FWA Plan)	500	SF	\$	\$ -
6	Concrete Sidewalk (Per FWA Plan)	60	LF	\$	\$ -
Subtotal					\$ -
Grand Total					\$ -

Mastodon Batting Cage System Specifications

I. Structural Poles

The poles are 8.625" O.D. (outside diameter), .25" wall, welded high tensile strength steel - made in the USA. The poles are corrosion dipped, and finished with STRYK 5388, the same coating used on the Alaska pipeline. STRYK 5388 is corrosion inhibiting, with a high degree of impermeability to moisture. It will not support fungal growth in humid or water-immersed environments. It is also elastomeric, meaning it will not crack in extreme weather conditions. STRYK 5388 forms a solid coating which bonds with the substrate, preventing corrosion even if coating is scratched or damaged. Poles have a welded cap with integral lifting ring to prevent moisture from entering at the top and to ease the installation process. Holes must be dug 4'6" in depth and 18" in diameter at the four locations specified. 2500lb. PSI (minimum) concrete must be used to fill each hole, allowing a minimum of 3-5 days for full cure. The location of the poles is dependent on the footprint (width and length) of the batting cage net. (See Diagram following change)

II. Cable and Tensioning System

All hardware including nuts, bolts, washers, are hot-dipped galvanized. The cable furnished is 3/16" galvanized aircraft cable. Cable tension is achieved by a proprietary design, and allows for adjustment of any given cable.

