



September 6, 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 Wednesday, October 2, 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 VISIT AT THE PROJECT SITE IS REQUIRED. BIDS SUBMITTED WITHOUT VISITING THE WORK SITE WILL BE DEEMED UNRESPONSIVE. CONTACT PROJECT MANAGER FOR DETAILS.**

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

*ALL BIDS MUST SPECIFY PER UNIT COST WHEN SHOWN IN SPECIFICATIONS, IF APPLICABLE. PROVIDE LUMP SUM ONLY IF YOU CANNOT PROVIDE UNIT COST.

*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
RBP #01 – 24/25: Riley Ballpark Renovations-Phase 2

The bid ITB number and name must appear on the envelope. Please direct questions concerning specifications/items, to Project Manager Brock McDaniel (803) 468-6832 or email: bmcdaniel@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: RBP #01 – 24/25

NAME OF BID: Riley Ballpark Renovations-Phase 2

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

MANDATORY SITE VISIT: CONTACT BROCK MCDANIEL (803) 468-6832 OR: bmcDaniel@sumtersc.gov

MAIL, OVERNIGHT OR HAND CARRY TO:

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept.

21 N. Main Street

Sumter, SC 29150

RBP #01 – 24/25: Riley Ballpark Renovations-Phase 2

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 TONY BUTTS (tbutts@sumtersc.gov).

TOTAL COST FOR LANDSCAPE & IRRIGATION: \$ _____

TOTAL COST FOR FENCING, BULLPEN DUGOUT ANNEX, & CHAIN-LINK FENCING:
\$ _____

TOTAL COST FOR DUGOUT RENOVATION: \$ _____

TOTAL COST FOR FLAGPOLE: \$ _____

TOTAL COST FOR ALTERNATE 1 – BATTERS EYE: \$ _____

PROJECT MUST BE COMPLETED BY JANUARY 20, 2025 (SEE SPECIAL INSTRUCTIONS, PAGE 27)

**Project Manager: City of Sumter – Brock McDaniel
 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: _____

EMAIL: _____

FEDERAL ID (TAX ID) NO: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

AUTHORIZED (PRINTED): _____

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: **RBP #01 – 24/25: Riley Ballpark Renovations-Phase 2**. 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.

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 **RILEY BALLPARK RENOVATION – PHASE 2** and located at 655 Church Street in Sumter County, South Carolina 29150 (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 <<date of plans>> 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 <<time to completion>> 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 **\$1,000.00** 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.

Retainage: For each progress payment made prior to Substantial Completion of the work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: The percentage amount to be withheld as retainage from each application of payment will be ten percent (10%).

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 provision(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
RBP #01-24/25 Riley Ballpark Renovations – Phase 2
City of Sumter, South Carolina

TO:

DATE:

PROJECT DESCRIPTION: RBP #01-24/25 Riley Ballpark Renovations – Phase 2

In accordance with the Construction Agreement dated _____, you are hereby notified to commence work, on or before _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore (DATE): _____.

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_____.

Sign: _____

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:

Scope of Work/Special Conditions

Riley Park Dugout Renovations - Contractor Design Build Phase.

Design and permit all interior dugout/restroom upfits. Required Items are listed below

- Demo and remove all bathroom fixtures and flooring.
- Clean all dugout and bathroom floors
- Repaint interior cinder blocks, posts and face of dugouts.
 - Sherwin Williams LOW VOC premium Paint – Color will be provided by Owner upon bid award.
- Stairs to remain concrete.
- Provide a new cutout and basin for a ½ HP sump pump, tied to a switch. Provide ¾” drain piping to outfall onto synthetic turf for drainage. The sump pump will be used to drain the dugout during heavy rain events
- Provide new rubber flooring for the dugout and bathroom area, minimum ½” thick rubber flooring that is able to be removed as needed.
- Install new stainless steel toilet and stainless steel sink in the dugout bathrooms
- Owner Provided / Contractor install toilet tissue dispenser for each bathroom
- Owner Provided / Contractor install paper towel roll dispenser for each bathroom
- Owner Provided / Contractor install a vertically oriented soap dispenser for each bathroom
- Provide an unbreakable mirror in each dugout bathroom
- Repair plumbing as needed in each bathroom
- Ensure the bathroom area drain is working and in proper order
- Provide new dugout and bathroom integrated LED strip lighting, no bulbs
- Shop drawings will be required for the dugout/bathroom renovations and cutsheets of all proposed materials.
- Cabinet / Storage Cubby finishing work

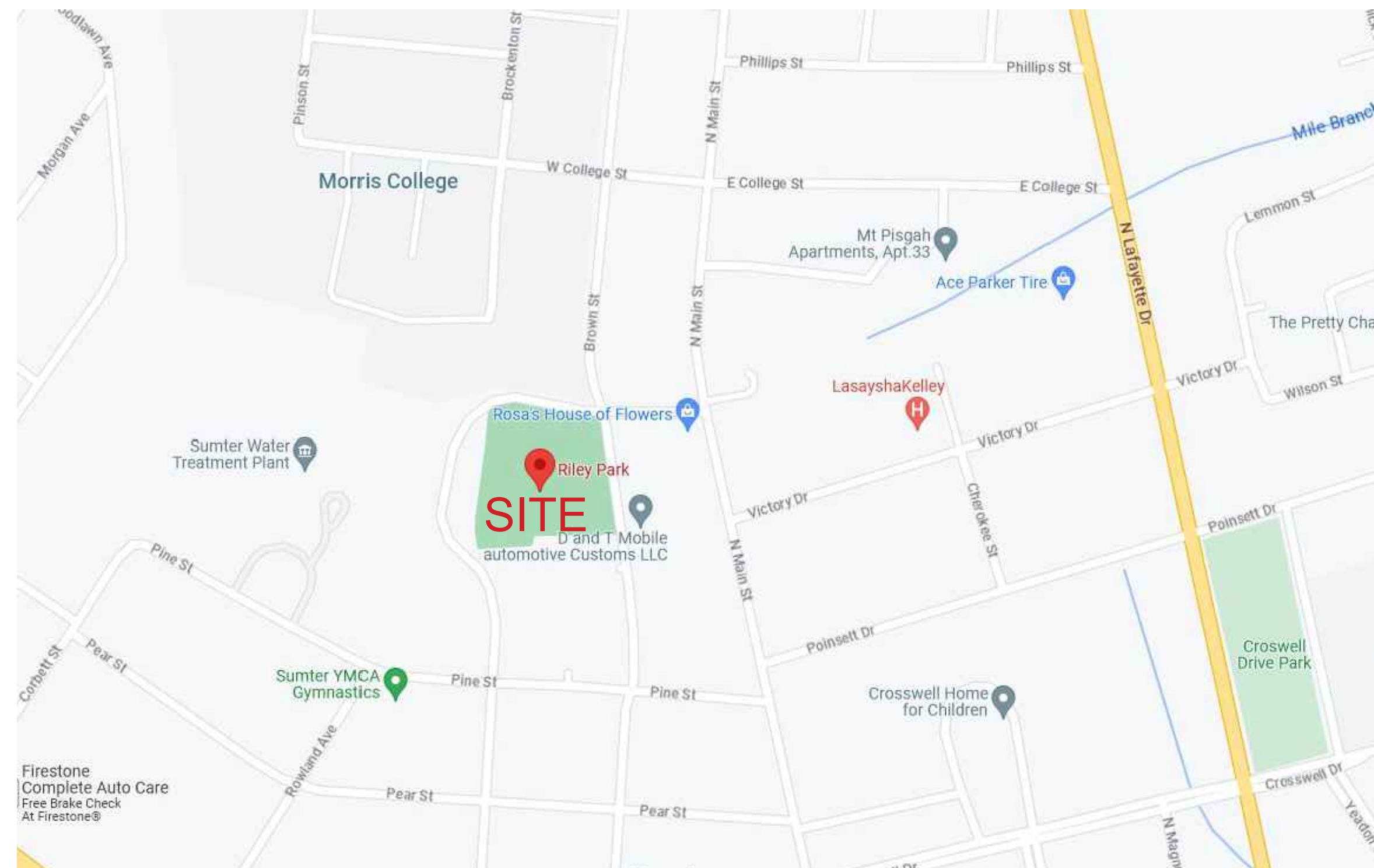
Special Conditions

1. The Contractor assumes all responsibilities for project delivery.
2. Construction Start Date shall be October 21st, 2024. Construction Finish Date shall be January 20th, 2025.
3. No rain days will be allocated to the project duration.
4. The Contractor is responsible for hiring, scheduling and paying for all third-party testing requirements.
5. The Contractor shall coordinate with the utility owners to be aware of all utilities (public and private) located within the project area prior to construction including the underground utilities for sport field lighting which run through the project area. The Contractor is responsible for all utility locates, protective measures and relocations if needed. The Contractor is responsible for all damaged utilities and will need to repair per code at their expense.
6. If unforeseen subsurface conditions are found, this shall be documented by the third-party geotechnical engineer, estimated and quantified. Unforeseen subsurface condition remediation shall be paid for by the owner as an addition to the bid amount.
7. The Contractor shall maintain on file at the job site, copies of all permits and approvals for the project.
8. Contractor shall develop and submit prior to beginning construction, a schedule of work, which will allow construction of the project while maintaining vehicular access to all adjacent parcels during the construction period.
9. If traffic control is needed, it shall be provided by the contractor at their expense.
10. 5% Bid Bond will be required
11. Performance and payment bonding will be required.
12. 10% retainage will be held on all pay applications.
13. The contractor is responsible for the design, permit and build for all dugout renovations.
14. The contractor must hire a sub-contractor experienced in synthetic turf repair for the guard rail installation.
15. **ALTERNATE BID ITEM** - Dugout structure and Batter’s eye footers require structural engineering stamped shop drawings for the footers of the system. Color will be provided by Owner upon bid award.

