

Project Manual
For
**CONCRETE PAD ADDITION FOR
RECOVERED MATERIALS PROCESSING FACILITY**

MAY 23, 2024

County Management

Josh Edwards, County Manager
Michael Moore, Assistant County Manager
Kevin Madden, Assistant County Manager

County Council

District 1: Tom Audette
District 2: Allison Love
District 3: Tommy Adkins
District 4: William "Bump" Roddey
District 5: Christi Cox, Chairwoman
District 6: Watts Huckabee
District 7: Debi Cloninger

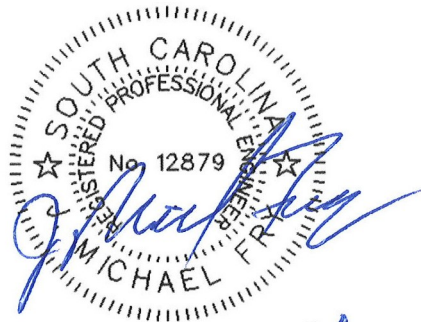
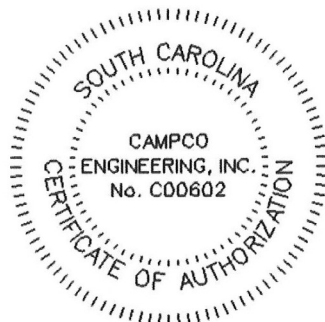
York County ID No. 2929

Prepared for:

York County Solid Waste Collection & Recycling
220 Public Works Road
York, SC 29745
803-628-3181

Prepared by:

Campco Engineering, Inc.
156 Oakland Avenue, Suite 100
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803-327-7121



CE# 9902

05-22-2024

TABLE OF CONTENTS

DIVISION I	BID AND CONTRACT DOCUMENTS	NO. OF PAGES
<u>Section</u>	<u>Title</u>	
1	Invitation for Bid/Information to Bidders	16
2	<i>Not Included</i>	
3	Bid Proposal Documents	
	3A Bid Schedule and Bid Form	5
	3B Bid Item Descriptions	2
	3C Bid Bond (Example)	3
4	Contract Documents	
	4A Agreement	4
	4B General Conditions	14
	4C Special Conditions	1
	4D Performance and Indemnity Bond	3
	4E Payment Bond	4
	4F Notice of Award	1
	4G Notice to Proceed	1
	4H Non-Collusion Affidavit	1
	4I Certificate of Insurance	3
	4J Application for Payment	1
	4K Change Order Form	1
	4L Release and Waiver of Claim by Prime Contractor	1
DIVISION II		
	TECHNICAL SPECIFICATIONS	NO. OF PAGES
	<i>*Included in Plans</i>	N/A
DIVISION III		
	ATTACHMENTS	
<u>Section</u>	<u>Title</u>	
1	Geotechnical Investigations Report	15

END OF TABLE OF CONTENTS

DIVISION I

BID AND CONTRACT DOCUMENTS

DIVISION I - SECTION 1

INVITATION FOR BID/INFORMATION TO BIDDERS



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bid **DATE:** 5/23/2024

ID Number: 2929 **Title:** Concrete Pad Addition for Recovered Materials Processing Facility

Due Date/Time: June 20, 2024 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Voluntary Pre-Solicitation Site Visit: June 6, 2024 at 10:00 a.m.

Recovered Materials Processing Center
320 Recycling Center Way, York SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than June 13, 2024 at 4:00 p.m.

Tentative Date of Council Approval: July 15, 2024

PO Box 180, 6 South Congress Street, York, SC 29745
Telephone: 803-684-8520 Fax: 803-684-8580 Web: www.yorkcountygov.com

INFORMATION TO BIDDERS

1. PROJECT DESCRIPTION

1.1. The Work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services and incidentals; and of performing all work necessary to complete all specified work in accordance with the Contract Documents prepared therefore and entitled **Concrete Pad Addition for Recovered Materials Processing Facility**.

The work generally consists of construction of the addition of a new concrete pad to accommodate Class B roll-off dumpsters and truck loading up to 90,000-lbs. and performing all work necessary to complete all specified work in accordance with the Contract Documents prepared therefore and entitled **Concrete Pad Addition for Recovered Materials Processing Facility**.

1.2. Completion time for the project will be **60 calendar days** as set forth in the Agreement.

2. DEFINED TERMS

2.1. Terms used in the Information to Bidders are defined and have the meanings assigned to them in the General Conditions.

3. COPIES OF BIDDING DOCUMENTS

3.1. Only complete sets of Bidding Documents will be issued and shall be used in preparing Bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. QUALIFICATIONS OF BIDDERS

4.1. Each Bid must contain evidence of the Bidder's qualifications to do business in the area where the project is located.

4.2. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within five days of OWNER's request, a Statement of Qualifications providing written evidence as to the financial status; previous successful contractual and technical experience in similar work including references, description and volume of present commitments, evidence of possession of valid state, county, and local licenses; Certificates of Competency covering all operations and all areas of political jurisdiction involved in the work of this project; and such other data as may be requested by the OWNER.

4.3. Statement of Bidders Qualifications

If requested by the OWNER, Bidder must submit a Statement of Qualifications (the Qualifications) to include the following information. Bidder must provide all requested information in the Qualifications, and the data given must be clear and comprehensive. This statement shall be notarized and furnished to the OWNER, within five days of OWNER's request. If necessary, the

Qualifications questions may be answered on separate, attached sheets. The Bidder may submit any additional information the Bidder desires.

- 4.3.1. Name of Bidder.
- 4.3.2. Name(s), address(es), & social security number(s) of company principal(s).
- 4.3.3. Permanent main office address.
- 4.3.4. When organized.
- 4.3.5. If a corporation or company, list the State where incorporated or registered, year incorporated or registered, and the location of the principal place of business.
- 4.3.6. How many years has your organization been engaged in the contracting business under your present firm or trade name?
- 4.3.7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
- 4.3.8. Under what other and former names has your organization operated?
- 4.3.9. General character of work performed by your company.
- 4.3.10. Has your company ever failed to complete any work awarded to you?
- 4.3.11. Have you ever defaulted on a contract?
- 4.3.12. List the more important projects completed by your company in the last five (5) years, the approximate cost for each project, and the month and year completed.
- 4.3.13. List your major equipment available for this contract.
- 4.3.14. Experience in construction work similar in importance to this project.
- 4.3.15. Background and experience of the principal members of your organization, including officers.
- 4.3.16. Credit available: \$.
- 4.3.17. Give bank references: .
- 4.3.18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

The following statement shall appear on the submitted Statement of Bidder Qualifications: "The undersigned hereby certifies that information furnished is true and accurate and further authorizes and requests all persons, firms, and corporations to furnish all information requested by the OWNER to allow verification of the information requested in this Statement of Bidder's Qualifications."

