



**FLORENCE COUNTY**  
**SOUTH CAROLINA**

**INVITATION-TO-BID NO. 13-16/17**

**Renovations to Lake City Train Depot Building**

**Bid Opening Date/Time: January 12, 2017 at 3:05 p.m. (EST)**

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Florence County is accepting bids from qualified contractors to provide Renovations to the Lake City Train Depot Building.

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the **Florence County Procurement Office at the County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431** no later than **Thursday, January 12, 2017 at 3:00 p.m. (EST).**

The sealed bids will then be opened and read aloud in Room 210-C at the County Complex at 3:00 p.m. (ET) on Thursday, January 12, 2017.

Bids must be clearly marked, “Renovations to Lake City Train Depot Building-Bid No. 13-16/17”. Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted nor considered. Electronic bids will not be accepted. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Bids may be withdrawn by offeror prior to, but not after, the time set for the opening.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the County that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of County projects to the extent practical and consistent with the efficient performance of the contract.

Florence County reserves the right to engage in discussions with any or all responsible responders who submit bids for the purpose of clarification to assure full understanding of and responsiveness to this request.

This request for bids does not commit Florence County to award a contract, to pay any cost incurred in the preparation of bids or to procure or contract for the articles of goods or services. Florence County reserves the right to accept or reject any or all bids received as a result of this request or to cancel in part or in its entirety this solicitation, if it is in the best interest of the County to do so.

**SCOPE OF WORK**

Provide renovations to the lake city train depot building as specified in attached drawings and specifications. This building currently houses a Restaurant and the Lake City Chamber of Commerce. The building is located at 144 South Acline Street, Lake City, SC 29560.

Selected bidder will have 180 days to complete construction but will not be allowed to perform any work activities on April 21-29, 2017. Prior to April 21, 2017, the site will need to be clean and free of construction materials/equipment and accessible for the Artfields event. Construction of the new handicap access ramp shall be performed first before construction on other items begins.

Work includes but is not limited to:

- Demolition of shingle roofing, deteriorated roof decking, deteriorated wood fascia boards, deteriorated wood siding, deteriorated wood decking boards, deteriorated wood railing and wood window units
- New Wood Window Units
- Fascia and Soffit Board Repair/Replacement
- Painting
- New Wood Handicapped Accessible Ramp and Railings
- Wooden Decking and Railing Repair/Replacement
- Roofing Deck Repair/Replacement
- New Shingle Roofing and Underlayment
- Board and Batten Siding Repair/Replacement
- Restoration of Existing Brick Masonry and Mortar Joints
- New Galvanized Metal Pipe Guardrail
- New Aluminum Gutter and Downspouts

**NOTE:** Florence County highly recommends that each bidder conduct a site visit prior to placing a bid. Failure to do so will not negate the responsibility of the successful bidder to perform this job as specified and as approved by Florence County.

**IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015):**

1. The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov/PS/20150105\\_SC\\_IDA\\_List-Final.pdf](http://procurement.sc.gov/PS/20150105_SC_IDA_List-Final.pdf) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.
2. By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

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**MINIMUM MANDATORY REQUIREMENTS**

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
3. The successful vendor must be able to meet all Federal, State, and local regulations required for this project.

**LOCAL PREFERENCE**

During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by Five percent (5%), not to exceed a maximum consideration of \$10,000 total. If after application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The local vendor will be required to match the bid submitted by the non-local low responsive/responsible bidder.

A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Florence County, and maintains within the County a representative inventory or commodities on which the bid is submitted and has paid all taxes duly assessed.

**INSTRUCTIONS TO BIDDERS**

- 1) **TAXES:**
  - a) Florence County pays SC Sales Taxes in the amount of 8%. **INCLUDE SC SALES TAX WITH YOUR BID.**
- 2) **NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT** Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the County, must furnish Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.
  - a) If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.
- 3) **EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT** By entering into this Agreement, the Design Team hereby certifies to County that it will verify the employment status of any new employees, and require any consultants or sub-consultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal

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Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

4) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

5) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be 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. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall

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include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the sealed bid.

- i) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
- j) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered. All addendums issued in accordance with this bid request may be obtained from the Florence County Procurement Office located at the County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing [wlybrand@florenceco.org](mailto:wlybrand@florenceco.org) or by visiting the Florence County public bids web page at the following link for 13-16/17: <http://www.florenceco.org/offices/procurement/bids/>.
- k) All questions pertaining to this bid must be submitted in writing by e-mailing [wlybrand@florenceco.org](mailto:wlybrand@florenceco.org) no later than **3:00 p.m. (EST) Thursday, December 29, 2016**. Only written questions will be considered formal.

6) BIDDER QUALIFICATIONS:

- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

7) BID BOND (SURETY) REQUIREMENTS:

- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding twenty-five thousand dollars (\$25,000.00). Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
- c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.
- d) **One of the above requirements must be met for your response to be considered.**

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8) EXECUTION OF CONTRACT:

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

9) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within ten (10) working days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

10) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
  - The Complete Bid Document
  - All Addenda
  - The Successful Bidder's Submitted Bid Document
  - Notice of Award (Verbal or Written)
  - Purchase Order/Agreement/Contract
  - Insurance Certification

11) ORDER OF PRECEDENCE

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

12) INSURANCE AND BONDS:

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

13) EXAMINATION OF PROJECT'S WORK SITES:

- a) 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.



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14) INTERPRETATIONS OF SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening sealed bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

15) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) 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 bidder.

16) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

17) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDHEC), 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.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

18) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.

19) OBLIGATION OF BIDDER:

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

**VENDOR AGREEMENTS**

1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County 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 County. Florence

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County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

2) GENERAL TERMS:

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. 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 Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.

3) SPECIFIC TERMS:

- a) 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 Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- b) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- c) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- d) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- e) Florence County has a local preference of 5%, which may be applied in bid award determination.
- f) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- g) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- h) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

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- i) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- j) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- k) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County 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, 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 County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- l) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- m) The successful vendor shall indemnify and hold harmless the Florence County, 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.
- n) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- o) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors 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.

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- p) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- q) Unless specifically requested, submit one (1) copy of your response.
- r) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- s) All submittals become the property of Florence County.
- t) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
- u) 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 bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder 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.

**BID BOND (SURETY) REQUIREMENT**

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

**For all responses submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.**

**BID SURETY OPTIONS:**

**Option A:**

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

**Option B:**

For all bidders not meeting the criteria of "Option A" above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

**One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.**

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SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 said Bid) and shall in all other respects perform the agreement caused 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 any and 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 hands 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.

\_\_\_\_\_(L. S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

By:\_\_\_\_\_  
(SEAL)

**INSURANCE REQUIREMENTS**

The contractor shall agree to hold harmless, indemnify and defend Florence County, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The contractor shall agree to maintain sufficient comprehensive general liability insurance, naming Florence County as additional insured in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Florence County Procurement Office by an appropriate certificate-of-insurance issued by the contractor's insurance agent.


Further, the contractor shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime contractor and subcontractor shall agree to hold harmless, indemnify and defend the Florence County, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the contractor shall insure that all subcontractors, agents or assigns of the contractor, maintain sufficient comprehensive general liability insurance, naming the Florence County, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Procurement Officer by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the contractor.

The contractor shall obtain and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by South Carolina law, and in case any such services are sublet, the contractor shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

<b>FLORENCE COUNTY, SOUTH CAROLINA</b> , a Body Politic and Corporate and a Political Subdivision of the State of SC	MAIL TO: Florence County Procurement 180 N. Irby Street County Complex MSC-R Florence, SC 29501	
<b>SEALED BID NO. 13-16/17</b> , Renovations to Lake City Train Depot Building	HAND CARRY TO: Procurement Office, Room B-5 County Complex, 180 N. Irby Street Florence, South Carolina 29501	
<b>Bids will be received at the Procurement Office, County Complex, 180 N. Irby Street, Rm. B-5 until January 12, 2017 at 3:00 p.m. (EST).</b>	TELEPHONE NO. (843) 665-3018	
<b>Then Publicly Opened in Rm. 210-C On January 12, 2017 at 3:05 p.m.</b>	<b>NOTE: PLEASE SUBMIT THE PARTIAL BID ITEM LISTING ALONG WITH THIS BID SHEET!</b>	

LEGAL COMPANY NAME: \_\_\_\_\_

D/B/A IF APPLICABLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL ID (TAX ID) NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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**TOTAL BID PRICE:**

\$ \_\_\_\_\_

**Total Bid Amount in Words**

\_\_\_\_\_



Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

PARTIAL BID ITEM LISTING TO BE USED FOR EVALUATION PURPOSES ONLY BY THE OWNER

Removal and disposal of existing wood cross tie ramp (D5), and furnish/installation of new handicapped accessible ramp (26)

\$ \_\_\_\_\_

Removal and disposal of damaged and/or deteriorated existing wood railings, pickets, steps, and decking (D11, D15, D16), and furnish/installation of new wood railings, pickets, steps and decking (24, 25)

\$ \_\_\_\_\_

Removal and disposal of damaged and/or deteriorated existing wood board/batten siding, trim boards, and OSB siding (D9, D10), and furnish/installation of new wood board/batten siding and trim (13, 21, 23).

\$ \_\_\_\_\_

Removal and disposal of existing shingle roofing, underlayment, damaged and/or deteriorated roof decking boards, wood fascia, soffit boards and metal drip edge (D1, D2, D3, D4), and furnish/installation of new wood roof decking boards, fascia boards, soffit boards, metal drip edge, underlayment and shingle roofing (3, 4, 5, 6, 7, 8, 9)

\$ \_\_\_\_\_

Removal and disposal of existing wood window units, brick moulding and interior casing (D17), and furnish/installation of new wood window units, brick moulding and interior casing (30).

\$ \_\_\_\_\_

Proper preparation of surfaces and painting of exterior items indicated (8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 25, 28, 29)

\$ \_\_\_\_\_

Removal and disposal of loose and spalling existing brick, loose and damaged mortar material, and furnish/installation of restoration brick and mortar material (1, 2).

\$ \_\_\_\_\_

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the scope of services, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least ninety (90) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states 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 the 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 Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid 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 Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

**SAMPLE CONTRACT NO. 13-16/17**

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the "County") and \_\_\_\_\_, the address of which is \_\_\_\_\_ (hereinafter the "Contractor"), for and in consideration of the mutual covenants herein set forth, and in consideration of services stated herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE 1**

### **DOCUMENTS INCORPORATED BY REFERENCE**

- 1.1 This Contract shall include the County's Invitation to bid no. 13-16/17 including the scope of service, all addenda issued (if any), the Contractor's submitted bid response, and all forms required in the bid documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 1.2 Contractor shall comply with all applicable Federal, State, and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State, and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

The Contractor shall perform **Renovations to the Lake City Train Depot Building** for the County. All of the services required, implied, or reasonably inferable from this Contract include, but is not limited to, the following:

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

- 2.1 The Contractor will complete the entire services described in the contract documents, in accordance with the terms herein, and the Scope of Services, all as may be amended from time to time.
- 2.2 Contractor shall furnish any and all required insurance certificate(s) and endorsement(s) as requested by the County for the entire term of the contact period.
- 2.3 Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for **Renovations to the Lake City Train Depot Building** as stated in the scope of work of Bid No. 13-16/17 and the Contractor's response to Bid No. 13-16/17.
- 2.4 Coordination of the Work and administration of this Agreement shall be by Florence County or his designee.