RILEY PARK RENOVATION - PHASE 2

CITY OF SUMTER, SC

SHEET TITLE	SHEET NO.
Cover	
Layout Plan	L100
Planting Plan	P100
Details	D100
Details	D101
Details	D102
Details	D103



VICINITY MAP (NOT TO SCALE)

Owner
CITY OF SUMTER
 21 N. Main Street
 Sumter, SC 29150
 Contact: Brock McDaniel
 Email: bmcDaniels@sumtersc.gov

Landscape Architect
FitFields
 314 Tom Hall Street
 Fort Mill, SC 29715
 Contact: Dan Dodd, RLA
 Email: dan@fitfields.com

FITFIELDS
 314 Tom Hall St.
 Fort Mill, SC 29715
 (716) 803.981.4330
 www.fitfields.com



REVISIONS:

NO.	DATE	DESCRIPTION

CITY OF SUMTER
 21 N. MAIN STREET
 SUMTER, SOUTH CAROLINA

OWNER:

RILEY PARK RENOVATION - PHASE 2
 655 CHURCH ST.
 CITY OF SUMTER, SOUTH CAROLINA

SCALE: NTS
 DATE: 8-23-24
 SHEET NAME:
COVER
 SHEET NO:



LAYOUT NOTES

1. SHOULD ANY DISCREPANCIES BE FOUND IN THE FIELD THE CONTRACTOR SHALL CONTACT THE OWNER, LANDSCAPE ARCHITECT/SPORT FIELD DESIGNER AND CIVIL ENGINEER PRIOR TO PROCEEDING.
2. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM ALL REGULATOR AUTHORITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE CONSTRUCTION LIMITS.
4. ALL PAPER DRAWINGS AND PDFS ARE REPRODUCTIONS AND ARE SUBJECT TO DISTORTION.
5. CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND CLEAN MANNER.
6. STAKE LAYOUT PRIOR TO CONSTRUCTION. VERIFY LOCATIONS WITH LANDSCAPE ARCHITECT OR OWNER.
7. REFER TO CONTRACT DOCUMENTS FOR DETAILED SHOP DRAWING/SUBMITTAL PROCEDURES

LEGEND

- IPF - IRON PIN FOUND
- IPS - IRON PIN SET
- CC - CALCULATED CORNER NOT SET
- PP - POWER POLE
- ET - ELECTRIC TRANSFORMER
- PH - TELEPHONE PEDESTAL
- WM - WATER METER
- IRCV - IRRIGATION CONTROL VALVE
- WV - WATER VALVE
- SH - SPRINKLER HEAD
- FH - FIRE HYDRANT
- SPG - SPIGOT
- IRCV - IRRIGATION CONTROL VALVE
- SSMH - SANITARY SEWER MANHOLE
- CO - SANITARY SEWER CLEANOUT
- DI - STORM DRAIN DROP INLET
- SDMH - STORM DRAIN MANHOLE
- B - BOLLARD
- Light
- PROPERTY LINE
- EXISTING FENCE
- SEWER LINE
- OVERHEAD UTILITY LINE
- PROPOSED UNDERGROUND UTILITY LINE
- PROPOSED FENCE (SYMBOL ONLY)
- PROPOSED GATE LOCATION
- Proposed Double Hammered Mulch
- Proposed Bermuda Sod

DUBOSE STREET 50' R/W

BROWN STREET S-43-69

50' R/W



S-43-236

FITFIELDS
314 Tom Hall St.
Fort Mill, SC 29715
(717) 803.981.4330
www.fitfields.com

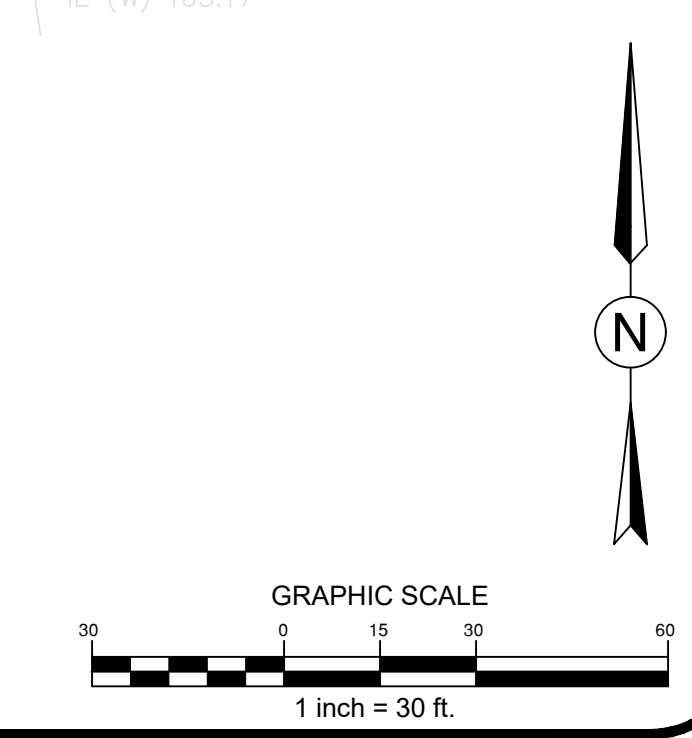


REVISIONS:

CITY OF SUMMER
21 N. MAIN STREET
SUMMER, SOUTH CAROLINA

RILEY PARK RENOVATION - PHASE 2
655 CHURCH ST.
CITY OF SUMMER, SOUTH CAROLINA

SCALE: 1" = 30'-0"
DATE: 8-23-24
SHEET NAME: LAYOUT PLAN
SHEET NO: L100



PLANTING NOTES:

1. ALL SOD AREAS ARE TO RECEIVE A MINIMUM OF 3" OF TOPSOIL.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
4. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.
5. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
6. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
7. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SHOWN.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING PER SPECIFICATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR AGREED UPON PERIOD OF TIME.
12. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
13. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR. CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
14. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
15. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
16. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH A HARDWOOD MULCH FROM A LOCAL SOURCE HARVESTED IN A SUSTAINABLE MANNER TO A MINIMUM DEPTH OF TWO INCHES.
17. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.

DEAD END MAINLINE INTO THE VALVE BOX WITH A MULTISTRAND WIRE FOR FUTURE IRRIGATION

IRRIGATE TURF STRIP FROM OUTFIELD WALL TO ROADWAY DESIGNED BY CONTRACTOR

IRRIGATE TURF FROM WALL TO ROADWAY (10,400 SF)

IRRIGATION TO BE DESIGNED BY CONTRACTOR

PROPOSED UNDERGROUND POWER TO BE LOCATED BY OWNER

PROPOSED BERMUDA SOD (2,100 SF)

WATER TAP 2" MINIMUM

S-43-236

DRIP IRRIGATION FOR ALL SHRUBS

PROPOSED UNDERGROUND POWER TO BE LOCATED BY OWNER

IRRIGATE TURF STRIP FROM OUTFIELD WALL TO ROADWAY DESIGNED BY CONTRACTOR (6,100 SF)

