

**RESOLUTION NUMBER 986**

**A RESOLUTION APPROVING THE ENTRY OF A  
PURCHASE CONTRACT IN EXCESS OF \$100,000.00  
(PRISMA HEALTH SHOT POUCH GREENWAY  
LIGHTING AND CAMERA INSTALLATION 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>	Prisma Health Shot Pouch Greenway Lighting and Camera Installation Project
<b>CONTRACTOR/ VENDOR:</b>	AOS Specialty Contractors, Inc. Lexington, South Carolina
<b>PRICE:</b>	\$327,104.00 Funding Source: State Grant 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 IN COUNCIL ASSEMBLED THIS 3<sup>RD</sup> DAY OF JUNE 2025.**

**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: Eric Burnette, Construction Supervisor

DATE: May 9, 2025

SUBJECT: Prisma Health Shot Pouch Greenway Lighting and Camera Installation Project

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A bid opening was held on Thursday, April 10, 2025, in the City of Sumter's Purchasing Room on the 2.5 floor of the Opera House for the Prisma Health Shot Pouch Greenway Lighting and Camera Installation Project. Bids received were as follows:

1. AOS Specialty Contractors, INC.-\$327,104.00
2. Higbe, LLC-\$371,815.83

It is our recommendation that we contract with AOS Specialty Contractors, INC. for the total of \$327,104.00 as they were the low bid for this project.

Those in attendance at the bid opening were as follows:






1. Tony Butts, City of Sumter
2. Chris Taylor, Higbe, LLC
3. Alan Latimer, AOS Specialty Contractors, INC.


CC: Michael Geddings, Director of Public Services  
Tripper Lee, Construction Supervisor





**Prisma Health Shot Pouch Greenway**

 Meter Base	 Camera Pole
 Power Pole	 New Load Center for Lights
 Light	

  
CITY OF Sumter  
SOUTH CAROLINA  
INVEST. • INSPIRE • GLOW





**Prisma Health Shot Pouch Greenway**

Meter Base	Camera Pole
Power Pole	New Load Center for Lights
Light	

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**CITY OF Sumter**  
SOUTH CAROLINA  
INVOLVING THE COMMUNITY





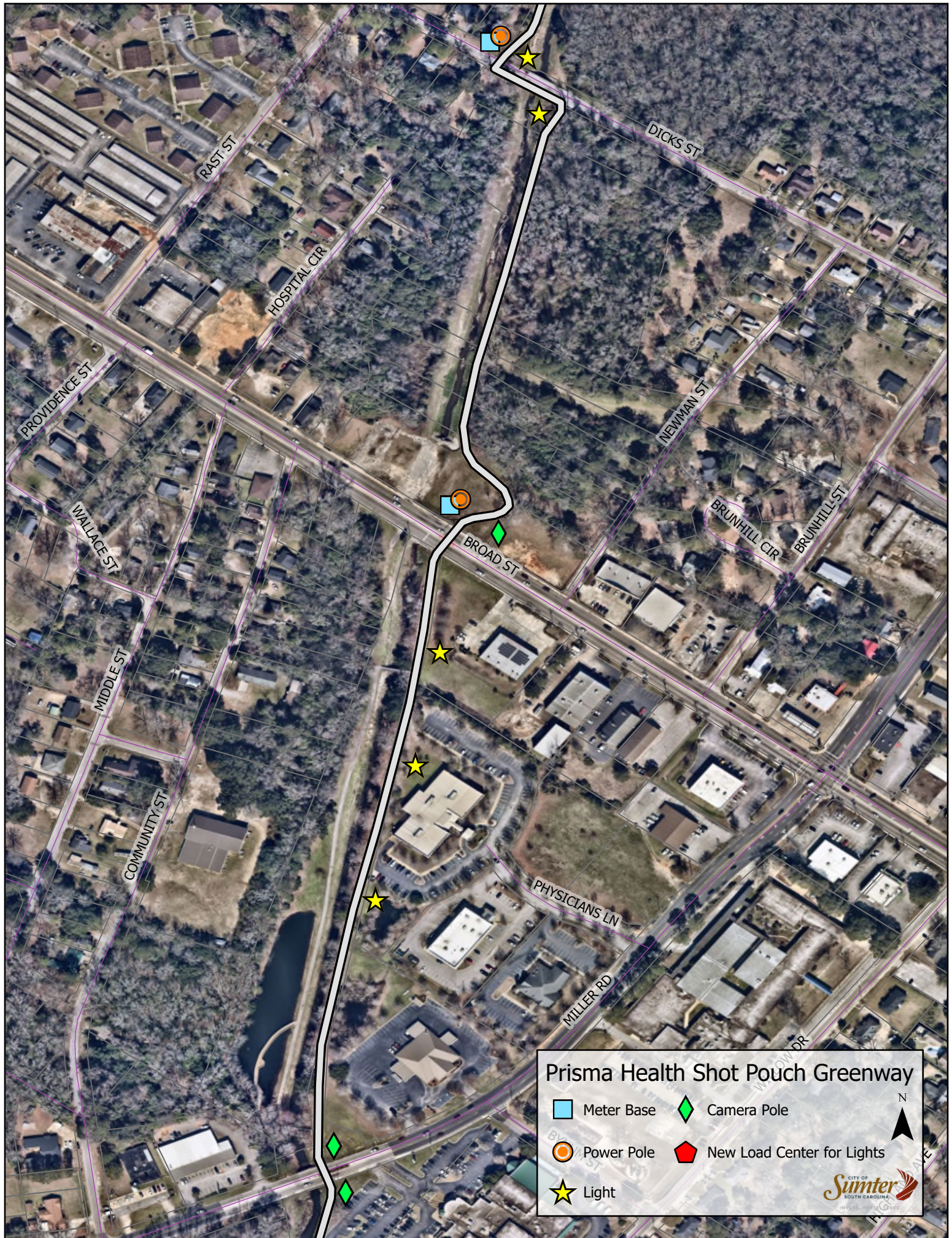
**Prisma Health Shot Pouch Greenway**

Meter Base	Camera Pole
Power Pole	New Load Center for Lights
Light	






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**CITY OF Sumter**  
SOUTH CAROLINA  
HAPPY PEOPLE. GOOD JOBS.