5. DISQUALIFICATION OF BIDDERS

5.1. One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

5.2. Collusion Among Bidders: If OWNER believes that collusion exists among the Bidders, the Bids of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Bids for the same work.

6. EXAMINATION OF SITE CONDITIONS

6.1. Each Bidder, by and through the submission of a Bid, agrees to have examined the site, the location of all proposed work, and is satisfied through personal knowledge and experience or professional advice as to the character and location of the site, surface and subsurface conditions, elevations, locations of underground utilities and structures, and any other conditions and obstructions affecting the work, the nature of any existing construction, and other physical characteristics of the job, in order that the prices which the Bidder bids include all costs required for satisfactory completion of the work, including the removal, relocation, or replacement of any objects or obstructions which may be encountered in doing the proposed work.

6.2. Reports and records of obstructions and subsurface investigations shown on the Drawings or included in the Bid Documents were made solely for design purposes. The OWNER and ENGINEER do not warrant, guarantee or represent that said data is accurate or complete with respect to actual subsurface conditions throughout the site. Therefore, the Bidder, by and through the submission of a Bid, affirms satisfaction in respect to such site conditions, and, should the Bidder be awarded the Contract, the Bidder agrees to make no claims against the OWNER or ENGINEER if, in carrying out the work, the Bidder finds that the actual conditions do not conform to those indicated. The OWNER will, upon request, provide each Bidder with reasonable access to the site to conduct such tests and investigations as each Bidder deems necessary for submission of a Bid. If a Bidder obtains such access, the Bidder shall restore the site to the condition existing prior to conducting said tests and investigations.

6.2.1. In reference to those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.

6.2.2. In reference to those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which has been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness for the purpose of bidding or construction.

Copies of such reports and drawings will be made available by OWNER to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 6.2.1 and 6.2.2 are incorporated into the Contract Documents by reference.

6.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof.

6.4. Should a Bidder find that any subsurface conditions, Underground Facilities or other physical conditions at or contiguous to the site is of such a nature as to require a change in the Contract Documents due to differing conditions, Bidder shall at once notify the ENGINEER in writing.

6.5. The land upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by OWNER in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the successful Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and/or paid for by OWNER unless otherwise provided in the Contract Documents.

7. EXAMINATION OF CONTRACT DOCUMENTS

7.1. Each Bidder shall carefully examine the Contract Documents and become thoroughly informed regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the Work to be performed under the Contract. Ignorance on the part of the Bidder will in no way relieve the Bidder of the obligations and responsibilities assumed under the Contract.

7.2. Should a Bidder find discrepancies, ambiguities, or omissions in the Bid Documents or Contract Documents or doubt as their meaning, the Bidder shall at once notify the ENGINEER in writing.

7.3. The Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Articles 6 and 7; without exception the Bid is premised upon performing and furnishing the Work required by the Contract Document; and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Contract Documents or about the bid process must be written. No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or the bid process. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. Any changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com and notification will be sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided on the Bid Form. In case any Bidder fails to acknowledge receipt of such

addenda, submission of the bid constitutes acknowledgement of the receipt of all addenda. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that the Bidder has received all addenda issued before Bids are opened. Questions received less than five (5) Calendar days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will have no legal effect.

8.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

8.3. Inquiries regarding interpretation or additional information concerning the County's requirements or stipulations concerning this request can be made via email as listed below.

8.4. Send questions regarding the project via the Q&A icon found through the link to the solicitation on the county website.

9. INTERPRETATION OF QUANTITIES

9.1. The quantities of work to be performed and materials to be furnished under unit price items, as given in the Bid Form, shall be considered as approximate only and will be used solely for the comparison of Bids received. The OWNER and/or ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly with the quantities on the Bid Form. The Bidder may not plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the work. Payment to the CONTRACTOR under unit price items will be made only for the actual measured quantities of work performed and materials furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or decreased at the OWNER's option, as provided in the General Conditions, without in any way invalidating any of the unit or lump sum prices Bid.

10. ALTERNATES

10.1. When certain items of equipment or materials are specified or described as the product of a particular manufacturer - together with any required additional information such as model number, size or catalog number - only such specific items may be used in preparing the Bid, except as hereinafter provided.

10.2. A Bidder proposing to seek approval for the use of alternate, substitute, or "equal" items must do so in accordance with the provisions of Section 12 of the General Conditions and must determine that such proposed equipment is of comparable character and quality to that specified. The OWNER or the ENGINEER will not discuss, approve, or disapprove any alternate or substitution of equipment or materials before execution of the Contract. The cost of changes in related work and additional drawings, which may be required to illustrate or define the alternate or substitute equipment and its relation to the other parts or portions of the work, shall be paid by the Bidder. Substitution of equipment or materials will cause no change in the Contract Time as stated in the Contract Documents.

11. GOVERNING LAWS AND REGULATIONS

11.1. Upon award of a contract under this request the successful Bidder must comply with the laws of South Carolina including obtaining authorization or licensure to do business with this State if required.

11.2. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Bidder from authorization or licensure requirements, by submission of this signed Bid, the Bidder agrees to be subject to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under the Contract Documents and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

11.3. The Bidder is required to be familiar with and shall be responsible for complying with all federal, State and local laws, ordinances, rules, and regulations that in any manner affect the work.

11.4. The bid prices shall include all sales, consumer, use, and other taxes required to be paid in accordance with the law of the place of the project.

12. PREPARATION OF BIDS

12.1. Signature of the Bidder: Each Bidder shall sign the Bid Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is company, either a member or the managing member must sign the Bid on behalf of the company and provide evidence of the authority to sign the bid. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of the Bidders authority to sign the Bid must be submitted. Bids not signed may be automatically rejected.

12.2. The Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. Failure to show this required information in the proper place may cause the Bid to be automatically rejected. All Bidders shall hold a valid and current South Carolina General Contractor's License, with the appropriate classifications and limitations to satisfy the proposed scope of work and bid amount.

