



September 4, 2024

To Whom It May Concern:

The City of Sumter is soliciting **SEALED** bids for the items listed below. All bids ***MUST*** be received by the Purchasing Department on or before 2:00 PM ET on Thursday, October 3, 2024 in the City of Sumter Opera House. **SEALED** Bids may be Mailed or Hand Delivered (BIDS WILL BE REJECTED IF RETURNED VIA FAX OR EMAIL).

A MANDATORY PRE-BID IS SCHEDULED FOR TUESDAY, SEPTEMBER 17, 2024 AT 10:00 AM ET AT THE PROJECT SITE (SEE ATTACHMENT FOR ADDRESS). BIDS SUBMITTED WITHOUT ATTENDING THE PREBID WILL BE DEEMED UNRESPONSIVE.

*PLEASE SEE ATTACHMENT FOR QUANTITIES, DESCRIPTION, DETAILS AND SPECIFICATIONS.

*ALL DEVIATIONS FROM REQUESTED SPECIFICATIONS MUST BE CLEARLY NOTED ON BID RESPONSE.

*A CERTIFICATE OF INSURANCE (COI) IS REQUIRED BEFORE ANY WORK CAN BEGIN ON CITY OWNED PROPERTY.

Mailed and hand delivered bids should be addressed follows:

City of Sumter Opera House (City Hall)
Attn: Purchasing Department
21 N. Main Street
Sumter, SC 29151
ITB #18 – 24/25: Memorial Park Restroom Demolition/Reconstruction

The bid ITB number and name must appear on the envelope. Please direct questions concerning specifications/items, to Eric Burnette at eburnette@sumtersc.gov or Tripper Lee at lee@sumtersc.gov. If you have questions concerning the bid process, email Tony Butts at tbutts@sumtersc.gov. The City reserves the right to reject any or all bids and to waive any technicalities in the best interest of the City.

Sincerely,

Anthony J. Butts, Jr.
Procurement Agent
E-mail: tbutts@sumtersc.gov



CITY OF SUMTER BID FORM

City of Sumter, South Carolina, a Body Politic and Corporate and Political Subdivision of the State of SC

FORMAL INVITATION-TO-BID: #18 – 24/25

NAME OF BID: Memorial Park Restroom Demolition/Reconstruction

BID MUST BE RECEIVED BY: Thursday, October 3, 2024 at 2:00pm ET at below address.

MANDATORY PRE-BID MEETING: Tuesday, September 17, 2024 at 10:00am ET at the site.

MAIL, OVERNIGHT OR HAND CARRY TO:

City of Sumter Opera House (City Hall)
Attention: Purchasing Dept.
21 N. Main Street
Sumter, SC 29150

ITB #18 – 24/25: Memorial Park Restroom Demolition/Reconstruction

Quantity Size/Description/Specs/Details

*PRICING WILL REMAIN VALID FOR 90 DAYS AFTER BID CLOSING DATE.

*ALL DEVIATIONS FROM REQUESTED SPECIFICATIONS MUST BE NOTED ON YOUR BID RETURN.

*BID PRICE INCLUDES ALL COSTS TO PROVIDE A TURNKEY JOB (LABOR, MATERIALS, TAXES, PERMITS, BONDS, INSURANCE, ETC).

*COI's MAY BE MAILED OR EMAILED TO (tbutts@sumtersc.gov).

TOTAL BID PRICE: \$ _____

TOTAL BID PRICE IN WORDS: _____

ALTERNATE: \$ _____

TOTAL BID PRICE WITH ALTERNATE: \$ _____

TOTAL BID PRICE WITH ALTERNATE IN WORDS: \$ _____

DELIVERY WILL BE MADE IN _____ DAYS AFTER RECEIPT OF ORDER

**Project Manager: Eric Burnette - City of Sumter Construction Department
303 E. Liberty Street.
Sumter, SC 29150**

I 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 abide by all conditions of this bid and verify that I am authorized to sign this bid for the offerer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with your Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part. The undersigned, as Bidder, hereby declares that he has read, understands, and accepts these terms which are part of the bid documents.

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

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid of this Bid Form include all permits, labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, permits, and other costs both indirect and direct, etc., to complete the Project. The amounts listed on the Bid of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. In case of error in extension, the Unit Price shall govern rather than the Total Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

Bids submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

VENDOR NAME: _____

ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

FEDERAL ID (TAX ID) NO: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

AUTHORIZED SIGNATURE: _____

DATE: _____

VENDOR AGREEMENTS – FORMAL INVITATIONS-TO-BID

Submittal of Sealed (Formal) Bids On the date set and at the time designated for the opening of the sealed bid, each prospective bidder is required to submit the bid deposit in the amount and form specified herein. Outside of envelope containing the **sealed** bid must be clearly marked: **ITB# 18 – 24/25: Memorial Park Restroom Demolition/Reconstruction**. Each prospective bidder is required to complete and execute the bid form attached in this Invitation to Bid, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter Bid documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

At the time of the opening of bids, each responder will be presumed to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this Invitation-to-Bid.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard. Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract.

The City reserves the right to purchase any/all items or service in default on the open market. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

INSURANCE REQUIREMENTS:

The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or be deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City, and shall have no power or authority to bind or obligate the City in any manner, except the City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the City. A certificate of insurance must be submitted to the purchasing office prior to services performed, with the requested coverage and limits per the City, with City of Sumter listed as additional insured.

1. Contractor's and Subcontractor's Insurance: Before commencing the Work, and until completion and final acceptance of the Work, the Contractor shall procure and maintain, at its own expense, the insurance coverages described below. Before starting the Work, Contractor shall furnish a Certificate of Insurance, in a form acceptable to Owner, evidencing the Contractor's compliance with the Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the Project site and shall be with insurance companies acceptable to Owner and with A.M. Best Rating of A minus or better. The Certificates and policies for the Commercial General Liability and Business Automobile Liability Policy shall name Owner, and if requested, Owner's agents, as Additional Insureds for completed and ongoing operations on a primary and non-contributory basis. All Insurance Certificates shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless Owner has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation.

If the Contractor fails to procure or maintain required insurance coverages, Owner shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Contractor, and Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. Contractor shall not commence work until all insurance requirements are met.

a. **Required Insurance Coverages:** The insurance coverages to be provided include those as set forth below unless modified in an Insurance Exhibit attached to the Agreement:

(1) Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence/\$1,000,000 aggregate Bodily Injury and Property Damage Liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by Contractor under this Agreement, personal injury, advertising injury and broad form Property Damage (including coverage for explosion, collapse and underground hazards), and independent Contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The Commercial General Liability and Automobile Liability insurance required herein shall protect the Contractor and the Owner against liability from damages growing out of any Contractor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Contractor's operations.

(2) Motor Vehicle Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00 or a combined single limit of \$1,000,000.00.

(3) Worker's Compensation in accordance with, and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina jurisdiction, and Employer's Liability Insurance with the following minimum limits: \$100,000 Per Accident, \$100,000 Per Disease for Each Employee, \$500,000 aggregate.

(4) Excess or Umbrella Liability Insurance with a policy limit of \$1,000,000.00 per occurrence and aggregate.

(5) Sub-Contractor Insurance: If Contractor elects, with Owner's approval, to subcontract any portion of the Work to another Contractor, Contractor shall require of such Subcontractor insurance coverage similar to that required of Contractor hereunder and shall furnish to Owner evidence that such insurance coverages are currently in effect. Moreover, Contractor shall require any such Subcontractor to name Contractor and Owner as additional insured's on Subcontractor's Commercial General Liability Insurance and will provide Contractor with a waiver of subrogation form from such sub-Contractors worker's compensation carrier. Failure of Contractor to require Subcontractor to obtain the coverages required herein or to furnish Owner evidence of such coverage shall be grounds for termination for default.

b. The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of the Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

2. Payment and Performance Bonds (CONSTRUCTION BIDS ONLY): If the Contractor's work as set forth in the **Scope of Work exceeds \$50,000.00**, Contractor shall provide payment and performance bonds in the full amount of the Contract Sum.

a. The payment and performance bonds, if any, shall name Owner as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".

b. Upon execution of the Contract Documents, the Contractor shall furnish to the Owner a Performance Bond and a separate Labor and Material Payment Bond in a form acceptable to the Owner. The bonds shall guarantee the Contractor's faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall remain in force until the Work has been completed and accepted by the Owner, the provisions of all guarantees required by these Contract Documents have been fulfilled, and the warranty periods and period for correction of the Work as provided in the Contract Documents have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Contractor shall bear all costs in connection with the bonds as a part of the Contract. One executed copy of each bond shall be attached to each executed copy of the Contract Documents prior to the execution of the Contract Documents by the Owner.

c. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

All items delivered to or drop shipped to the site remain the sole responsibility of the Bidder . Bidder is solely responsible for maintaining insurance on and replacing said items in the event of theft, damage, or other loss.

Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all responders agree to this provision. No additional responses will be considered from a firm in default. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

City of Sumter may terminate this agreement with or without cause at anytime. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.

3. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and required bonds, together with any other required completed documents within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

4. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 10 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this “**Contract**”) is the final written integration of an agreement among the **CITY OF SUMTER, SOUTH CAROLINA** (“**Owner**”) and <<*contractor name*>> (the “**Contractor**,” and together with the Owner but expressly excluding any subcontractor, the “**Parties**”), executed as of the date written next to their names signed below, the latter of which shall become the effective date of this Contract.

RECITALS

The Owner desires to avail itself of the services of the Contractor in connection with the construction of **MEMORIAL PARK RESTROOM RENOVATIONS** and located at **110 N. Salem Avenue** in Sumter, South Carolina (hereinafter referred to as the “**Project**”), and the Contractor desires to provide such services.

In consideration of the premises set forth above, the Parties hereto agree as follows:

1. **GENERAL CONDITIONS** [need to reinsert section numbering/lettering]

Work: “Work” includes all labor, materials, and costs required or reasonably inferable from the scope of work specified in the Specifications Work Sheet(s), Bid Documents, and Plans dated **August 15, 2024** and attached hereto as “Exhibit A”. The Owner shall pay the Contractor for performance of the Work the sum of <<*contract price*>>. The Contractor agrees to furnish all labor, materials, equipment, skill, and instrumentalities used in, or in connection with, the full performance of the Work and agrees to complete the Work no later than **150 days** after receipt of a written notice to proceed signed by an authorized representative of the Owner (the “**Notice to Proceed**”). **TIME IS OF THE ESSENCE FOR CONTRACTOR’S PERFORMANCE WITH RESPECT TO EACH AND EVERY TIME LIMIT ESTABLISHED BY THIS CONTRACT.**

Incorporation of General Contract Conditions: This Contract is subject to the terms and conditions set forth in the Invitation to Bid documents and all Addenda and are incorporated herein by reference. To the extent that any term or condition in the General Conditions conflicts with any term or condition in this Contract, the General Conditions shall control.

Indemnification: Contractor agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney’s fees resulting from any and all negligent acts or omissions of Contractor or any subcontractor to this Contract (each, a “**Subcontractor**”) or any of their respective directors, officers, partners, principals, employees, or agents. Neither this Contract nor any subcontract (each, a “**Subcontract**”) will create any contractual relationship between any Subcontractor and the Owner, nor any liability of the Owner to any Subcontractor.

Time for Completion: The Contractor will begin the Work within ten (10) days after issuance of the Notice to Proceed. If the Work is not completed by the date specified herein or in the Notice to Proceed, and the Contractor has not requested and received in writing an extension of such date, the Owner shall have the option to hire another Contractor to complete the Work.

Insurance: In addition to the requirements of Section 6 of the General Conditions, before commencing the Work, and until completion and final acceptance of the Work, the Contractor shall procure and maintain, at its own expense, the insurance coverages described below.

Certificate of Insurance (COI): Before starting the Work, Contractor shall furnish one or more Certificates of Insurance, (COI) in a form acceptable to Owner, evidencing the Contractor’s compliance with this Contract’s insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the Owner and shall be with insurance companies acceptable to the Owner and with A.M. Best Rating of A minus or better.

The Certificates of Insurance and policies for the commercial general liability and business automobile liability policy shall name the Owner, and if requested, the Owner's agents, as additional insureds for completed and ongoing operations on a primary and non-contributory basis. All Certificates of Insurance shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless the Owner has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation. If the Contractor fails to procure or maintain required insurance coverages, the Owner shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Contractor, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. The Contractor shall not commence the Work until all insurance requirements are met.