### Prisma Health Shot Pouch Greenway

- |                                                                                                |                                                                                                                  |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|  Meter Base |  Camera Pole                |
|  Power Pole |  New Load Center for Lights |
|  Light      |                                                                                                                  |





ITB NUMBER: ITB #42-24/25

ITEM BID: Shot Pouch Greenway Lighting Project

DEPARTMENT: Construction (E. Burnette)

DATE & TIME: April 10, 2025 @ 2:00 PM / ET

Item	Description	Qty	Unit	AOS Specialty Contractors, Inc.		Higbe, LLC	
				Unit Price	Total Price	Unit Price	Total Price
1a.	Install 28-foot, 6-inch tapered poles with 120 volt / 20 amp powered duplex outlets on each lighted pole and 12-foot 4-inch tapered poles with 120 volt / 20 amp powered duplex outlets on non-lighted poles adjoining handholes along Shot Pouch Greenway IAW plans.						
	Poles with Lights	20	EA	\$5,195.00	\$103,900.00	\$4,536.76	\$90,735.20
	Poles w/out Lights	5	EA	\$4,410.00	\$22,050.00	\$1,280.43	\$6,402.15
b.	Configure poles per plans, allowing feeds from both electrical service as well as Fiber installation from Telco.		ALL	\$3,000.00	\$3,000.00	\$2,427.05	\$2,427.05
2a.	Install 120-volt electrical line into existing conduit and handholes along Greenway.		ALL	\$107,278.00	\$107,278.00	\$66,710.03	\$66,710.03
b.	Trenching and new conduits and lines from existing handholes to handholes at poles.		ALL	\$34,462.00	\$34,462.00	\$54,231.47	\$54,231.47
c.	Establishing of electrical into poles per specifications.		ALL	\$3,000.00	\$3,000.00	\$50,753.21	\$50,753.21
d.	Connections to two (2) existing electrical services.	2	EA	\$1,500.00	\$3,000.00	\$7,790.52	\$15,581.04
e.	Establishment of five (5) new electrical services per plan. Contractor to lead management of installation in coordination with City Facilities and Utilities.		ALL	\$29,714.00	\$29,714.00	\$39,366.20	\$39,366.20
	<b>TOTAL WITHOUT ALTERNATE</b>			\$188,559.00	\$306,404.00		\$326,206.35
	<b>ALTERNATE BID ITEM</b>						
3a.	The conduit and three (3) lighted poles between Hilliard and Wise Drive around property PB 2000-756 are an optional phase and will be priced separately.	3	EA	\$6,900.00	\$20,700.00	\$15,203.16	\$45,609.48
	<b>TOTAL WITH ALTERNATE</b>				\$327,104.00		\$371,815.83



4/10/2025





March 7, 2025

The City of Sumter is soliciting **SEALED** bids for the items listed below. Please list the cost of each item separately. Delivery charges and taxes will also be listed separately. All bids ***MUST*** be received by the Purchasing Department on or before 2:00 PM on March 11, 2025 in the City of Sumter Opera House. **SEALED** Bids may be Mailed, Overnighted or Hand Delivered (BIDS WILL BE DEEMED UNRESPONSIVE IF RETURNED VIA FAX OR EMAIL).

**\*MANDATORY PRE-BID MEETING AT 9 BLAND AVENUE, SUMTER, SC 29150 ON:  
MARCH 18, 2025 at 10:00 AM**

\*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) AND A SUMTER BUSINESS LICENSE ARE REQUIRED BEFORE ANY WORK CAN BEGIN ON CITY OWNED PROPERTY. NEITHER ARE REQUIRED FOR BID.

Anyone wishing to mail or hand deliver bids should address the envelope as follows:

City of Sumter Opera House (City Hall)  
Attn: Purchasing Department  
21 N. Main Street  
Sumter, SC 29150  
**ITB #42 – 24/25: Shot Pouch Greenway Lighting Project**

**The bid ITB number and name must appear on the envelope.** Please email questions concerning specifications/items, and to schedule an inspection of the site to Eric Burnette email: [eburnette@sumtersc.gov](mailto:eburnette@sumtersc.gov). If you have questions concerning the bid process, email Tony Butts at [tbutts@sumtersc.gov](mailto: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  
[www.sumtersc.gov/purchasing/itb](http://www.sumtersc.gov/purchasing/itb)





## 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 #42-24/25**

**NAME OF BID: Shot Pouch Greenway Lighting Project**

**BID MUST BE RECEIVED BY: Tuesday April 10, 2024 at 2:00pm ET at below address.**

**MANDATORY PRE-BID MEETING ON: March 18, 2025 at 10:00 am**

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

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept

21 N. Main Street

Sumter, SC 29150

**ITB #42 – 24/25: Shot Pouch Greenway Lighting Project**

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

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

\*COPIES OF COI's AND BUSINESS LICENSES MAY BE MAILED OR EMAILED TO ([tbutts@sumtersc.gov](mailto:tbutts@sumtersc.gov)).

\*ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.

**BID PRICE WITHOUT ALTERNATE: \$** \_\_\_\_\_

**BID PRICE WITH ALTERNATE: \$** \_\_\_\_\_

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**

**Project Site:** City of Sumter – Swan Lake/Iris Gardens

9 Bland Ave.

Sumter, SC 29150

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY-STATE-ZIP:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_ **FED TAX ID NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**AUTHORIZED SIGNATURE (WRITTEN):** \_\_\_\_\_

**AUTHORIZED SIGNATURE (TYPE/PRINT):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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.