12.3. Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis as specified in the Bid Form. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered. All blanks on the Bid Form must be completed in black ink or typewritten.

12.4. Price Bid: The total price bid for the work shall be the aggregate of the lump sum prices bid and unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid Form. In the event that there is a discrepancy on the Bid Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount. Written values (in words) shall supersede numerical values, when discrepancies exist.

13. SUBMISSION OF BIDS

13.1 Online submittal: Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the Getall portal.

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

13.2. In Person/Courier Delivered Submittals: If Bidder elects to submit bid in person or by mail instead of electronic submission, bids must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

13.3. Each bid shall be submitted on the Bid Form as furnished, together with a suitable bid security as herein described.

13.4. The Bid, accompanied by bid security, as described in Section 14, and other required documents, shall be submitted

13.5. If requested by the OWNER, Bidder shall submit, within five days of OWNER's request, a list of the names and addresses of the major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the OWNER prior to award of Contract and shall be one of the considerations in determining the successful Bidder. After award of Contract, no change in subcontractors shall be made unless approved by the OWNER after a request for such a change, including the reasons therefore, has been submitted in writing by the CONTRACTOR.

13.6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, Bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the Bid Form.

14. BID SECURITY

14.1. Each Bid must be accompanied by a cashier's check or Bid Bond made payable to the OWNER in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$50,000. Generally, the bid security of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after the OWNER and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Upon request and no earlier than thirty (30) days after the formal opening of bids, the County will return the bid security of any Bidder.

14.2. Attorneys in Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

14.3. Failure of the accepted Bidder to execute a Contract and file acceptable bonds within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the bid security to the OWNER as liquidated damages for damages sustained by OWNER. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

15. WITHDRAWAL OF BID

15.1. Any Bid may be withdrawn prior to the time scheduled in Invitation for Bids for the receipt thereof. A Bid may also be withdrawn within twenty-four (24) hours after the date of the receipt of the Bids, provided that the Bidder files a duly signed, written notice with OWNER and promptly there after demonstrates, to the reasonable satisfaction of OWNER, that there was a material and substantial mistake in the preparation of its Bid. The Bid security will be returned and the Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

16. MODIFICATION OF BIDS

16.1. York County does not allow modification of bids after deadline for submittal.

17. RECEIPT AND OPENING OF BIDS

17.1. Bids will be received until the designated time and will be publicly opened and (unless non-responsive) read aloud at the appointed time and place stated in the Invitation for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present. An abstract of the amounts of the base Bids and major alternates (if any) will be available to Bidders after the opening of Bids.

18. DETERMINATION OF SUCCESSFUL BIDDER

18.1. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid and the unit prices will be considered the Bid. Until the final award of the Contract, the OWNER is not bound to accept the minimum Bid

stated herein but reserves the right to reject any and all Bids and to waive technical errors and irregularities as may be deemed best for the interests of the OWNER. Bids containing modifications that are incomplete, unbalanced, conditional, and obscure; containing additions not requested or irregularities of any kind; not complying in every respect with the Information to Bidders and the Bid Documents, may be rejected at the option of the OWNER.

18.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates (if any), unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the qualifications to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

18.4. The Bids of the three (3) lowest responsible Bidders will remain subject to acceptance for a maximum of one hundred twenty (120) days after the day of the Bid opening, but OWNER may, at its sole discretion, release any Bid and return the bid security prior to that date.

19. AWARD OF CONTRACT

19.1. The OWNER reserves the right to reject any or all Bids or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or part of the work contemplated. If Bids are found to be acceptable by the OWNER, written Notice of Award will be given to the lowest responsible Bidder of the acceptance of the Bid and of the award of the Contract.

19.2. If a Bidder to whom a Contract is awarded forfeits the bid security and the award of the Contract is annulled, the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise the work.

19.3. The Contract will be awarded to the lowest responsible Bidder complying with the applicable conditions of the Contract Documents.

19.4. The ability of a Bidder to obtain Performance and Indemnity and Payment Bonds shall not be regarded as the sole test of such Bidder's competence or responsibility.

19.5. The OWNER also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

20. PROTEST

20.1 Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the

Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

21. EXECUTION OF CONTRACT

21.1. The Bidder to whom a Contract is awarded will be required to return to the OWNER a minimum of three (3) executed counterparts of the prescribed Contract or Agreement together with the required Performance and Indemnity and Payment Bonds and the required Certificates of Insurance within ten (10) days from the date of Notice of Award. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

22. PERFORMANCE AND PAYMENT BONDS

22.1. Simultaneously with delivery of the executed Contract to the OWNER, a Bidder to whom a Contract has been awarded must deliver to the OWNER executed Performance and Indemnity and Payment Bonds on the prescribed forms each in an amount equal to one hundred percent (100%) of the total amount of the Contract Amount, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Indemnity and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of South Carolina and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Indemnity and Payment Bonds for a surety company must file with such bonds a certified copy of the Power of Attorney authorizing the Bidder to do so.

22.2. The Performance and Indemnity and Payment Bonds shall remain in force for two (2) year from the date of final payment of the Work as a protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during the one (1) year warranty period.

22.3. Qualification of Sureties shall be as described in the General Conditions.

23. GENERAL REQUIREMENTS

23.1 All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted Bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

24. TITLE VI OF CIVIL RIGHTS ACT OF 1964

24.1 Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

25. CONFLICT OF INTEREST

25.1 The successful Bidder shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the Bidder shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after the termination of employment of that individual with York County.

26. INDEMNIFICATION AND HOLD HARMLESS

26.1 The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

27. DRUG-FREE WORKPLACE

27.1 During the performance of this request, the firm agrees to provide a drug-free workplace for employees of that firm; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are

prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

28. APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS

28.1 Upon award of a contract under this request 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 with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed Bid, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

29. CERTIFICATE OF INSURANCE

29.1 Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

30. ASSIGNMENT

30.1 No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

31. OWNERSHIP OF MATERIAL

31.1 All Bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

32. PRIME RESPONSIBILITIES

32.1 The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

33. SUBCONTRACTING

33.1 If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

34. RECORDS RETENTION AND RIGHT TO AUDIT

34.1 The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

35. PUBLIC ACCESS TO PROCUREMENT INFORMATION

35.1 Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their Bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their Bid which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the Bid package as confidential. Failure to do so or to mark the entire Bid package as confidential may result in disclosure of that information.

