

**RESOLUTION NUMBER 1014**

**A RESOLUTION APPROVING THE ENTRY OF A  
PURCHASE CONTRACT IN EXCESS OF \$100,000  
(SISTER WIMBERLY PLAYGROUND AT SWAN LAKE – SITE WORK PROJECT)**

**WHEREAS**, the City Council (the “Council”) of the City of Sumter, South Carolina (the “City”), has enacted an Ordinance entitled “An Ordinance Establishing Procurement Procedures for the City of Sumter, South Carolina” (the “Purchasing Ordinance”);

**WHEREAS**, pursuant to the Purchasing Ordinance, the Council must approve by resolution any purchase contract subject to the Purchasing Ordinance that exceeds \$100,000.00; and

**WHEREAS**, the Council has been presented with a request to approve a purchase contract (the “Contract”) in excess of \$100,000.00;

**NOW, THEREFORE**, be it resolved as follows:

**Section 1.** The Council hereby approves the Contract for the supplies, services, equipment, or construction identified below:

<b>SUBJECT:</b>	Sister Wimberly Playground at Swan Lake – Site Work Project)
<b>CONTRACTOR/VENDOR</b>	3D Dirtworks Sumter, South Carolina
<b>PRICE:</b>	\$1,585,750.00 (base bid) (Funding Sources: State Grant Funds, Capital Projects Penny Sales Tax, Local Hospitality Fund, and Private Sector Funds)
<b>METHOD:</b>	Invitation for Bids (Purchasing Ordinance, Section II.B.); Supporting materials are attached.

**Section 2.** The City Manager is hereby authorized to negotiate, execute, and deliver the Contract on behalf of the City in such form and with such additions, deletions, or modifications as he deems necessary or prudent.

**ADOPTED THIS 18<sup>TH</sup> DAY OF NOVEMBER 2025, BY SUMTER CITY COUNCIL.**

**CITY OF SUMTER, SOUTH CAROLINA**

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David P. Merchant, Mayor

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James B. Blassingame, Mayor Pro Tempore

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Calvin K. Hastie, Sr., Councilman

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Colin C. Davis, Councilman

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Gifford M. Shaw, Councilman

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Anthony Gibson, Councilman

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Rebecca Lynn Kennedy, Councilwoman

**ATTEST:**

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Linda D. Hammett, City Clerk



City of Sumter  
21 N. Main Street  
P.O. Box 1449  
Sumter, SC 29150

## MEMORANDUM

TO: Deron McCormick, City Manager  
FROM: Michael Geddings, Director of Public Services  
DATE: November 7, 2025  
SUBJECT: Sister Wimberly Playground: Site Work

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The Sister Wimberly Playground: Site Work will include hardscape and landscape improvements to the playground area and parking lot. The scope of work consists of asphalt paving, brick and concrete walkways, subsurface preparation and drainage, erosion control, concrete edging, curb and gutter, brick walls and columns, stone columns, steel gateway and signage, steel fencing accent pieces, planting, and irrigation.

On Tuesday, November 4, 2025, at 2:00 PM, three sealed bids were received at the Public Services Complex for the *Sister Wimberly Playground at Swan Lake* (ITB #12-25/26).

The lowest qualified bidder was 3D Dirtworks, LLC of Sumter, South Carolina, with a base bid of \$1,585,750.00.

I recommended that the we contract with 3D Dirtworks, LLC in the base amount of \$1,585,750.00 as the lowest responsive and responsible bidder.

CC: Brock McDaniel, Horticulturist



CITY OF SUMTER  
BID TABULATION SHEET

BID NAME: ITB #12-25/26 Sister Wimberly Playground at Swan Lake

BID OPENING DATE & TIME: Tuesday, November 4, 2025 at 2:00 PM / ET

VENDOR	TOTAL AMOUNT OF BASE BID	BID BOND	ADDENDA
J.F. Contractors, LLC	\$1,762,675.00	Yes	Yes
Rival Design Build, LLC	\$1,261,190.40	Yes	Yes
3D Dirtworks, LLC	\$1,585,750.00	Yes	Yes



INVEST. INVITE. SERVE.