The amounts listed on the Bid Schedule section 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 Schedule section 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. Unit prices and/or lump sums are shown in the Bid Schedule section below. 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.

#### BID SECURITY – ALL BIDS \$25,000 AND OVER

Each Bid MUST be accompanied by certified check of the bidder, or a bid bond prepared on the Form of Bid Bond attached hereto, duly executed by the bidder as principal and having the surety thereon, a surety company approved by the Owner (City of Sumter), in the amount of 5% of the bid. Such checks, or bid bonds will be returned to all EXCEPT the three lowest bidders within three business days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Please do not submit cash as security.



**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)



## 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 with: **ITB # and Bid Name**. 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.

Upon award of a contract or Purchase Order under this proposal, 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.

**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.

**LAW AND REGULATIONS:** The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**OBLIGATION OF RESPONDER:**

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 is 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. COI's may be mailed (same address as bids) or emailed to: Tony Butts ([tbutts@sumtersc.gov](mailto:tbutts@sumtersc.gov)).



**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.

For construction contracts, all items delivered to or drop shipped to the City of Sumter site remain the sole responsibility of the Bidder until fully installed and attached to the City of Sumter which is the subject of this bid; 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.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

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 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.



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.

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.

## **ATTACHMENT 1:**

**Scope of Work:** Installation of electrical service and lighting poles along Shot Pouch Greenway to allow for installation of camera and emergency call boxes (See attached plans for specifications):

### **Base Bid:**

#### **1. Pole Installation**

- a. Installation of 28 foot, 6 inch tapered poles and with 120V 20A powered duplex outlets on each lighted pole and 12 foot 4 inch tapered poles with 120V 20A powered duplex outlets on nonlighted poles adjoining handholes along Shotpouch greenway according to plan specifications page 10. Install poles according to specifications listed on page 10 of plans.
  - i. Poles w/Light - 20
  - ii. Poles w/out Light - 5
- b. Configuration of poles per plan, allowing for feeds from both electrical service as well as Fiber installation from telco.

#### **2. Electrical Service Installation**

- a. Installation of 120V electrical line electrical into existing conduit and handholes along greenway.
- b. Trenching and new conduit and line from existing handholes to handhole at pole.
- c. Establishing of electrical into poles per plan specification.
- d. Connection to two (2) existing electrical services.
- e. Establishment of five (5) new electrical services per plan. Contractor to lead management of installation in coordination with City Facilities and Utility.

### **Bid alternate:**

#### **1. Southview Segment Option**

- a. The conduit and three (3) lighted poles between Hilliard and Wise Drive around property PB 2000-756 are an optional phase and should be priced separately.

### **Project Requirements:**

1. Contractors will be required to obtain all necessary trade permits (when applicable) and must have a local business license.
2. Contractors will be required to erect and maintain all reasonable and necessary safeguards for the protection of people and property. Including but not limited to safety barriers, warnings of dangers and hazards, drop cloths, etc. All safeguards and notices shall remain in place until completion of the work.
3. Work necessitating any closures of the trail should be coordinated with the City.
4. The contractor shall not delegate nor subcontract any performance of the work without prior written consent from the City's Construction Department.
5. The contractor shall include all materials and labor to provide a 100% complete job (turnkey).
6. All materials are to be installed in a good workmanship manner and free from defects.
7. The contractor will install all materials according to the manufacturer's specifications and instructions.
8. The contractor shall provide the owner with a 12-month workmanship warranty in addition to all manufacturer's warranties.



9. The contractor will remove all debris from the site, is responsible for dust control and cleanup from the scope of the work including resodding of any dug sections.
10. The Owner is requesting the Contractor to submit a final and unconditional lien waiver for the Prime Contractor and all Sub-Contractors.
11. Before starting the project, the Contractor shall furnish one or more Certificates of Insurance, in a form acceptable to the City, and a current Sumter City/County business license. Insurance requirement information can be found starting on page 6.
12. The last day to ask questions is March 25, 2025 at 3:00 pm / et. All questions must be in writing (emailed) and submitted to Eric Burnette ([eburnette@sumtersc.gov](mailto:eburnette@sumtersc.gov)). They will be posted on the City's web site and emailed to all who attended the pre bid NLT March 27, 2025 by 4:00 pm.
13. PLEASE NOTE: Some construction is in the wetlands area (attached drawings). Projects in those areas should abide by all wetland's regulations to minimize any impact on the environment.

**Important Dates:**

- Prebid: Tuesday, March 18 at 10:00 am
- Last day for questions: Tuesday, March 25 at 3:00 pm
- Post questions: NLT Thursday, March 27 by 4:00 pm
- Bid submittal: NLT Thursday, April 10 at 2:00 pm

**A MANDATORY PRE-BID AT THE PROJECT SITE IS REQUIRED. BIDS SUBMITTED WITHOUT ATTENDING THE MANDATORY PRE-BID WILL BE REJECTED AND DEEMED UNRESPONSIVE.**

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**

**ATTACHMENT 2:**

**MANDATORY PRE-BID MEETING ON: MARCH 18, 2025 at 10:00 AM / ET**  
**9 BLAND AVENUE, SUMTER, SC 29150**

Bidder will perform the following Work at the indicated unit prices:

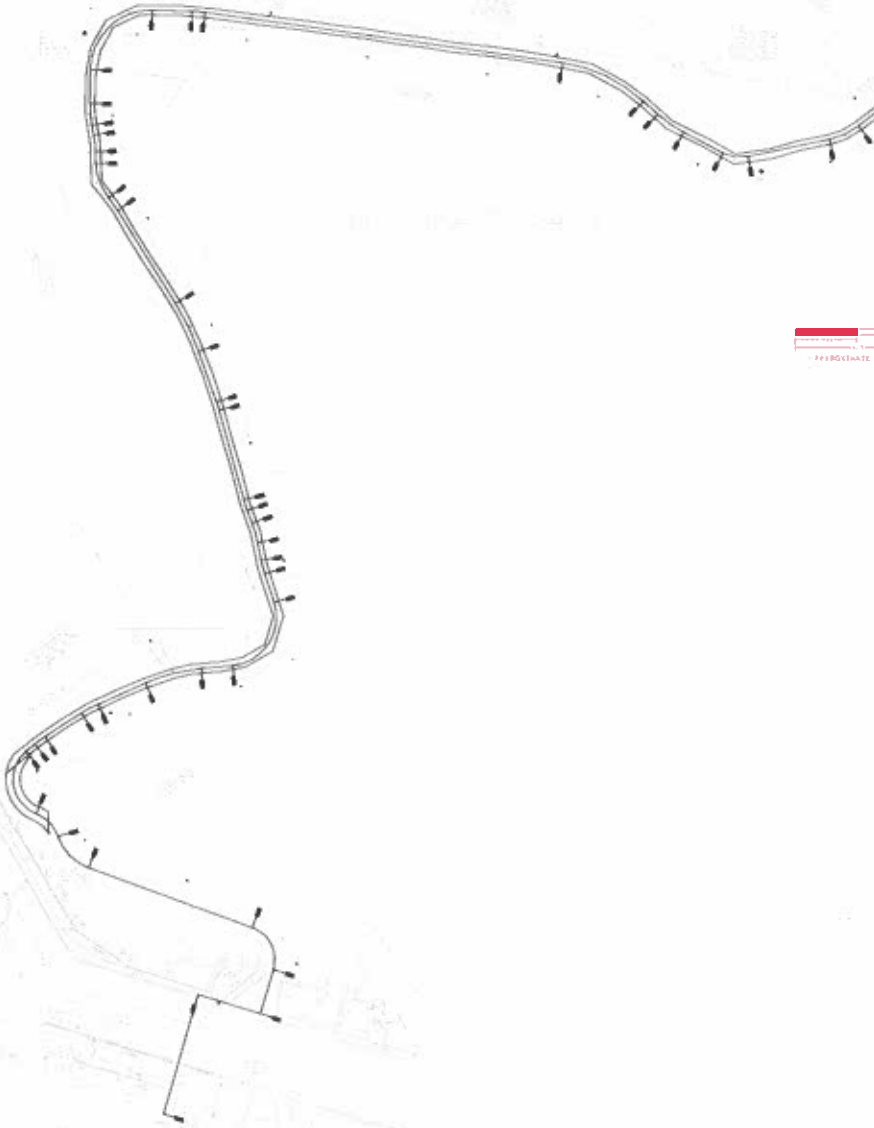
<b>Shot Pouch Greenway Lighting &amp; Power Poles</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit / Ea</b>	<b>Bid Unit Price</b>	<b>Total Bid Amount</b>
1a.	Install 28-foot, 6-inch tapered poles with 120 volt / 20 amp powered duplex outlets on each lighted pole and 12-foot 4-inch tapered poles with 120 volt / 20 amp powered duplex outlets on non-lighted poles adjoining handholes along Shot Pouch Greenway IAW plans.		\$	\$
	Poles with Lights	20	\$	\$
	Poles w/out Lights	5	\$	\$
b.	Configure poles per plans, allowing feeds from both electrical service as well as Fiber installation from Telco.	ALL	\$	\$
2a.	Install 120-volt electrical line into existing conduit and handholes along Greenway.	ALL	\$	\$
b.	Trenching and new conduits and lines from existing handholes to handholes at poles.	ALL	\$	\$
c.	Establishing of electrical into poles per specifications.	ALL	\$	\$
d.	Connections to two (2) existing electrical services.	2	\$	\$
e.	Establishment of five (5) new electrical services per plan. Contractor to lead management of installation in coordination with City Facilities and Utilities.	ALL	\$	\$
	<b>TOTAL WITHOUT ALTERNATE</b>		\$	\$
	<b>ALTERNATE</b>			
3a.	The conduit and three (3) lighted poles between Hilliard and Wise Drive around property PB 2000-756 are an optional phase and will be priced separately.	3	\$	\$
<b>TOTAL INCLUDING ALTERNATE</b>				<b>\$</b>

**ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.**

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**



CONT'D DWG 2



APPROXIMATE SCALE



<b>PROJECT NAME:</b> CITY OF SUMTER - GREENWAY SUMTER, S.C.	<b>FILE NAME:</b>	SHOT POUCH GREENWAY
	<b>ENGINEER:</b>	WEB
	<b>DRAFTER:</b>	WEB
	<b>CHECKED:</b>	
<b>SHEET NAME:</b> LIGHTING AND CAMERA SYSTEMS	<b>APPROVED:</b>	
	<b>DATE:</b>	2/17/2024
<b>REVISIONS</b>		


CONT'D DWG 3




## REVISIONS

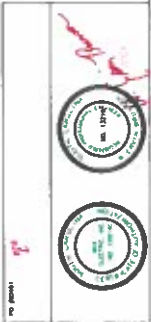


	PROJECT NAME:	FILE NAME	SHOT POUCH GREENWAY
	CITY OF SUMTER - GREENWAY	ENGINEER:	WEB
	SUMTER, S.C.	DRAFTER:	WEB
	SHEET NAME	CHECKED:	
	LIGHTING AND CAMERA SYSTEMS	APPROVED:	
		DATE:	2/17/2024

 WEB ELECTRIC, INC.  
450 SOUTH GUIGNARD DRIVE  
SUMTER, S.C. 29150  
803/773-4102  
FAX 803/775-3636

W. ERVIN BRUNSON  
ENGINEER





REVISIONS

WLB

FILE NAME:	SHOT POUCH GREENWAY
ENGINEER:	WEB
DRAFTER:	WEB
CHECKED:	
APPROVED:	
DATE:	2/17/2024

PROJECT NAME:	CITY OF SUMTER - GREENWAY
SHEET NAME:	LIGHTING AND CAMERA SYSTEMS

NOTE: THIS NEW POWER POLE TO SERVE ALL LAMPS FROM  
MAIN LANE TO OUTLETTED DRIVE

INSTALL 1 INITIAL NEW 35/1T POWER POLE WITH  
NO. 40000LTS. LAMP LATER AND OVERHEAD SERVICE ROUT.  
NO. 40000LTS. FOR "P.L.S."