36. NON-COLLUSION BIDDING CERTIFICATION AND DISQUALIFICATION

36.1 By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

36.2 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

36.3 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

36.4 No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

36.5 One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

37.1 The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, Bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

38. CERTIFICATION REGARDING IMMIGRATION REFORM AND CONTROL

38.1 The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

39. CHAIN OF COMMUNICATION

39.1 To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

40. PROHIBITION OF DONATIONS AND GRATUITIES

40.1 Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that an offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

DIVISION I - SECTION 2

NOT INCLUDED

DIVISION I - SECTION 3
BID PROPOSAL DOCUMENTS

DIVISION I - SECTION 3A
BID SCHEDULE AND BID FORM

BID SCHEDULE

CONCRETE PAD ADDITION FOR RECOVERED MATERIALS PROCESSING FACILITY

All work performed by the Contractor as essential to the completion of the intent of the Contract Documents shall be paid for in accordance with the Bid Schedule. No direct payment will be made for work performed which is not shown as a separate Bid Item. All costs shall be included in the various pay items in the Bid Schedule or an amount shown as Total Bid Amount for the work shown on the proposed project plans. The contractor certifies the following unit prices shall be utilized on the work. The unit prices shall also apply to any Extra Work necessary to complete the project, should modifications or variations occur in project quantities.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL AMOUNT (\$)
1	SITE CLEARING/REMOVE & DISPOSE EXISTING CONCRETE PAD, COMPLETE	1	LS		\$0.00
2	SILT FENCE, INSTALLED	400	LF		\$0.00
3	CONCRETE WASHOUT, COMPLETE	1	EA		\$0.00
4	SITE GRADING, COMPLETE	1	LS		\$0.00
5	GEOGRID MATERIAL, INSTALLED	4,700	SY		\$0.00
6	GRADED BASE COURSE, UNIFORM LAYER, INSTALLED				
	A. 12 INCH	42,000	SY		\$0.00
	B. 9 INCH	6,000	SY		\$0.00
7	CONCRETE PAVING, INSTALLED	4,835	SY		\$0.00
8	CONSTRUCTION SURVEYING, COMPLETE	1	LS		\$0.00
9	MOBILIZATION, COMPLETE	1	LS		\$0.00
TOTAL BASE BID					\$0.00

BID FORM

A. Bid Amount Concrete Pad for Recovered Materials Facility

Concrete Pad Total Base Bid Price: \$ _____
(Total Base Bid Price from Bid Schedule)

10% Contingency \$ _____

TOTAL PROJECT BID: \$ _____

Exceptions:

B. Acknowledgement of Addenda

If any Addenda are issued, Bidder hereby acknowledges receipt of all Addenda through and including:

Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

C. Contractor's Classifications and Subclassifications

SC Contractor's License Number(s): _____

Classification(s) and Limits: _____

Subclassifications (s) & Limits _____

D. List of Subcontractor(s)

Subcontractor(s) _____

E. List of References

1. Company Name: _____

Company Address: _____

Point of Contact: _____ Email: _____

2. Company Name: _____

Company Address: _____

Point of Contact: _____ Email: _____

3. Company Name: _____

Company Address: _____

Point of Contact: _____ Email: _____

Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DIVISION I - SECTION 3B
BID ITEM DESCRIPTIONS

BID ITEM DESCRIPTIONS

The unit price is an amount proposed by bidders and stated on the bid form as a price per unit of measurement for materials or services that will be added to or deducted from the contract sum. A change order will be used in the event the estimated quantities of work are increased or decreased in order to comply with contract documents or the owner's discretion. These unit prices shall include all necessary materials, overhead, profit, and applicable taxes.

The owner reserves the right to reject the contractor's measurement of work in place that involves use of established unit prices and has the right to have the work measured by a surveyor acceptable to the contractor at the owner's expense.

The items listed in the "bid schedule" are specifically described in this section. Estimated quantities may vary.

Item No. 1 – Site Clearing/Remove and Dispose Existing Concrete Pad

This item will be measured for payment on a lump sum (LS) basis.

Payment for this item shall be full compensation for all costs, labor, materials, and equipment associated with clearing the limits of disturbance, and removal and disposal of existing concrete pad as shown on the plans.

Item No. 2 – Silt Fence

This item will be measured for payment on the basis of horizontal lineal foot (LF) distances.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to install this item in locations shown in the plans or as directed by the engineer in accordance with SCDHEC standards.

Item No. 3 – Concrete Washout

This item will be measured for payment on an each (EA) basis.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to install this item in locations shown in the plans or as directed by the engineer in accordance with SCDHEC standards.

Item No. 4 – Site Grading

This item will be measured for payment on a lump sum (LS) basis.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to grade the site. This is to include stripping, stockpiling, and re-spreading of topsoil; and provision of required structural fill from off-site, if required.

Item No. 5 – Geogrid Material

This item will be measured for payment on the basis of square yards (SY) installed.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to install the geogrid material in accordance with the manufacturer's requirements and the project specifications.

Item No. 6 – Graded Base Course, 6 IN. Uniform

This item will be measured for payment on the basis of square yards (SY) installed.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to install this item in accordance with the plans and specifications.

Item No. 7 – Concrete Paving

This item will be measured for payment on the basis of square yards (SY) installed.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary for concrete paving for the concrete pad, including reinforcing, in accordance with the plans and specifications.

Item No. 8 – Construction Surveying

This item will be measured for payment on a lump sum (LS) basis.

Payment for this item shall be full compensation for all labor, materials, and equipment necessary to stake horizontal and vertical locations of all proposed site, grading, erosion control, and other features.

Payment for this item shall also include survey, preparation, and provision of all required record drawing (as-built) information, if required.

Item No. 9 – Mobilization

This item will be measured for payment on a lump sum (LS) basis.

Payment for mobilization shall be full compensation for all costs associated with job start-up, moving workers and equipment to and from the project site; and for any other start-up related overhead costs.