**ARTICLE 3**  
**REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

- 3.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits, and other authorizations necessary to act as the general contractor for, and to construct, the Project.
- 3.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 3.3 The Contractor has received, reviewed and examined all the documents which make up the Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient to complete the Project.

**ARTICLE 4**  
**INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

- 4.1 This Contract constitutes the entire and exclusive agreements between the parties with reference to the service, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 4.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the stated Contract Price.
- 4.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 4.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 4.5 The words “include,” “includes,” and “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”.
- 4.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 4.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- 4.7.1 As between this document and the scope of services or specifications, this document shall govern.
- 4.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

**ARTICLE 5**  
**FIXED PRICE AND CONTRACT PAYMENTS**

- 5.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor’s timely performance of its obligations hereunder in the amount not to exceed \_\_\_\_\_ Dollars (\$). This price shall constitute the Contract Price.
- 5.2 When the Project is complete and the Contractor is ready for a final review, it shall notify the County. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete and in full accordance with this Contract and that the

Contractor has performed all of its obligations to the County hereunder, the County will pay the Contract Price to the Contractor.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

**ARTICLE 6**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 6.1 The Contractor shall not perform work without adequate plans and specifications. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.
- 6.2 All work shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Work, unless otherwise specified in the Contract Documents.
- 6.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to all subcontractors or employees. The Contractor shall provide on-site supervision while any portion of the work is being performed.
- 6.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.
- 6.5 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or acts of its employees and subcontractors in a reasonably clean condition during the performance of the work. Upon substantial completion, the Contractor shall clean the Project site of all debris, trash and excess materials and equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for the same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

6.6 At all times relevant to this Contract, the Contractor shall permit the County and its designated representative(s) to enter upon the Project site to review or inspect the work and any materials on the site without formality or other procedure.

6.7 **PROTECTION OF PERSONS AND PROPERTY.** It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

## **ARTICLE 7 INDEMNITY**

7.1 The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Services as follows:

7.2 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Services, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

7.3 Notwithstanding any other term or provision of this Contract, Contractor shall only be liable for actual damages involved in any litigation between it and County and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under

this Contract, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

## **ARTICLE 8**

### **TERMINATION BY THE COUNTY**

The County may terminate the Contract in accordance with the following terms and conditions:

- 8.1 The County can terminate without cause with a 30-day written notice. Upon receipt of the written termination notice, services and billing shall be immediately discontinued unless the notice directs otherwise, and all expenses incurred up to that time will be due the contractor upon valid documentation justifying such expenses.
- 8.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the services and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 8.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- 8.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

## **ARTICLE 9**

### **INSURANCE**

- 9.1 The successful firm(s) shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful firm shall name Florence County, South Carolina, its elected and appointed officials, officers, and employees "Additional Insured" as their interests may appear but only with respect to services performed or provided by successful firm on behalf of the County under Consultant's commercial general liability insurance policy.



- 9.2 The successful firm shall, within 10 calendar days of the full execution of any contract, provide the County's Procurement Officer with a certificate(s) of insurance evidencing the coverage required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 calendar days after the insurer or the selected firm gives written notice to the County.
- 9.3 Without limiting the provisions of paragraph above, the selected firm shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below: The successful firm(s) shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm(s) shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.
- 9.3.1 Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee.
- 9.3.2 Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate.
- 9.3.3 Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident.
- 9.3.4 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate  
The selected firm shall require any subconsultants (if any) to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected firm. In addition, the selected firm shall require any subconsultants (if any) to assume the selected firm's indemnification obligations under any contract resulting from this bid to the extent they relate to the subconsultant's obligations under any contract with the selected firm.

**ARTICLE 10**  
**DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- 10.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County upon request, and shall be reworked at no cost in time or money to the County.
- 10.2 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all review, inspections and other expenses incurred as a result thereof.

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the project, and in addition to other remedies provide herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

**ARTICLE 11  
SURETY BONDS**

The contractor shall furnish separate performance and payment bonds to the county, as required by the Invitation to Bid. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

**ARTICLE 12  
ENTIRE AGREEMENT**

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

**ARTICLE 13  
SEVERABILITY**

If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be give effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

**ARTICLE 14  
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**ARTICLE 15**  
**NOTICES**

All notices to each party to this Contract shall be in writing, and sent as follows party representatives or their designee:

**To County:**

Patrick D. Fletcher, Procurement Director  
Florence County  
180 North Irby Street, MSC-G  
Florence, SC 29501  
Telephone: (843) 665-3018  
Fax: (843) 843-664-9668  
E-Mail: [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org)

**To Contractor:**

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All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

**ARTICLE 16**  
**APPLICABLE LAW**

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery

Renovations to Lake City Train Depot Building  
BID NO. 13-16/17

such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

**ARTICLE 17**  
**SUCCESSOR AND ASSIGNS**

Each party binds itself, it successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assign, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

**IN WITNESS WHEREOF**, the parties have executed this Agreement in two originals on the day and year first written above.

**WITNESS:**

**FOR CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

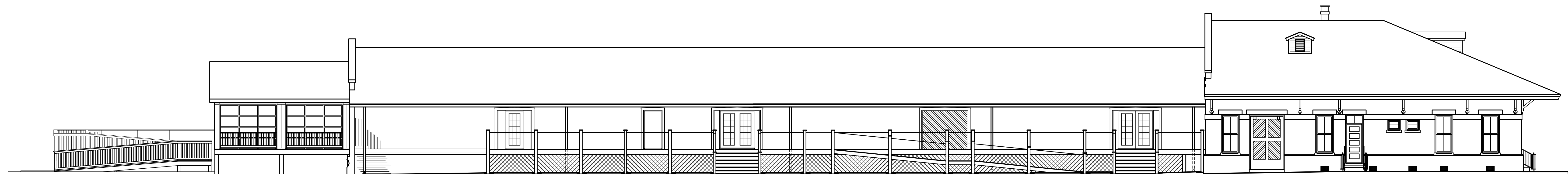
Title: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

**FOR FLORENCE COUNTY:**

\_\_\_\_\_  
Patrick D. Fletcher, CPPB  
Procurement Director

\_\_\_\_\_  
K. G. (Rusty) Smith  
Florence County Administrator



RENOVATIONS  
to  
LAKE CITY TRAIN DEPOT BUILDING  
LAKE CITY, SOUTH CAROLINA

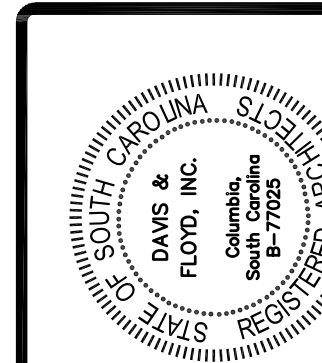
## INDEX OF DRAWINGS

## GENERAL

CO COVER SHEET &amp; INDEX OF DRAWINGS

## ARCHITECTURAL

D100	DEMOLITION FLOOR PLAN & NOTES
D200	DEMOLITION ELEVATIONS & NOTES
A100	EXISTING FLOOR PLAN - NEW WORK
A200	EXISTING ELEVATIONS - NEW WORK
PH100	PHOTOS OF EXISTING CONDITIONS
PH101	PHOTOS OF EXISTING CONDITIONS
PH102	PHOTOS OF EXISTING CONDITIONS
PH103	PHOTOS OF EXISTING CONDITIONS



**DAVIS & FLOYD**  
SINCE 1954

WWW.DAVISFLOYD.COM  
319 HIGHWAY 72 / 221 EAST  
GREENWOOD, SC 29649  
864.220.5214

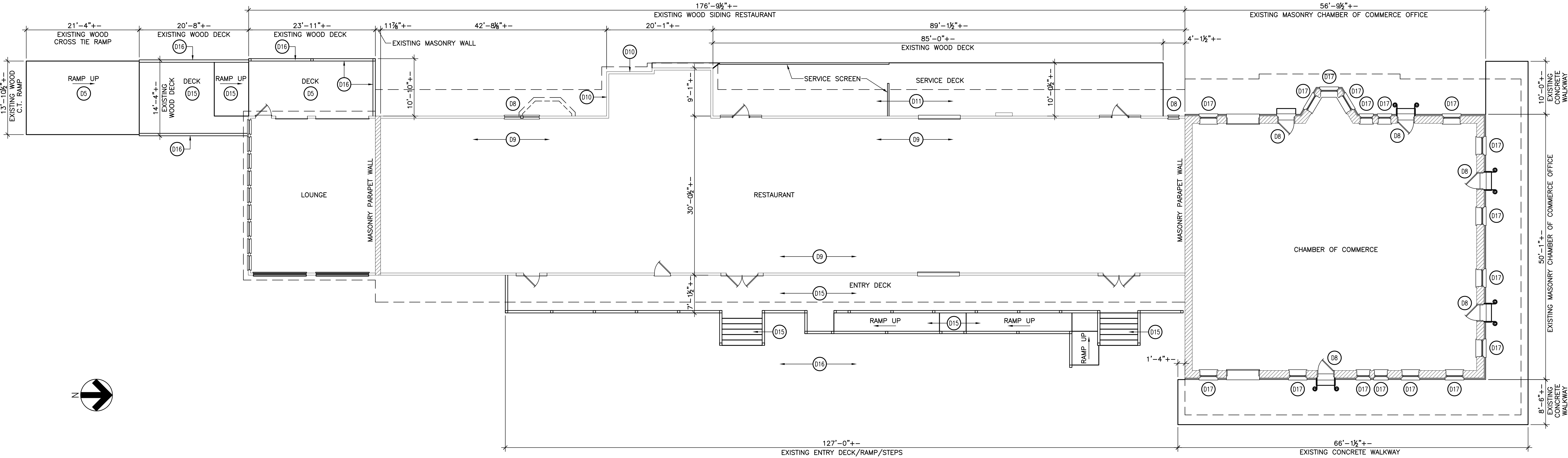
OWNER  
FLORENCE COUNTY, SOUTH CAROLINA

PROJECT TITLE  
RENOVATIONS TO LAKE CITY TRAIN DEPOT BUILDING

COVER SHEET &amp; INDEX OF DRAWINGS

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DEPOT BUILDING EXISTING FLOOR PLAN

SCALE:  $\frac{1}{8}" = 1'-0"$

DEMOLITION KEY NOTES:

- D1 REMOVE & PROPERLY DISPOSE OF EXISTING SHINGLE ROOFING AND EXISTING UNDERLAYMENT.
- D2 REMOVE & PROPERLY DISPOSE OF ANY DAMAGED AND/OR DETERIORATED EXISTING ROOF DECKING.
- D3 REMOVE & PROPERLY DISPOSE OF EXISTING METAL DRIP EDGE.
- D4 REMOVE & PROPERLY DISPOSE OF ANY DAMAGED AND/OR DETERIORATED EXISTING WOOD FASCIA BOARDS.
- D5 REMOVE & PROPERLY DISPOSE OF EXISTING COATED WOOD CROSS TIE RAMP.
- D6 GENERAL: PROPERLY REMOVE EXISTING PAINT REMAINING ON EXISTING EXPOSED MASONRY.
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- D14 REMOVE & PROPERLY DISPOSE OF EXISTING OLD FLASHING SEALANT RESIDUE AND LOOSE, DETERIORATED MORTAR.
- D15 REMOVE & PROPERLY DISPOSE OF EXISTING TREATED WOOD DECKING RAMP AND STEP BOARDS THAT ARE DAMAGED AND/OR DETERIORATED.
- D16 REMOVE & PROPERLY DISPOSE OF EXISTING TREATED WOOD RAILING AND PICKET BOARDS THAT ARE DAMAGED AND/OR DETERIORATED.
- D17 REMOVE & PROPERLY DISPOSE OF EXISTING WOOD WINDOW UNIT, BRICK MOULDING AND INTERIOR CASING.