INSTALL 1 INITIAL NEW OVERHEAD SERVICE ROUTE 18-18  
STEEL WITH BRIDGE HOOKS. RUN TO NO. 40000LTS. TO  
CONDUIT TO SPECIFIED COUPLES W/IN "TO LAMP"

INSTALL 1 INITIAL NEW JOINT POWER POLE. BOX ONLY  
WITH 18-18 "P.L.S." OVERHEAD RUN UP TO NEW OVERHEAD  
SERV. R.O.

CONT'D DWG 5



NOTE: BRIDGE IS  
SLOPE 2% DOWN  
TO RIGHT.  
FOUR 10' SPAN  
SPAN, TOTAL



REVISIONS

1
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PHB

PROJECT NAME: CITY OF SUMTER - GREENWAY SUMTER, S.C.	FILE NAME:	SHOT POUCH GREENWAY
	ENGINEER:	WEB
	DRAFTER:	WEB
	CHECKED:	
SHEET NAME: LIGHTING AND CAMERA SYSTEMS	APPROVED:	
	DATE:	2/17/2024

CONT'D DWG 3



CONT'D DWG 6

APPROXIMATE SCALE

 	
REVISIONS	
1	
<p>FILE NAME: SHOT POUGH GREENWAY</p> <p>ENGINEER: WEB</p> <p>DRAFTER: WEB</p> <p>CHECKED:</p> <p>APPROVED:</p> <p>DATE: 2/17/2024</p>	
<p>PROJECT NAME: CITY OF SUMTER - GREENWAY SUMTER, S.C.</p> <p>SHEET NAME: LIGHTING AND CAMERA SYSTEMS</p>	

NOTE: THIS EXISTING POWER POLE SERVES ALL LOADS FROM MILLER ROAD TO BRAD STREET.

OPTION 2: INSTALL NEW 15000 120 V. BRUNNER IN EXISTING LOCATION TO SERVE ALL NEW LOADS.

NOTE: THIS EXISTING POWER POLE SERVES ALL LOADS FROM BRAD STREET TO MILLER ROAD.

OPTION 3: INSTALL NEW 15000 120V. BRUNNER IN EXISTING LOCATION TO SERVE ALL NEW LOADS.

NOTED: 15000 120V. BRUNNER TO BE INSTALLED AT MILLER ROAD TO SERVE ALL NEW LOADS.

CONT'D DWG 4

CONT'D DWG 7



REVISIONS

WFB

NOTE: THIS NEW POWER POLE TO SERVICE ALL LADING FROM  
BROAD ST. ST. TO DICKS STREET.

FURNISH - INSTALL NEW 50FT POWER POLE WITH  
POTENTIAL, LEAD WIRE AND OVERHEAD CABLES. BASE,  
EIS DETAIL FOR 1047 - NOTES COORDINATE THIS POWER  
POLE WITH POWER COMPANY. THIS MAY BE ADJUSTED TO AN  
EXISTING POWER SERVICE IF AVAILABLE. IF WHICH CASE AN  
8FT POLE IS TO BE SUBSTITUTED.

POLE SPACES AT  
EACH 100' USING  
CITY 3" BRASS  
100-48 OR FASTER  
SHELL THROAT

CONT'D DWG 5

PROJECT NAME: CITY OF SUMTER - GREENWAY SUMTER, S.C.	FILE NAME:	SHOT POUCH GREENWAY
	ENGINEER:	WEB
	DRAFTER:	WEB
	CHECKED:	
SHEET NAME: LIGHTING AND CAMERA SYSTEMS	APPROVED:	
	DATE	2/17/2024

9



CONT'D DWG 8



PROJECT NAME: CITY OF SUMTER - GREENWAY SUMTER, S.C.		FILE NAME: SHOT POUCH GREENWAY	REVISIONS		APPROVED	
SHEET NAME: LIGHTING AND CAMERA SYSTEMS		ENGINEER: WEB	DATE: 2/17/2024		CITY OF SUMTER	
		DRAFTER: WEB			CITY OF SUMTER	
		CHECKED:			CITY OF SUMTER	
		APPROVED:			CITY OF SUMTER	

NOTE: THIS 80' POWER POLE TO SERVE ALL LANE FROM DIXIE STREET TO ILLINOIS DRIVE.

INSTALL NEW 80' POWER POLE WITH METALCLAD, 480V, 1250A, AND 480V/277V/120V/90V/60V/50Hz. ALL DETAIL FOR THIS POLE TO BE PROVIDED BY THE POLE MANUFACTURER. THIS POLE TO BE SPICED TO AN EXISTING POLE AT ILLINOIS DRIVE. NEW CASE FOR THE POLE IS TO BE SUBMITTED.

POLE SPICES AT ILLINOIS DRIVE. CITY OF SUMTER TO PROVIDE ALL DETAIL FOR THIS POLE TO BE SPICED TO AN EXISTING POLE AT ILLINOIS DRIVE.

CONT'D DWG 6

CONT'D DWG 9



REVISIONS

W.B.