DIVISION I - SECTION 3C
BID BOND FORM (EXAMPLE)

SAMPLE

BID BOND
(EXAMPLE FORMAT)

STATE OF SOUTH CAROLINA
COUNTY OF YORK

KNOW ALL MEN BY THESE PRESENTS, that _____
as Principal, and _____, as Surety, a
Corporation chartered and existing under the laws of the State of _____, with
its principal offices in the City of _____, and authorized to do business in the State of
South Carolina are held and firmly bound unto the OWNER, _____
_____ in the penal Sum of _____
_____ Dollars (\$_____) lawful money of the United States, for
the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the
OWNER the accompanying bid, dated _____, 20__, for:

**Concrete Pad Addition for
Recovered Materials Processing Facility**

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If the principal shall not withdraw said Bid within twenty-four (24) hours after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the OWNER in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- C. In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the OWNER the difference between the amount specified in said bid and the amount for which the OWNER may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D., 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized Officer
(Affix Seal)

Title

Business Address

City State

WITNESS:

SURETY:

Corporate Surety

(Affix Attorney-in-Fact Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Secretary Seal)

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the OWNER, the _____.

Subscribed and sworn to before me this ____ day of _____, 20__, A.D.

(Attach Power of Attorney
to original Bid Bond)

Notary Public
State of South Carolina-at-Large

My Commission Expires: _____

END OF SECTION

DIVISION I - SECTION 4
CONTRACT DOCUMENTS

DIVISION I - SECTION 4A
AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ A.D., by and between the York County Government, party of the first part (hereinafter sometimes called the "OWNER"), and _____, party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

- 1.1. The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the Work shown on the Drawings and described in the Specifications entitled:

Concrete Pad Addition for Recovered Materials Processing Facility

as prepared by York County Engineering Department acting as, and in the Contract Documents entitled the ENGINEER, and shall do everything required by this Contract and the other Contract Documents.

2. THE CONTRACT SUM

- 2.1. The OWNER shall pay to the CONTRACTOR for the faithful performance of the Contract, in lawful money of the United States, and subject to addition and deductions as provided in the Contract Documents, a total sum as follows:

Based upon the prices shown in the Bid heretofore submitted to the OWNER by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid, or the combination of both) being the sum of

(\$.00).

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1. The CONTRACTOR shall commence Work and the Contract Time will commence to run on the date fixed in the Notice to Proceed.
- 3.2. The CONTRACTOR shall prosecute the Work with faithfulness and diligence and shall be completed and ready for final payment within **60 calendar days** after commencement date fixed in the Notice to Proceed.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1. The CONTRACTOR hereby agrees that, by virtue of submitting a completed Bid including his declarations therein of full satisfaction, knowledge and understanding of the Contract Documents, site conditions (surface and subsurface) and all other conditions affecting the Work, he assumes full responsibility for performance of the Work as required under this Contract. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

4.2. It is understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the OWNER, ENGINEER, or by any agent or representative, as being in compliance with the terms of this Contract and/or of the Contract Documents, shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract, and/or the Contract Documents covering said Work; and the OWNER may require the CONTRACTOR and/or his surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Contract Documents any and all of said Work and/or materials which within a period of two years from and after the date of the acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Contract Documents. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the CONTRACTOR and/or his Surety, immediately after notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his surety, who shall in any event be jointly and severally liable to the OWNER for all damage, loss and expense caused to the OWNER by reason of the CONTRACTOR's breach of this Contract and/or his failure to comply strictly and in all things with this Contract.

5. PARTIAL AND FINAL PAYMENTS

5.1. In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

5.1.1. Within 30 days after receipt by the OWNER of the CONTRACTOR's request for partial payment, the OWNER shall make partial payments to the CONTRACTOR, on the basis of the estimate of Work as approved by the ENGINEER, for work performed during the preceding calendar month, less five percent (5%) of the amount of such estimate which is to be retained by the OWNER until all Work has been performed strictly in accordance with this Agreement and until such Work has been accepted by the OWNER.

5.1.2. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, including all retainage to subcontractors on the project, and also after all guarantees that may be required in the specifications have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all Work covered by this Agreement and acceptance of such Work by the OWNER.

5.1.3. Retainage will be released in full at Final Completion.

6. ADDITIONAL BOND

6.1. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Performance and Payment Bonds hereto attached for its faithful performance, the OWNER shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the CONTRACTOR shall, at his expense, and within three days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the OWNER.

7. CONTRACT DOCUMENTS

- 7.1. The Contract Documents, as stated in the Instructions to Bidders, including this Project Manual and General Conditions, and the accompanying Contract Drawings, shall form the Contract and are as fully a part of this Contract as if herein repeated.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.*

York County Government
Owner

Contractor

By: _____

By: _____

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

License No. _____

Agent for service of process:

(*) In the event that the CONTRACTOR is a Corporation, a certificate of resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf shall be completed and submitted with this form.

END OF SECTION

DIVISION I - SECTION 4B

GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

1.1.1. *Addendum* or *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.1.2. *Agreement* - The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.1.3. *Application for Payment* - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.1.4. *Bid* - The offer or proposal of the bidder on the prescribed Bid Form setting forth the prices for the Work to be performed.

1.1.5. *Bidder* - One who submits a Bid directly to OWNER, as distinct from sub-bidder, who submits a Bid to a Bidder.

1.1.6. *Bidding Documents* - The Invitation for Bids, Instruction to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.1.7. *Bonds* - Performance and Indemnity and Payment Bonds and other instruments of security.

1.1.8. *Change Order* - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.1.9. *Contract Documents* - Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, Bid Guarantee, Statement of Bidder's Qualifications, Performance and Indemnity Bond, Payment Bond, Certification of Insurance, General Conditions, Supplemental Conditions (if any), Special Conditions (if any), Technical Specifications, and Drawings (as listed in the Index of Drawings).

1.1.10. *Contract Price* - The moneys payable by OWNER for completion of the Work in accordance with the Contract Documents.

1.1.11. *Contract Times* - The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the work so that it is ready for final payment as evidenced by ENGINEER's written records.

1.1.12. *CONTRACTOR* - The person, firm, or corporation entering into Contract with the OWNER to construct and install the improvements embraced in this Contract.

1.1.13. *Defective* - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or had been damaged prior to ENGINEER's recommendation or final payment.

1.1.14. *Drawings* - The construction drawings which graphically show the scope, extent, and character of the Work to be furnished and performed by the CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. These Drawings are listed in the Index of Drawings.

1.1.15. *ENGINEER* – The person, firm or corporation serving the OWNER with Engineering services, his successors, or any other person or persons, employed by said OWNER for the purpose of directing or having charge of the work embraced in this Contract.