Coverages: The insurance coverages to be provided include those as set forth below:

1. Commercial general liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate bodily injury and property damage liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by the Contractor under this Contract, personal injury, advertising injury and broad-form property damage (including coverage for explosion, collapse, and underground hazards), and independent contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The commercial general liability and automobile liability insurance required herein shall protect the Contractor and the Owner against liability from damages growing out of any Contractor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Contract, as well as liability arising after the completion of the Contractor's operations.
2. Motor vehicle liability insurance with bodily injury limits of \$1,000,000 and property damage limits of \$1,000,000 or a combined single limit of \$1,000,000.
3. Worker's compensation in accordance with and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina, and employer's liability insurance with the following minimum limits: \$100,000 per accident, \$100,000 per disease for each employee, and \$500,000 aggregate.
4. Excess or umbrella liability insurance with a policy limit of \$1,000,000 per occurrence and aggregate.

Sub-Contractor Insurance: If the Contractor elects, with the Owner's approval, to subcontract any portion of the Work to a Subcontractor, the Contractor shall require of such Subcontractor insurance coverage similar to that required of the Contractor hereunder and shall furnish to the Owner evidence that such insurance coverages are currently in effect. Moreover, the Contractor shall require any such Subcontractor to name the Contractor and the Owner as additional insureds on Subcontractor's commercial general liability insurance and will provide the Contractor with a waiver of subrogation form from such Subcontractors worker's compensation carrier. Failure of the Contractor to require any Subcontractor to obtain the coverages required herein or to furnish the Owner evidence of such coverage shall be grounds for termination for default.

Documentation: The Contractor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of this Contract, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. COI's may be mailed (same address as bids) or emailed to: Tony Butts (tbutts@sumtersc.gov).

Payment and Performance Bonds: If the required payment for the Work exceeds \$50,000, the Contractor shall provide payment and performance bonds in the full amount of the Contract.

5. The payment and performance bonds, if any, shall name the Owner as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an “A” minimum rating of performance as stated in the most current publication of “Best Key Rating Guide, Property Liability”.
6. Upon execution of this Contract, the Contractor shall furnish to the Owner a performance bond and a separate labor and material payment bond in a form acceptable to the Owner. The bonds shall guarantee the Contractor’s faithful performance of this Contract and payment of all obligations arising hereunder. The bonds shall remain in force until the Work has been completed and accepted by the Owner, the provisions of all guarantees required by this Contract have been fulfilled, and the warranty periods and period for correction of the Work as provided in this Contract have expired, or the period for filing mechanics’ liens has expired, whichever occur latest, after which time the bonds shall lapse. The Contractor shall bear all costs in connection with the bonds as a part of this Contract. One executed copy of each bond shall be attached to each executed copy of this Contract.
7. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Assignment of Contract: The duties and obligations of the Company under the General Conditions are restricted to the Company and shall not be assigned, transferred, subleased, sublicensed, encumbered, or subject to any security interest without the prior written authorization of the City. Any change in control of the Company resulting from a merger, consolidation, stock transfer, or asset sale shall be deemed an assignment or transfer for purposes of this General Conditions. Any attempted assignment will be void and of no effect; provided that if the assignment results from a change in control of the Company, then the Company shall have the right to consummate the proposed change of control, but in such event the City shall have the right to terminate.

Permits, Fees, Engineering Studies and Registered Surveys: The Contractor shall obtain and pay for all necessary permits, inspection charges (not conducted by Owner), and licenses for the authorization and execution of the Work and labor performed.

Compliance with Applicable Laws and Regulations: The Contractor shall perform the Work under the Contract in conformance with applicable laws, codes, ordinances, regulations, and requirements per Federal, State, and local regulations.

Cooperation: The Owner shall cooperate with the Contractor to provide access to the property on which the Project is to be constructed for the performance of the Work.

Inspection: The Contractor shall permit authorized persons access to the Project to inspect and examine the Work during all working hours. These persons include agents of the U.S. Government and its designees and the Owner and its designees. All defects caused by the Contractor, or any Subcontractor, shall be corrected at the Contractor’s expense.

Guarantee: The Contractor shall guarantee the Work and all materials and equipment for a period of one year from the date of final acceptance of the Work required by this Contract. Further, the Contractor shall furnish the Owner with all manufacturers’ and suppliers’ written guarantees and warranties covering materials and equipment furnished under the requirements of this Contract. All defects appearing within the one-year period, which are the fault of the Contractor or are the result of defective material, shall be corrected at Contractor’s expense.

Default: In addition to the provisions of Section 4 of the General Conditions, in case of any default by the Contractor, the Owner may procure articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

Notice: Notices to the Contractor shall be considered delivered for the purpose of this Contract, if mailed by regular mail or hand delivered to the Contractor at the address that was given on the Contractor's bid.

Changes: Modifications to this Contract are subject to Sections 7 and 8 of the General Conditions.

Time for Performance: The Contractor shall, within ten (10) days after issuance of the Notice to Proceed, begin performance. Work to be performed by the Contractor shall be completed within the period of time stated in this Contract or in the Notice to Proceed. However the Contractor, on written notification to and approval of the Owner in its discretion, may be excused from delay charges and a performance time extension may be granted.

Damages: Liquidated damages in the amount of **\$250.00** dollars per day will be assessed against the Contractor beginning on the day following the original scheduled completion date of construction should the Contractor fail to complete the Work on time, provided that no time extension has been granted prior to the original completion date as listed on the Notice to Proceed.

Disputes: Disputes arising under this Contract shall be resolved pursuant to Section 3 of the General Conditions.

Workmanship: The work provided by the Contractor shall be executed pursuant to the plans, specifications, and/or work write-ups or other Contract documents in a sound, workman-like, and substantial manner. Materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new, unless otherwise expressly set forth in the specifications.

Supervision: The Contractor shall provide a competent supervisor who is capable of understanding the plans and specifications. The Contractor shall keep a complete set of approved plans and specifications on the job site.

Termination: This Contract may be terminated as follows:

If at any time the Contractor fails to furnish materials or execute the Work in accordance with the provisions of this Contract, fails to proceed with or complete the Work within the time limit specified in this Contract, or otherwise violates any provision of this Contract, then Owner shall have the right to terminate this Contract upon ten (10) days written notice to the Contractor. In this event, the Owner will proceed to have the Work completed and apply the cost to any money due under this Contract. The Contractor shall be responsible for any damages or added cost resulting by reason of this default.

After termination, the Contractor will be reimbursed for services rendered to the termination date upon submission to the Owner of detailed supporting documentation. The Contractor will not be entitled to profit or other compensation on services not performed.

Payments: Pay Request are due to the City by the 15th of each month. Final payment for this Contract shall be made only after final inspection, final clearance, acceptance of the Work, and the Contractor's furnishing Owner satisfactory releases of liens or claims against the Project by all Subcontractors, laborers, and material suppliers.

Non-Collusive: By submission of a bid for any portion of the Work is affirming that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

No Limitations of Indemnification: In any and all claims against the Owner, or any of its officers, agents, or employees, by any employee of the Contractor, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, the indemnification obligation under Section 1.3 of this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation, disability benefit, or other employee benefits acts.

Captions: The Captions in this Contract are for the purposes of convenience only and form no part of this Contract. In no event shall they be deemed to limit or modify the text of this Contract.

Severability: The invalidity or unenforceability of any portion(s) or provisions(s) of this Contract shall in no way affect the validity or enforceability of any other portions(s) or provision(s) thereof. Any invalid or unenforceable provision(s) shall be severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion(s) or provision(s) held to be invalid and/or unenforceable.

If any provision in this Contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract, the Parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

Limitation of Liability: The Contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of Owner.

No Waiver: The failure of either Party to insist upon strict performance of any terms, conditions, and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such Party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

Amendments: Any changes to this Contract affecting the scope of the Work must be approved in writing by the Owner and the Contractor and shall be incorporated in writing to this Contract.

Terms and Conditions: The Owner reserves the right to add or delete terms and conditions of this Contract as may be required to comply with or to reflect any revisions, additions, or changes in the requirements, regulations, and laws governing this Project.

Reporting Requirements: The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

Sanctions: If the Contractor fails or refuses to comply with the provisions set forth herein, the Owner may take any or all of the following sanctions: cancel, terminate, or suspend in whole or in any part the Contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.

Applicable Law: In addition to all applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of this Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto. Exclusive jurisdiction and venue shall be in the Sumter County, South Carolina Circuit Court.

Maintenance of Records: All records relating to this Contract and the Work (including financial records, supporting documents, and statistical records) must be retained for five years after final close-out. However, if any litigation, claim, or audit is started before the expiration of the five-year period, then records must be retained for five years after the litigation, claim, or audit is resolved.

Subcontracting with Small and Minority Firms, Women’s Business Enterprise and Labor Surplus Areas: It is national policy to award a fair share of contracts to small and minority and women’s owned businesses. Accordingly, the Contractor must take affirmative steps to assure that small, minority and women owned businesses are utilized when possible under Subcontracts or as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

Including qualified small and minority businesses on solicitation lists;

Assuring that small, minority, and women owned businesses are solicited whenever they are potential sources;

Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women owned businesses’ participation;

Where the requirement permits, establishing delivery schedules that will encourage participation by small and minority businesses; and

Using the services and assistance of the Small Business Administration, the Governor’s Office of Small and Minority Business Assistance, the Department of Commerce, and the Community Services Administration as required.

Confidential Information: Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the Owner requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Owner.

Access to Records: Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Owner and its representatives.

Prime Contractor Responsibilities: The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor to be the sole point of contact with regard to contractual matters.

Subcontracting: If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the Subcontractor and the contractual arrangements made therewith to the Owner. All Subcontracts must be approved by the Owner to insure they are not debarred or suspended by the Federal or State government and to insure that the Owner understands the arrangements.

Legal Services: No attorney-at-law shall be engaged through the use of any funds provided under this Contract in suits against the State of South Carolina or the Owner.

Political Activity: None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the “Hatch” Act.

Reporting of Fraudulent Activity: If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the Owner a subrecipient or other third parties of funds has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported to the appropriate authorities.

Equal Employment Opportunity: In carrying out the Project: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor shall post in conspicuous places, available to employees and applicants this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all Subcontracts.

The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Health and Safety.

No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall include the provisions of this paragraph in every Subcontract so that such provisions will be binding on each Subcontractor. The Contractor shall take such action with respect to any Subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Construction of this Contract.

It is agreed that the terms and conditions of the Contract shall not be construed in favor of or against either party and that both parties have legal counsel available to review this Contract in connection with this arms length transaction.

Notices.

Except as otherwise provide in this Contract, all communications required or permitted hereunder must be in writing and will be effective only when actually received by the parties. All notices shall be sent to the following individuals as set forth below:

OWNER:

Name: City of Sumter
Mr. Deron L. McCormick, City Manager
Address: 21 N. Main Street
Sumter, SC 29150
Telephone: (803) 436-2500
Facsimile: (803) 436-2615

CONTRACTOR:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and seals in duplicate the day and year written below.

OWNER

Date: _____

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

Date: _____

By: _____

Printed Name: _____

Title: _____

NOTICE TO PROCEED
ITB #18-24/25 Memorial Park Restroom Renovations
City of Sumter, South Carolina

TO:

DATE:

PROJECT DESCRIPTION: ITB #18-24/25 Memorial Park Restroom Renovations

In accordance with the Construction Agreement dated _____, you are hereby notified to commence work, on or before January 06, 2020, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore **Month XX, 2024**.

City of Sumter, South Carolina

By: _____

Jonathan Flinchum

Title: Finance Director

Attest: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____, this the ____ day of _____, 20 ____.

By: _____

Title: _____

CITY OF SUMTER CONSTRUCTION CHANGE ORDER REQUEST FORM

Change Order #: _____ PO #: _____

Date: _____

Project Name: _____

Under our CONSTRUCTION CONTRACT dated, _____, 20_____

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement: _____

_____ (Supporting Documentation attached identifying material cost, labor, and overhead & profit separately)

FOR THE Additive (Deductive) Sum of:

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order Add (Deduct) \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Construction Contract and will be performed subject to all the same terms and conditions in our Construction Contract indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to this Construction Contract shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted on this day: _____ of _____, 20_____.

Contracting Officer/Owner: CITY OF SUMTER

By: _____

Title: _____

Contractor: _____

By: _____

Title: _____

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, _____, legal counsel of the City of Sumter, South Carolina (“Owner”), do hereby certify as follows:

I have examined the attached contract between the Owner and _____, the surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is acceptable as to form and that they meet the requirements under the laws of South Carolina and the policies of the City of Sumter. I am further of the opinion that the contract documents have been duly executed by the City acting through its duly authorized representative, and that said representative has full power and authority to execute said agreements on behalf of the City; and that the foregoing agreements constitute valid and legally binding obligations upon the City in accordance with the terms, conditions and provisions thereof.