SEE ENLARGEMENT AREA

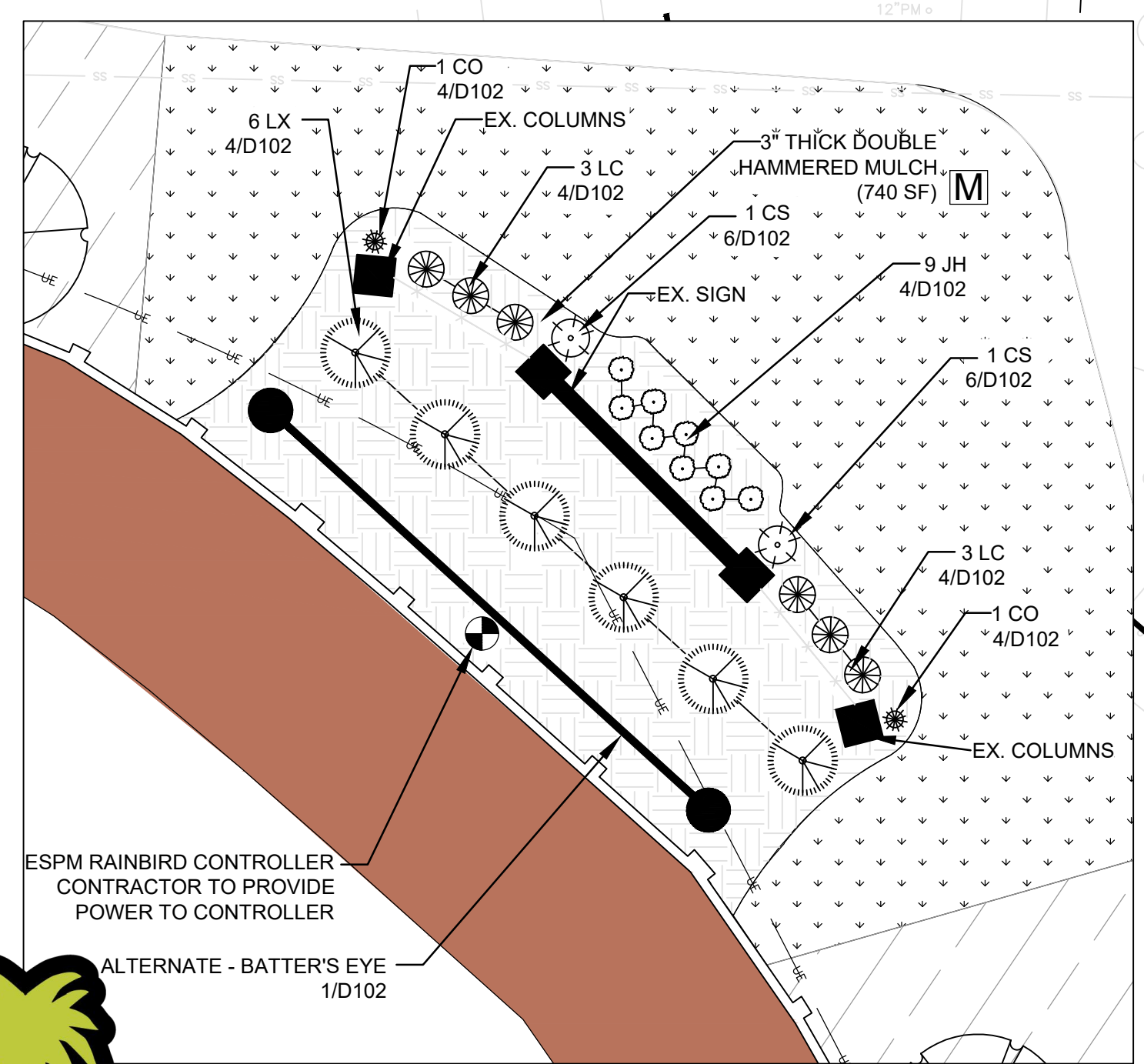
POWER TO BE LOCATED UNDERGROUND BY OWNER

HEAD TO HEAD COVERAGE FOR IRRIGATION IS REQUIRED RAINBIRD 5000 SERIES ROTARS ARE REQUIRED

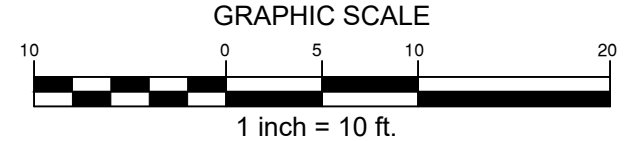
IRRIGATE TURF FROM WALL TO ROADWAY

BROWN STREET S-43-69

DUBOSE STREET 50' R/W



ENLARGEMENT AREA

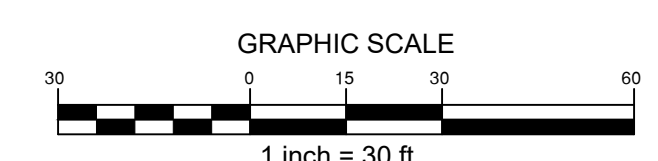


PLANT SCHEDULE FOR SHEET P100

SYMBOL KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
JH	9	Juniperus horizontalis	Blue Rug Juniper	1 gal.
LX	6	Ilex x 'Mary Nell'	Mary Nell Holly	6' - 8' HT
CO	2	Carex oshimensis 'Ribbon Falls'	Ribbon Falls Carex	3 gal.
SP	8	Sabal palmetto	Sabal Palm	Min. 10' HT
CS	2	Camellia Sasanqua 'Yuletide'	Yuletide Camellia	3 gal.
LC	6	Loropetalum chinense 'Kurobinj'	Cerise Charm Loropetalum	3 gal.

LEGEND

- IPF - IRON PIN FOUND
- IPS - IRON PIN SET
- CC - CALCULATED CORNER NOT SET
- PP - POWER POLE
- ET - ELECTRIC TRANSFORMER
- PH - TELEPHONE PEDESTAL
- WM - WATER METER
- ⊗ IRCV - IRRIGATION CONTROL VALVE
- ⊕ WV - WATER VALVE
- ⊕ SH - SPRINKLER HEAD
- ⊕ FH - FIRE HYDRANT
- SPG - SPIGOT
- ⊕ IRCV - IRRIGATION CONTROL VALVE
- ⊕ SSMH - SANITARY SEWER MANHOLE
- ⊕ CO - SANITARY SEWER CLEANOUT
- ⊕ DI - STORM DRAIN DROP INLET
- ⊕ SDMH - STORM DRAIN MANHOLE
- B - BOLLARD
- ⊕ LIGHT
- PROPERTY LINE
- EXISTING FENCE
- SEWER LINE
- OVERHEAD UTILITY LINE
- PROPOSED UNDERGROUND UTILITY LINE
- PROPOSED FENCE (SYMBOL ONLY)
- PROPOSED GATE LOCATION
- PROPOSED DOUBLE HAMMERED MULCH
- PROPOSED BERMUDA SOD
- PROPOSED IRRIGATION



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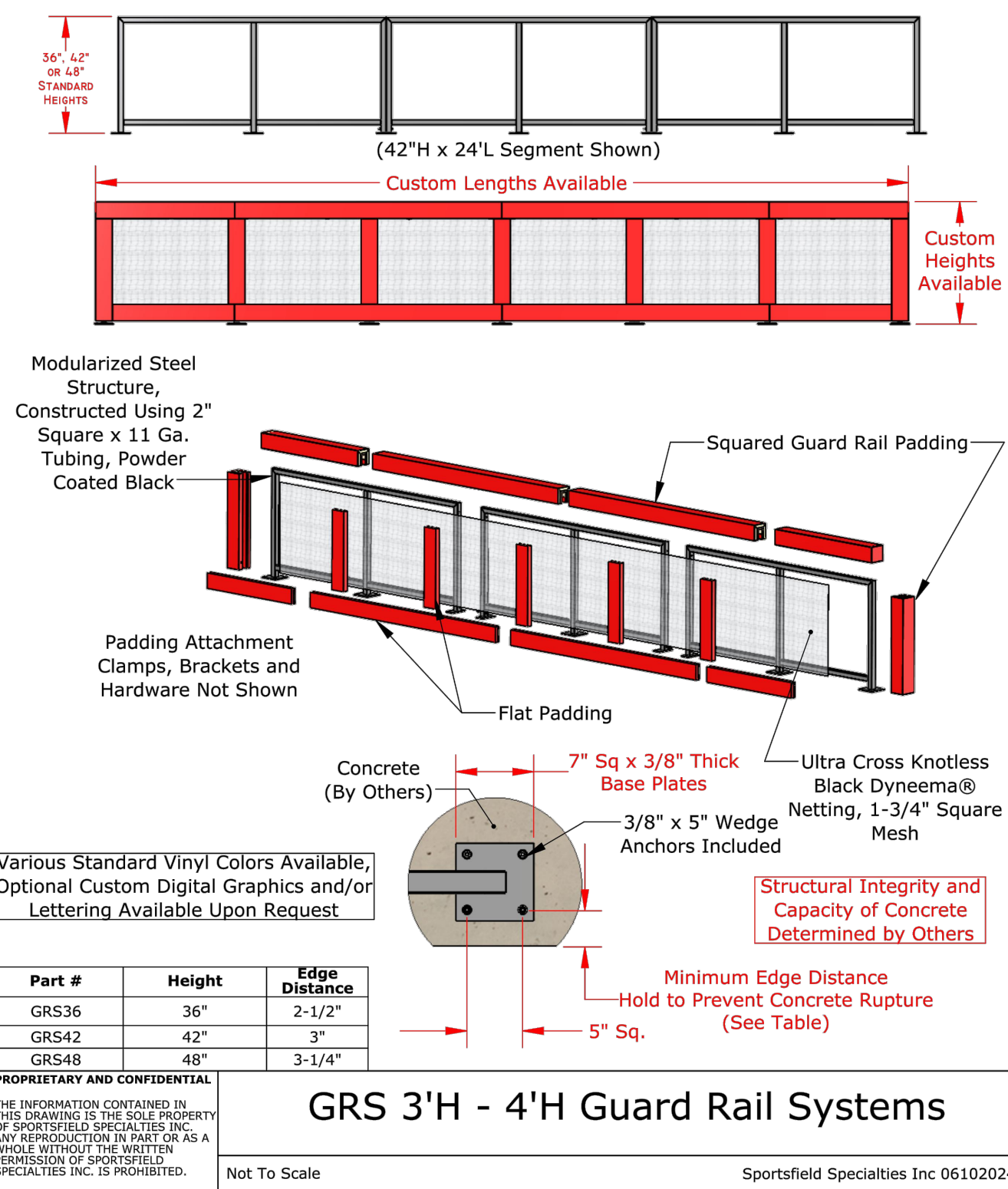
REVISIONS:

NO.	DATE	DESCRIPTION

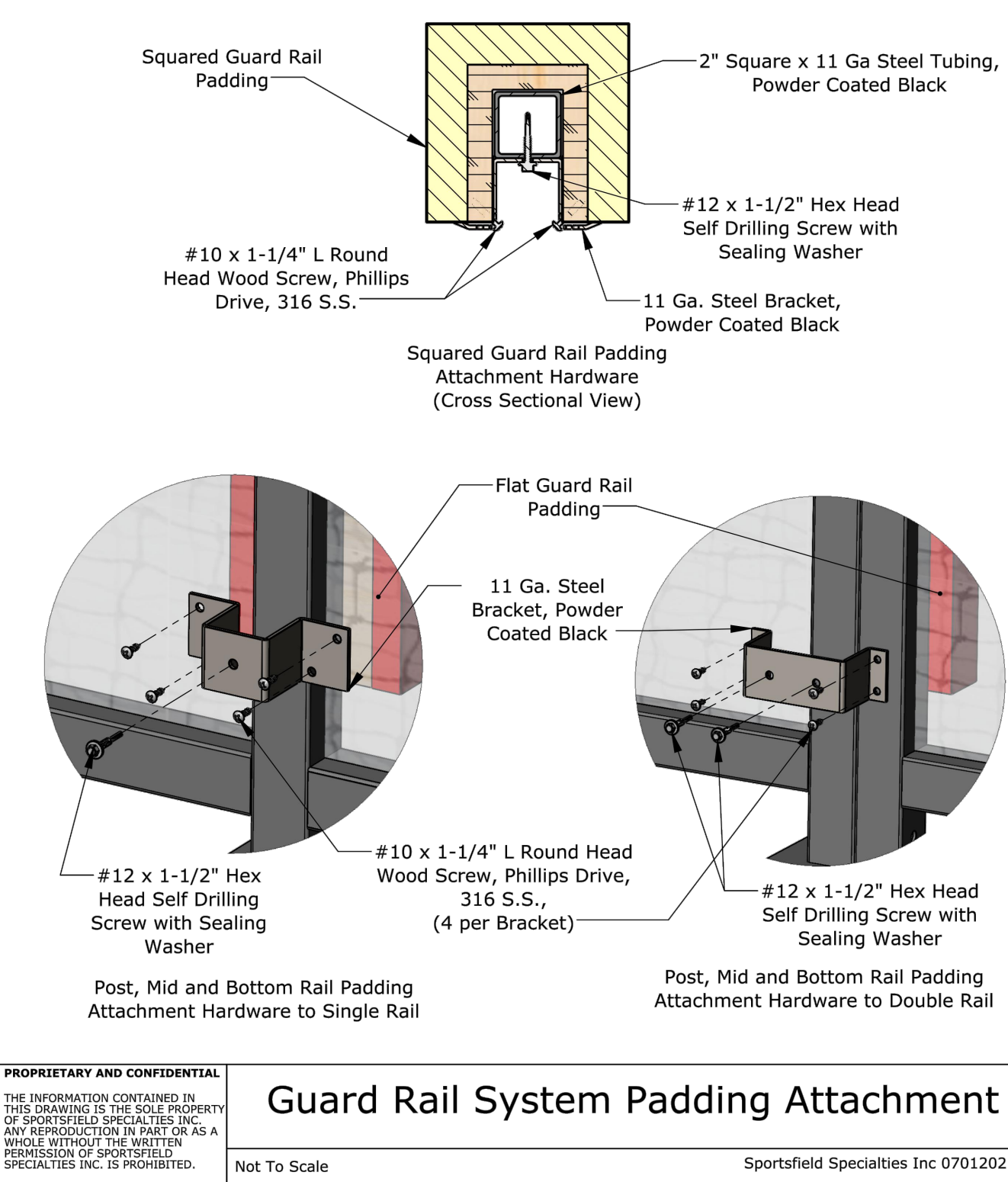
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21 N. MAIN STREET
SUMTER, SOUTH CAROLINA

RILEY PARK RENOVATION - PHASE 2
655 CHURCH ST.
CITY OF SUMTER, SOUTH CAROLINA

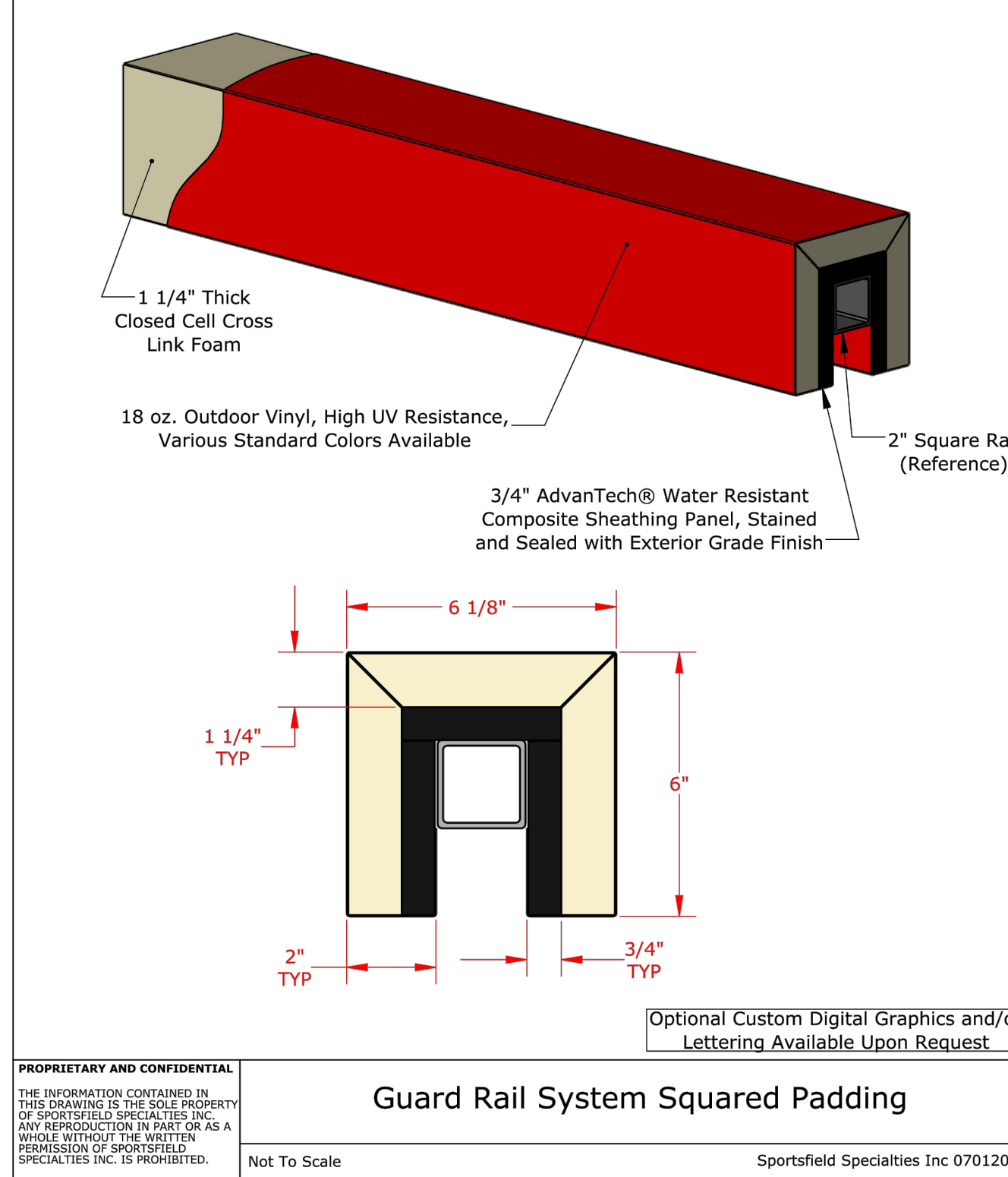
SCALE: 1" = 30'-0"
DATE: 8-23-24
SHEET NAME: **PLANTING PLAN**
SHEET NO: **P100**