1.1.16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.1.17. *Liens* - Liens, charges, security interests or encumbrances upon project funds, real property or personal property.

1.1.18. *Local Government* - York County, South Carolina, within which the Project Areas are situated.

1.1.19. *Milestone* - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.1.20. *Notice of Award* - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the agreement.

1.1.21. *Notice to Proceed* - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform, CONTRACTOR's obligations under the Contract Documents.

1.1.22. *OWNER* - The York County Government, which is authorized to undertake this Contract.

1.1.23. *Partial Utilization* - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.1.24. *Project* - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.1.25. *Project Area* - The area within which are the specified limits of the improvements to be constructed in whole or in part under this Contract.

1.1.26. *Project Manual* – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

1.1.27. *Resident Project Representative* – The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

1.1.28. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.1.29. *Site* – Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of the CONTRACTOR.

1.1.30. *Shop Drawings* - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.1.31. *Special Conditions* - The part of the Contract Documents that amends or supplements the Technical Specifications.

1.1.32. *Subcontractor* - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.1.33. *Substantial Completion* - The Work (or specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certification of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.1.34. *Successful Bidder* - The lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

1.1.35. *Supplier* - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.1.36. *Supplemental Conditions* - The part of the Contract Documents that amends or supplements these General Conditions.

1.1.37. *Technical Specifications* - The part of the Contract Documents that describes, outlines, and stipulates: the quality of materials, equipment and systems to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

1.1.38. *Underground Facilities* - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

1.1.39. *Unit Price Work* - Work to be paid for on the basis of unit prices.

1.1.40. *Work* - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing and incorporating materials and equipment into the construction, and furnishing, installing and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Other technical terms not specifically defined within the Contract Documents shall have the meanings given in AIA Document "Glossary of Construction Industry Terms," current edition. Technical terms not defined as above and used to describe items of the Work, and which so applied have a well-known technical or trade meaning, shall be deemed to have such recognized meaning.

2. CONTRACTOR'S OBLIGATIONS

2.1. All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the ENGINEER or persons other than the

CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligations to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques, and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Subcontractors, suppliers, and their employees and for access, use, work, or occupancy by all authorized persons.

3. LANDS BY CONTRACTOR

3.1. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application, but specifically related to the use of the Site with which the CONTRACTOR must comply in performing work.

3.2. Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials and equipment shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.

3.3. The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

4. SURVEYS BY CONTRACTOR

4.1. Based upon the Construction Documents and any additional information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including working points, lines and elevations.

5. PUBLIC UTILITIES

5.1. The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.

6. SUPERINTENDENT

6.1. A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the Work and shall give efficient supervision to the Work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the Work of all the Subcontractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

7. SUBCONTRACTORS

7.1. At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any

contractual relation between any Subcontractor and the OWNER. The CONTRACTOR shall bind every Subcontractor by the terms of the Contract Documents.

8. ASSIGNMENTS

8.1. The CONTRACTOR shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the OWNER. In case the CONTRACTOR assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

9. MUTUAL RESPONSIBILITY OF CONTRACTORS

9.1. If through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR or any Subcontractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or Subcontractor by agreement or arbitration if such other CONTRACTOR or Subcontractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and save harmless the OWNER against any such claim.

10. ORAL AGREEMENTS

10.1. No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

11. MATERIALS, SERVICE AND FACILITIES

11.1. It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, gas, light, power, transportation, superintendence, taxes, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

11.2. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the OWNER.

12. MATERIALS AND EQUIPMENT

The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed by the ENGINEER. The CONTRACTOR shall furnish all materials and equipment not otherwise specifically indicated or provided by the OWNER. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Section 16 of these GENERAL CONDITIONS.

12.1. Substitutions: In order to establish standards of Quality, the ENGINEER has, in the detailed Specifications, referred to certain products by name and catalog number without consideration of possible substitute or "or equal" items. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

12.1.1. Whenever it is indicated in the Drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR, application for

such acceptance will not be considered by the ENGINEER until after the Effective Date of the agreement. The CONTRACTOR shall furnish the complete list of proposed desired substitutions, together with such engineering and catalog data as the ENGINEER may require. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The ENGINEER will review proposed substitutions and make his recommendations in writing within reasonable time.

12.1.2. The CONTRACTOR shall abide by the ENGINEER's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case.

12.2. Space Requirements: It shall be the responsibility of the CONTRACTOR to insure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

12.3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the work required by such arrangement.

12.4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, or are not equal to samples reviewed by the ENGINEER, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

12.5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the property owner or leasee. Materials, equipment, construction machinery, fuel, and oils shall not be stored or parked within the drip-line of any trees in or adjacent to the project site or additional off-site easements and right-of-ways.

12.6. Manufacturer's Directions: Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

13. INSPECTION AND TESTING OF MATERIALS

13.1. Unless otherwise specifically provided for in the specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the OWNER. The cost of such inspection and testing shall be paid by the OWNER. The CONTRACTOR shall promptly segregate and remove rejected material and finished articles from the site of the work.

14. SAMPLES

14.1. All samples called for in the Specifications or required by the ENGINEER shall be furnished by the CONTRACTOR and shall be submitted to the ENGINEER for his review. Samples shall be furnished so as not to delay fabrication, allowing the ENGINEER reasonable time for the consideration of the samples submitted.

14.1.1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

14.1.2. CONTRACTOR's Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR's Guaranty will fully apply.

14.1.3. All materials, equipment and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the ENGINEER.

15. SHOP DRAWINGS

15.1. The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the ENGINEER's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the ENGINEER at the time of the first submission of shop drawings and other drawings for consideration. The ENGINEER's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the ENGINEER.

15.1.1. CONTRACTOR's Certification: When submitted for the ENGINEER's review, shop drawings shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR's Guaranty will fully apply.

16. GUARANTY

16.1. The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one years from the date of final payment of the work.

16.1.1. The Performance and Indemnity Bond shall remain in full force and effect during the guaranty period.

16.1.2. Correction of faulty work after final payment shall be as provided in Paragraph 41.

17. INSURANCE

17.1. The CONTRACTOR shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the OWNER as to the limit, form, and amount. The CONTRACTOR will not permit any Subcontractor to commence work on this project until such Subcontractor has complied with the same insurance requirements.

Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation Insurance, Automobile and Comprehensive General Liability Insurance as detailed in the following portions of this specification.