Signed By: _____

Date: _____

GENERAL CONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIEN

PROJECT: _____

LOCATION: _____

DATE: _____

Whereas _____ (Contractor) has contracted with the **City of Sumter, South Carolina** to furnish labor, services and/or materials of _____ for the above PROJECT, hereby acknowledges past receipt of \$_____, and releases all liens or claims, or right to lien on the above PROJECT as it relates to the stated amount. Upon receipt of this Pay Application #_____ for a draw request of \$_____, _____ (Contractor) will waive and release any and all liens, claims or right to lien on the above PROJECT.

BY: _____

TITLE: _____

DATE: _____

Witnessed by before me on this
_____ day of _____, 20_____

Witness #1

Witness #2

GENERAL CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

PROJECT: _____

LOCATION: _____

DATE: _____

Whereas _____ (Contractor) has contracted with the **City of Sumter, South Carolina** to furnish labor, services and/or materials of _____ for the above PROJECT, hereby acknowledges past receipt of \$ _____, and releases all liens or claims, or right to lien on the above PROJECT as it relates to the stated amount. Upon receipt of this FINAL Pay Application # _____ for a draw request of \$ _____, _____ (Contractor) will waive and release any and all liens, claims, demands, right to lien, or any other causes of action on the above PROJECT, that have or may occur under any present or future law, against the **City of Sumter** in connection with this PROJECT.

BY: _____

TITLE: _____

DATE: _____

Sworn to before me on this
____ day of _____, 20____

Notary Public Seal

My Commission Expires: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Sumter, South Carolina, hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effort.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or WORK to be performed thereunder or the SPECIFICATIONS

accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owner and the CONTRACTOR shall abridge the right-of-way beneficiary hereunder, whose claim may be unsatisfied.

IMPORTANT – Surety companies executing BONDS must be licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability."

IN WITNESS WHEREOF, this instrument is executed in _____

counterparts, each of which shall be deemed an original, this the ____ day of

_____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (SEAL)

(SEAL)

Its: _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

By: _____ (SEAL)

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, P Property Liability."

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

(Corporation, Partnership, or Individual)

Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Sumter, South Carolina, hereinafter called Owner, in

the penal sum of _____ Dollars,

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we

bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS

accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the ____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary
(SEAL)

By: _____ (SEAL)

Its: _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

By: _____ (SEAL)
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability."

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned,

_____ As Principal, and

_____ as Surety, are hereby

held and firmly bound unto the City of Sumter (“Owner”) in the penal sum of

_____ for payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, 20__ . The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with BID) and shall furnish a BOND for his faithful performance of said contract, shall furnish a BOND for the payment of all persons performing labor or furnishing materials in connection therewith, shall provide proof of insurance as required by the contract documents, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____

Surety: _____

By: _____ (SEAL)

ATTACHMENTS:

City of Sumter (OWNER)
Memorial Park
110 N. Salem Ave.
Sumter, SC 29150

Bid Package for Demolition/Reconstruction of Restrooms at Memorial Park:

- Demolition/Removal of existing bathroom building located in Memorial Park next to the parking lot.
- Demolition/Removal of existing concrete building slab.
- Demolition/Removal of all existing plumbing and electrical lines used by the existing bathroom structure.
- Demolition/Removal of existing water fountain located next to bathroom structure.
- During demolition all existing sewer, water, and underground electrical coming into the building will remain and be reused with new bathroom structure.
- Reconstruct new bathroom structure in existing location according to provided plans.
- New structure will require new footings and new concrete slab and will be block walls with brick (to be chosen by owner) veneer exterior.
- All plumbing fixtures according to plumbing schedule A 1.3 along with restroom accessories.
- Interior finish schedule specified on plans A1.3.
- Electrical as specified A1.4.
- Door schedule as specified A1.4
- Roof will be standing seem metal roof color to be chosen by owner.

Alternate to bid: Existing gazebo:

- Removal of existing wood rails and replacement with composite material railing.
- Approximately 50 feet of railing (contractor to field verify) with composite spindles and top and bottom rail to be constructed.

Clarifications:

All work to be performed Monday-Friday, 7:00am-5:30pm.
Brick to be chosen by the Owner.
Access and laydown area to be furnished by Owner.

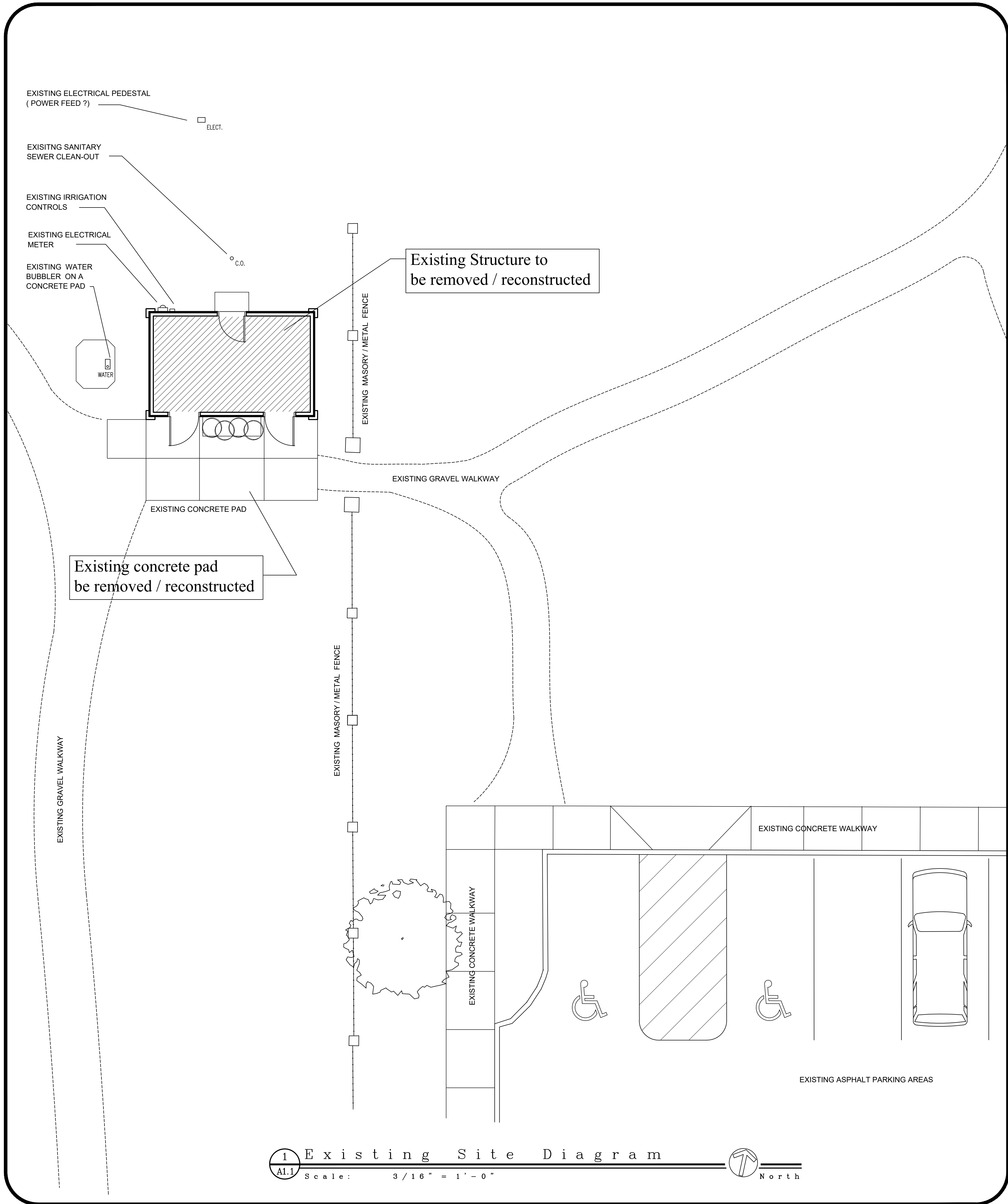
Material and Labor:

All material, labor, equipment, and supervision to demo and reconstruct bathroom will be provided by contractor.

Contractor shall assure:

1. Contractor will must possess all necessary documents prior to beginning work on City property.
2. Contractor will be required to erect and maintain all reasonable and necessary safeguards for protection of persons and property. Including but not limited to safety barriers, warnings of dangers and hazards. All safeguards and notices shall remain in place until completion of the work.
3. Contractor shall not delegate nor subcontract any performance of the work without prior written consent of the City's Construction Department.
4. Contractor shall include all materials and labor as to provide a 100% complete job.
5. All materials are to be installed in a good workmanship manner, free from defects.
6. Contractor will install all components according to manufactures specifications and instructions.
7. Contractor shall provide the owner with all warranty information. This must be submitted in a binder.
8. Contractor must install and complete the project within **150** calendar days after notice to proceed is issued.
9. Contractor will remove all debris from the site.
10. The Owner is requiring the Contractor to submit a final and unconditional lien wavier for the Prime Contractor and all Sub-Contractors.
11. Before starting the project, the Contractor shall furnish one or more Certificates of Insurance, in a form acceptable to the City. Please contact the City's Procurement Agent, Tony Butts at (803) 774-5197 for insurance requirement information.

A Mandatory pre-bid to view existing conditions prior to submitting bid is September 17, 2024 at 10:00 AM at the job site.



R/S Bell
ARCHITECTS
LLC

134 N. Main Street
Sumter, South Carolina
803 774-3025

Index of Drawings

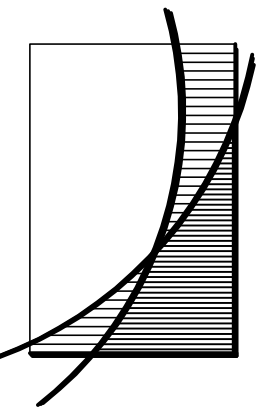
- A 1.1 TITLE SHEET / SITE DIAGRAM
- A 1.2 DEMO PLAN - EXISTING STRUCTURE
- A 1.3 PROPOSED FLOOR PLANS / INTERIOR ELEVATIONS / SCHEDULES
- A 1.4 PROPOSED ELEVATIONS / BUILDING SECTION / WALL SECTION

Restroom
Replacement for:

Memorial Park

City of Sumter

407 W. Hampton Street
Sumter, South Carolina



R/S Bell
ARCHITECTS
LLC

134 N. Main Street
Sumter, South Carolina
803 774-3025

Date:
August 15, 2024

Restroom
Replacement for:
Memorial Park
City of Sumter

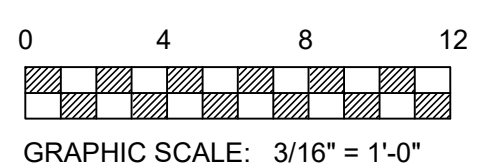
407 W. Hampton Street
Sumter, South Carolina