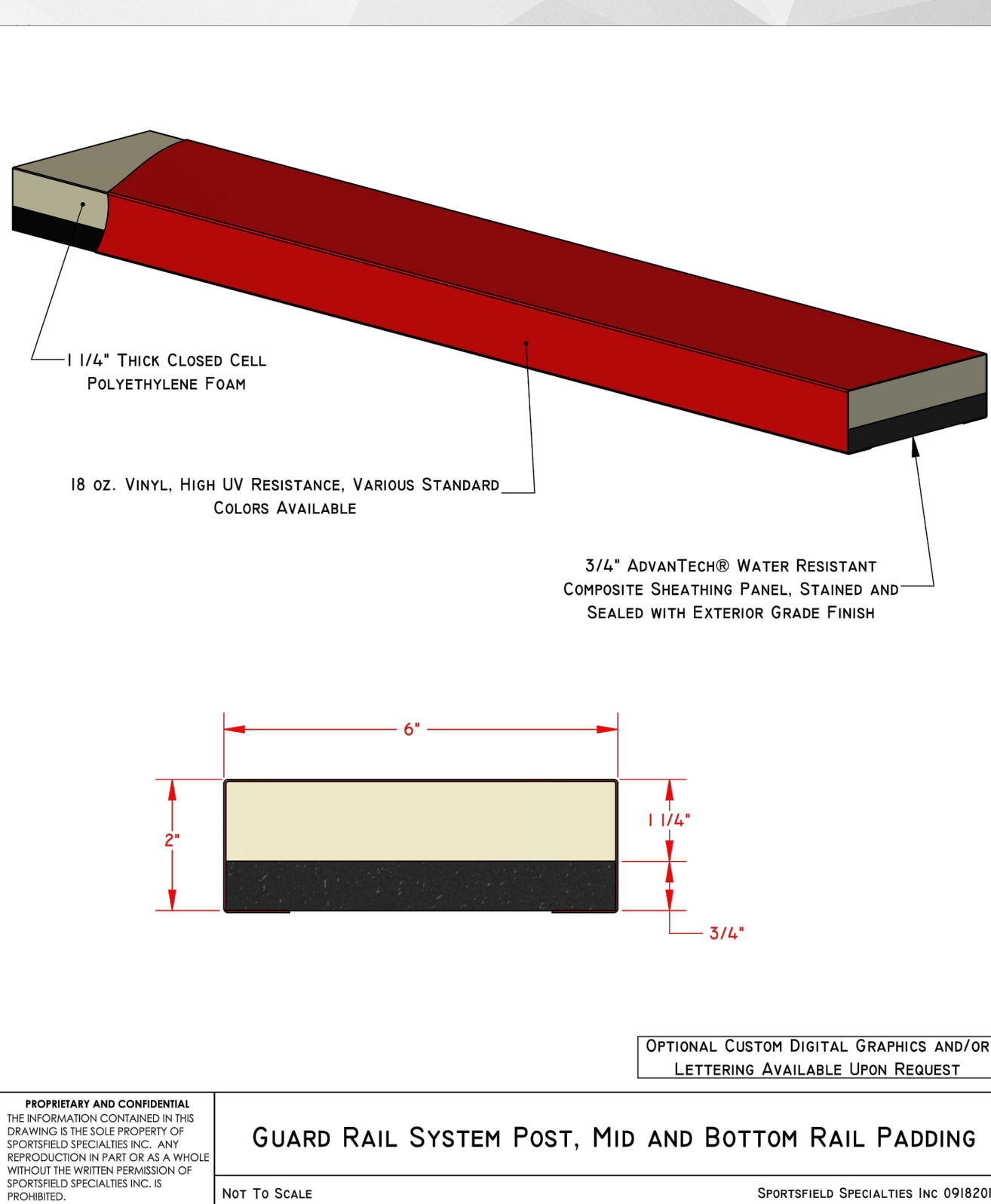
1 GUARD RAIL SYSTEMS
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED



2 GUARD RAIL SYSTEM PADDING ATTACHMENT
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED



3 GUARD RAIL SYSTEM SQUARED PADDING
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED



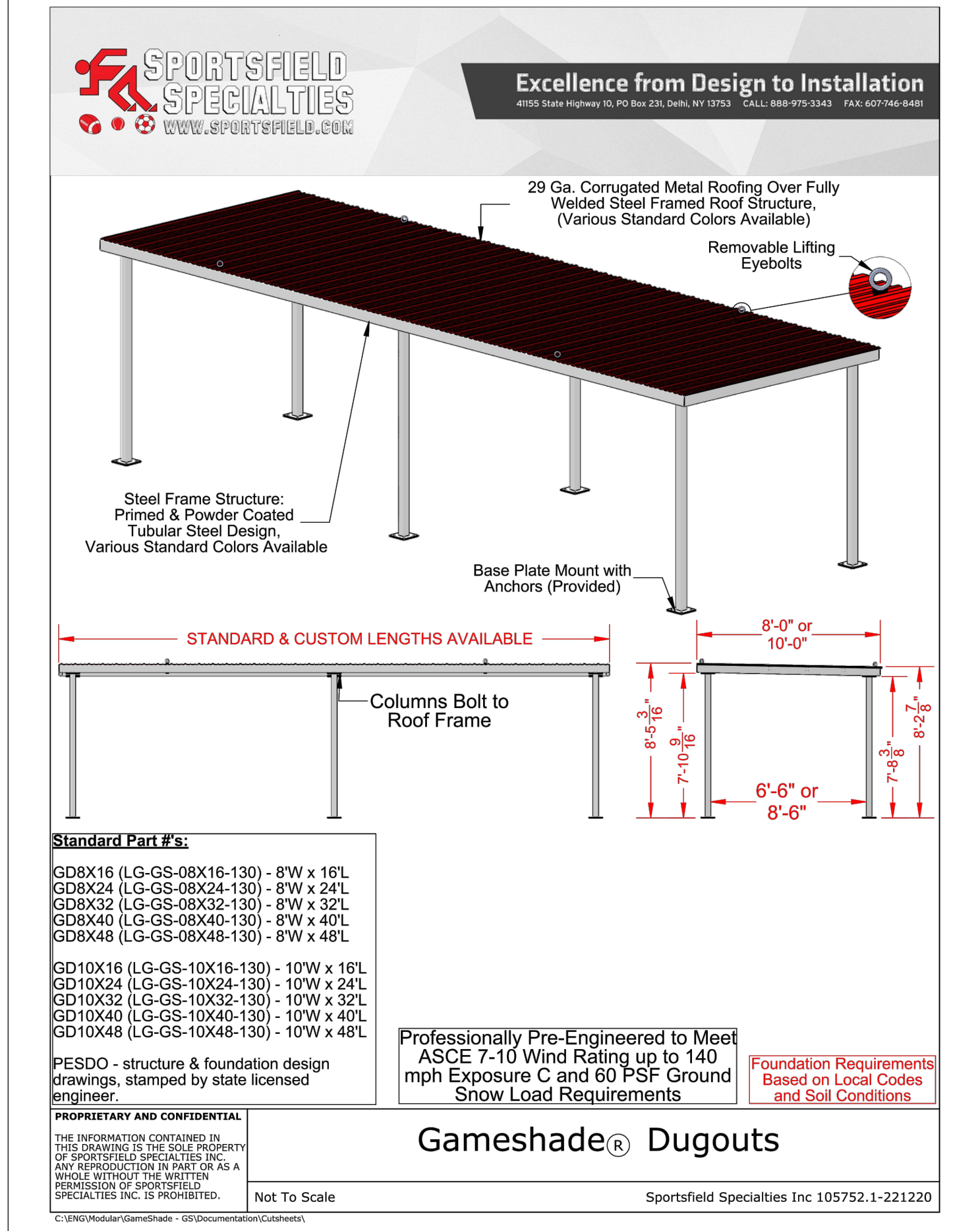
4 GUARD RAIL SYSTEM POST, MID AND BOTTOM RAIL PADDING
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED

GUARD RAIL SYSTEM FOOTER NOTES

1. MANUFACTURER TO PROVIDE SIGNED AND SEAL CONCRETE POST FOOTER DESIGNS TO MEET THE REQUIREMENTS OF THE GUARD RAIL SYSTEM.
2. ALL POST FOOTERS SHALL BE BELOW THE TURF. TURF SHALL BE REINSTALLED AROUND THE POST. NO CONCRETE SHOULD BE EXPOSED.
3. SHOP DRAWINGS REQUIRED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION OF THE FOOTER, ATTACHMENT AND TURF REINSTALLATION.
4. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE CONSTRUCTION LIMITS.
5. CONTRACTOR IS REQUIRED TO HIRE A SYNTHETIC TURF INSTALLER WITH EXPERIENCE TO OPEN UP THE TURF FOR INSTALLATION AND REPAIR TURF POST INSTALLATION.