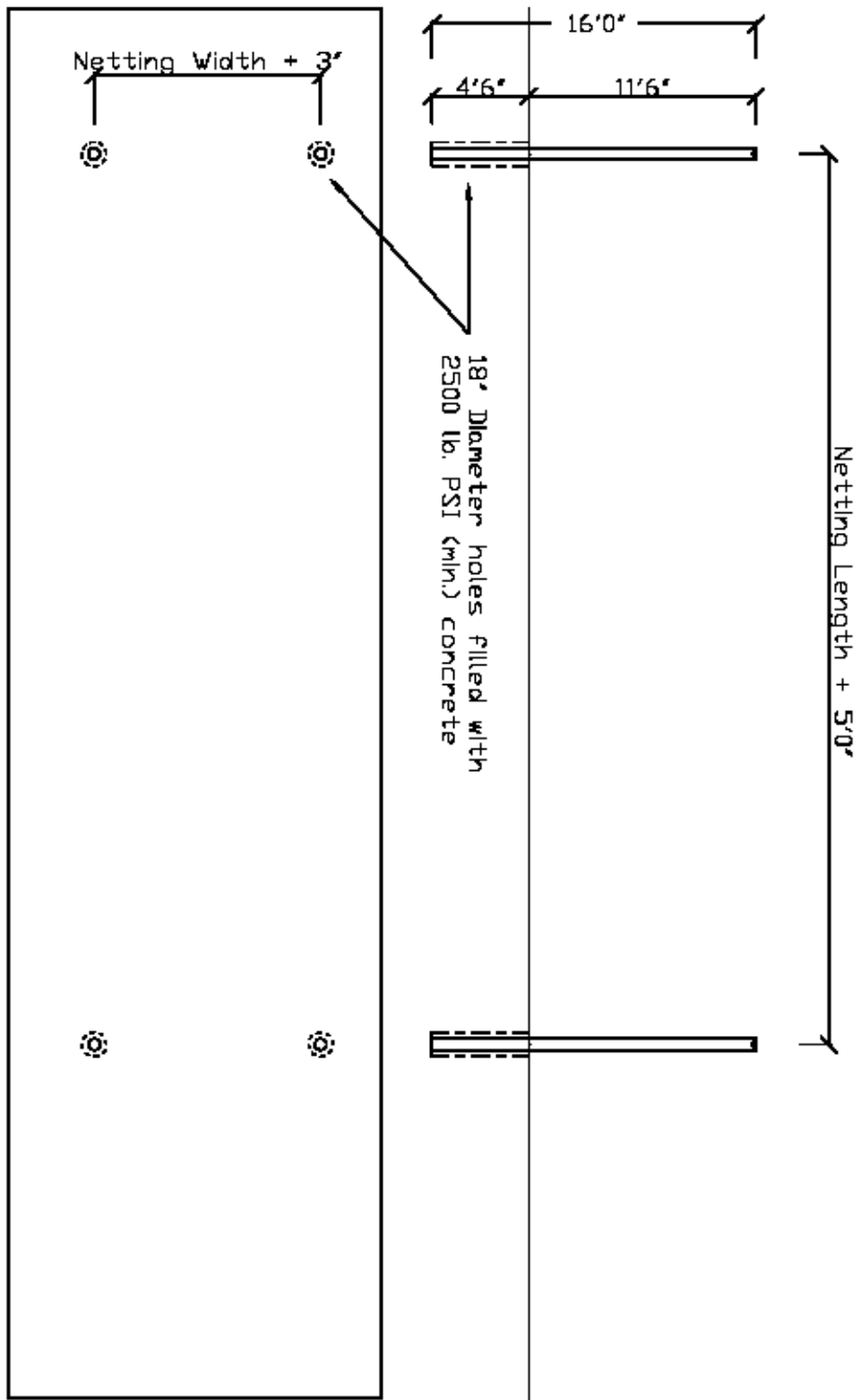
III. Netting

The netting employed in this system is K VX200™, a commercial polymer developed primarily for the sporting goods and aquaculture industries. The product is a result of extensive design and testing based on market research indicating demand for rope and netting products exhibiting the following characteristics:

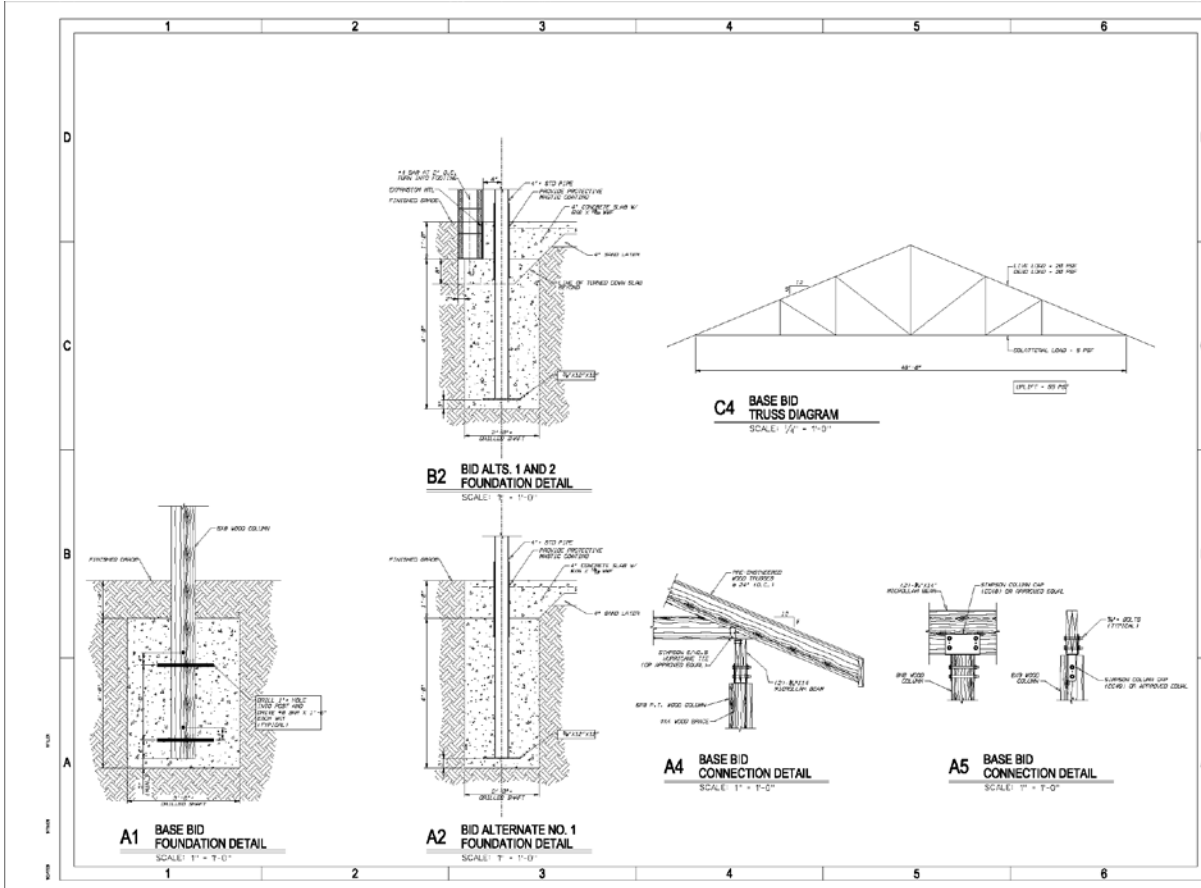
- High degree of UV stability
- Light in weight
- High resistance to abrasion
- Consistent break strength over the life of the product
- Low knot-break loss
- Low Stretch
- High degree of chemical resistance