Title Sheet
Site Diagram

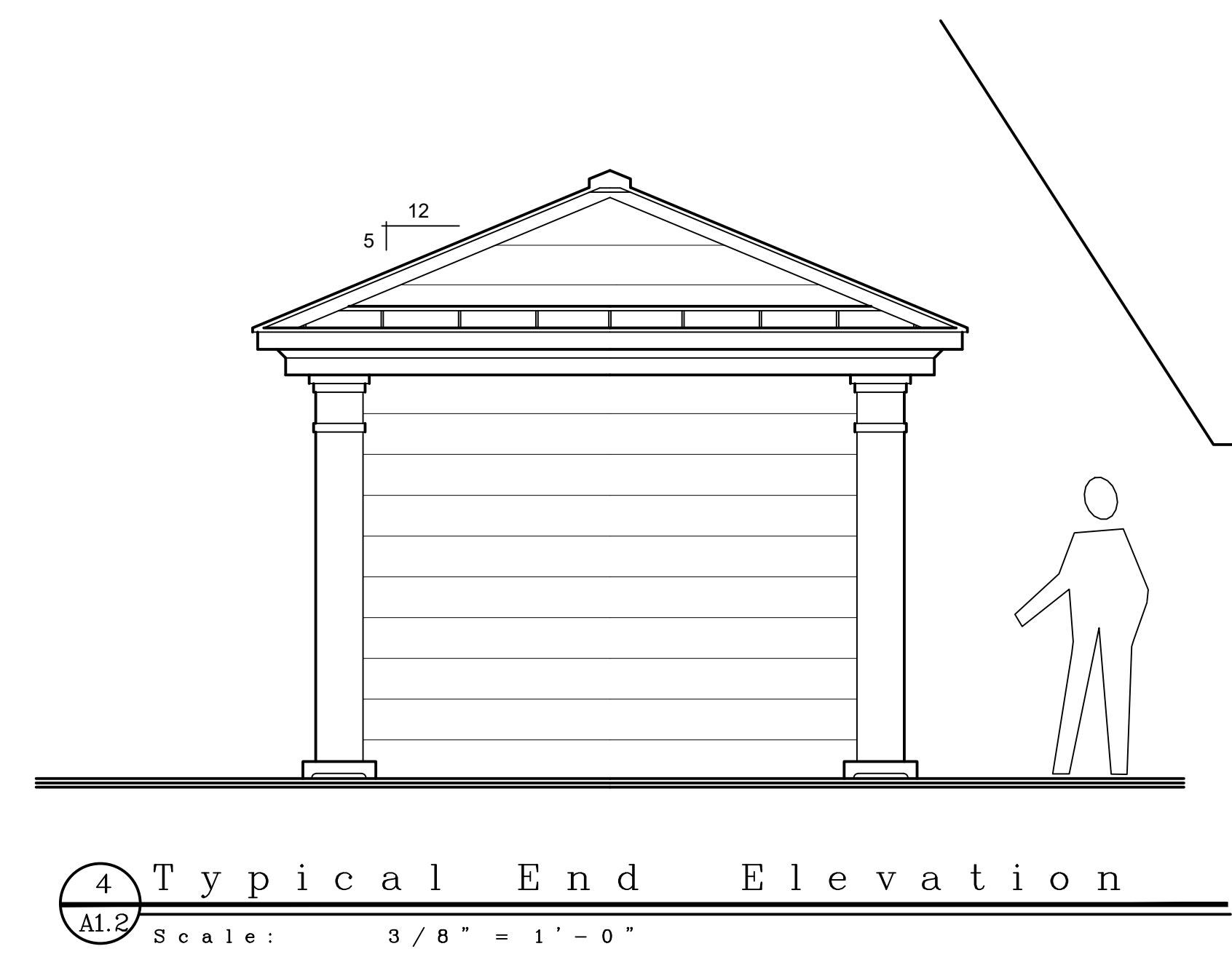
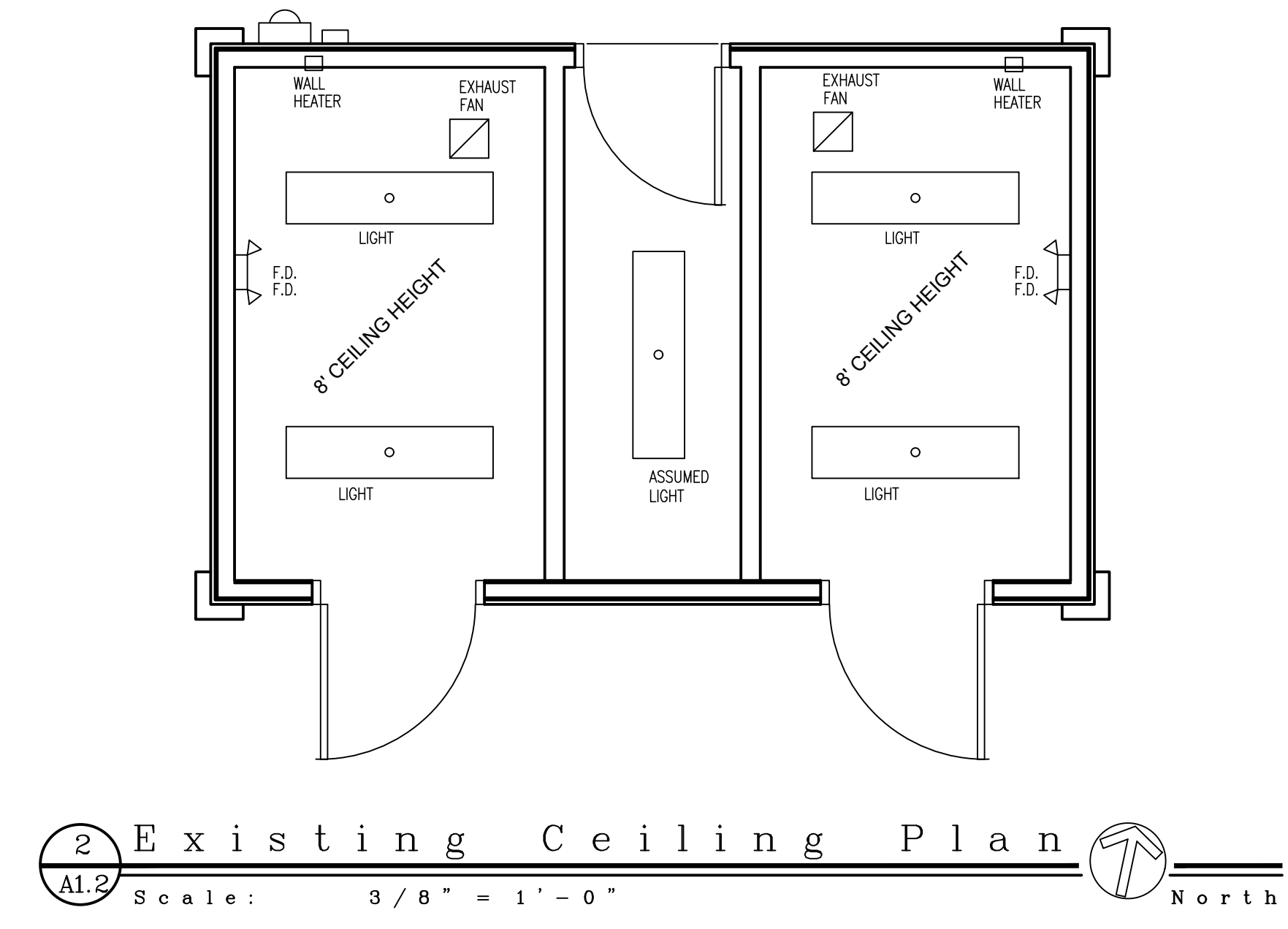
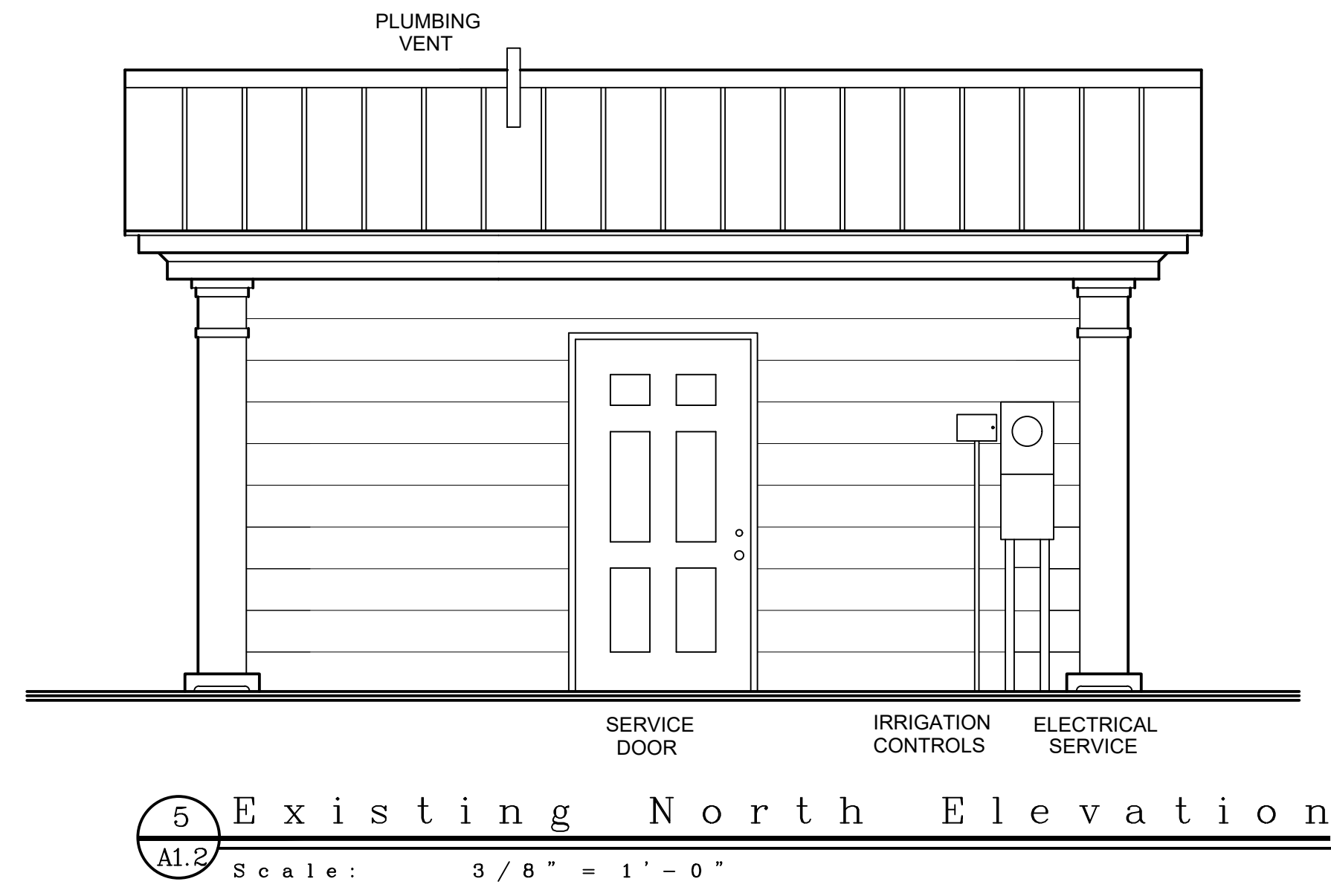
Scale:
3/16" = 1'-0"

Project No. : 24-014
File No. : 68-979904

Revisions:

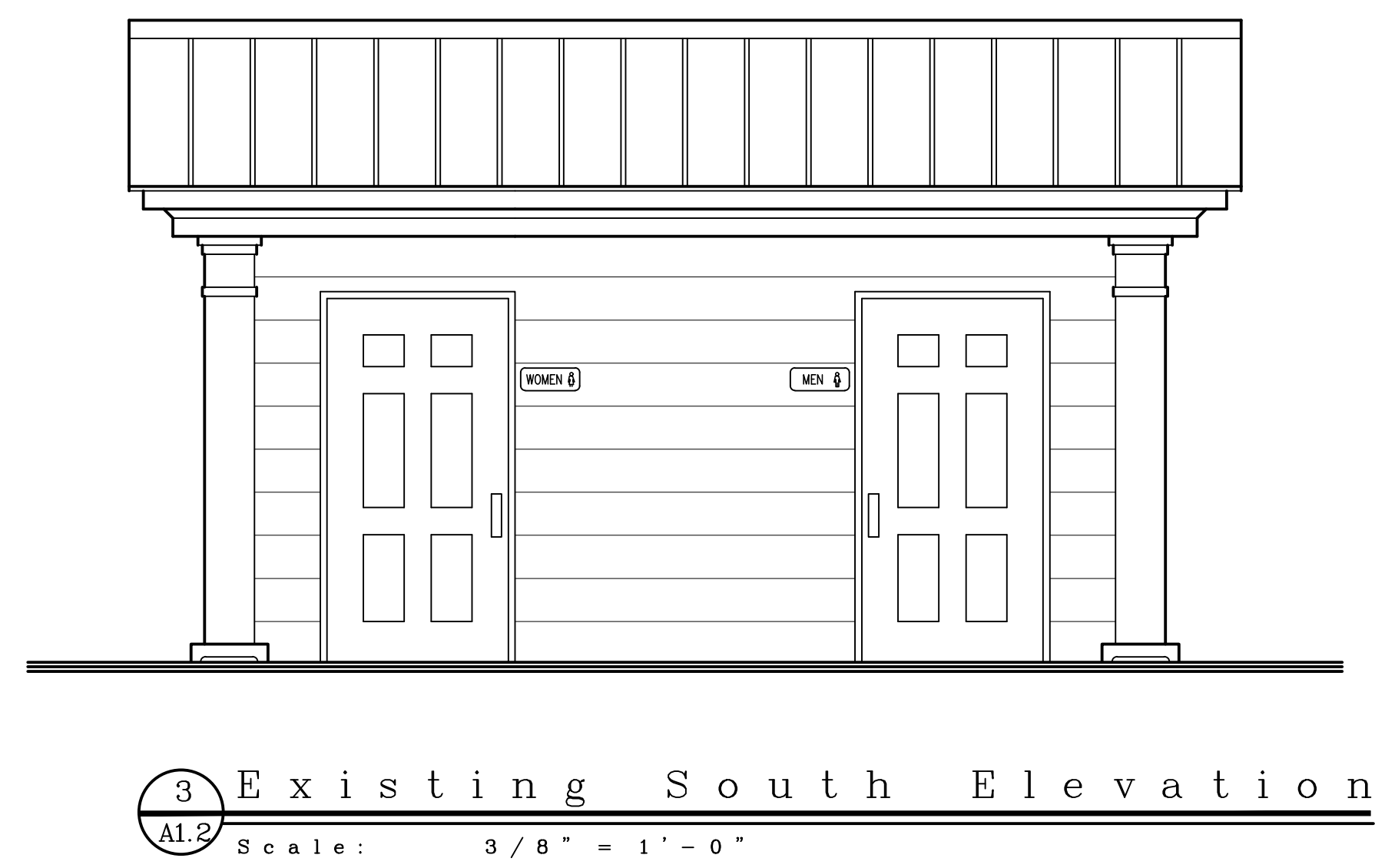
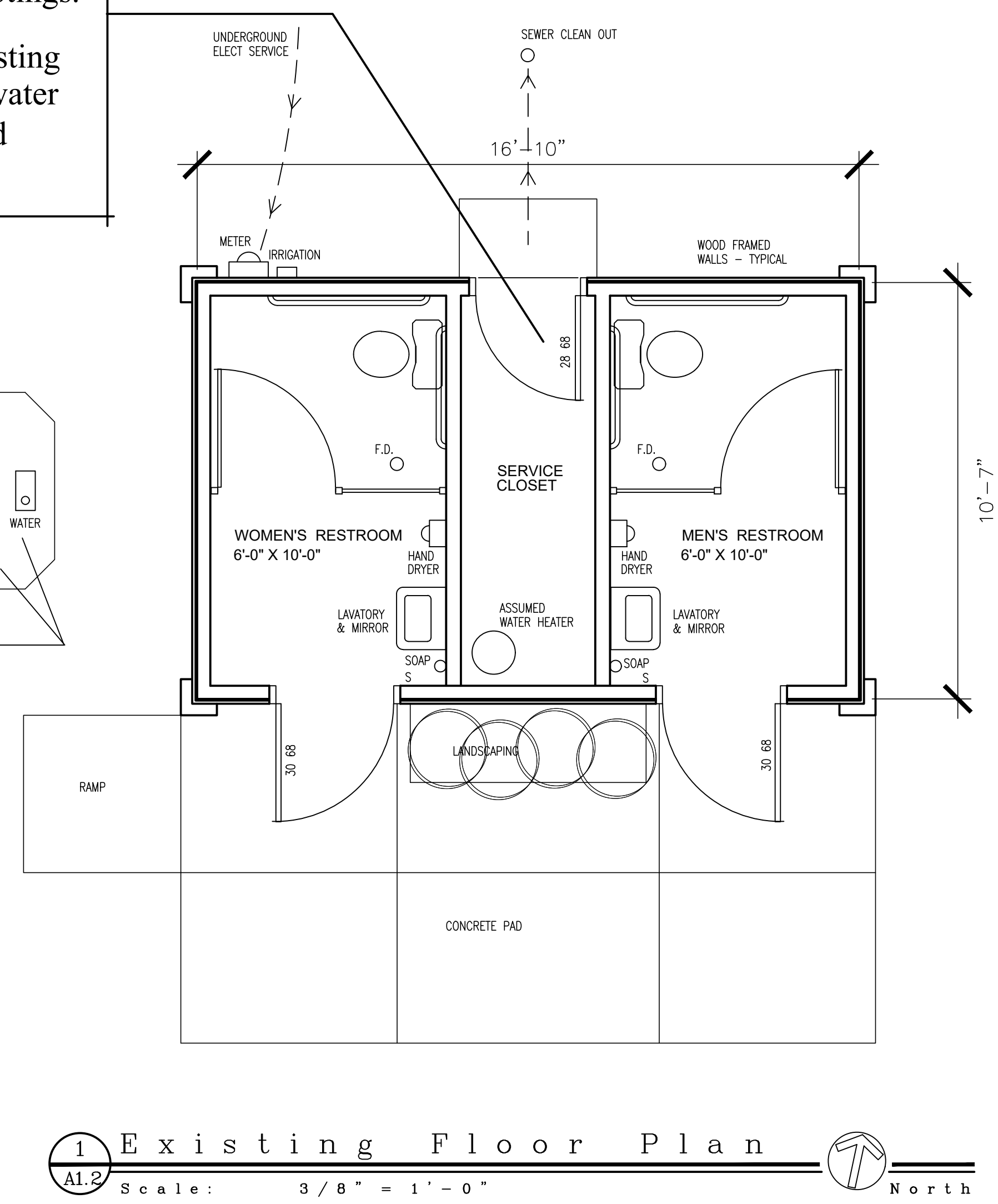
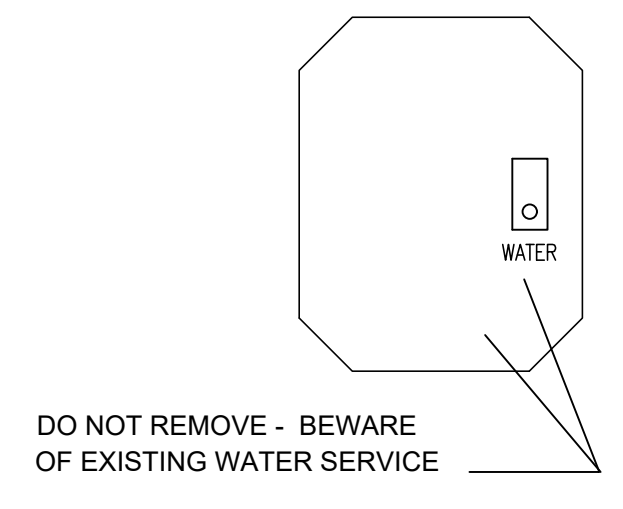


Sheet:
A 1.1



Existing Structure to be removed complete - including slab and footings.

Beware and reuse existing site sewer lines, site water lines and underground electrical service.



Date: August 15, 2024

Restroom Replacement for:
 Memorial Park Plotter
 City of Sumter

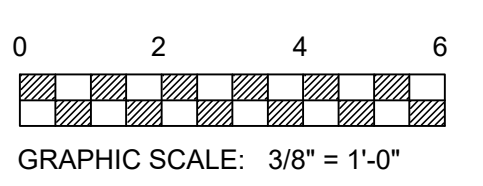
407 W. Hampton Street
 Sumter, South Carolina

Existing Structure

Scale:
 3/8" = 1'-0"

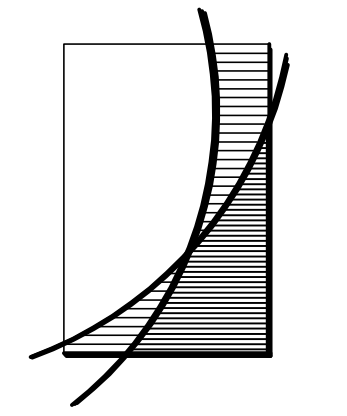
Project No. : 24-014
 File No. : 68-979904

Revisions:



Sheet:

A 1.2



RS Bell
ARCHITECTS
LLC
134 N. Main Street
Sumter, South Carolina
803 774-3025

Date: _____
August 15, 2024

Restroom Replacement for:
Memorial Park Plotter
City of Sumter

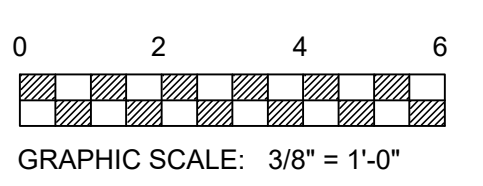
407 W. Hampton Street
Sumter, South Carolina

Proposed Structure Plans

Scale:
3/8" = 1'-0"

Project No. : 24-014
File No. : 68-979904

Revisions:



Sheet:

A 1.3

ADA FIXTURE MOUNTING HEIGHTS	
HANDICAPPED LAVATORIES (MEASURED FROM FLOOR TO RIM)	34" MAX.
HANDICAPPED WATER CLOSETS (MEASURED FROM FLOOR TO TOP OF SEAT)	17" TO 19"
HANDICAPPED GRAB BARS (MEASURED FROM FLOOR TO CENTERLINE OF BAR)	33" - 36"
HANDICAPPED PAPER TOWEL DISPENSERS (MEASURED FROM FLOOR TO TOWEL SLOT)	48" MAX
HANDICAPPED TOILET TISSUE DISPENSER (MEASURED FROM FLOOR TO CENTERLINE OF ROLL)	14" - 19"
HANDICAPPED SOAP DISPENSER (MEASURED FROM FLOOR TO CENTER OF BUTTON)	48" MAX
HANDICAPPED MIRRORS (MEASURED FROM FLOOR TO BOTTOM OF MIRROR)	40" MAX
ALSO SEE ADJACENT / TYPICAL DIAGRAMS	

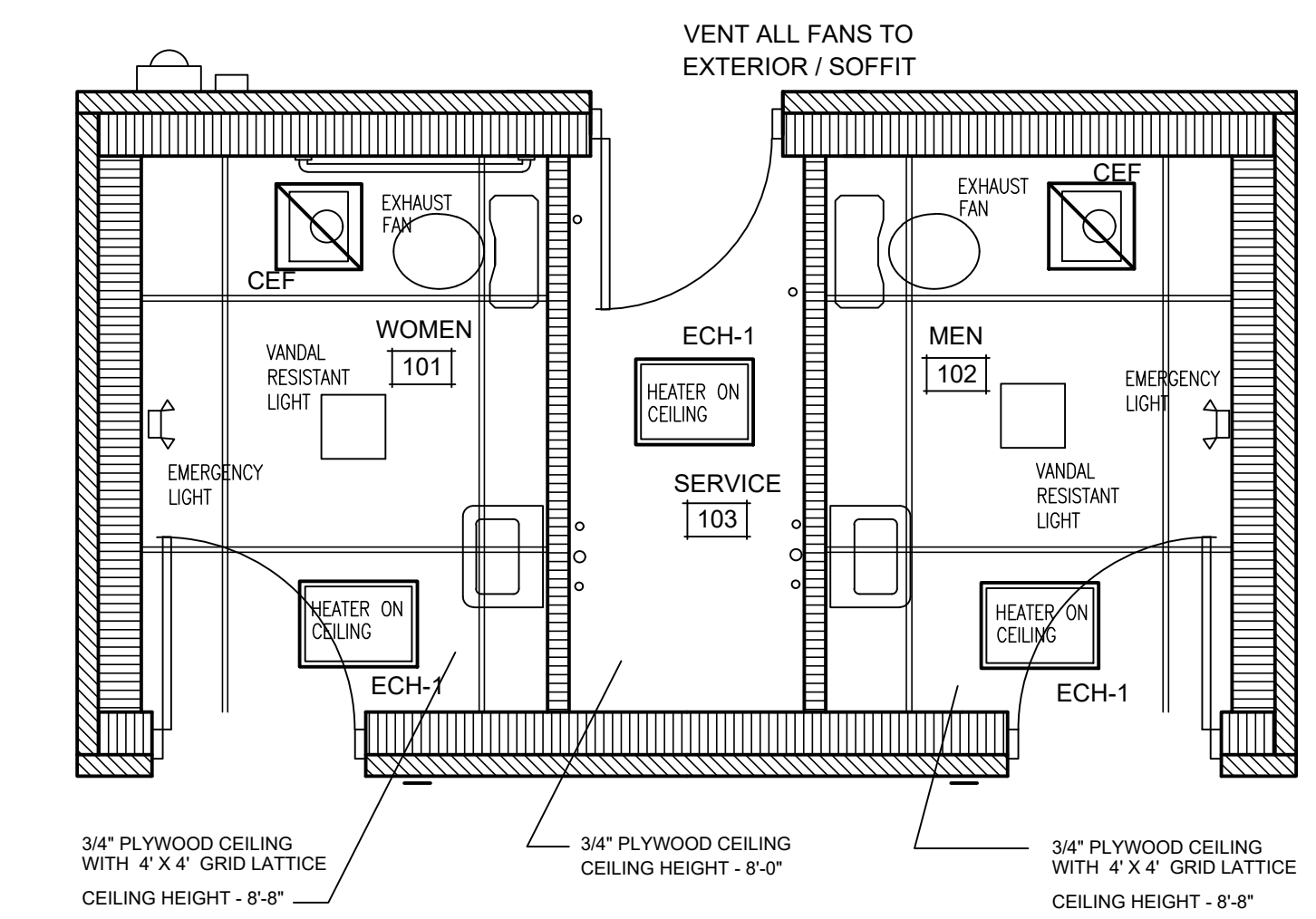
PLUMBING SCHEDULE					
SYMBOL	FIXTURE DESCRIPTION	CONNECTIONS			NOTES
		CW	HW	WASTE	
P-1	TANK TYPE WATER CLOSET - HANDICAPPED	1/2"	-	4"	ADA AMERICAN STANDARD, CADET ENLONGATED WATER SAVER TOILET. 18" RIM HEIGHT, WHITE, OPEN FRONT SEAT
P-2	WALL HUNG LAVATORY	1/2"	1/2"	1 1/4"	BARRIER FREE ADA, AMERICAN STANDARD, ADA FAUCET- 4" CENTERS, 19" X 17" PIPE GUARD SHROUD, HEAVY DUTY CONCEALED CARRIERS
P-3	WATER HEATER HOT WATER HEATER	1/2"	1/2"		RECYCLE / REINSTALL EXISTING