FILE NAME: SHOT POUCH GREENWAY

ENGINEER: WEB

DRAFTER: WEB

CHECKED:

APPROVED:

DATE: 2/17/2024

PROJECT NAME:

CITY OF SUMTER - GREENWAY  
SUMTER, S.C.

SHEET NAME:

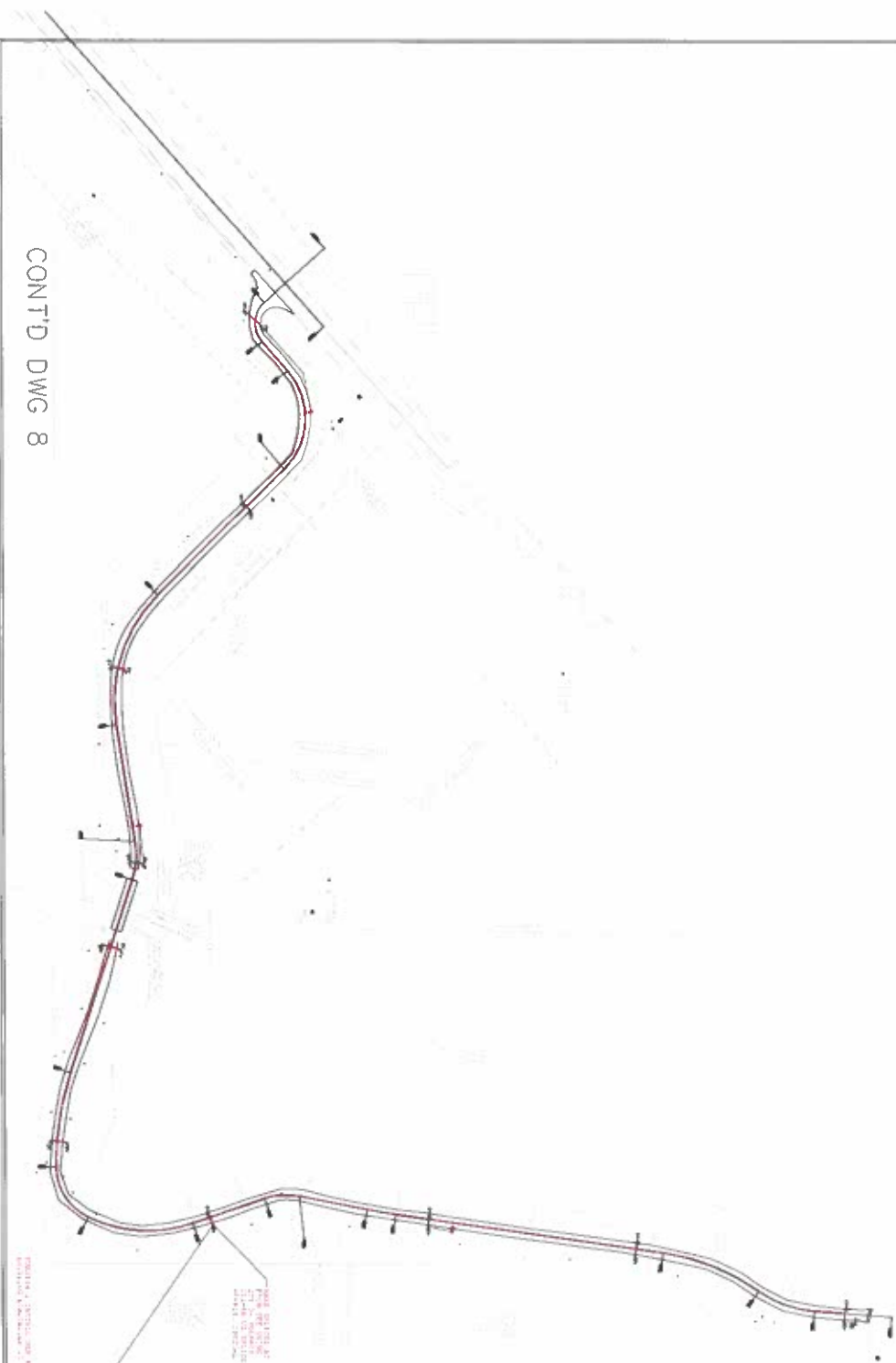
LIGHTING AND CAMERA SYSTEMS

01/8

CONT'D DWG 7


10000 POLARIS  
111-119 DC BRICK  
111-119, TYPICAL

CONT'D DWG 8



NOTES:  
1. ALL LIGHTING AND CAMERA LOCATIONS ARE SHOWN ON THIS SHEET.  
2. ALL LIGHTING AND CAMERA LOCATIONS ARE TO BE INSTALLED AS SHOWN ON THIS SHEET.  
3. ALL LIGHTING AND CAMERA LOCATIONS ARE TO BE INSTALLED AS SHOWN ON THIS SHEET.



<p>PROJECT NAME CITY OF SUMTER - GREENWAY SUMTER, S.C.</p> <p>SHEET NAME LIGHTING AND CAMERA SYSTEMS</p>	<p>FILE NAME SHOT POUCH GREENWAY</p> <p>ENGINEER WEB</p> <p>DRAFTER WEB</p> <p>CHECKED:</p> <p>APPROVED:</p> <p>DATE 2/17/2024</p>	<p></p> <p>WEB ELECTRIC, INC. 450 SOUTH GUIGNARD DRIVE SUMTER, S.C. 29150 803/773-4102 FAX 803/775-3636</p> <p>W. ERVIN BRUNSON ENGINEER</p>	<p>REVISIONS</p>
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[illegible]

## Tony Butts

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**From:** Eric Burnette  
**Sent:** Wednesday, March 26, 2025 11:39 AM  
**To:** Tony Butts  
**Subject:** RE: Q & A