5 GUARD RAIL SYSTEM FOOTER NOTES
NOT TO SCALE

6 RESERVED
NOT TO SCALE

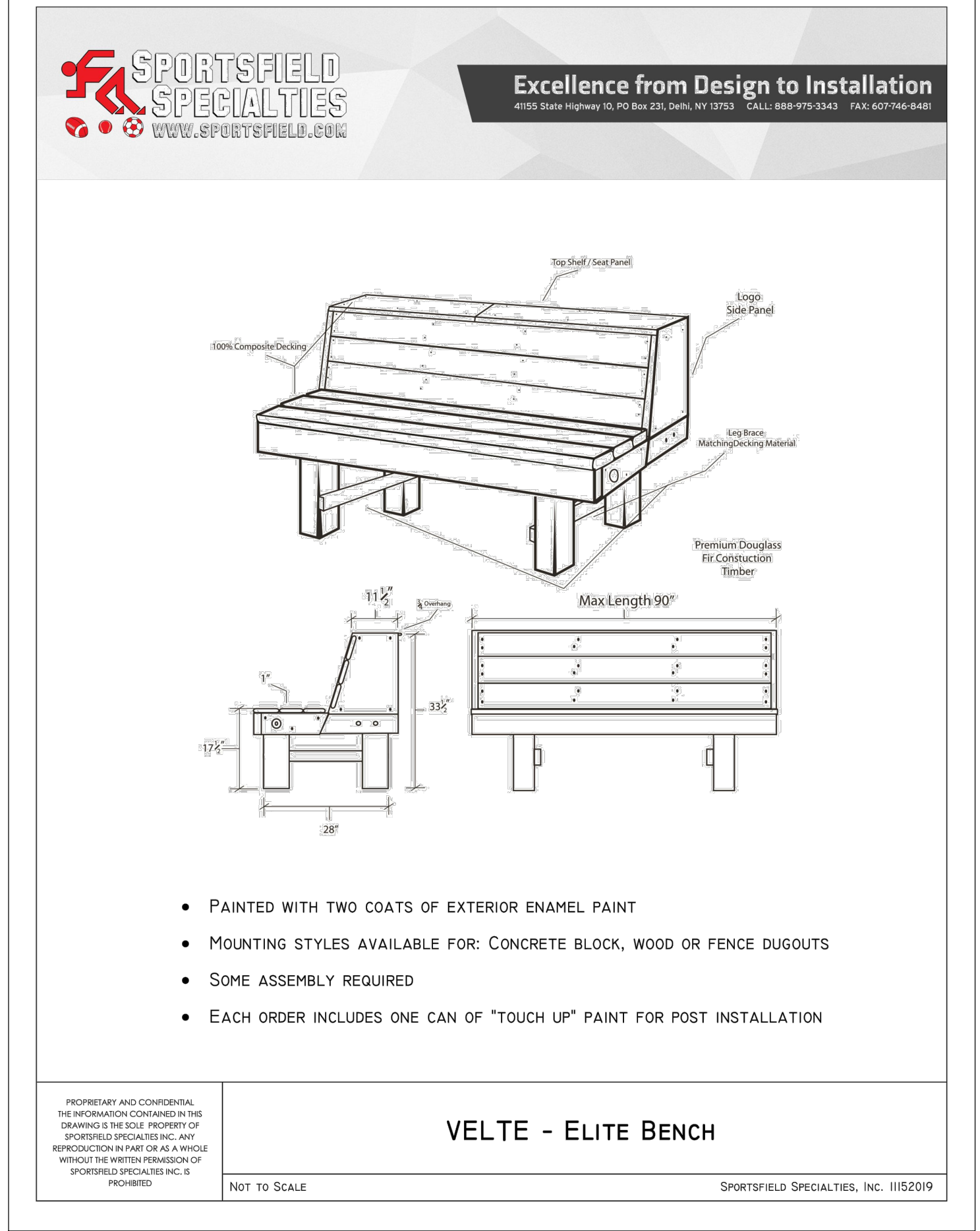


1 GAMESHADE DUGOUTS - GD8x32
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED

DUGOUT FOOTER NOTES

1. MANUFACTURER TO PROVIDE SIGNED AND SEAL CONCRETE POST FOOTER DESIGNS TO MEET THE REQUIREMENTS OF THE DUGOUT SYSTEM.
2. ALL POST FOOTERS SHALL BE BELOW THE TURF. TURF SHALL BE REINSTALLED AROUND THE POST. NO CONCRETE SHOULD BE EXPOSED.
3. THE FLOOR OF THE DUGOUT WILL BE THE EXISTING SYNTHETIC TURF.
4. SHOP DRAWINGS REQUIRED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION OF THE FOOTER, ATTACHMENT AND TURF REINSTALLATION.
5. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE CONSTRUCTION LIMITS.
6. A COMPLETE SET OF DUGOUT SHOP DRAWINGS ARE REQUIRED

2 NEW GAMESHADE DUGOUT FOOTER NOTES
NOT TO SCALE



3 SIX (6) 6'-0 ELITE BENCHES OWNER PROVIDED/ CONTRACTOR ASSEMBLY AND INSTALLATION
NOT TO SCALE

- RILEY PARK DUGOUT RENOVATIONS**
1. CONTRACTOR TO DESIGN AND PERMIT ALL INTERIOR DUGOUT/RESTROOM UPFITS.
 2. DEMO AND REMOVE ALL BATHROOM FIXTURES AND FLOORING.
 3. CLEAN ALL DUGOUT AND BATHROOM FLOORS.
 4. REPAINT INTERIOR CINDER BLOCKS, POSTS AND FACE OF DUGOUTS. SHERWIN WILLIAMS LOW VOC PREMIUM PAINT - COLOR BY OWNER.
 5. STAIRS TO REMAIN CONCRETE.
 6. PROVIDE A NEW CUTOUT AND BASIN FOR A ½ HP SUMP PUMP, TIED TO A SWITCH. PROVIDE ¾" DRAIN PIPING TO OUTFALL ONTO SYNTHETIC TURF FOR DRAINAGE. THE SUMP PUMP WILL BE USED TO DRAIN THE DUGOUT DURING HEAVY RAIN EVENTS.
 7. PROVIDE NEW RUBBER FLOORING FOR THE DUGOUT AND BATHROOM AREA. MINIMUM ½" THICK RUBBER FLOORING THAT IS ABLE TO BE REMOVED AS NEEDED.
 8. INSTALL NEW STAINLESS STEEL TOILET AND STAINLESS STEEL SINK IN THE DUGOUT BATHROOMS.
 9. OWNER PROVIDED TOILET TISSUE DISPENSER FOR EACH BATHROOM, CONTRACTOR ASSEMBLY AND INSTALLATION.
 10. OWNER PROVIDED PAPER TOWEL ROLL DISPENSER FOR EACH BATHROOM, CONTRACTOR ASSEMBLY AND INSTALLATION.
 11. OWNER PROVIDED SOAP DISPENSER FOR EACH BATHROOM, CONTRACTOR ASSEMBLY AND INSTALLATION.
 12. PROVIDE AN UNBREAKABLE MIRROR IN EACH DUGOUT BATHROOM.
 13. REPAIR PLUMBING AS NEEDED IN EACH BATHROOM.
 14. ENSURE THE BATHROOM AREA DRAIN IS WORKING AND IN PROPER ORDER.
 15. PROVIDE NEW DUGOUT AND BATHROOM INTEGRATED LED STRIP LIGHTING, NO BULBS.
 16. PROVIDE NEW COMMERCIAL GRADE STAINLESS STEEL BATHROOM DOORS AND LOCKS (2 TOTAL), TO BE PAINTED PER OWNER COLOR CHOICE
 17. ADD TRIM AND PAINT EXISTING HELMET STORAGE CUBBIES IN EACH DUGOUT. OWNER TO CHOOSE PAINT COLOR.
 18. SHOP DRAWINGS WILL BE REQUIRED FOR THE DUGOUT/BATHROOM RENOVATIONS AND CUTSHEETS OF ALL PROPOSED MATERIALS.

4 DUGOUT RENOVATIONS
NOT TO SCALE

ORDER# 8182 PAGE 3 OF 3 | REVISION# N/A OF N/A | DATE: 5 / 2 / 2023

Client: USC-SUMTER PROJECT	
Project: Furnishings	
Product: Yankee Clipper 18H	
Primary Color: Black	
Secondary Color: Maroon	
Logo: See Example	Proprietary Notice <small>Information within this document is the property of BaseballTrade.com. Any reproduction, in part or as a whole, without the written permission of BaseballTrade.com is strictly prohibited. This document may not be used by others or shared with other vendors for use in obtaining quotes or pricing from other sources. Violation of these restrictions will be considered theft of intellectual property.</small>
Ship to: USC-SUMTER PROJECT	
Drawn by: E.B.	

5 TWO (2) HELMET & BAT BIN STORAGE BOXES - OWNER PROVIDED/CONTRACTOR ASSEMBLY AND INSTALLATION
NOT TO SCALE

6 RESERVED

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SUMTER, SOUTH CAROLINA

OWNER:

RILEY PARK RENOVATION - PHASE 2
655 CHURCH ST.
CITY OF SUMTER, SOUTH CAROLINA

SCALE: NTS
DATE: 8-23-24
SHEET NAME:
DETAILS
SHEET NO:
D101

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Excellence from Design to Installation
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Standard Black Powder Coated Finish on Framing Components, Various Standard Colors Available

FW-120 Panel Profile
System Width (See Table) 1 1/2"
Horizontal Girt Spacing O.C. (See Table)
Surface Height (See Table)
System Height (See Table)
3'-8"
Finish Grade
Exterior Column Spacing O.C. (See Table)
Interior Column Spacing O.C. (See Table)
Interior Column Embedment (See Table)
Exterior Column Embedment (See Table)
4" Square x 11ga Steel Horizontal Girts Bolted onto Welded Steel Angles
Side Windshield Not Shown to Display Horizontal Girts
DETAIL G
DETAIL H
Flush-profile concealed fastener metal wall panel on front using MBCT® FW-120 12"W 24 gauge smooth surface Galvalume® coated steel panels with Signature 300® two-coat fluoropolymer finish. Finish available in various standard colors. Panels field assembled (by others) with nested lapped edges and attached to horizontal girts using concealed fasteners. Top, bottom and metal trim with attachment hardware included (front side only).

Part No.	System Height	System Width	Surface Height	# of Columns	Interior Column Spacing (O.C.)	Exterior Column Spacing (O.C.)	Interior Column Embedment	Exterior Column Embedment	Horizontal Girt Spacing (O.C.)
BESF2040	28'-0"	40'-0"	15'-4"	3	18'-9 1/2"	18'-9 1/2"	4'-0"	4'-0"	3'-4"
BESF3060	30'-0"	60'-0"	26'-4"	4	18'-11"	18'-11"	6'-0"	5'-0"	3'-8 5/8"
BESF3660	36'-0"	60'-0"	32'-4"	4	19'-1"	19'-1"	8'-0"	6'-0"	4"
BESF4080	40'-0"	60'-0"	36'-4"	5	19'-1 5/16"	19'-1 1/4"	8'-0"	8'-0"	4"

Foundation Requirements Based on Local Codes and Soil Conditions
Pre-Engineered to meet ASCE 7 Wind Ratings up to 105 mph Exposure B

Not To Scale Sportsfield Specialties Inc 05142024

1 ALTERNATE - SOLID SURFACE BATTER'S EYE (BESF2040)
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED
CONTRACTOR TO PROVIDE SIGNED AND STRUCTURAL ENGINEERING STAMPED SHOP DRAWINGS
COLOR TO BE SELECTED BY OWNER FROM STANDARD AVAILABLE COLORS

CONCORD AMERICAN FLAGPOLE
Pride, Quality, Tradition.