Plumbing Notes

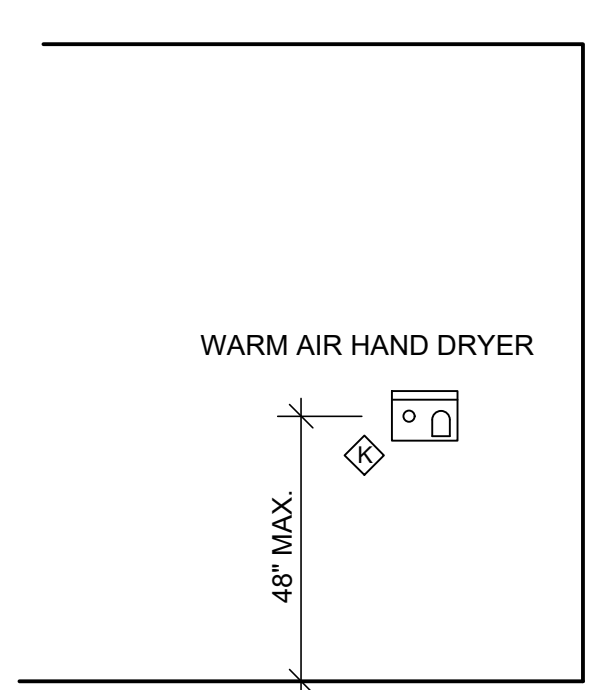
- INSTALL ALL SUPPLY, WASTE, AND VENT PIPES IN WALLS UNLESS SHOWN OTHERWISE.
- COORDINATE PLUMBING WITH OTHER TRADES TO AVOID INTERFERENCE AND CONFLICT.
- CONTRACTOR SHALL ROUGH-IN ALL SUPPLY AND WASTE LINES FOR FIXTURES ACCORDING TO MANUFACTURERS SHOP DRAWINGS.
- ALL SUPPLIES SHALL BE VALVED
- ALL WATER PIPING TO BE INSULATED WITH FIBERGLASS WRAP.
- INSTALL ADA SHROUD ON PIPES AT H/C LAVATORY
- INSTALL DIELECTRIC UNIONS AT DISSIMILAR METALS
- ALL PIPE TO BE PVC OR CPVC.
- ALL PIPE THAT PENETRATES STRUCTURE OR CONCRETE SHALL BE SLEEVED.
- PROVIDE AND INSTALL COMPATIBLE PIPE HANGARS, RODS, AND INSERTS. NO STRAPS, BANDS, OR WIRE IS PERMITTED.
- WALL HUNG LAVATORY SHALL USE HEAVY DUTY CONCEALED CARRIER.
- ALL HOT AND COLD PLUMBING FIXTURES TO HAVE AIR CHAMBERS ONE SIZE LARGER THAN SUPPLY LINE.
- VENT THRU ROOF ON BACK SIDE OF RIDGE
- (VERIFY LOCATION / SIZE) AND TIE TO EXISTING 4" SANITARY SEWER LINE IN EXISTING CRAWL SPACE.
- (VERIFY LOCATION / SIZE) AND TIE TO EXISTING 3/4" (?) WATER LINE

INTERIOR FINISH SCHEDULE					
#	DESCRIPTION	FLOOR	WALLS	CEILING	TRIM
101	WOMEN'S RESTROOM	CONCRETE SLAB	PAINTED C.M.U.	PAINTED PLYWOOD WITH PAINTED FURRING STRIPS AT JOINTS	BASE - PAINTED 1 X 6 CROWN - PAINTED 1 X 4
102	MEN'S RESTROOM	CONCRETE SLAB	PAINTED C.M.U.	PAINTED PLYWOOD WITH PAINTED FURRING STRIPS AT JOINTS	BASE - PAINTED 1 X 6 CROWN - PAINTED 1 X 4
103	SERVICE CLOSET	CONCRETE SLAB	PAINTED C.M.U.	PAINTED PLYWOOD	NONE

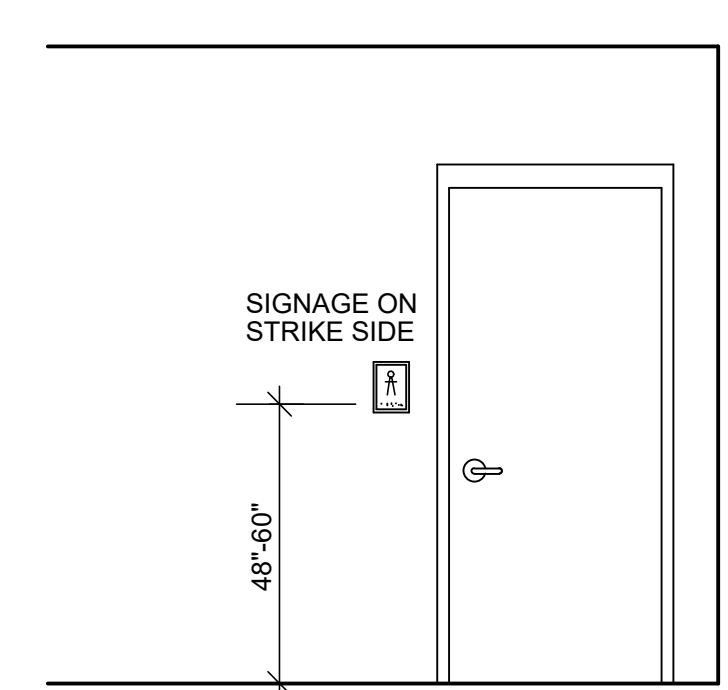
RESTROOM ACCESSORIES		
DESCRIPTION	NUMBER	REQD.
TOILET TISSUE HOLDERS	2	
36" HORIZONTAL ADA GRAB BARS	2	
42" HORIZONTAL ADA GRAB BARS	2	
18" VERTICAL ADA GRAB BARS	2	
24" X 42" FRAMED MIRRORS	2	
ADA SHROUD ON LAVATORY PIPES	2	
FEMININE WASTE CONTAINER	1	
WALL MOUNTED SOAP DISPENSERS	2	
MEN'S ROOM ADA DOOR SIGNAGE	1	
WOMEN'S ROOM ADA DOOR SIGNAGE	1	
PAPER TOWEL DISPENSER	2	



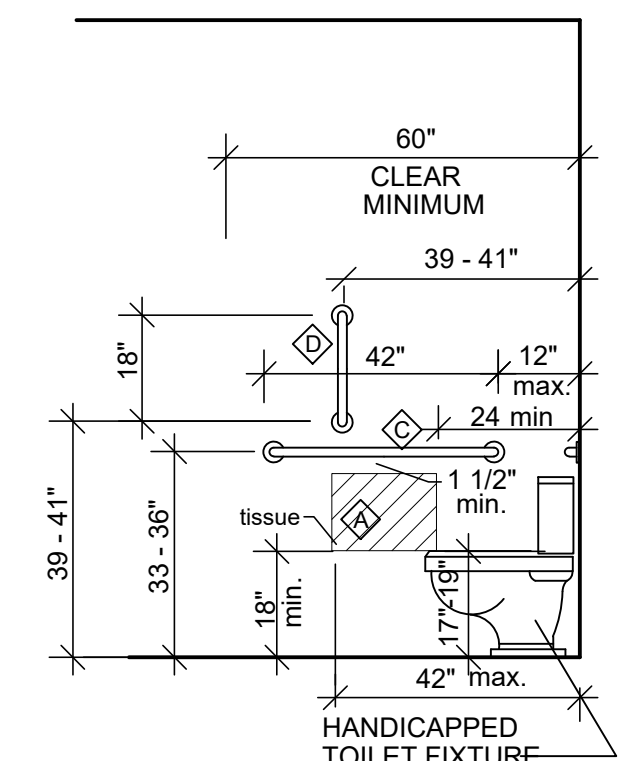
1 Proposed Ceiling Plan
Scale: 3/8" = 1'-0"
North



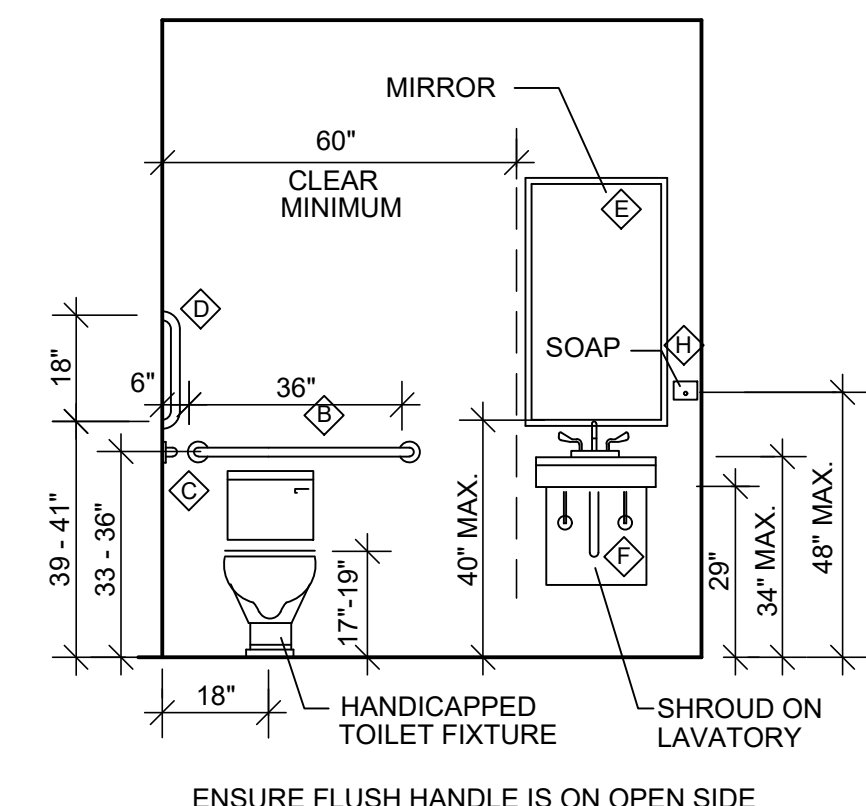
6 Typical ADA Hand Dryer
Scale: 3/8" = 1'-0"