**Bid Name: ITB#12-25/26**

**Sister Wimberly Playground - Swan Lake**

**Bid Opening Sign-In Sheet**  
**Bid Date and Time: Tuesday, November 4, 2025, 2 pm**

Name	Company	Email	Phone
1. <u>BEN Mc IVER</u>	<u>Mc Iver Landscape Arch.</u>	<u>ben@mciverla.com</u>	<u>(803) 968-3992</u>
2. <u>Brock McDaniel</u>	<u>City of Sumter</u>	<u>bmcDaniel@SumterSC.gov</u>	<u>803-968-6832</u>
3. <u>Tony Butts</u>	<u>CITY OF SUMTER</u>	<u>TButts@SumterSC.gov</u>	<u>803-774-5197</u>
4. <u>Taylor Motley</u>	<u>RIVAR DESIGN BUILD LLC</u>	<u>TMOTLEY@RIVARDB.com</u>	<u>803-983-1921</u>
5. <u>Jonathan McElveen</u>	<u>J.F. Contractors LLC</u>	<u>jonathanm@jfccontractors.com</u>	<u>803-983-2342</u>
6. <u>BRIAN Squires</u>	<u>3.D. Dirtworks LLC</u>	<u>bsquires26@yahoo.com</u>	<u>803-968-0300</u>
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____



## 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: ITB #12-25/26

Sister Wimberly Playground - Swan Lake

**BID MUST BE RECEIVED BY: Tuesday, November 4, 2025 at 2:00pm ET at below address.**

**MANDATORY PRE-BID MEETING ON: Tuesday, October 21, 2025 at 10:00 AM**

#### MAIL, OVERNIGHT OR HAND CARRY TO:

City of Sumter Department of Public Works

Attn: Procurement Department  
303 East Liberty Street  
Sumter, SC 29150

#### **ITB #12 – 25/26:**

**Hardscape and landscape improvements to the playground area and parking including asphalt paving, brick walkways, concrete walkways, subsurface preparation and drainage, erosion control, concrete edging, concrete curb and gutter, brick walls and columns, stone columns, steel work gateway and signage, steel fencing accent pieces, planting and irrigation.**

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

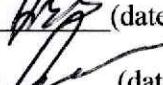
\*COI's MAY BE EMAILED TO ([tbutts@sumtersc.gov](mailto:tbutts@sumtersc.gov)).

**Base Bid:** Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by McIver Landscape Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

ONE Million Five Hundred Eighty five thousand Seven HUNDRED FIFTY NO/ENTS  
Dollars (\$1,585,750.00).

**Time of Completion:** The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and to substantially complete the Work within two hundred and ten (210) calendar days.

**Acknowledgement of Addenda:** The undersigned Bidder acknowledges receipt of and use of the following Addenda (if applicable) in the preparation of this Bid:

1. Addendum No. 1 10/9/25  (date of addendum and bidder initials)
2. Addendum No. 2 10/30/25  (date of addendum and bidder initials)
3. Addendum No. 3 10/30/25  (date of addendum and bidder initials)
4. Addendum No. 4 \_\_\_\_\_ (date of addendum and bidder initials)

Project Site Address: **Swan Lake**  
**822 West Liberty Street**  
**Sumter, SC 29150**

**VENDOR NAME:** 3D Dirtworks LLC

**ADDRESS:** 2035 Oswego Hwy.

**CITY-STATE-ZIP:** Sumter, SC 29153

**TELEPHONE NO.:** (803) 469-3478 **FED TAX ID NO.:** 81-2053220

**EMAIL:** 3ddirtworks19@gmail.com

**AUTHORIZED SIGNATURE (WRITTEN):** 

**AUTHORIZED SIGNATURE (TYPE/PRINT):** Brian Squires **DATE:** 11-4-2025  
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 the Vendor Agreements 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.

Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid.

Bidder offers for the City of Sumter's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by the Bidder indicate the amount to be added or deducted from the Contract Sum for each item-unit combination for changes to the project scope after contract execution. Prices listed shall be for the item as detailed or described in the drawings and specifications. The amounts listed on the Schedule of Unit Prices section of this Bid Form include all installation in accordance with the drawings, permits, labor, materials, tools, equipment, transportation, removal, overhead, profit, bonding, fees, insurance, taxes, permits, shipping, handling and other costs both indirect and direct, etc., to complete the Project. The amounts listed on the Schedule of Unit Prices section of this Bid Form shall 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. The City of Sumter reserves the right to include or not include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with the Bidder prior to including in the Contract. The schedule of UNIT PRICES is not inclusive of all project components.

**Schedule of Unit Prices – (Include with Bid)**

<b><u>No. Item</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Price to Add</u></b>	<b><u>Price to Deduct</u></b>
1. Concrete sidewalk	square foot	\$ <u>7.00</u>	\$ <u>4.00</u>
2. Concrete curb and gutter	linear foot	\$ <u>30.00</u>	\$ <u>20.00</u>
3. Concrete roll curb	linear foot	\$ <u>30.00</u>	\$ <u>20.00</u>
4. 12" Concrete border/edge	linear foot	\$ <u>45.00</u>	\$ <u>25.00</u>
5. Brick paver walk	square foot	\$ <u>40.00</u>	\$ <u>25.00</u>
6. 6" concrete border @ pavers	linear foot	\$ <u>30.00</u>	\$ <u>20.00</u>
7. 6' vinyl chain link fence	linear foot	\$ <u>75.00</u>	\$ <u>40.00</u>
8. Brick major column	each	\$ <u>6,000.00</u>	\$ <u>3,000.00</u>
9. Brick minor column	each	\$ <u>4,000.00</u>	\$ <u>3,000.00</u>
10. Stone gateway columns	each	\$ <u>12,000.00</u>	\$ <u>7,000.00</u>
11. 12" Brick wall (retaining)	linear foot	\$ <u>225.00</u>	\$ <u>150.00</u>
12. 12" Brick wall with fencing (not retaining)	linear foot	\$ <u>250.00</u>	\$ <u>150.00</u>
13. 8" Brick wall with fencing	linear foot	\$ <u>285.00</u>	\$ <u>200.00</u>
14. Short iron fencing	linear foot	\$ <u>275.00</u>	\$ <u>195.00</u>
15. Stone base course for play areas	cubic yard	\$ <u>85.00</u>	\$ <u>40.00</u>



Sister Wimberly Playground – Swan Lake

ITB #12 – 25/26

**Addendum #1 – October 9, 2025**

**The following clarifications or additions shall be included in the contract price for the project:**

1. The work associated with this invitation to bid **does not** include playground equipment, surfacing or any items noted as “BY OTHERS” in the bid documents. A playground surfacing and equipment supplier and installer was chosen by a previous RFQ for that scope of work. The bid documents require coordination by the bidding general contractor with the previously-chosen playground surfacing and equipment installer.

**Receipt of this addendum must be acknowledged on the bid form.**

**PLEASE INCLUDE THIS ADDENDUM WITH YOUR BID RETURNS.**

## **Sister Wimberly Playground – Swan Lake**

**ITB #12 – 25/26**

### **Addendum #2 – October 30, 2025**

**The following clarifications or additions shall become part of the contract documents and shall be included in the lump sum contract price for the project:**