Continental Series
ESR - External Single Revolving
Rope Halyard
Ground Set Installation

ESR35C71 - BLK

F Top Diameter
Truck and Ornament (Options Available) See Specification Box
Halyard #10 (5/16" Diameter) Braided Polyester Rope
Two (2) Solid Brass Flagnips and Two (2) Neoprene Flagnip Covers
E Wall Thickness Alloy 6063-T5 Tapered Aluminum Tube
Cleat (Security Options Available) See Specification Box
D Butt Diameter
Aluminum Collar (Options Available) See Specification Box
2" Cap - Cement or Waterproof Compound and Handwood Wedges (By Installer)
Ground Sleeve Assembly - 16 Gauge Galvanized Steel Tube
Tamped Dry Sand (By Installer)
3/16" Steel Plate Welded to Sleeve
3/4" Diameter Steel Rod
Note: Foundation design not included. Foundation dimensions should be determined by a qualified engineer familiar with soil conditions.

Customer Name: _____ Qty: 1
Dealer: _____ Project: _____ Location: _____
Notes: _____

Specifications
A. Mounting Height: 35'
B. Set Depth: 3'-6"
C. Total Length: 38'-6"
D. Butt Diameter: 7"
E. Wall Thickness: .156"
F. Top Diameter: 3.5"
Flagpole Sections: 1
Shaft Weight: 188 lbs.
Hardware Weight: 10 lbs.
Ground Sleeve Weight: 39 lbs.
* Max Flag Size: 6' x 10'
* Max Wind Speed with Nylon Flag: 110 mph
* Max Wind Speed No Flag: 165 mph
* Wind Speed Specifications from ANSINAAMM FP 1001-07

2 FLAG POLE
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED
CONTRACTOR TO PROVIDE SIGNED AND STRUCTURAL ENGINEERING STAMPED SHOP DRAWINGS

POLELED
PROFESSIONAL FLAGPOLE LIGHT

Poleled O², Extended and Basic
FLAG AND BANNER LIGHTING

UL CERTIFIED SAFETY US CA E466441

Using flag and banners is THE way to be better visible. The continuous movement catches the eye and the attention of passing audience is naturally drawn to it.
Recently scientific research has proven that movement in combination with light creates the highest visual attention value. Do you want your flags and banners to also be visible in the dark? In a responsible and special way making optimal use of energy and light?
Poleled provides a system that enables you to illuminate your flags and banners in a unique and very special way. A system that blends in perfectly with the pole and makes your flags and banners strikingly visible for governmental clients, even at night. In addition, national flags may be officially raised 24/7 (flag protocol).
HOW DOES IT WORK?
The unit is made of aluminum and is delivered including terminal connectors and a power supply. Once the system is installed, there is visually impossible.
The Poleled lighting unit is patented and has been developed focusing on sustainability and energy efficiency.
The unit is available in three types:
- Poleled Basic (poles up to 4.5 inch ø)
- Poleled Extended (poles up to 5.7 inch ø)
- Poleled O² (poles up to 9 inch ø) ØØWFL
The Poleled Extended and O² are fully customizable.

	O ² NEW!	EXTENDED	BASIC
Wattage	90 Watt	38 Watt	24 Watt
Light output	9500 Lumen	3250 Lumen	2300 Lumen
Voltage	24 volts DC	24 volts DC	24 volts DC
Lifetime LEDs	+50,000 hours	+50,000 hours	+50,000 hours
Material	Aluminum	Aluminum	Aluminum
Number of LEDs	28 pcs CREE	10 pcs CREE	12 pcs CREE
Available color temperature (Kelm)	3000/4000/5000	3000/4000/5000	5000
Angle	11°	11°	11°
Cable length	33 ft	33 ft	23 ft
Size (width)	14 x 12.5 inch	10.2 x 8.3 inch	9.1 x 7.1 inch
Warranty	5 years	5 years	5 years
Pole ø	Suitable for poles with a diameter up to 9"	Suitable for poles with a diameter up to 5.7"	Suitable for poles with a diameter up to 4.5"

All fixtures are available in: Black Grey White

3 POLE LED FLYER
NOT TO SCALE - BASIS OF DESIGN, APPROVED EQUALS WILL BE CONSIDERED

NOTES:

- SCARIFY ROOT MASS OF CONTAINERIZED PLANT MATERIAL
- INSTALL CONTAINERIZED PLANTS AT FINISHED GRADE
- TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.
- OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.
- SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.

TYPICAL PLANTING BED DETAIL
TYPICAL PLANTING BED PLAN

TYPICAL BED CROWNING
CROWN HEIGHT IN INCHES EQUALS MEDIAN WIDTH IN FEET TO 12" MAX.
10" (EX) 10' (EX)

4 SHRUB PLANTING
NOT TO SCALE

NOTES:

- REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.
- SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.
- STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.
- REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
- RESEED UNMULCHED, DISTURBED AREAS.

3/4" NYLON STRAP
6" SLIP KNOT WITH STOP KNOT, 6" LARGER THAN TREE DIAMETER
ROOT CROWN TO BE AT FINISH GRADE
KEEP MULCH AWAY FROM TRUNK 1" TO 2"
4" HIGH / 6" WIDE MAXIMUM BERM OUTSIDE OF ROOTBALL
3" MAXIMUM LAYER OF MULCH
3 - 1 1/2" x 18" WOOD STAKES WITH CENTERED 3/8" HOLE DRIVEN IN LINE WITH STRAP EQUALLY SPACED AROUND TREE
FINISH GRADE
BACKFILL AS SPECIFIED
UNDISTURBED SOIL
REMOVE TYPICAL EXCESS SOIL FROM ROOT CROWN
REMOVE TOP 1/3 BURLAP AND ANY NAILS/PINS, ETC.
REMOVE TOP 1/3 OF WIRE BASKET WHERE PRESENT
RAISE PIT BOTTOM TO SET ROOT CROWN AT THE CORRECT HEIGHT. FIRM SOIL UNDER ROOT BALL.
ROOT BALL DIA. VARIES

ALL TREES SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004)
FOR EXAMPLE: CALIPER HEIGHT (RANGE) MAX. HEIGHT MIN. ROOT BALL DIA. MIN. ROOT BALL DEPTH
2" 12-14' 16' 24"

5 TREE PLANTING
NOT TO SCALE

GENERAL NOTES:

- LAYOUT PLANTS IN PREPARED BED AS SHOWN.
- SPACING AS SPECIFIED, PER SCHEDULE STAGGERED ROWS.