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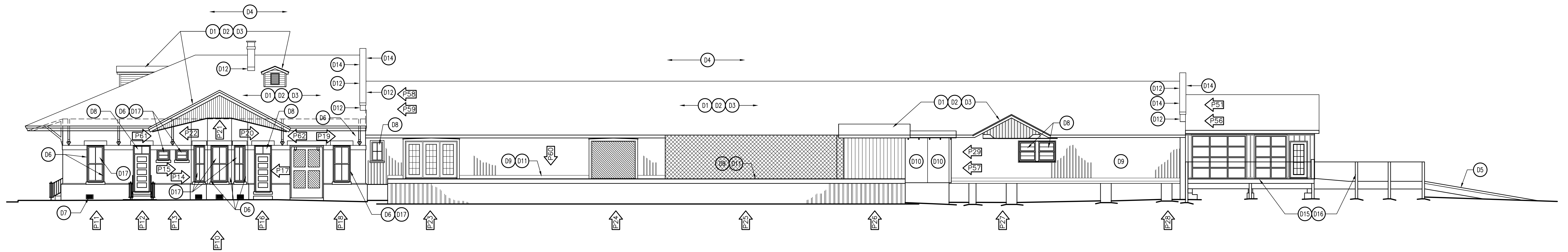
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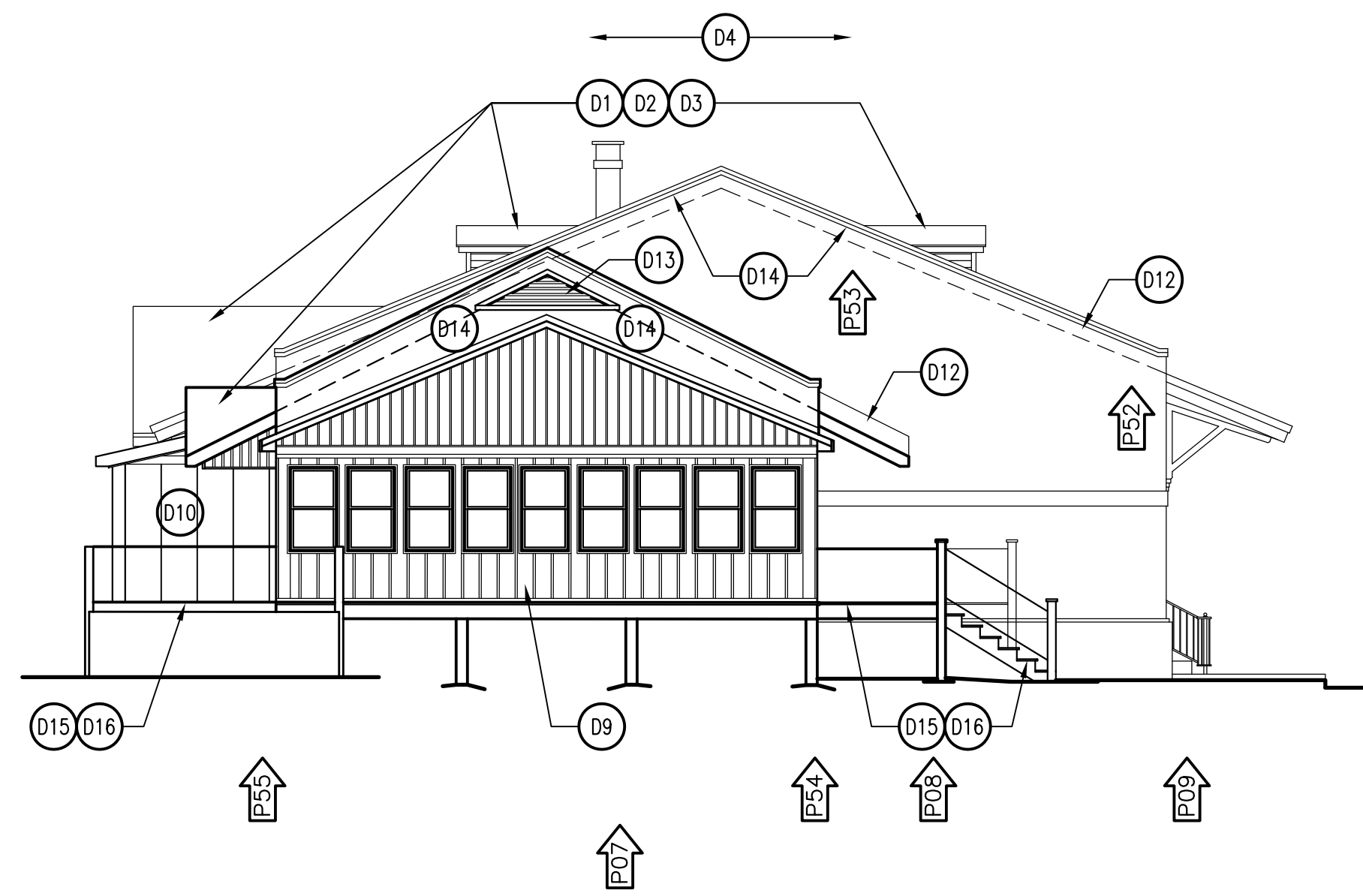
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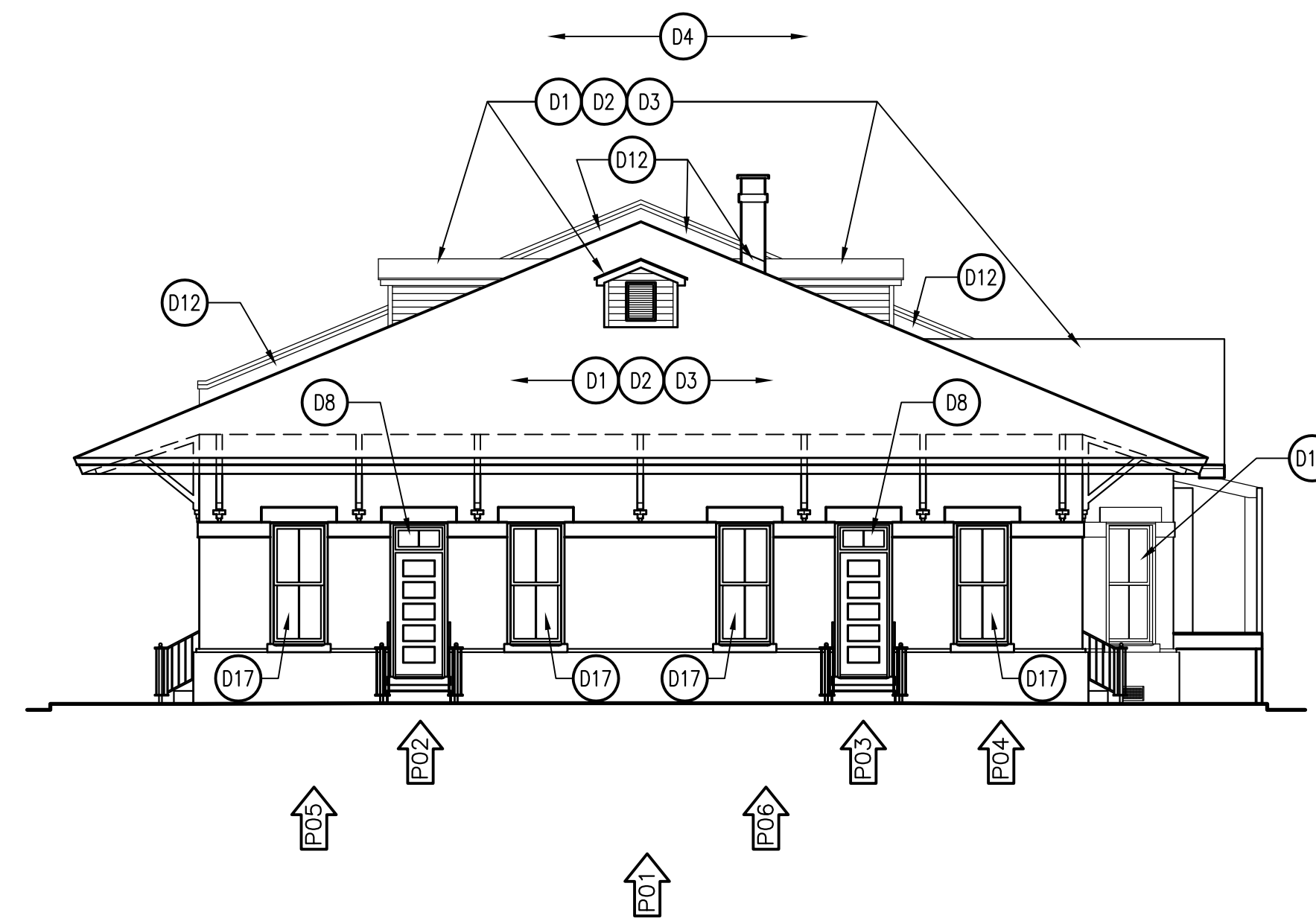
DEPOT BUILDING WEST ELEVATION

SCALE:  $\frac{1}{8}" = 1'-0"$



DEPOT BUILDING SOUTH ELEVATION

SCALE:  $\frac{1}{8}'' = 1'-0''$

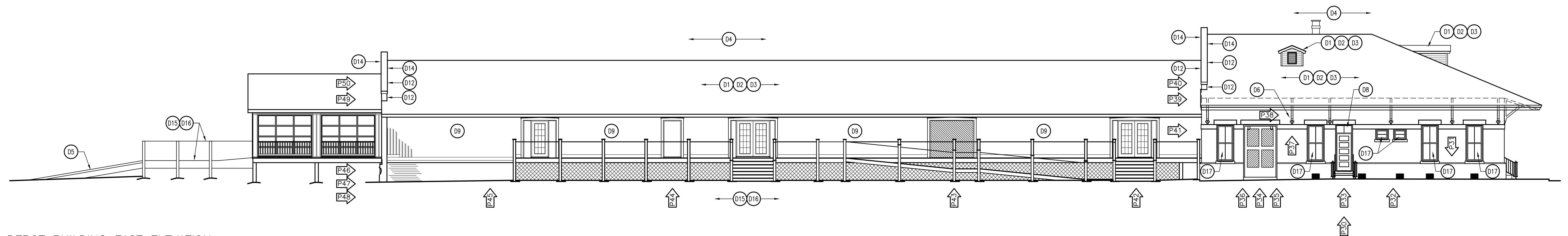


DEPOT BUILDING NORTH ELEVATION

SCALE:  $\frac{1}{8}" = 1'-0"$

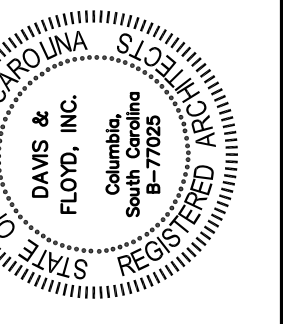
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DEPOT BUILDING EAST ELEVATION