17.1.2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage within ten days' notice in writing to be delivered by registered mail to the OWNER. Should any policy be cancelled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

17.1.3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be

cancelled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

17.1.4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR's responsibility for payment of damages resulting from his operations under this Contract.

18. WORKMEN'S COMPENSATION INSURANCE

18.1. Before the Agreement between the OWNER and the CONTRACTOR is entered into, the CONTRACTOR shall submit written evidence that he and all Subcontractors have obtained, for the period of the Contract, full Workman's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements and statutory limits of the most current and applicable South Carolina Workman's Compensation Insurance Laws.

19. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE

19.1. Before commencement of the work, the CONTRACTOR shall submit written evidence that he and all his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance and automobile coverage. This coverage shall provide for both bodily injury and property damage.

19.1.1. Comprehensive General Liability Insurance shall include coverage for bodily injury, sickness or disease, death, or property damage arising directly or indirectly out of or in connection with the performance of work under this Contract, and shall provide for a combined single limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injury, sickness or disease, death, or property damage for each occurrence.

19.1.2. Automobile insurance shall include coverage for bodily injury and property damage arising directly or indirectly out of or in connection with the performance of work under this Contract, and shall provide for a combined single limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injury or property damage for each occurrence.

19.1.3. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the provisions of Paragraph 20.

20. INDEMNITY

20.1. The CONTRACTOR shall hold harmless, indemnify and defend the OWNER, it's successors and assigns, the ENGINEER, their consultants, and each of their officers and employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the OWNER or the ENGINEER.

21. PATENTS AND ROYALTIES

21.1. If any design, device, material or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER, and the ENGINEER, from any and all loss or expense on account thereof, including its use by the OWNER.

22. PERMITS

22.1. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. This shall include all Business Licenses required by the Local Government.

23. LAWS TO BE OBSERVED

23.1. The CONTRACTOR shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER its successors and assigns, the ENGINEER, their consultants, and each of their officers and employees and agents against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

24. WARNING SIGNS AND BARRICADES

24.1. The CONTRACTOR shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

25. PUBLIC CONVENIENCE

25.1. The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

26. SAFETY

26.1. The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property affected directly or indirectly by his operation during the performance of the work. This requirement will not be limited to normal working hours but will only apply continuously 24 hours per day until written acceptance of the work by the OWNER and shall not be limited to normal working hours.

26.2. The ENGINEER's construction reviews of the CONTRACTOR's performance is not intended to include review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

27. NOTICE TO PROCEED

27.1. Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with the work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

28. TIME FOR COMPLETION

28.1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood

and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

28.2. The CONTRACTOR agrees that said work shall proceed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

28.3. It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

28.4 The CONTRACTOR shall, within 10 days from the beginning of a delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter, and grant such extension of time as the OWNER shall deem equitable and just.

29. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

29.1. Immediately after execution and delivery of the contract, and before the first partial payment is made, the CONTRACTOR shall deliver to the OWNER an estimated construction progress schedule in a form satisfactory to the OWNER, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents.

30. EXTENSION OF CONTRACT TIME

30.1. A delay beyond the CONTRACTOR's control occasioned by an Act of God, by act or omission on the part of the OWNER or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to any extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

30.2. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon. Storms of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the CONTRACTOR for damages to the work resulting there from.

31. EXTRA WORK

31.1. New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. It shall be the responsibility of the CONTRACTOR to identify necessary work items classed as Extra Work and for which no previous contract price has been arranged and advise the ENGINEER and the OWNER of the need for the aforesaid necessary Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the ENGINEER. In the absence of such written order, no claim for Extra Work shall be considered.

31.2. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner.

31.3. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

32. CLEANING UP

32.1. The CONTRACTOR shall at all times, keep the premises clean and shall remove from the OWNER's property, and from all public and private property, temporary structures, rubbish, waste materials resulting from his operation or caused by his employees, and all surplus materials, leaving the site smooth, clean and true to line and grade and in the same condition as existed prior to the work performed by the CONTRACTOR or his Subcontractors and as approved by the OWNER. Failure to maintain a clean project site or to complete clean-up of the project site at the completion of the work shall be cause for the OWNER to perform the necessary clean-up and the costs thereof shall be charged to the CONTRACTOR.

33. REQUEST FOR PAYMENT

33.1. The CONTRACTOR may submit to the OWNER periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The CONTRACTOR shall furnish the OWNER all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the OWNER's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less 10 percent to be retained until final completion and acceptance of the work and less previous payments.

34. ENGINEER'S ACTION ON REQUEST FOR PAYMENT

34.1. All CONTRACTOR's Requests for Payment shall be referred to the ENGINEER for his review and, within a reasonable period, the ENGINEER shall:

34.1.1. Recommend payment by the OWNER of the Request for Payment as submitted.

34.1.2. Recommend payment by the OWNER of such other amount as the ENGINEER shall consider as due the CONTRACTOR, informing the OWNER and the CONTRACTOR in writing of his reasons for recommending the amended amount.

34.1.3. Recommend to the OWNER that payment of the Request for Payment be withheld, informing the CONTRACTOR and the OWNER in writing of his reasons, for so recommending.

35. OWNER'S ACTION ON REQUEST FOR PAYMENT

35.1. Within thirty days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

35.1.1. Pay the Request for Payment as recommended by the ENGINEER.

35.1.2. Pay such other amount, in accordance with Paragraph 36, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the ENGINEER in writing of this reasons for paying the amended amount.

35.1.3. Withhold payment in accordance with Paragraph 36, informing the CONTRACTOR and the ENGINEER of his reasons for withholding payment.

36. OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

36.1. The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

36.1.1. Defective work.

36.1.2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR that may adversely affect the OWNER.

36.1.3. Failure of the CONTRACTOR to make payments due to Subcontractors, material suppliers, or employees.

36.1.4. Damage to another CONTRACTOR.

37. PAYMENT FOR EXTRA WORK

37.1. Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR's itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

37.1.1. Unit prices or combination of unit prices which formed the basis of the original Contract.

37.1.2. A lump sum based on the CONTRACTOR's estimate and accepted by the OWNER.

37.1.3. Actual cost plus 15 percent for overhead and profit. Actual costs are defined as follows:

37.1.3.1. Labor costs, including time of foreman while engaged directly upon extra work.

37.1.3.2. Labor insurance and taxes.

37.1.3.3. Materials and supplies actually used on the work.

37.1.3.4. Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

38. ACCEPTANCE AND FINAL PAYMENT

38.1. When the CONTRACTOR has completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and upon acceptance by the OWNER, the OWNER will release the CONTRACTOR except as to the conditions of the Performance and Indemnity Bond and the Labor and Material Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR's final Request of Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the ENGINEER to assemble and check the necessary data.