1. The contractor shall attend weekly coordination meetings with the City of Sumter project manager and the landscape architect on the project site.
2. Refer to the attached revised page of the bid documents. The time to substantial completion shall be 210 days.
3. Refer to the attached playground installation Gantt chart timeline. Playground equipment installation is to be completed by a previously selected playground installer. After award of contract, the contractor and playground installer shall coordinate sequencing and scheduling and the contractor shall prepare a written schedule for the project including playground installation elements.
4. The contractor is responsible for the removal and disposal of all of the existing play equipment.
5. The fire truck will be removed prior to construction by the City of Sumter and re-positioned at the completion of the project by the City of Sumter.
6. Refer to the revised sheet L1.0 and revised tree protection and removal legend and notes on that sheet for additional information on trees to have stumps removed and trees to have stumps ground.
7. Refer to revised sheets L2.1, L2.2 and L4.2 for extended concrete drive along the east edge of the project area and for additional information about heavy duty concrete pavement in that area. The modified area is between the restroom building and the existing utility building to the east and extends approximately from the parking area south to the revised and extended end of the concrete drive.
8. Refer to revised sheet L2.4 for additional drainage structure details.
9. The city reserves the right to conduct field compaction and concrete strength testing. The contractor should not include such testing in their bid price.

10. A hand hole is not required at the current location of Panel C which is to be relocated to the back of the restroom building. Refer to Note 1 on sheet E4.0. The contractor shall extend the conduits back to Panel-D and re-pull the wire to the first device that it hits. If the contractor would like to install a hand hole, use Quazite Model PG17X30H00 with a flush cover.
11. The contractor shall secure the lay down area with approximately 140 linear feet of temporary 6 foot tall chain link fencing including a gate with a lock. The laydown area shall be locked during non-working hours. The contractor shall coordinate the layout of the fencing with the landscape architect and City of Sumter project manager in order to protect existing trees in the area and to maintain access for park staff along the access drive to all other areas of the park. The contractor shall also install approximately 250 linear feet of tree protection fencing on the west and north sides of the lay down area. The resulting space will yield an approximately 9000 square foot lay down area which is to be shared with the playground equipment installer. Prior to using the lay down area, the contractor shall stake existing irrigation structures with wood stakes to protect them from damage during construction. At project completion the contractor shall fine grade disturbed areas to remove ruts and shall seed the disturbed space with centipede seed according to the seeding sections of the Planting specifications in the project manual. The contractor shall return the irrigation system to its original working order.
12. Stone from existing demolished work shall be cleaned and reused for the construction of new stone pillars. The contractor shall break stones to sizes suitable for the new pillars as detailed on sheet L6.3.
13. Refer to revised details 4 and 5 on sheet L6.1 and detail 2 on sheet L6.4 which clarify that stone below finished playground surfacing is to be installed by the playground installer after excavation and drainage installation by the contractor. Drainage installation by the contractor shall include #57 stone, pipe and geotextile fabric as detailed. Any items not labeled as "BY PLAYGROUND INSTALLER" or "BY OTHERS" shall be installed by the contractor.
14. Refer to revised sheet L7.1 for limits of mulch within existing wooded areas.
15. Refer to revised sheet L7.1 for additional notes regarding the existing irrigation system.
16. Liton part IG14UE-T30 is not an approved substitution for item D on the lighting fixture schedule.

**Receipt of this addendum must be acknowledged on the bid form.**



## **Sister Wimberly Playground – Swan Lake**

**ITB #12 – 25/26**

### **Addendum #3 – October 30, 2025**

**The following clarifications or additions shall become part of the contract documents and shall be included in the lump sum contract price for the project:**

1. Refer to revised sheet L2.1. Note 32 on the “Proposed Site Features Key” has been revised.

**Receipt of this addendum must be acknowledged on the bid form.**



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
06/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	Turbeville Insurance Agency 2718 Middleburg Drive Columbia, SC 29204	<b>CONTACT NAME:</b> Lanty Terrell <b>PHONE (A/C, No, Ext):</b> 803-779-7666 <b>E-MAIL ADDRESS:</b> Lantyter@tiasc.biz	<b>FAX (A/C, No):</b> 803-779-7444
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>	3 D Dirt Works, LLC 2035 Oswego Highway Sumter, SC 29153	<b>INSURER A:</b> SOUTHERN TRUST INS CO <b>INSURER B:</b> Accident Fund Ins Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	12610 10166