SCALE:  $\frac{1}{8}" = 1'-0"$



**DAVIS & FLOYD**  
**SINCE 1954**

1319 HIGHWAY 72 / 221 EAST  
GREENWOOD, SC 29649  
864-229-5211  
WWW.DAVISFLOORS.COM

LEVINSON COUNTY, SOUTH CAROLINA

RENOVATIONS TO LAKE CITY TRAIN DEPOT BUILDING

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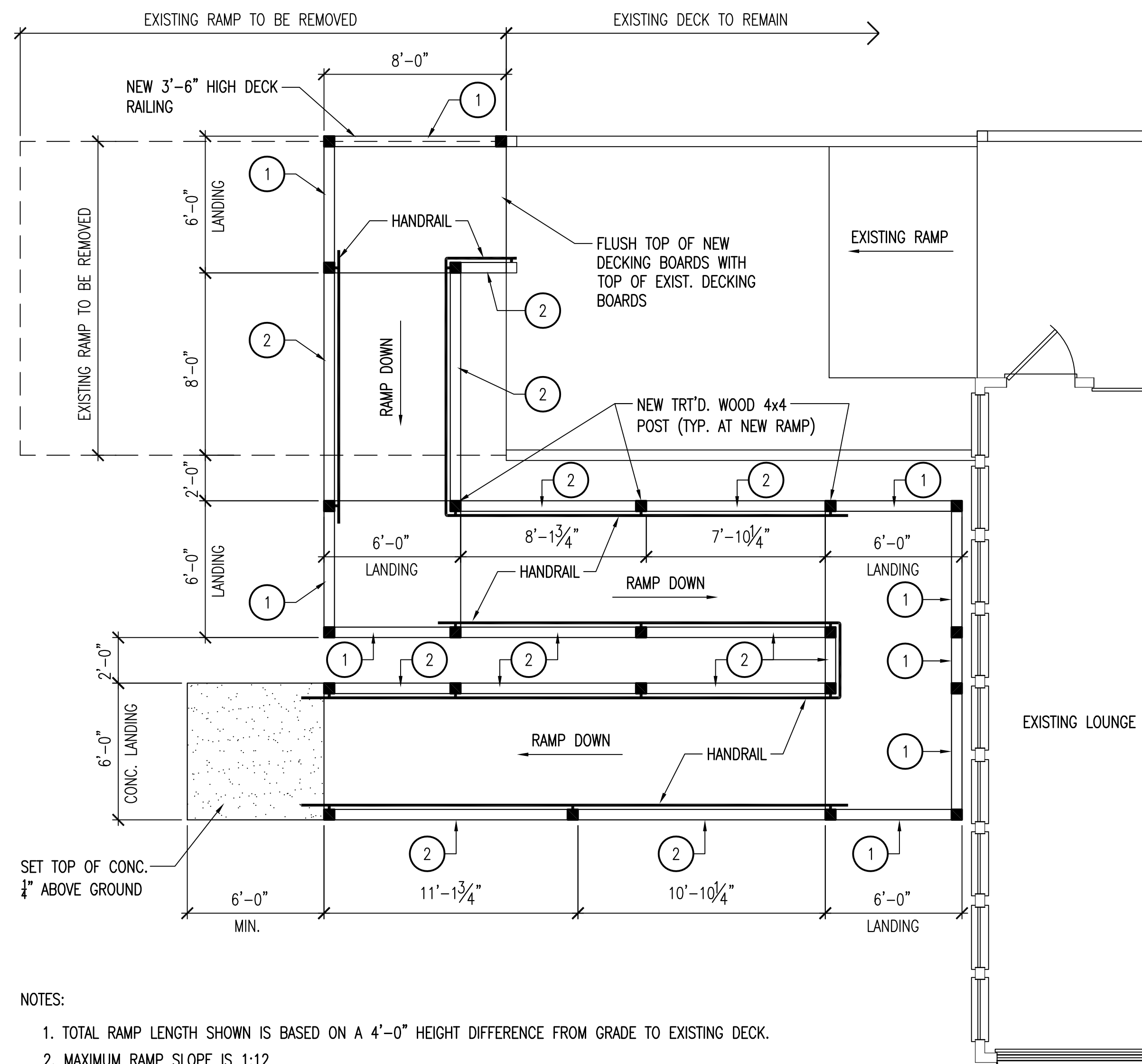


SCALE:  $\frac{1}{8}" = 1'-0"$

- ① REMOVE COMPLETELY, ALL LOOSE BRICK MATERIAL AND SPALLING FROM THE EXISTING BRICK MASONRY. RESTORE THE DAMAGED AND SPALLED BRICK USING "JAHN M100 RESTORATION/REPAIR MORTAR SYSTEM" AS MANUFACTURED/SUPPLIED BY CATHEDRAL STONE PRODUCTS, INC.. REPAIR TO BE INSTALLED PER INSTRUCTIONS/REQUIREMENTS BY A CATHEDRAL STONE PRODUCTS, INC. CERTIFIED INSTALLER.
- ② REMOVE COMPLETELY, ALL LOOSE AND DAMAGED MORTAR MATERIAL IN DETERIORATED EXISTING BRICK MORTAR JOINTS. RE-POINT THE BRICK MORTAR JOINTS USING "JAHN M110 POINTING MORTAR SYSTEM" AS MANUFACTURED/SUPPLIED BY CATHEDRAL STONE PRODUCTS, INC.. RE-POINTING TO BE INSTALLED PER INSTRUCTIONS/REQUIREMENTS BY A CATHEDRAL STONE PRODUCTS, INC. CERTIFIED INSTALLER.
- ③ FURNISH AND INSTALL WOOD ROOF DECKING BOARDS, TO MATCH THICKNESS OF EXISTING DECKING BOARDS, IN AREAS REMOVED UNDER DEMOLITION. NEW ROOFING BOARDS ARE TO SPAN BETWEEN AND BE ATTACHED TO EXISTING ROOF SUPPORT MEMBERS WITHOUT SPLICING.
- ④ FURNISH AND INSTALL NEW 30lb. FELT ROOFING UNDERLAYMENT.
- ⑤ FURNISH AND INSTALL NEW SHINGLE ROOFING AS SPECIFIED. INSTALLATION TO INCLUDE NEW SHINGLE VENT AT RIDGES.
- ⑥ REPAIR/REPLACE ANY DAMAGED AND/OR DETERIORATED WALL TO ROOF FLASHING WITH NEW COPPER FLASHING. FURNISH AND INSTALL NEW SEALANT TO REPLACE SEALANT REMOVED UNDER DEMOLITION.
- ⑦ FURNISH AND INSTALL NEW PRE-FINISHED ALUMINUM DRIP EDGE MOLDING AT EAVES OF NEW ROOFING. COLOR TO BE SELECTED BY THE OWNER FROM THE MANUFACTURER'S STANDARD COLOR SELECTION CHART.
- ⑧ FURNISH AND INSTALL NEW FASCIA BOARDS TO REPLACE FASCIA AREAS REMOVED UNDER DEMOLITION. NEW BOARDS ARE TO MATCH EXISTING ADJACENT CONDITIONS. NEW FASCIA BOARD MATERIAL TO BE CEMENT BOARD OR "AZEK". PROPERLY PREPARE AND PRIME THE NEW FASCIA MATERIAL FOR PAINT.
- ⑨ FURNISH AND INSTALL NEW SOFFIT BOARDS TO REPLACE SOFFIT BOARDS MISSING AND/OR REMOVED UNDER DEMOLITION. NEW SOFFIT BOARDS ARE TO MATCH EXISTING ADJACENT CONDITIONS AND ARE TO BE ATTACHED TO THE EXISTING SOFFIT FRAMING MEMBERS. PROPERLY PREPARE AND PRIME THE NEW SOFFIT BOARDS FOR PAINT.
- ⑩ REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM THE EXISTING SOFFIT BOARDS. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREA. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑪ REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM ALL EXISTING WOOD ROOF BRACKETS. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREA. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑫ FURNISH AND INSTALL NEW GABLE END BOARDS TO REPLACE GABLE END BOARDS REMOVED UNDER DEMOLITION. NEW GABLE END BOARDS ARE TO MATCH EXISTING ADJACENT CONDITIONS AND ARE TO BE ATTACHED TO THE EXISTING GABLE END FRAMING. REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM ALL EXISTING REMAINING GABLE END BOARDS. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREAS AND NEW BOARDS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑬ REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM ALL EXISTING OPENING WOOD TRIM. REMOVE AND REPLACE ANY ENCOUNTERED DAMAGED, DETERIORATED AND/OR MISSING TRIM. REPLACE TRIM WITH CEMENT BOARD OR "AZEK" TRIM BOARDS TO MATCH EXISTING ADJACENT CONDITIONS. REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM ALL EXISTING REMAINING WOOD TRIM. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREAS AND NEW BOARDS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑭ FURNISH AND INSTALL NEW GLASS GLAZING PUTTY REMOVED UNDER DEMOLITION. PROPERLY PREPARE AND PRIME FOR PAINT.
- ⑮ REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM EXISTING WOOD DOOR. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREAS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑯ REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM EXISTING METAL HANDRAIL. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREAS. PROPERLY PREPARE AND PRIME FOR PAINT.
- ⑰ FURNISH AND INSTALL NEW FOUNDATION VENT TO MATCH EXISTING FOUNDATION VENTS.
- ⑱ REMOVE DEBRIS FROM EXISTING FOUNDATION OPENING. CLOSE FOUNDATION OPENING WITH NEW BRICK MASONRY COMPATIBLE WITH EXISTING ADJACENT BRICK MASONRY. FURNISH AND INSTALL SLEEVES AROUND NEW WATER LINE. STRUCTURE WITH NO UN-SUPPORTED ENDS. SLEEVES TO BE ATTACHED TO THE NEW SLEEVES. FURNISH AND INSTALL SEALANT BETWEEN SLEEVE WALL AND WATER LINE AND CONDUIT.
- ⑲ REMOVE AND REPLACE LOWER WOOD PANEL CONTAINING HOLE IN EXISTING DOOR. REPLACE WITH NEW WOOD PANEL AND WOOD STOP TO MATCH EXISTING ADJACENT DOOR PANELS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- ⑳ SAND AND PRIME EXISTING CONDUIT AND BOX FOR PAINT. PAINT CONDUIT AND BOX. COLOR TO MATCH COLOR OF EXISTING REDDISH FIELD BRICK.
- ㉑ FURNISH AND INSTALL NEW BOARD AND BATTEN SIDING TO REPLACE EXISTING BOARD AND BATTEN SIDING REMOVED UNDER DEMOLITION. NEW BOARD AND BATTEN MATERIAL TO BE CEMENT BOARD AND IS TO MATCH EXISTING ADJACENT CONDITIONS. THE NEW BOARD AND BATTEN MATERIAL IS TO BE ATTACHED TO THE EXISTING WALL STRUCTURE WITH NO UN-SUPPORTED ENDS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.