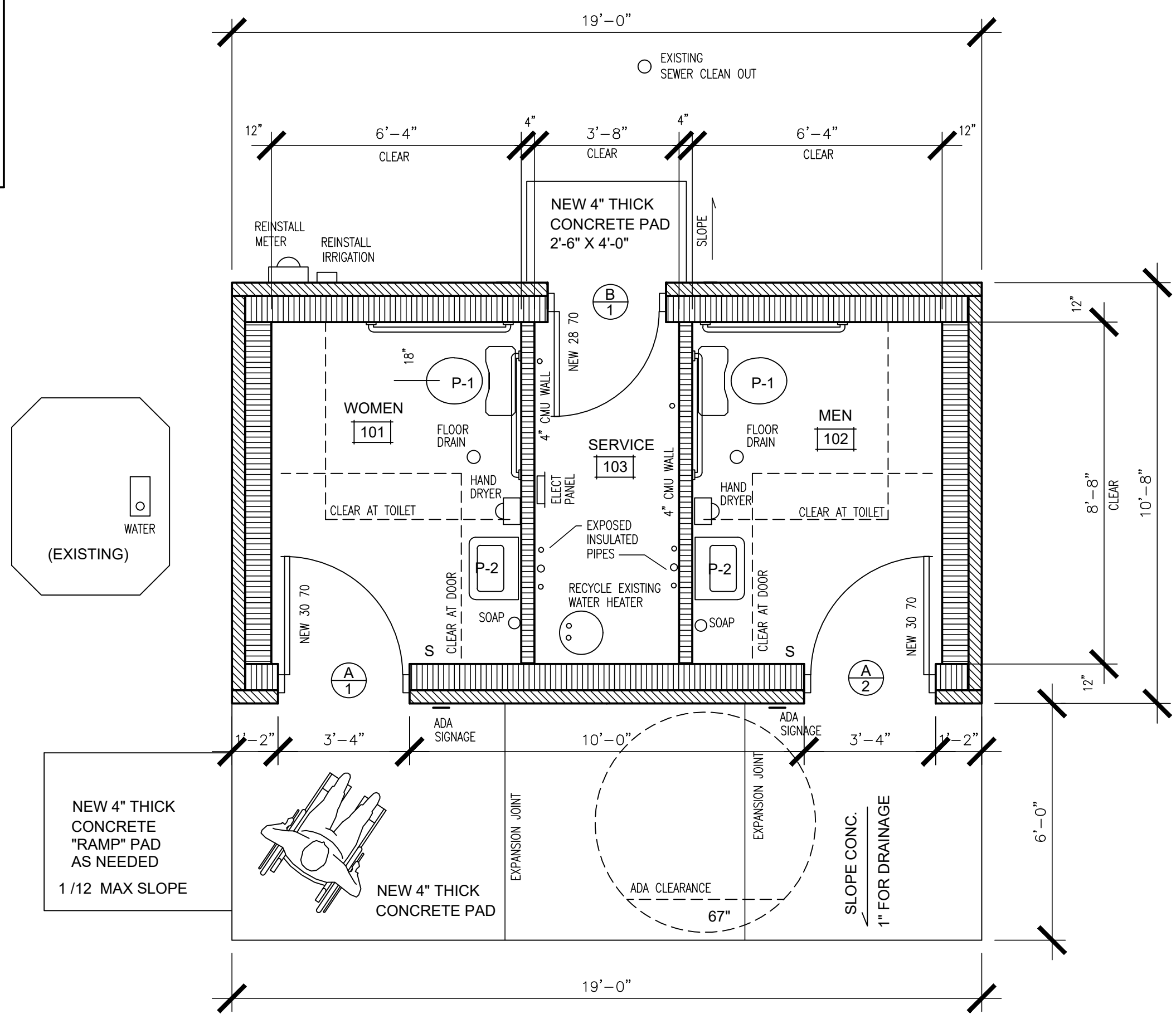
5 Typical ADA Door Signage
Scale: 3/8" = 1'-0"



4 Typical ADA Toilet Room
Scale: 3/8" = 1'-0"



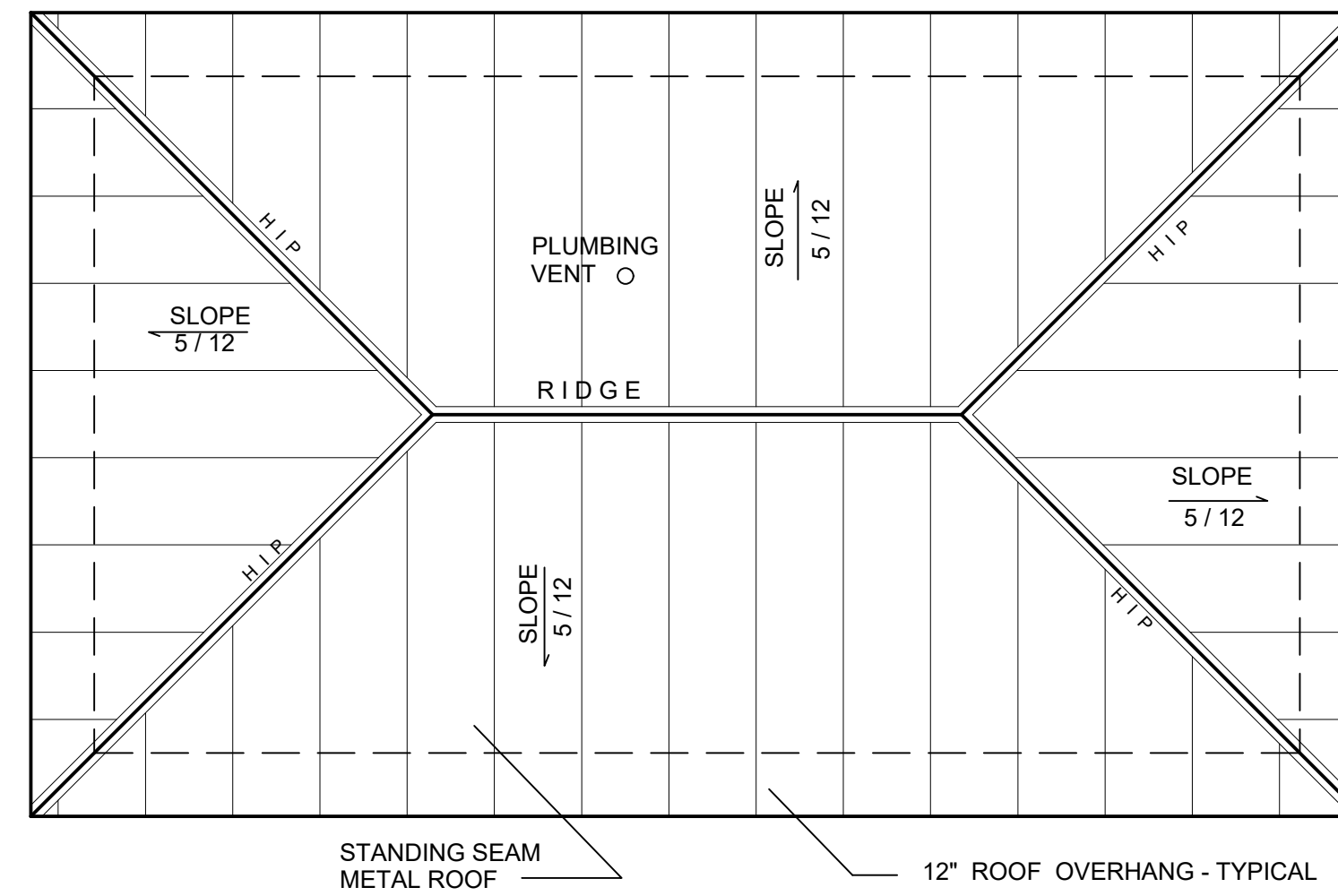
3 Typical ADA Toilet Room
Scale: 3/8" = 1'-0"



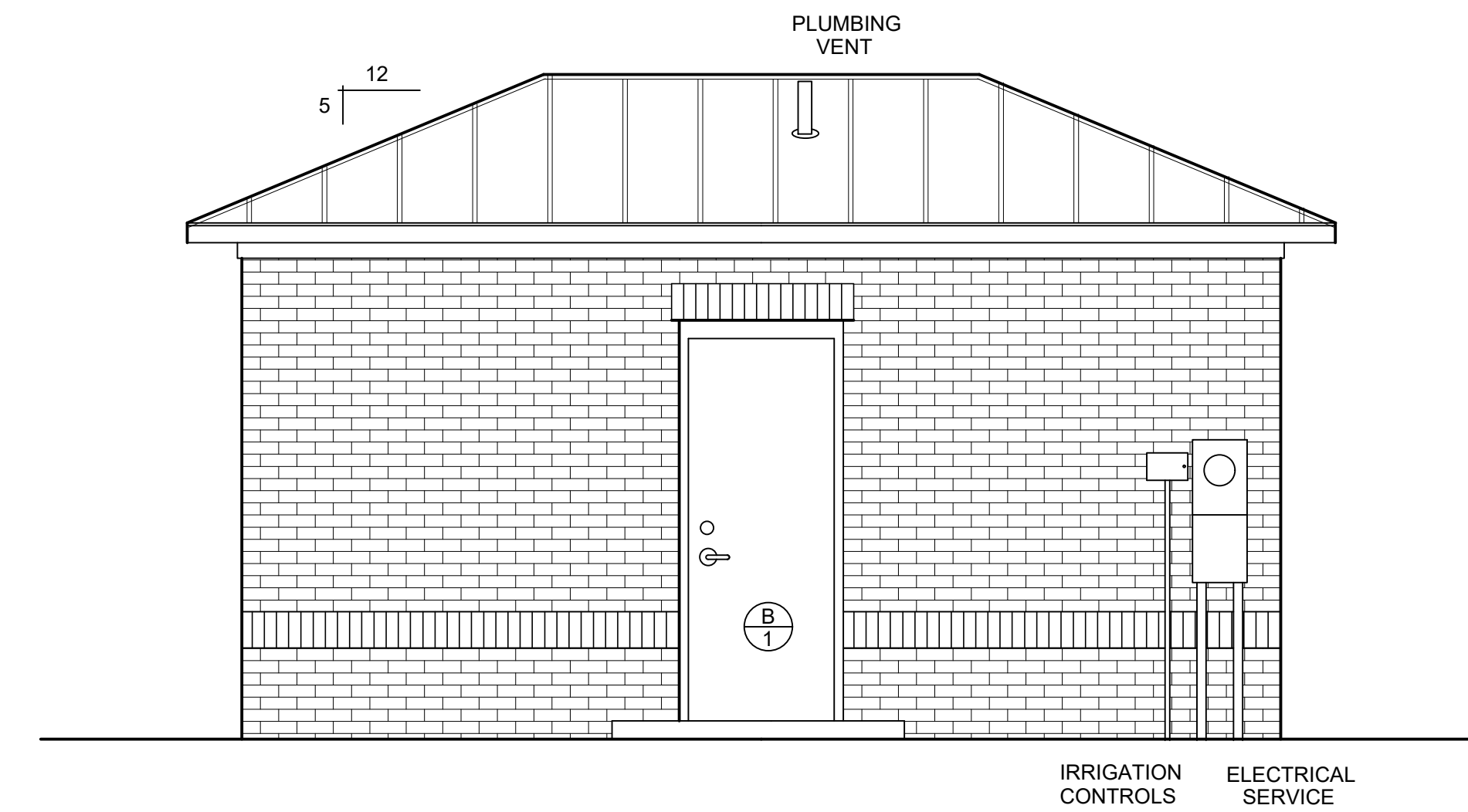
1 Proposed Floor Plan
Scale: 3/8" = 1'-0"
North

ELECTRIC HEATER SCHEDULE									
SYMBOL	MFGR.	MODEL NO.	TYPE	INPUT KW	VOLTAGE CHAR.	STAGE	AMPS	WEIGHT (LBS.)	REMARKS
ECH-1	MARKEL	3380	CEILING	1.5	120-1-60	1	12.5	25	1, 2, 3
1. FURNISH WITH INTEGRAL DISCONNECT. 2. FURNISH WITH TAMPER-PROOF THERMOSTAT. 3. FURNISH WITH FULL RECESS MOUNTING KIT.									