### Shot Pouch Questions

1. Will the city be handling the wetland permit if required? **Yes the City of Sumter will handle permitting**
2. I do not see a wire size for the branch circuits on the plans. Will the city/engineer please provide wire sizes for branch circuits? **I have reached out but do not have confirmation on this**
3. Any working restrictions? **Just normal working hours no special restrictions on the trail itself**
4. What is the load capacity for the walking bridges? **I am waiting on official load capacity and will convey as soon as I find out. Regardless of capacity it will have to be rubber tread/tire equipment and all track marks will have to be cleaned off path after use.**
5. Is fixture P existing that is called out on the plans? **I do not know which fixture they are referring to or on which sheet they are referring to.**
6. Can we stage equipment/material throughout the trial? **Yes as long as it doesn't effect the use of the trail**

Thanks,

### **Eric Burnette**

**Construction Supervisor**  
**Construction/Electrical Department**  
**303 E. Liberty Street (PO Box 1449)**  
**Sumter, SC 29150**  
**803-436-2618 (Office)**  
**803-305-7058 (Cell)**  
**803-774-3980 (Fax)**



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**From:** Tony Butts <tbutts@sumtersc.gov>  
**Sent:** Wednesday, March 26, 2025 10:41 AM  
**To:** Eric Burnette <Eburnette@sumtersc.gov>  
**Cc:** Tripper Lee <tlee@sumtersc.gov>  
**Subject:** Q & A

Eric,

Please don't forget the questions and answers.



[illegible]



## 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 #42-24/25**

**NAME OF BID: Shot Pouch Greenway Lighting Project**

**BID MUST BE RECEIVED BY: Tuesday April 10, 2024 at 2:00pm ET at below address.**

**MANDATORY PRE-BID MEETING ON: March 18, 2025 at 10:00 am**

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

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept

21 N. Main Street

Sumter, SC 29150

**ITB #42 – 24/25: Shot Pouch Greenway Lighting Project**

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

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

\*COPIES OF COI's AND BUSINESS LICENSES MAY BE MAILED OR EMAILED TO ([tbutts@sumtersc.gov](mailto:tbutts@sumtersc.gov)).

\*ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.

**BID PRICE WITHOUT ALTERNATE: \$ 306,404.00**

**BID PRICE WITH ALTERNATE: \$ 327,140.00**

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**

**Project Site:** City of Sumter – Swan Lake/Iris Gardens  
9 Bland Ave.  
Sumter, SC 29150

**VENDOR NAME:** AOS Specialty Contractors, Inc.

**ADDRESS:** 1224 Two Notch Rd

**CITY-STATE-ZIP:** Lexington, SC 29073

**TELEPHONE NO:** 803-798-6831 **FED TAX ID NO.:** 43-1976352

**EMAIL:** Allen@aossc.org, Joni@aossc.org

**AUTHORIZED SIGNATURE (WRITTEN):** Jane Chesnutt

**AUTHORIZED SIGNATURE (TYPE/PRINT):** Jane Chesnutt, Vice President **DATE:** 04/10/25

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.

**ATTACHMENT 2:**

**MANDATORY PRE-BID MEETING ON: FEBRUARY 25, 2025 at 10:00 AM / ET**  
**9 BLAND AVENUE, SUMTER, SC 29150**

Bidder will perform the following Work at the indicated unit prices:

<b>Shot Pouch Greenway Lighting &amp; Power Poles</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit / Ea</b>	<b>Bid Unit Price</b>	<b>Total Bid Amount</b>
1a.	Install 28-foot, 6-inch tapered poles with 120 volt / 20 amp powered duplex outlets on each lighted pole and 12-foot 4-inch tapered poles with 120 volt / 20 amp powered duplex outlets on non-lighted poles adjoining handholes along Shot Pouch Greenway IAW plans.		\$	\$
	Poles with Lights	20	\$ 5,195.00	\$ 103,900.00
	Poles w/out Lights	5	\$ 4,410.00	\$ 22,050.00
b.	Configure poles per plans, allowing feeds from both electrical service as well as Fiber installation from Telco.	ALL	\$ 3,000.00	\$ 3,000.00
2a.	Install 120-volt electrical line into existing conduit and handholes along Greenway.	ALL	\$ 107,278.00	\$ 107,278.00
b.	Trenching and new conduits and lines from existing handholes to handholes at poles.	ALL	\$ 34,462.00	\$ 34,462.00
c.	Establishing of electrical into poles per specifications.	ALL	\$ 3,000.00	\$ 3,000.00
d.	Connections to two (2) existing electrical services.	2	\$ 1,500.00	\$ 3,000.00
e.	Establishment of five (5) new electrical services per plan. Contractor to lead management of installation in coordination with City Facilities and Utilities.	ALL	\$ 29,714.00	\$ 29,714.00
	<b>TOTAL WITHOUT ALTERNATE</b>		\$ 306,404.00	\$ 306,404.00
	<b>ALTERNATE</b>			
3a.	The conduit and three (3) lighted poles between Hilliard and Wise Drive around property PB 2000-756 are an optional phase and will be priced separately.	3	\$ 6,900.00	\$ 20,700.00
<b>TOTAL INCLUDING ALTERNATE</b>				<b>\$ 327,104.00</b>

**ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.**

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**





**MARCH 26, 2025**

**ITB #42-24/25: SHOT POUCH GREENWAY LIGHTING PROJECT**

**ANSWERS TO QUESTIONS**

1. Will the city be handling the wetland permit if required?  
**Yes the City of Sumter will handle permitting.**
2. I do not see a wire size for the branch circuits on the plans. Will the city/engineer please provide wire sizes for branch circuits?  
**I have reached out but do not have confirmation on this.**
3. Any working restrictions?  
**Just normal working hours no special restrictions on the trail itself.**
4. What is the load capacity for the walking bridges?  
**I am waiting on official load capacity and will convey as soon as I find out. Regardless of capacity it will have to be rubber tread/tire equipment, and all track marks will have to be cleaned off path after use. Please refer to the additional pages for details.**
5. Is fixture P existing that is called out on the plans?  
**I do not know which fixture they are referring to or on which sheet they are referring to.**
6. Can we stage equipment/material throughout the trial?  
**Yes as long as it doesn't affect the use of the trail.**