PLAN
12" MIN.
3" LAYER OF MULCH
PLANTING MIX AS SPECIFIED
FINISH GRADE

6 JUNIPER PLANTING
NOT TO SCALE

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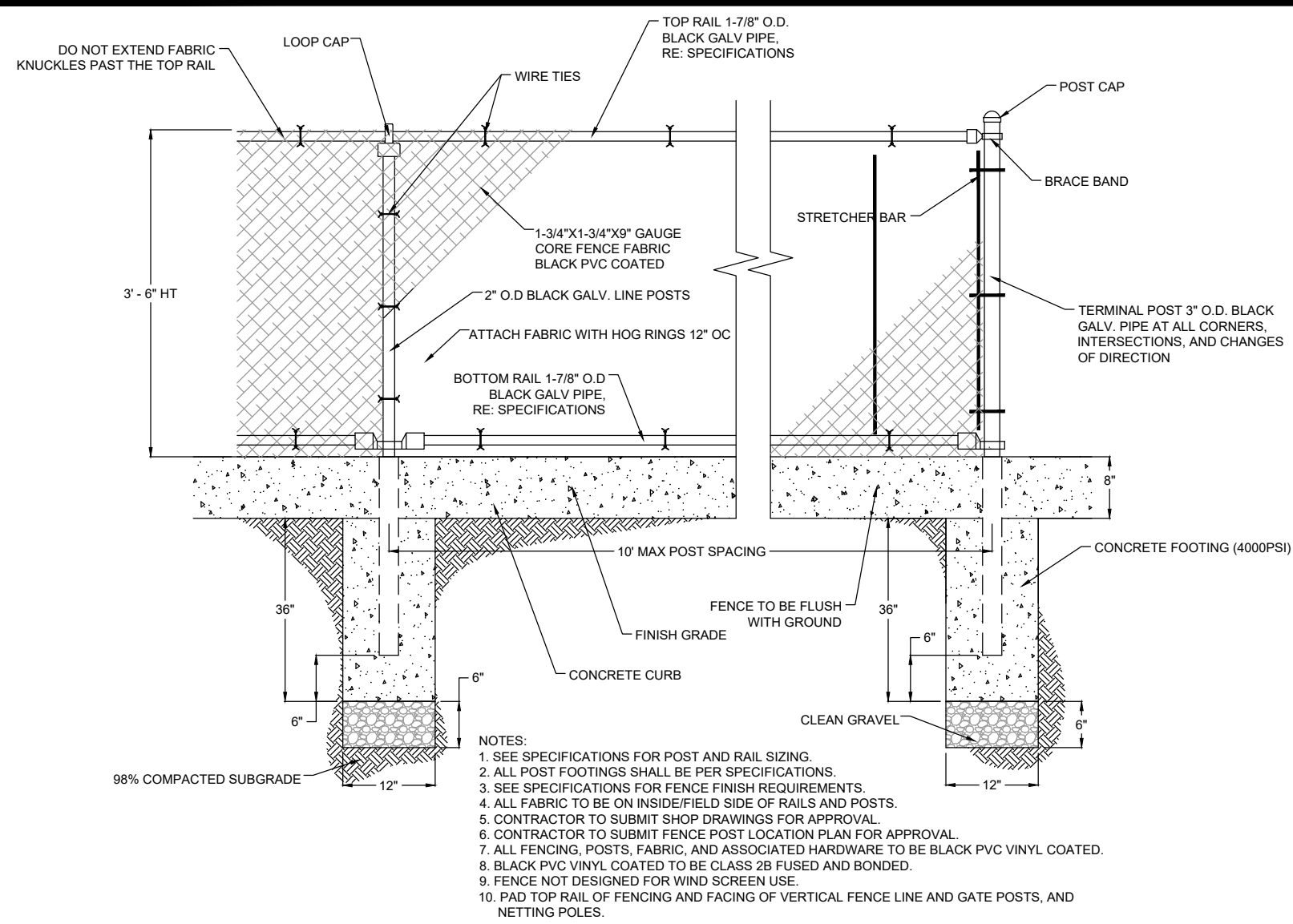
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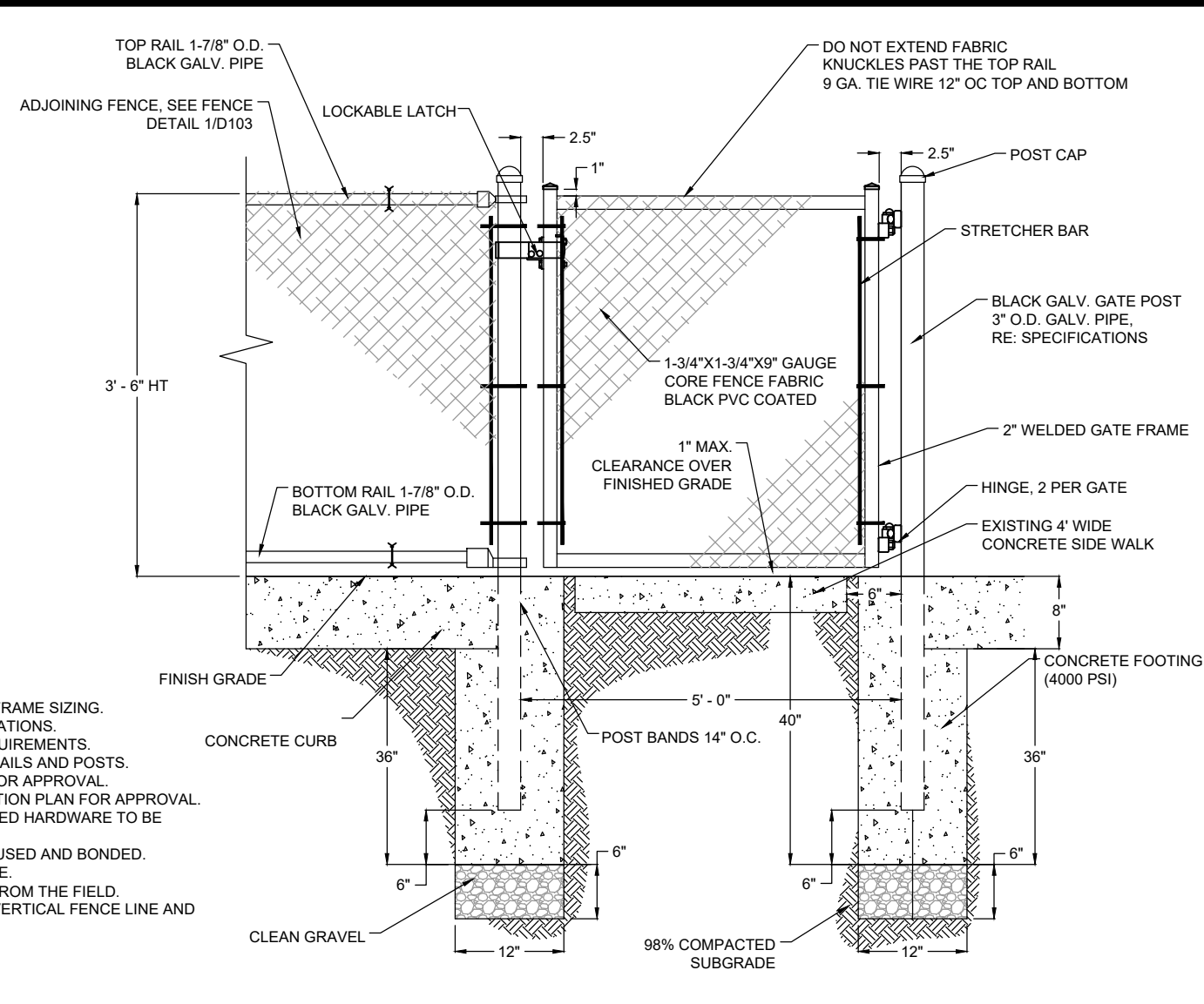
OWNER:

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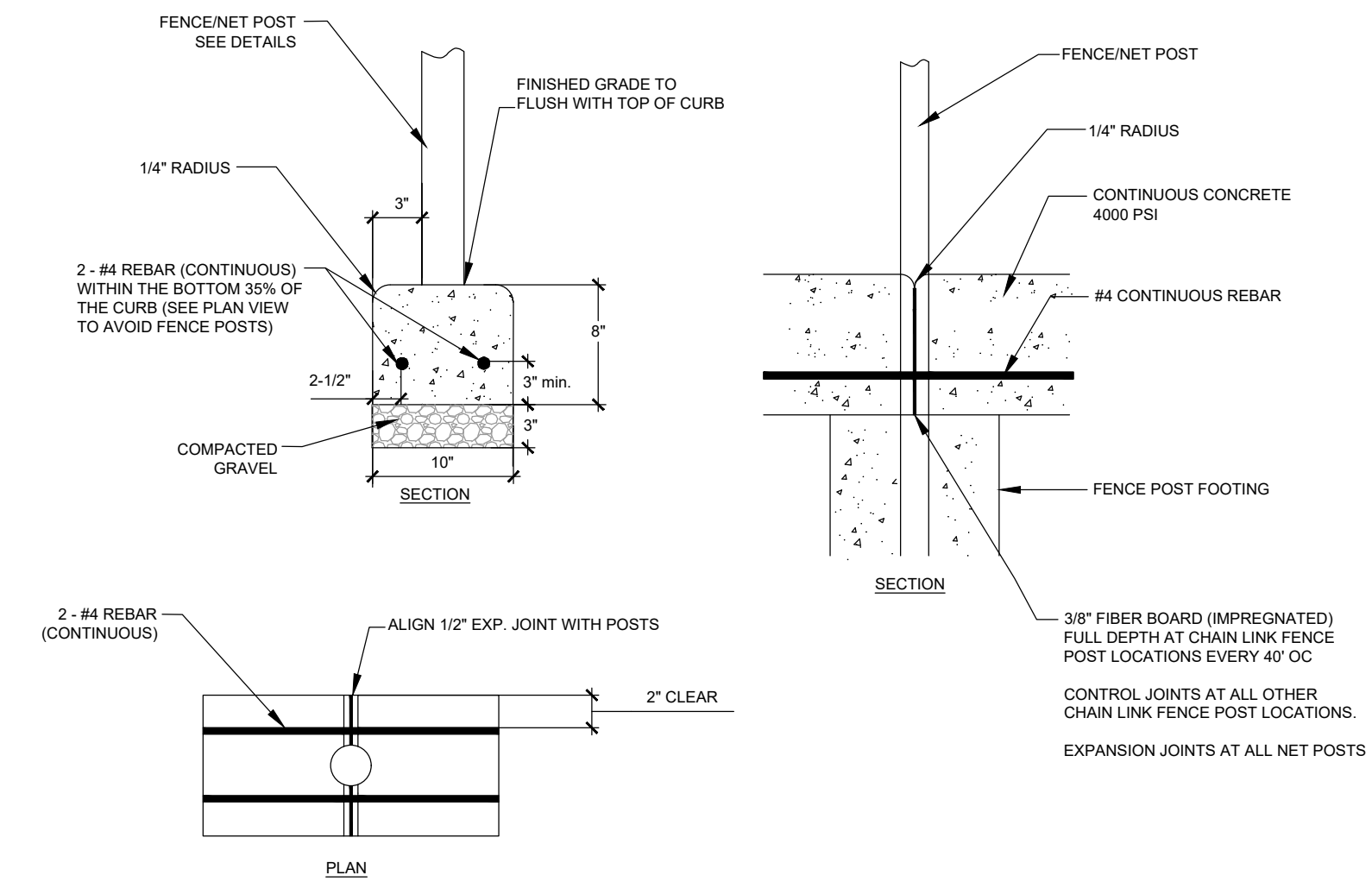
SCALE: NTS
DATE: 8-23-24
SHEET NAME:
DETAILS
SHEET NO:
D102



1 CHAIN LINK FENCE (3' - 6" HT)
NOT TO SCALE



2 CHAIN LINK SINGLE GATE (3' - 6" HT)
NOT TO SCALE



3 FENCE IN CONCRETE CURB
NOT TO SCALE

4 RESERVED
NOT TO SCALE

5 RESERVED
NOT TO SCALE

6 RESERVED
NOT TO SCALE

7 RESERVED
NOT TO SCALE

8 RESERVED
NOT TO SCALE

9 RESERVED
NOT TO SCALE



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