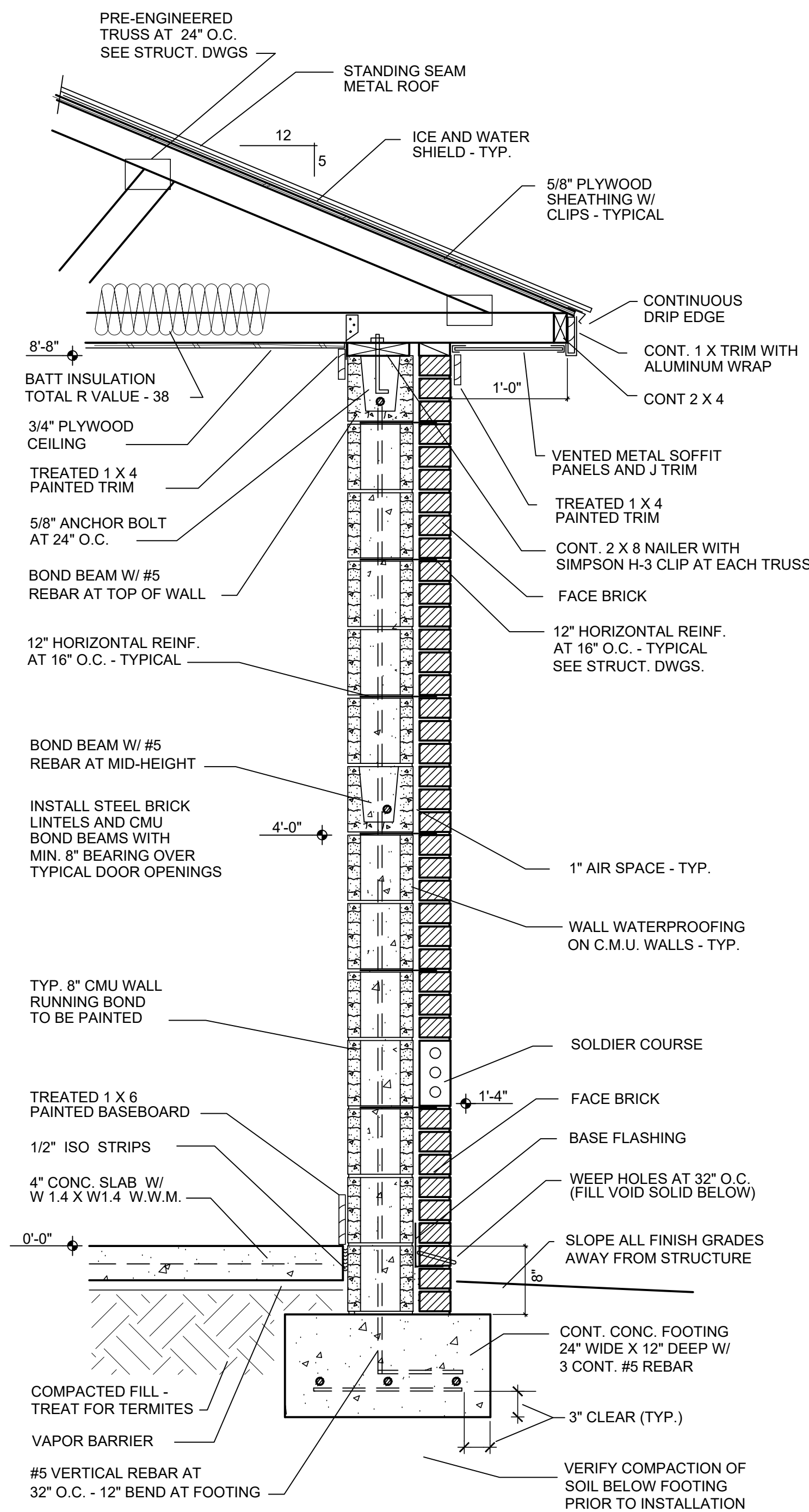
VENTILATING EQUIPMENT SCHEDULE						
SYMBOL	MFGR.	MODEL NO.	CAPACITY	MOTOR	TYPE FAN	CONTROLS
CEF	GREENHECK	SP-A90	80 CFM	120-1-60 0.14 AMPS	CABINET CEILING	LIGHT SWITCH



6 Proposed Roof Plan
 A1.4 Scale: 3/8" = 1'-0" North

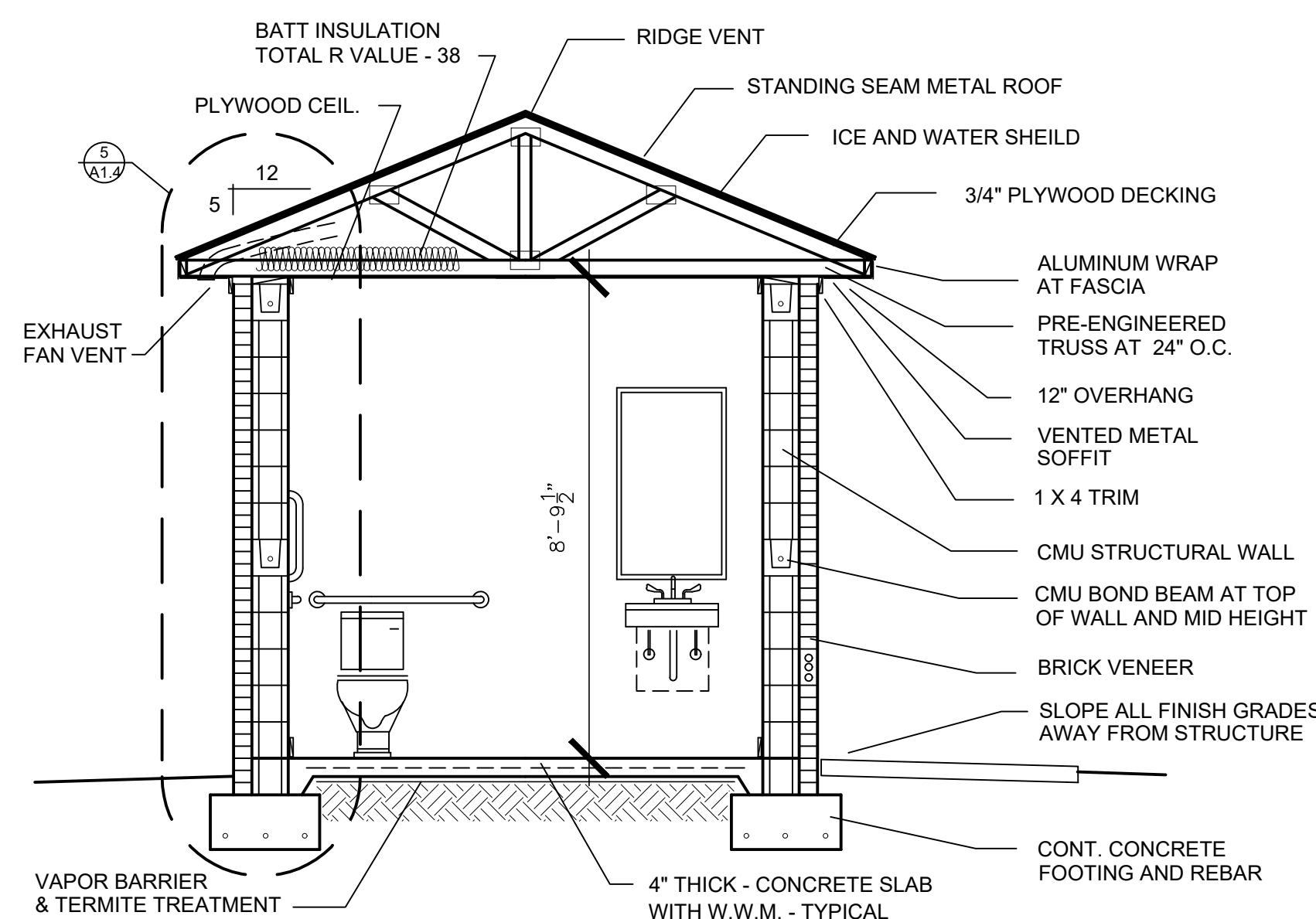


3 Proposed North Elevation
 A1.4 Scale: 3/8" = 1'-0"

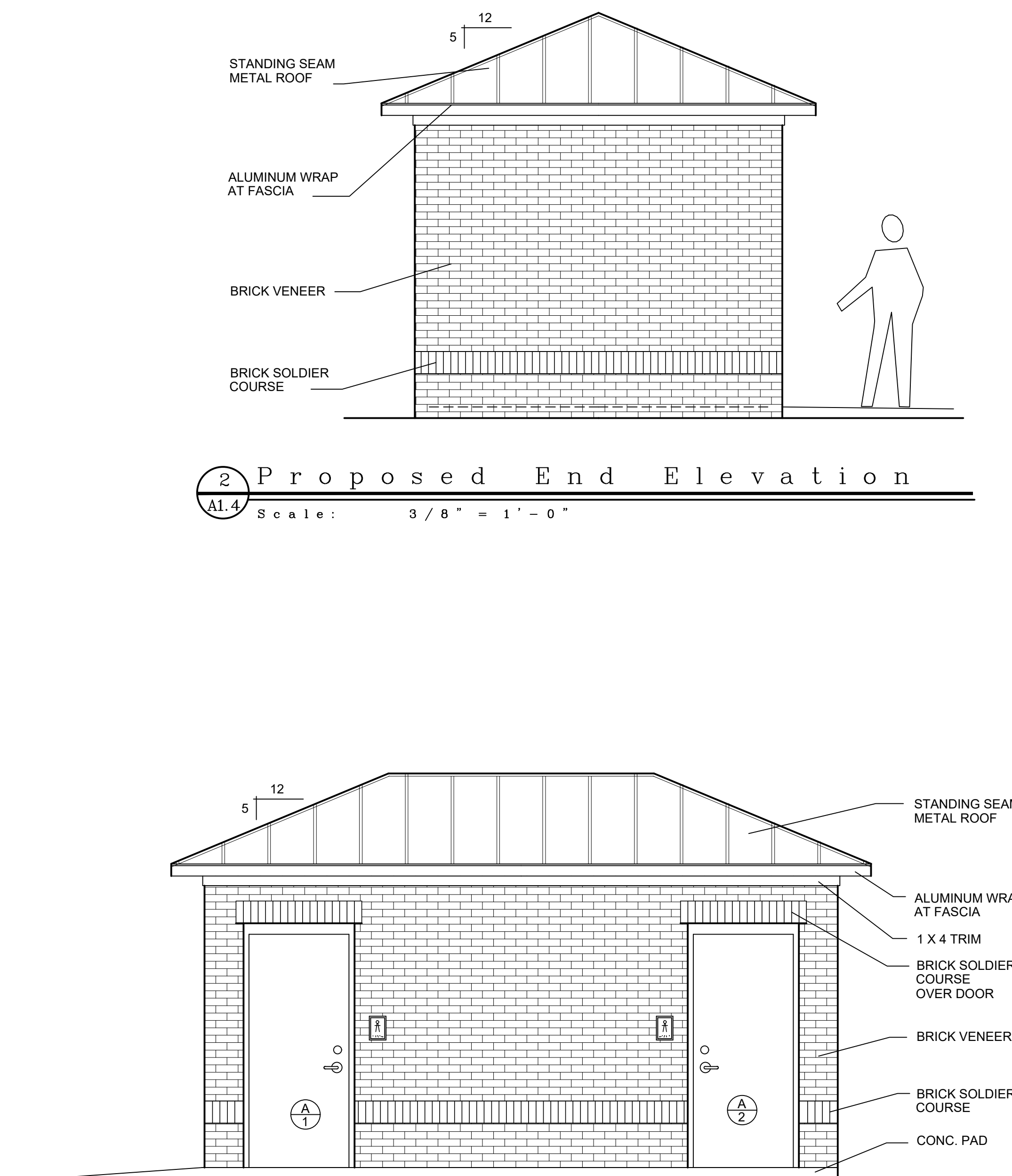


5 Wall Section
 A1.4 Scale: 1" = 1'-0"

DOOR SCHEDULE	
MARK	A
SIZE	7'-0" x 3'-0" x 1 3/4"
TYPE	16 GAGE INSULATED METAL DOOR - SINGLE DOOR - SINGLE SWING
MFGR.	STEELCRAFT OR APPROVED EQUAL
FRAME	16 GAGE HOLLOW METAL FRAME
MFGR.	STEELCRAFT OR APPROVED EQUAL
RATING	NONE
LITE	NONE
NOTES	TO BE INSTALLED IN A CMU / BRICK WALL SYSTEM 4" HEAD FOR MASONRY COURSING
HARDWARE	HD HINGES, SILENCERS, CLOSER, WALL STOP TOILET ROOM LEVER LOCKSET, DEADBOLT, KICKPLATE
MARK	B
SIZE	7'-0" x 2'-8" x 1 3/4"
TYPE	16 GAGE INSULATED METAL DOOR - SINGLE DOOR - SINGLE SWING
MFGR.	STEELCRAFT OR APPROVED EQUAL
FRAME	16 GAGE HOLLOW METAL FRAME
MFGR.	STEELCRAFT OR APPROVED EQUAL
RATING	NONE
LITE	NONE
NOTES	TO BE INSTALLED IN A CMU / BRICK WALL SYSTEM 4" HEAD FOR MASONRY COURSING
HARDWARE	HD HINGES, SILENCERS, CLOSER, WALL STOP STORE ROOM LEVER LOCKSET, DEADBOLT



4 Proposed Building Section
 A1.4 Scale: 3/8" = 1'-0"



2 Proposed End Elevation
 A1.4 Scale: 3/8" = 1'-0"

1 Proposed South Elevation
 A1.4 Scale: 3/8" = 1'-0"

Date: August 15, 2024

Restroom Replacement for:
 Memorial Park Plotter
 City of Sumter

407 W. Hampton Street
 Sumter, South Carolina

Proposed Structure Elevations & Details

Scale: 3/8" = 1'-0"

Project No. : 24-014
 File No. : 68-979904

Revisions:

Sheet: A 1.4