- 22 REMOVE ALL LOOSE PAINT, CHIPS AND SCALE FROM EXISTING BOARD AND BATTEN WOOD SIDING. SAND THE REMOVED AREAS TO "FEATHER" EDGES TO BLEND TO ADJACENT AREAS. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- 23 FURNISH AND INSTALL NEW BOARD AND BATTEN SIDING TO REPLACE EXISTING OSB SIDING AND VERTICAL TONGUE & GROOVE WOOD SIDING REMOVED UNDER DEMOLITION. NEW BOARD AND BATTEN MATERIAL TO BE CEMENT BOARD AND IS TO MATCH THE EXISTING BOARD AND BATTEN SIDING. ATTACH NEW BOARD AND BATTEN SIDING TO EXISTING FRAMING. PROPERLY PREPARE AND PRIME FOR PAINT. CAULK ALL JOINTS PRIOR TO PAINTING.
- 24 FURNISH AND INSTALL NEW DECKING BOARDS TO REPLACE EXISTING DECKING BOARDS REMOVED UNDER DEMOLITION. NEW DECKING BOARDS ARE TO MATCH EXISTING REMAINING DECKING BOARDS IN WIDTH, THICKNESS AND SPECIES. SCREW NEW DECKING BOARDS TO EXISTING STRUCTURE. REMOVE EXISTING RAISED FASTENERS FROM EXISTING DECKING BOARDS TO REMAIN. FURNISH AND INSTALL NEW SCREW FASTENERS THROUGH EXISTING DECKING BOARDS TO REMAIN.
- 25 FURNISH AND INSTALL NEW WOOD DECK RAILING MEMBERS TO REPLACE EXISTING DECK RAILING MEMBERS REMOVED UNDER DEMOLITION. NEW DECK RAILING MEMBERS ARE TO MATCH EXISTING REMAINING DECK RAILING MEMBERS IN SIZE AND SPECIES. PROPERLY PREPARE AND PRIME FOR PAINT.
- 26 FURNISH AND INSTALL NEW TREATED WOOD RAMP AND RAILING SYSTEM. SEE SHEET A100.
- 27 GENERAL: PRESSURE WASH ALL WOOD DECK, RAMP AND STEP AREAS. PROPERLY PREPARE AND COAT ALL WOOD DECK, RAMP AND STEP AREAS WITH CLEAR EXTERIOR WATER SEALER.
- 28 GENERAL: PROPERLY PREPARE, PRIME AND PAINT ALL WOOD DECK, RAMP AND STEP RAILING SYSTEMS, INCLUDING EXPOSED FRAMING. COLOR TO BE SELECTED BY THE OWNER.
- 29 GENERAL: PROPERLY PREPARE, PRIME AND PAINT ALL EXPOSED SIDING, LATTICE SCREENING, TRIM, FASCIA, EXTERIOR FACE OF WINDOW UNITS, EXTERIOR FACE OF WINDOW UNIT FRAMES, EXTERIOR FACE OF DOOR UNITS, EXTERIOR FACE OF DOOR UNIT FRAMES, SOFFITS, BRACKETS, GABLES AND METAL RAILINGS. NEW SURFACES TO RECEIVE A MINIMUM OF THREE COATS: ONE PRIMER COAT AND TWO FINISH COATS. APPLY ADDITIONAL FINISH COATS, AT NO ADDITIONAL COST TO THE OWNER, AS REQUIRED TO RESULT IN A COLOR MATCH EVEN WITH THE EXISTING SPRAYED FINISH APPLICATION MARKS, ETC. EXISTING PAINTED SURFACES TO RECEIVE A MINIMUM OF ONE NEW FINISH COAT. APPLY ADDITIONAL FINISH COATS, AT NO ADDITIONAL COST TO THE OWNER, AS REQUIRED TO RESULT IN A CONSISTENT EVEN FINISH WITHOUT LIGHT/DARK SPOTS, BLEED THROUGH, APPLICATION MARKS, ETC.
- 30 FURNISH AND INSTALL NEW WOOD WINDOW UNIT. WINDOW UNITS TO BE DOUBLE HUNG WOOD WITH TRUE DIVIDED LITES. MUNTIN PATTERN TO MATCH PATTERN OF EXISTING WINDOW UNITS REMOVED UNDER DEMOLITION ACTIVITIES. MUNTIN PROFILE TO BE "PUTTY BAR" PROFILE. NEW WINDOW UNIT WOOD SPECIES TO BE ARGON GLASS. GLAZING TO BE ARGON GLASS. PRE-FINISHED. EXTERIOR FINISH TO BE HIGH PERFORMANCE "K-KRON III" COATING IN COLOR AS SELECTED BY THE OWNER FROM THE STANDARD AVAILABLE COLOR SELECTION CHART. GLAZING TO BE LOE2-270 INSULATED GLASS WITH ARGON GAS FILL. NEW WINDOW UNITS TO BE FURNISHED WITH BRICK MOULDING TO MATCH PROFILE OF EXISTING BRICK MOLDING ON EXISTING WINDOW UNITS AS CLOSELY AS POSSIBLE. NEW WINDOW UNITS TO BE "HERITAGE" AS MANUFACTURED BY KOLBE OR EQUAL. FURNISH AND INSTALL NEW INTERIOR WOOD CASING TO MATCH EXISTING AND PAINT.

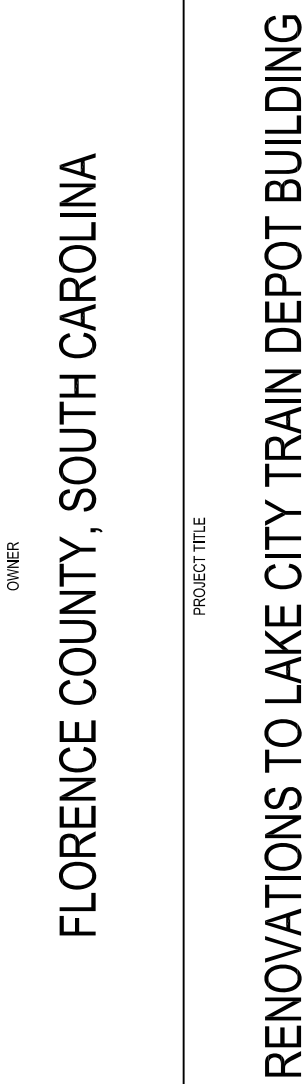
<b>AL1</b>	REMOVE CEMENTITIOUS SLOPED TOPPING FROM EXISTING BRICK MASONRY PARAPET WALL. FURNISH AND INSTALL NEW DOUBLE 2x6 TREATED WOOD NAILERS ANCHORED TO EXISTING BRICK MASONRY PARAPET. FURNISH AND INSTALL NEW PRE-FINISHED METAL CLEATS AND NEW PRE-FINISHED METAL COPING TO MATCH EXISTING METAL COPING ON OPPOSITE EXISTING MASONRY PARAPET WALL. COLOR TO MATCH EXISTING METAL COPING.
<b>AL2</b>	PROPERLY CLEAN AND PREPARE EXISTING EXPOSED MASONRY TO RECEIVE WATER REPELLENT COATING. FURNISH AND APPLY "R97 WATER REPELLENT" COATING AS MANUFACTURED/SUPPLIED BY CATHEDRAL STONE PRODUCTS, INC..
<b>AL3</b>	FURNISH AND APPLY OPAQUE STAIN TO ALL DECKING, RAMP AND STEP BOARDS IN LIEU OF CLEAR SEALER. COLOR TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD AVAILABLE COLOR SELECTION CHART.
<b>AL4</b>	FURNISH AND INSTALL PAINTED GALVANIZED METAL ROUND PIPE GUARDRAIL AROUND ENTIRE OPEN PERIMETER OF THE SERVICE DECK AREA. THE GUARDRAIL IS TO BE 3'-6" TALL ABOVE THE TOP OF THE SERVICE DECK. THE GUARDRAIL IS TO HAVE VERTICAL OR HORIZONTAL INTERMEDIATE MEMBERS SPACED SO THAT A SPHERE 48" IN DIAMETER CANNOT PASS BETWEEN THEM. PAINT COLOR TO BE AS SELECTED BY THE OWNER.
<b>AL5</b>	FURNISH AND INSTALL PRE-FINISHED ALUMINUM 5"x5" BOXED STYLE PROFILE GUTTER WITH 3"x4" DOWNSPOUTS. INSTALL DOWNSPOUTS THROUGH EXISTING DECKS AND PIPE DISCHARGE OUT FROM UNDER DECKS AND CRAWL SPACE AREAS. COLOR TO BE SELECTED BY OWNER FROM THE MANUFACTURER'S STANDARD COLOR SELECTION CHART.



1. TOTAL RAMP LENGTH SHOWN IS BASED ON A 4'-0" HEIGHT DIFFERENCE FROM GRADE TO EXISTING DECK.
2. MAXIMUM RAMP SLOPE IS 1:12
3. SEE SHEET A200 FOR PARTIAL RAILING SECTION.
4. NEW TREATED WOOD POSTS TO BE EMBEDDED IN GROUND A MINIMUM OF 30" BELOW GRADE AND ARE TO BE ENCASED IN CONCRETE.
5. NEW HANDICAPPED RAMP RAILING, HANDRAIL AND ALL EXPOSED STRUCTURE TO BE PAINTED. SEE RENOVATION NOTE #28. NEW RAMP AND LANDING DECKING BOARDS TO BE CLEAR SEALED. SEE RENOVATION NOTE #27. NEW RAMP AND LANDING DECKING BOARDS TO BE STAINED AS PERK OF ALTERNATE AL3 IF ACCEPTED BY THE OWNER.