K VX200™ fibers are primarily used for knotted netting, knotless netting, twisted rope, and braided rope. K VX200™ employs an integral UV inhibitor. This means that the UV

2. Inhibitor is one component already contained within the polymeric blend that is extruded into individual fibers. This extrusion is twisted or braided into twine for netting or rope. Since the UV inhibitor is built right into the fibers, it cannot wear off and is permanent in nature. K VX200™ employs a unique carbon based black dye that adds to the UV stabilization already inherent in the polymeric blend. This carbon dye also helps resist fading.



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D	PROJECT TEAM															
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DRAWN BY:	Mr. Ahmad Fauzan	SCALE: 1:100														
CHECKED BY:	Mr. Ahmad Fauzan	DATE: 2020														
C	GENERAL NOTES															
	<ol style="list-style-type: none"> 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. 2. DIMENSIONS SHOWN ON DRAWINGS ARE TO LOCATIONS AS INDICATED. 3. DIMENSIONS SHOWN ON DRAWINGS ARE TO CENTER LINE OF ROAD AS INDICATED. 4. ROAD FINISH TO FACE OF PAVEMENT. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 11. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 12. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 13. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 14. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 15. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 16. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 															
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	COMPACTED SOIL															
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T.M. ARCHITECTS
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ISSUED FOR BIDDING

TOWN OF HILTON HEAD ISLAND CROSSINGS PARK NEW BATTING CAGES & SHELTER
 HANDBOOK ORIGIN: HILTON HEAD ISLAND, SC 29928

NAME	DATE	DESCRIPTION
...

PROJECT NO. FMA 238332
 DRAWN BY:
 CHECKED BY:
 DATE: ...
 SHEET TITLE: **STRUCTURAL DETAILS**

AS-201

CERTIFICATE OF LICENSE

This is to certify that _____
Has complied with the requirements of Section 4-11-10 et seq, of the South Carolina Code of Laws, 1976 (as amended) and Section 10-1-10 et seq, of the Code of the Town of Hilton Head Island, South Carolina, 1983 (as amended).

State of SC Commercial Contractor's License No # _____

State of S.C. Offeror's License No. (If applicable) _____

Town of Hilton Head Island Business License No # _____

By: _____ Date: _____

Title: _____

Note: Contact the Business Office of the Town of Hilton Head Island, South Carolina for obtaining a Town Business License. Bidder must have a valid SC Commercial General Contractor License

BIDDER'S REFERENCES

Name of Bidder: _____

Age of Business: _____

References should be companies or agencies that have contracted with the Bidder within the last five years for similar type construction work. Three references are required.