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

**Prepared by: Anthony J. Butts, Jr., City of Sumter Procurement Agent**

**BID BOND**

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

AOS Specialty Contractors, Inc. As Principal, and

Merchants National Insurance Company As Surety, are hereby

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

Five Percent of Bid \*\*\* (5% of Bid) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 10th day of April, 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

Shot Pouch Greenway Lighting Project

ITB#42 - 24/25

**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: AOS Specialty Contractors, Inc. / Surety: Merchants National Bonding, Inc.

By: Bobby Stokes, Jr. (SEAL) By: C. Wayne McCartha  
Bobby Stokes, Jr., President C. Wayne McCartha, Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

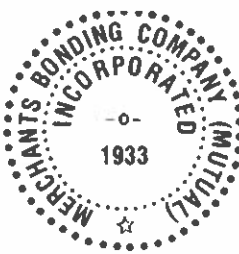
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of April, 2025.



*William Warner Jr.*  
Secretary





## 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 #42-24/25**

**NAME OF BID: Shot Pouch Greenway Lighting Project**

**BID MUST BE RECEIVED BY: Tuesday April 10, 2024 at 2:00pm ET at below address.**

**MANDATORY PRE-BID MEETING ON: March 18, 2025 at 10:00 am**

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

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept

21 N. Main Street

Sumter, SC 29150

**ITB #42 – 24/25: Shot Pouch Greenway Lighting Project**

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

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

\*COPIES OF COI's AND BUSINESS LICENSES MAY BE MAILED OR EMAILED TO ([tbutts@sumtersc.gov](mailto:tbutts@sumtersc.gov)).

\*ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.

**BID PRICE WITHOUT ALTERNATE: \$** 226,206.40

**BID PRICE WITH ALTERNATE: \$** 371,815.89

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**

**Project Site:** City of Sumter – Swan Lake/Iris Gardens  
9 Bland Ave.  
Sumter, SC 29150

**VENDOR NAME:** Higbe LLC

**ADDRESS:** 3126 Princess Pond Rd

**CITY-STATE-ZIP:** Summerton, SC 29148

**TELEPHONE NO:** 803.410.8433 **FED TAX ID NO.:** 27-2014560

**EMAIL:** dhigbe@higbe.com or shigbe@higbe.com

**AUTHORIZED SIGNATURE (WRITTEN):** 

**AUTHORIZED SIGNATURE (TYPE/PRINT):** Shawn M Higbe **DATE:** 4/10/2025 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.

**ATTACHMENT 2:**

**MANDATORY PRE-BID MEETING ON: FEBRUARY 25, 2025 at 10:00 AM / ET**  
**9 BLAND AVENUE, SUMTER, SC 29150**

Bidder will perform the following Work at the indicated unit prices:

<b>Shot Pouch Greenway Lighting &amp; Power Poles</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit / Ea</b>	<b>Bid Unit Price</b>	<b>Total Bid Amount</b>
1a.	Install 28-foot, 6-inch tapered poles with 120 volt / 20 amp powered duplex outlets on each lighted pole and 12-foot 4-inch tapered poles with 120 volt / 20 amp powered duplex outlets on non-lighted poles adjoining handholes along Shot Pouch Greenway IAW plans.		\$	\$
	Poles with Lights	20	\$ 4,536.76	\$ 90,735.27
	Poles w/out Lights	5	\$ 1,280.43	\$ 6,402.14
b.	Configure poles per plans, allowing feeds from both electrical service as well as Fiber installation from Telco.	ALL	\$ 97.08	\$ 2,427.05
2a.	Install 120-volt electrical line into existing conduit and handholes along Greenway.	ALL	\$ 2,668.40	\$ 66,710.03
b.	Trenching and new conduits and lines from existing handholes to handholes at poles.	ALL	\$ 2,169.26	\$ 54,231.47
c.	Establishing of electrical into poles per specifications.	ALL	\$ 2,630.13	\$ 50,753.21
d.	Connections to two (2) existing electrical services.	2	\$ 7,790.52	\$ 15,581.03
e.	Establishment of five (5) new electrical services per plan. Contractor to lead management of installation in coordination with City Facilities and Utilities.	ALL	\$ 7,873.24	\$ 39,366.20
	<b>TOTAL WITHOUT ALTERNATE</b>		\$	\$ 326,206.46
	<b>ALTERNATE</b>			
3a.	The conduit and three (3) lighted poles between Hilliard and Wise Drive around property PB 2000-756 are an optional phase and will be priced separately.	3	\$ 15,203.16	\$ 45,609.49
<b>TOTAL INCLUDING ALTERNATE</b>				\$ 371,815.89

**ALL PRICING INCLUDES DELIVERY, FREIGHT, MATERIAL AND TAXES.**

**PROJECT MUST BE COMPLETED WITHIN 90 DAYS FROM ISSUE OF NOTICE TO PROCEED.**

## Cashier's Check

**First Citizens Bank**First-Citizens Bank & Trust Company  
Raleigh, North Carolina

66-1252/531

Branch No. 00257

0502437131

Date 04/10/2025Pay to the  
order of

\*\*\*CITY OF SUMTER\*\*\*

\$ \$19,000.00

\*\*Nineteen Thousand and 00/100\*\*

Dollars

Notice To Customers  
The purchase of an Indemnity Bond or an Insurance Bond may be required before an official  
check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

Remitter HIGBE LLC

05-10050M (06/19)

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