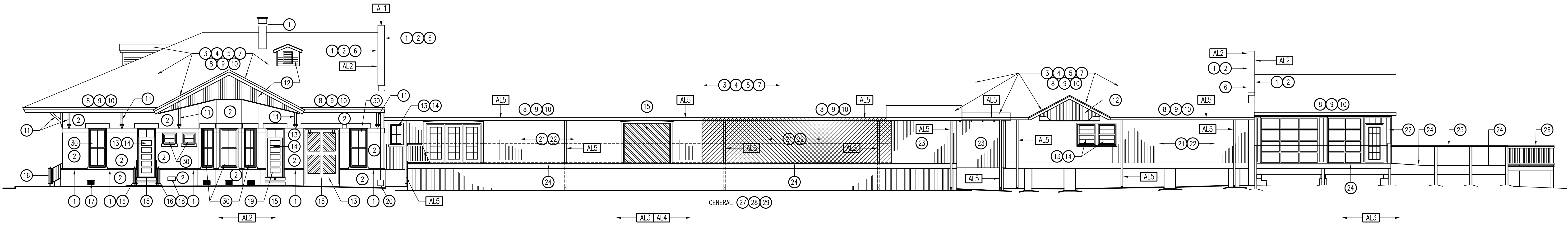
SCALE:  $\frac{1}{4}" = 1'-0"$

- 1 3'-6" HIGH GUARDRAIL
- 2 3'-6" HIGH GUARDRAIL WITH 3'-0" HIGH HANDRAIL

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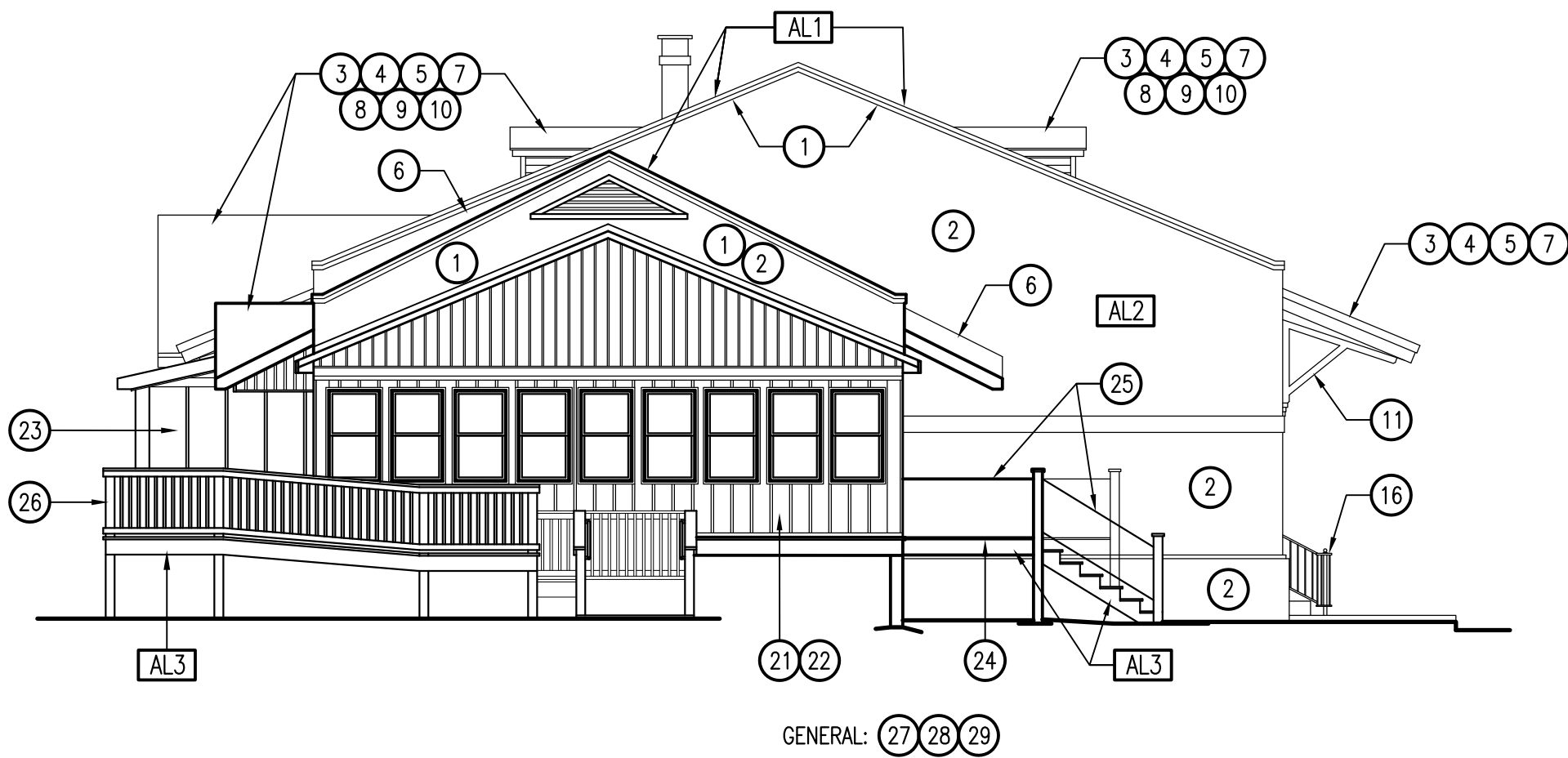


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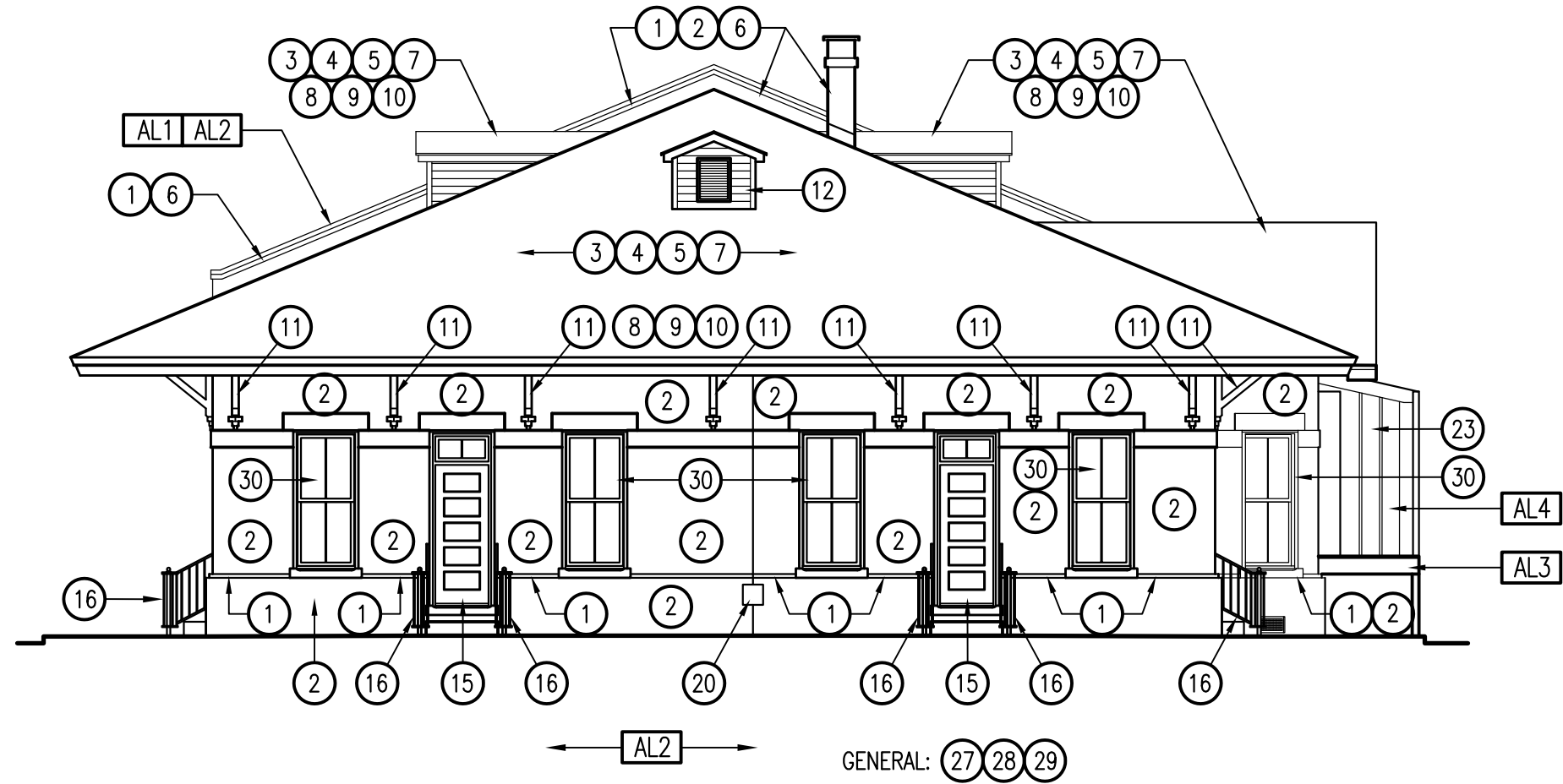
DEPOT BUILDING WEST ELEVATION — NEW WORK

SCALE:  $\frac{1}{8}" = 1'-0"$



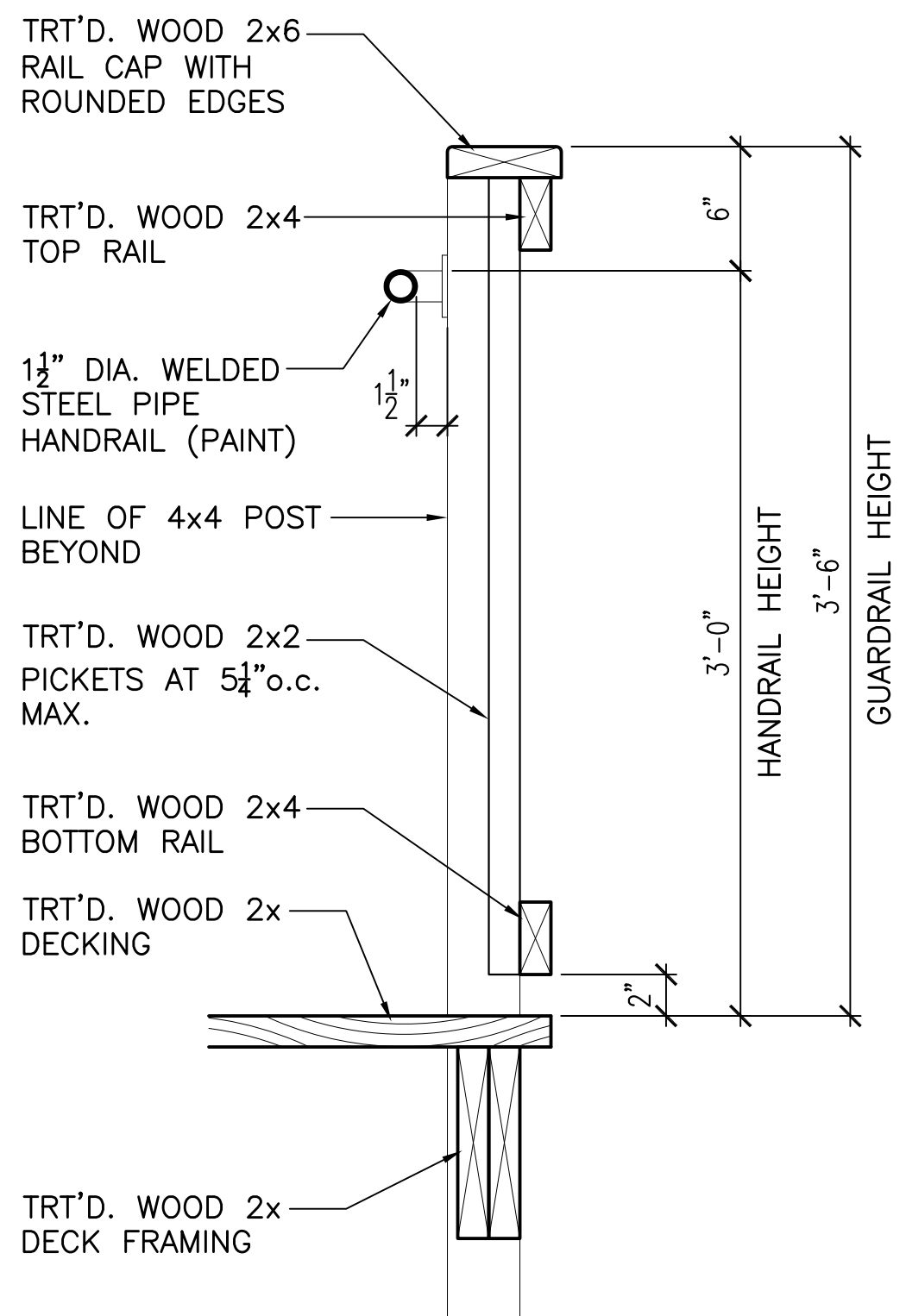
DEPOT BUILDING SOUTH ELEVATION — NEW WORK