REFERENCE 1

Name:

Address:

Telephone Number: _____

Contract: _____

Description of Contract: _____

Amount of Contract: \$ _____

REFERENCE 2

Name:

Address:

Telephone Number:

Contract:

Description of Contract:

Amount of Contract:

\$

REFERENCE 3

Name:

Address:

Telephone Number:

Contract:

Description of Contract:

Amount of Contract:

\$

CERTIFICATE OF INSURANCE

SPECIMEN
ENDORSEMENT - CASUALTY

Attached to and forming part of the Policy Number _____ of
the _____

(Name of Insurance Company)

Insurance Company, issues at its _____

(City)

_____, Agency.

(State)

Date of Endorsement _____

No. Of (improvement) (project) _____

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the Insurance Company agrees as follows:

Item (1) This policy shall not be cancelled, changed (which includes renewal), allow to lapse, or allowed to expire until thirty days after the Town of Hilton Head Island, SC, Town Manager, One Town Center Court Hilton Head Island, SC 29928 has received written notice thereof as evidenced by return receipt of registered letter or until such time as other valid and effective insurance coverage acceptable in every respect to the Town of Hilton Head Island, SC, and providing equal protection called for in the policy shown below shall have received, accepted, and acknowledged by the Town of Hilton Head Island, SC. It is also agreed that the said notice shall be valid only as to such improvements or projects as shall have been designated by number in said notice, and that as to any improvement or project not designated by number in said notice, coverage shall be continued in full force and effect.

The foregoing insurance provisions have been incorporated into by the reference and are hereby made a part of insurance policy number _____, this _____ day of _____, 2012.

(Name of Company)

(Signature of Authorized Representative)

SURETY

_____ (Company Name) agrees to execute a contract and provide performance surety within ten (10) calendar days of receipt of a Notice of Award from the Town of Hilton Head Island, South Carolina.

To secure the obligations of this agreement, the attached Surety in the amount of five (5) percent of the total proposed price, \$_____, is provided.

If the undersigned fails to execute a contract as required herein, he shall forfeit the Surety amount to the Town of Hilton Head Island, South Carolina, as liquidated damages for such failure.

The attached Surety is in the form of:

() Letter of Credit

() Certified Check

() Bond

BY: _____ DATE: _____

TITLE: _____

WITNESS: _____

CORPORATE SEAL

Reflected below is the contract format the Town will utilize for this project. If you can not agree to the terms and conditions reflected do not submit a bid:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT**

THIS AGREEMENT is made this _____ of February 2012 between; _____ (hereinafter called "Contractor") and the **Town of Hilton Head Island** (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town recognizes the need for a South Carolina commercial contractor to construct a new batting cage in accordance with the enclosed plans and specifications at Crossing Park at 4 Haig Point Circle owned by the Town;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall performs those tasks outlined in Exhibit A, plans prepared by "Town of Hilton Head Island", and scope of work Exhibit B.
2. The total amount of this unit cost contract as outlined Exhibit A shall not exceed **(\$00,000.00)**.
3. The term of this Agreement shall be from the date of execution to December 31, 2012. The performance period for completion of the work shall be **45** calendar days from the date of the notice to proceed. Such failure will result in a material breach of this contract. A penalty of Five Hundred Dollars **(\$500.00)** per day will be assessed for each day work continues past this deadline.
4. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
5. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

6. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
7. This Agreement may not be modified unless such modification is in writing and signed by both parties.
8. The Contractor may not assign this contract without the prior written approval of the Town.
9. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
10. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:
 - 11.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall

verify the work authorization of all new hirers performing work under the contract by either:

(a) Registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within five (5) business days after employing employee; or

(b) Employing only workers who, at the time of said employment:

1. Possess a valid South Carolina driver's license or identification card; or

2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. Possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

11.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) The applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) Compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

11.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) Comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) Include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

11.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-

9 documentation for all workers employed by it.

11.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

XXXXXXXXXX XXXXXXXX

By: _____
Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____
Stephen G. Riley, AICP
Its: Town Manager

**CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will:

(1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR

(2) Employ only workers who:

- (a) Possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by The South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____

By: _____
Contractor

Title: _____

Construction

By signing its bid or Bids, Contractor 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 to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor 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." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.