## COVERAGES

**CERTIFICATE NUMBER:**

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**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A ✓	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ✓ PROJECT LOC OTHER:			CPP392008240	05/24/2025	05/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ACV392008241	05/24/2025	05/24/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A ✓	UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			ULC392008242	05/24/2025	05/24/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N □	N/A	100056328	06/22/2024 06/22/2025 06/22/2026	06/22/2025 06/22/2026	✓ PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/ Rented Equipment			CPP392008240	05/24/2025	05/24/2026	Limit: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Required By Written Contract With the Named Insured: Certificate Holder is additional insured with respect to General Liability and Auto coverage. A Waiver Of Subrogation in favor of Certificate Holder applies to General Liability, Auto and Workers Compensation coverage. All coverage is subject to policy terms, conditions, limitations and exclusions.

**CERTIFICATE HOLDER**

**CANCELLATION**

Email: [jstoddard@sumtersc.gov](mailto:jstoddard@sumtersc.gov)

## City of Sumter

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

of the Ice III

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION  
**CONTRACTOR'S LICENSING BOARD**

LICENSE#: CLG.119989

**3D DIRTWORKS LLC**

2035 OSWEGO HWY  
SUMTER SC 29153

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

**GENERAL CONTRACTOR**

for each Classification and Group Limitation listed below:

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

**Concrete-CT4, Masonry-MS4, Grading-GD4**

LICENSE NUMBER: CLG.119989

Initial License Date: 04/01/2016

EXPIRATION DATE: 10/31/2026

Qualifying Party(s): SEAN THOMAS DURHAM, JAY BRIAN  
SQUIRES

**Group Limitation Amounts Per Job (i.e. BD "2"):**

Group #1 - \$100,000 Group #4 - \$3,000,000

Group #2 - \$400,000 Group #5 - \$Unlimited

Group #3 - \$1,000,000

*Monica W. Sutton*  
Board Executive

\*\* It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. \*\*

THIS MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business and Professional License

**Sumter County**

**2026**

**3 D DIRTWORKS LLC**

**2035 Oswego Hwy, Sumter, SC 29153**

238910 Site Preparation Contractors

**GENERAL CONTRACTOR - CONCRETE, MASONRY AND GRADING**

**Restrictions: YEARLY RENEWAL**

Class 8.1 Construction Annual - County  
Control #: li-255721

Issued: 04/25/2025

**Expires: 04/30/2026**

*Shawn C. Kuhn*  
AUTHORIZED SIGNATURE

**License is non-transferrable**

THE ABOVE NAMED FIRM IS HEREBY LICENSED TO DO BUSINESS IN SUMTER SUBJECT TO THE PROVISIONS OF ALL ORDINANCES OF THE COUNTY

**BID BOND**

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

3D Dirt Works, LLC As Principal, and Great Midwest Insurance Company, As Surety, are hereby held and firmly bound unto the City of Sumter ("Owner") in the penal sum of 5% of Principal's Bid for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 4th day of November, 2025. 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

Sister Wimberly Playground- Swan Lake  
Landscaping, Concrete, Sidewalks & Pavers

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**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: 3D Dirtworks, LLC / Surety: Great Midwest Insurance Company

3D Dirtworks, LLC

Great Midwest Insurance Company

By:

Elizabeth M. Haun

(SEAL)

Attorney-In-Fact

POWER OF ATTORNEY  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Lantye Terrill, Donna B. DuPre, Elizabeth M. Harmon, Catherine Love Anderson, Tamee Guthrie Wexler, Alysia B Knuckles, Sara Jo Kent

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

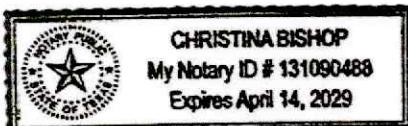
**GREAT MIDWEST INSURANCE COMPANY**



BY \_\_\_\_\_  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY \_\_\_\_\_  
Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 29 Day of Nov. 2026



BY \_\_\_\_\_  
Patricia Ryan  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.