SCALE:  $\frac{1}{8}" = 1'-0"$



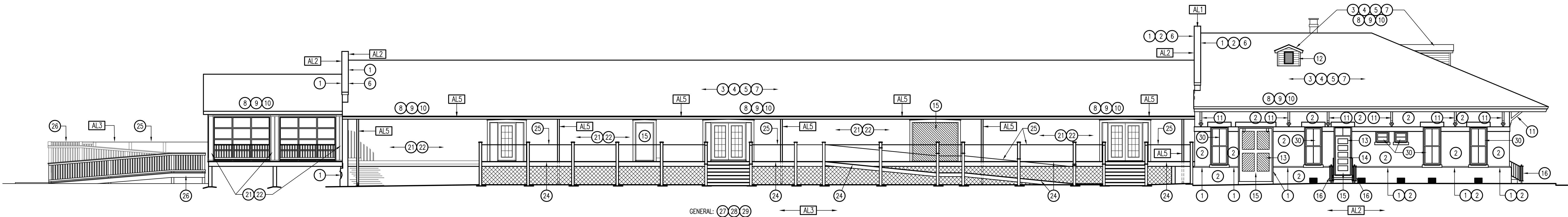
DEPOT BUILDING NORTH ELEVATION — NEW WORK

SCALE:  $\frac{1}{8}" = 1'-0"$



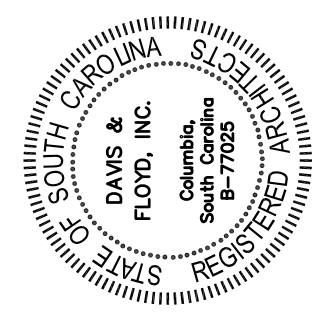
PARTIAL RAILING SECTION

SCALE:  $\frac{1}{2}" = 1'-0"$



DEPOT BUILDING EAST ELEVATION — NEW WORK

SCALE:  $\frac{1}{8}" = 1'-0"$



DAVIS & FLOYD

SINCE 1954

WWW.DAVISANDFLOYD.COM

1319 HIGHWAY 72 / 221 EAST  
GREENWOOD, SC 29649  
864-225-5211

FLORENCE COUNTY, SOUTH CAROLINA

RENOVATIONS TO LAKE CITY TRAIN DEPOT BUILDING

EXISTING ELEVATIONS - NEW WORK

NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	08-2016	DAVID
2	REVISION		
3	REVISION		
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A200

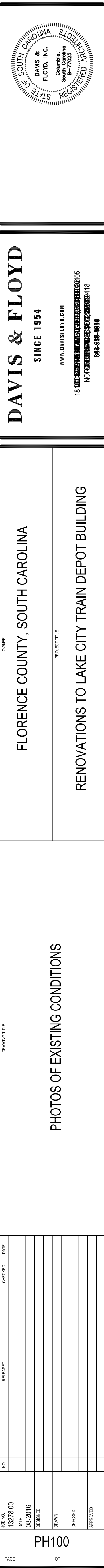


A photograph of a brick building with a white-framed window and a black metal bench in front of it. The building is constructed of red brick with a concrete lintel and sill. The window is a double-hung style with a white frame. A black metal bench with ornate cast-iron armrests and legs is positioned on a concrete sidewalk in front of the building. To the left of the bench is a black metal trash can. The background shows a clear blue sky and a glimpse of a parking lot with a car.

A photograph showing the exterior of a brick building with a covered walkway. The walkway is supported by white wooden brackets and has a concrete floor. There are several black metal benches along the walkway. The building has red brick walls and white-framed windows. A black downspout is visible on the wall. In the background, there is a parking lot with a car and some trees.

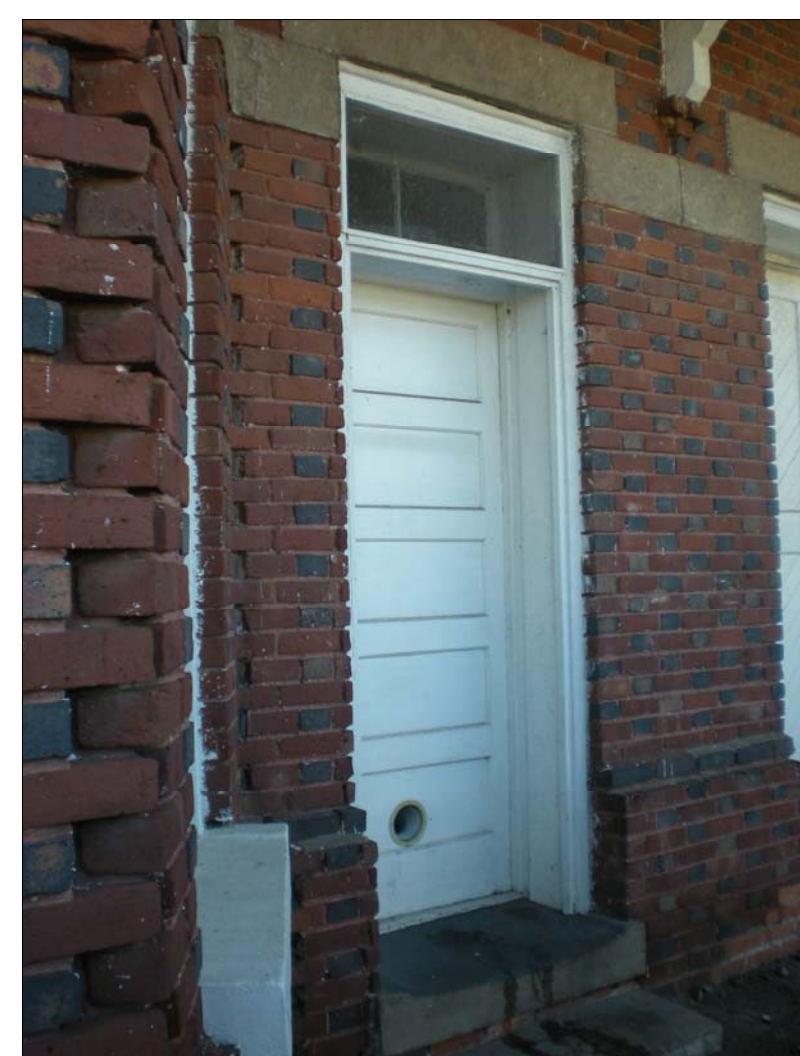
A two-story wooden house with a gambrel roof and a large porch, surrounded by trees and greenery. The house has a rustic, weathered appearance with dark wood siding. The porch is elevated and features a railing. The house is set on a grassy lawn with trees and shrubs in the background.

A photograph of the exterior of a brick building. The building features a large, white-framed, double-hung window. Below the window is a black air conditioning unit. To the left of the window, there are two smaller, white-framed windows. The building is constructed of red brick with light-colored mortar. A white decorative bracket is visible on the left side of the building. The ground in front of the building is dark and appears to be a driveway or parking area. In the background, other buildings and a street are visible.





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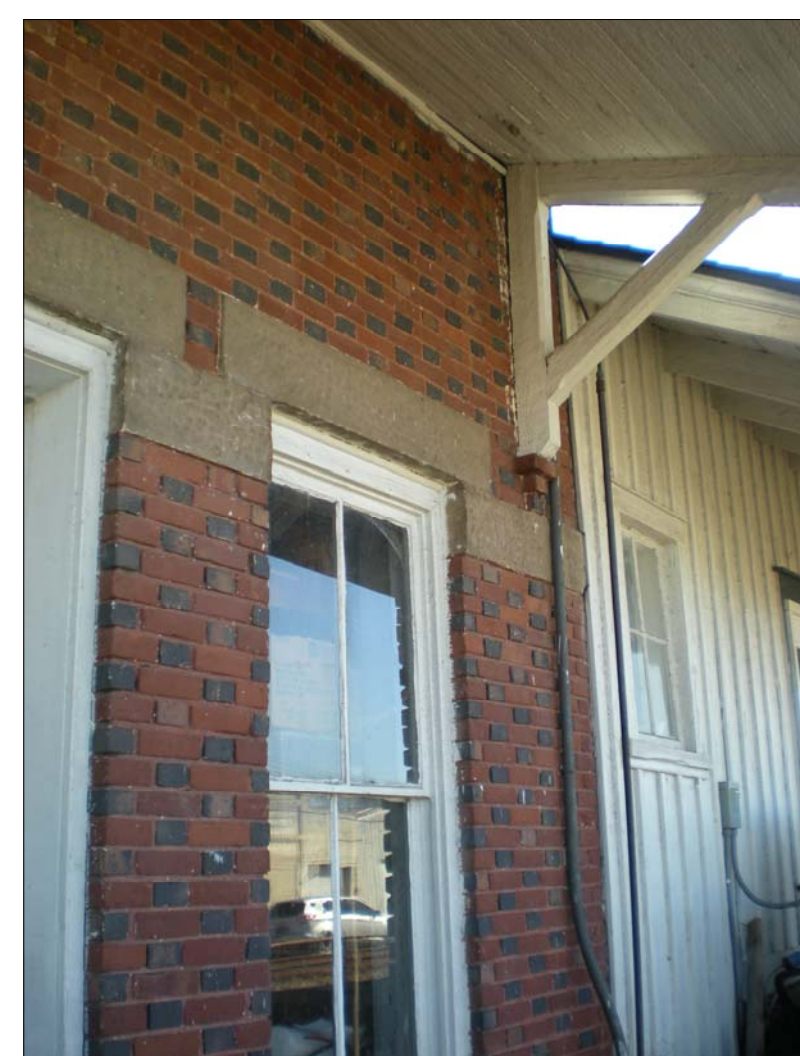
P16



P17



P18



P19



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P21



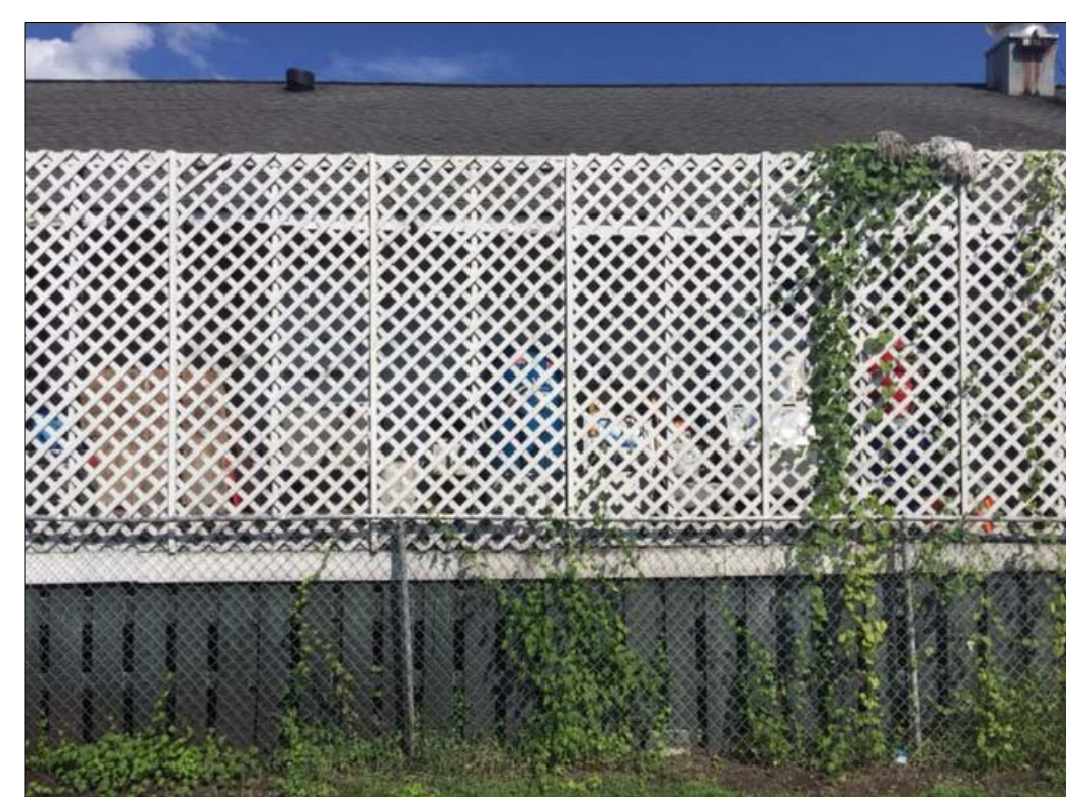
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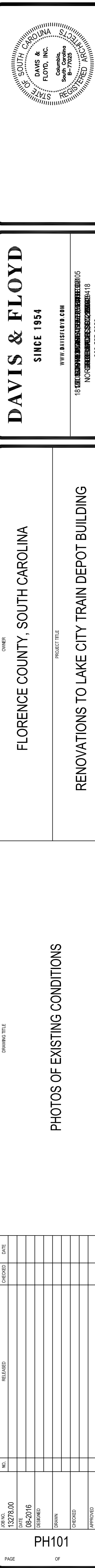
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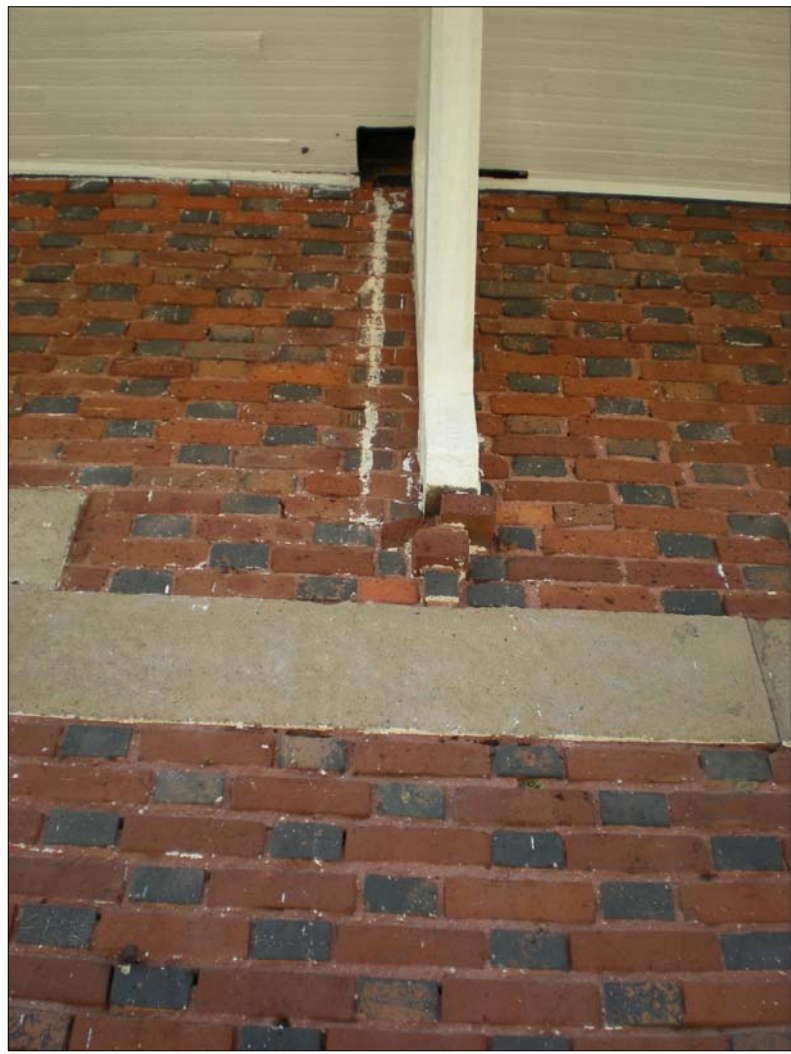
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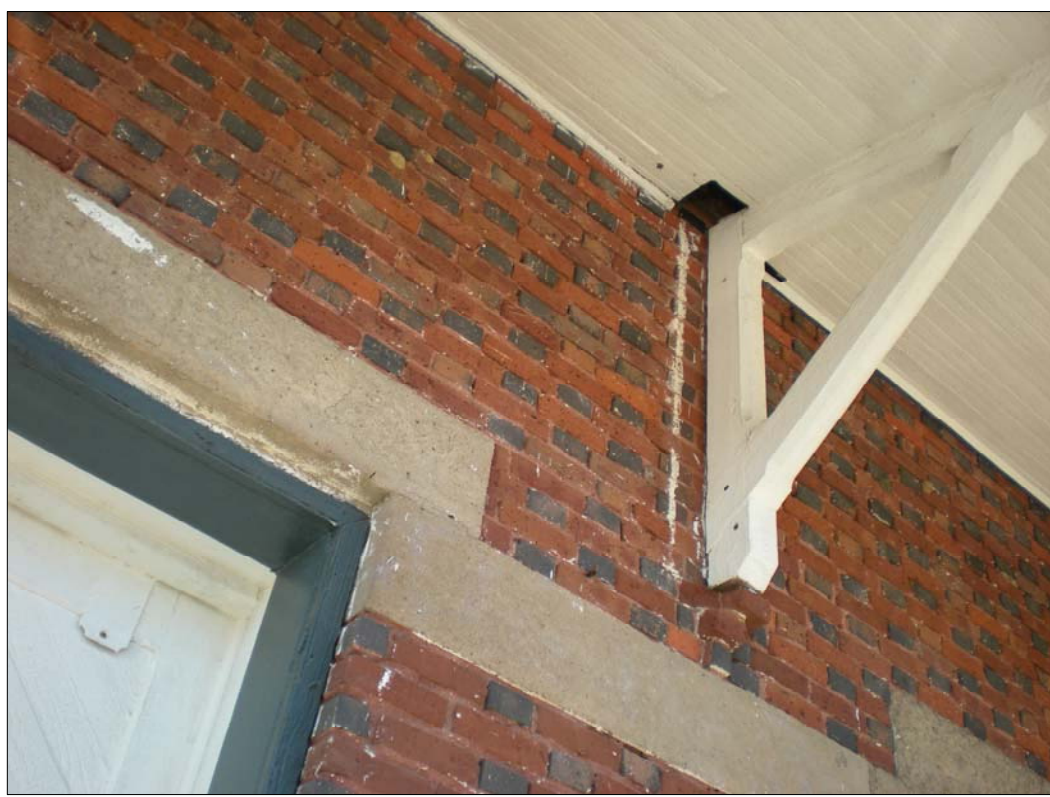
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DATE

08-2016

DESIGNED

DAVID

CHECKED

DAVID

APPROVED

DAVID

NO.

PH102

PAGE

01

OWNER

FLORENCE COUNTY, SOUTH CAROLINA

PROJECT TITLE

RENOVATIONS TO LAKE CITY TRAIN DEPOT BUILDING

DAVIS & FLOYD

SINCE 1954

WWW.DAVISANDFLOYD.COM

15 DUE LANE, SUITE 200, FLORENCE, SC 29506-1118

803-681-4400

REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ARCHITECT



A photograph of a two-story house. The left side of the house is made of brick and features a balcony with a wooden railing. A large window with multiple panes is visible on the balcony level. The right side of the house is white with vertical siding. A brick chimney is visible on the roofline. The house is surrounded by lush greenery, including palm fronds in the foreground and various bushes. The sky is blue with scattered white clouds.

A photograph of a two-story house with a porch. The house has a brick chimney and a dark roof. A large, leafy green tree is in the foreground, partially obscuring the house. A palm tree is visible on the right side of the house. The sky is overcast.

A close-up photograph of a brick wall corner. The bricks are reddish-brown with some weathering. A small metal fastener or nail is visible in the mortar joint. The sky is clear blue.

A close-up photograph of a brick wall corner. The bricks are reddish-brown with some weathering and discoloration. The mortar joints are visible, and there is a small crack or gap in the mortar at the corner. The sky is a clear, bright blue.

A photograph showing the exterior of a building with a brick roof and a white vent. The building has a dark brown metal roofline and a brick chimney. A white vent is visible on the brick roof. The sky is blue with some light clouds.

A close-up photograph of a roofline showing significant damage. The roof is missing shingles, exposing the wooden rafters and sheathing. The brick chimney and wall are visible on the right side of the frame. A red patio umbrella is partially visible in the lower left corner.

A close-up photograph of a wall corner where the paint has peeled away, revealing a dark, textured surface underneath. A bright light source from the left casts a sharp shadow across the wall, highlighting the extent of the damage.

A close-up photograph of a roofline. A brick chimney is visible on the roof. Below the roof, a white gutter system is installed. The gutter is supported by a white bracket. The background is a brick wall.

[illegible]



## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Quantity allowances.
  - 2. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

#### 1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

#### 1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.6 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include 750 Sq. Ft. of removal and replacement of damaged and/or deteriorated existing roof decking.
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
- B. Allowance No. 2: Contingency Allowance: Include a contingency allowance of \$8,000.00 for use according to Owner's written instructions.

END OF SECTION 012100



## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Removal and replacement of damaged and/or deteriorated existing roof decking.
  - 1. Unit of Measurement: Square foot.
  - 2. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200