38.1.1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any liens remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the

OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fees.

39. OWNER'S RIGHT TO TERMINATE AGREEMENT

39.1. The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

39.1.1 Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:

39.1.1.1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

39.1.1.2. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

39.1.1.3. Fail to provide a qualified superintendent, competent workmen or Subcontractors, or proper materials, or fail to make prompt payment thereof.

39.1.2. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

40. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

40.1. The Contract will be considered complete when all work has been finished and the project accepted in writing by the OWNER. The CONTRACTOR's responsibility shall then cease, except as set forth in his Performance and Indemnity Bond, as provided in Paragraph 16, Guaranty, and as provided in Paragraph 41, Correction of Faulty Work After Final Payment.

41 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

41.1. The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects, as determined by the ENGINEER, discovered within two years from the date of final payment of the work.

42. INSPECTION

42.1. The authorized representatives of the ENGINEER and OWNER shall be permitted to inspect all materials, workmanship, and other relevant project records and data. Materials and workmanship will be subject to the approval of the OWNER and/or his representative.

43. CORRECTION OF WORK

43.1. All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be, at all times and places, subject to the inspection of the ENGINEER who shall be the final judge of the quality and suitability of the work, materials, process of manufacturer, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the CONTRACTOR at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the ENGINEER, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the

Contract hereunder shall be reduced by such amount as in the judgment of the ENGINEER shall be equitable.

44. SUBSURFACE CONDITIONS FOUND DIFFERENT

44.1. Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the ENGINEER of such conditions before they are disturbed. The ENGINEER will thereupon promptly investigate the conditions, and if he finds and so determines that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications, as he may find necessary. Any increase or decrease of cost resulting from such changes are to be adjusted in the manner provided in Paragraph 37 of the General Conditions.

45. CONTRACT SECURITY

45.1. The CONTRACTOR shall furnish a Performance Indemnity Bond and Payment Bond (forms attached) in an amount at least equal to 100% of the contract prices as security for the faithful performance of this Contract, as the security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Performance and Indemnity Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the OWNER.

46. DISPUTE RESOLUTION

46.1 OWNER and CONTRACTOR agree to negotiate all disputes between them in good faith prior to exercising their rights under law.

46.2 Any claim, dispute or other matter in question arising from or related to this Agreement or the performance or breach thereof, which cannot be resolved through direct discussions between parties shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, and only after both parties have completed the mediation process.

46.3 Through mediation, CONTRACTOR and OWNER shall endeavor to resolve claims, disputes, or other matters in question between them by mediation in an informal process in which a third-party mediator facilitates discussion between the parties. The parties may designate a mediator mutually agreeable to both CONTRACTOR and OWNER to conduct the mediation. If the parties are unable to agree upon a mediator, mediation shall be conducted in accordance with the mediation provision of the South Carolina Circuit Court Alternative Dispute Resolution Rules. The mediation shall be conducted in York County, South Carolina. A request for mediation shall be filed in writing with the other party to this Agreement, and legal or equitable proceedings shall be stayed pending mediation for a period of sixty (60) days from the date of the request for mediation is filed, unless stayed for a longer period of time by agreement of the parties or court order. The cost of a third-party mediator will be shared equally by the parties.

46.4 If the parties reach an agreement during the mediation process, they shall reduce the agreement to writing and sign it with their attorneys, if any. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

46.5 In any action or proceedings to enforce or interpret any provision of this Agreement, or where any provision herein is validity asserted as a defense, each Party shall bear its own attorney fees, costs, and expenses.

END OF SECTION

DIVISION I - SECTION 4C

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. Contractor shall provide construction surveying at his expense. The cost for construction surveying shall be included in the surveying items listed on the Bid Schedule.
2. All debris from demolition and site clearing shall be hauled from the site and disposed of in accordance with local, state and federal requirements. No burning of debris will be permitted.
3. The contractor shall obtain copies of construction permits secured by the owner prior to beginning construction. Copies of construction permits shall be maintained on file at the job site.
4. Contractor shall field verify existing conditions and utility locations before beginning construction. The Engineer shall be advised if any discrepancies are found.
5. Contractor shall provide all record drawing information to the Engineer prior to final approval.
6. The Contractor shall be liable and responsible for payment of fines assessed by any regulatory agency due to non-compliance with applicable permit requirements and/or regulations by the Contractor. In the event that County is fined due to non-compliance with permit requirements, the County will charge the Contractor the cost of the fine by deducting an equal amount from the next progress pay estimate.
7. Testing shall be conducted by the Owner in accordance with the procedures defined in the Specifications.
8. The Geotechnical Report included as part of this manual was prepared to assist the County in preparing the project design. The report has been included for general information and is not intended to be used to determine the nature of the unclassified materials on the project. The County, Campco Engineering, Inc., nor Joel E. Wood & Associates guarantee the accuracy or accept liability for information contained there-in. Any use of the geotechnical report shall be at the Contractor's own risk as it is the Contractor's responsibility to make his own investigations and determinations.
9. The Contractor shall develop and submit prior to beginning construction, a schedule of work which will allow construction of the project while maintaining vehicular access to the project site during the construction period.

END OF SECTION

DIVISION I - SECTION 4D
PERFORMANCE AND INDEMNITY BOND

PERFORMANCE AND INDEMNITY BOND

STATE OF SOUTH CAROLINA
COUNTY OF YORK

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Contractor, and _____
_____ as Surety, hereinafter
called Surety, are held and firmly bound unto the York County Government, as Obligee, hereinafter called
owner, in the amount of _____
_____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered
into a Contract with Owner for:

***Concrete Pad Addition for
Recovered Materials Processing Facility***

in accordance with Drawings and Specifications prepared by York County Engineering Department,
ENGINEER, which Contract is by reference made a part hereof and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the
Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of
said Contract and his obligations thereunder and shall indemnify the OWNER and the ENGINEER and
save either or all of them harmless against and from all costs, expenses and damages arising from the
performance of said Contract or the repair of any work thereunder, then this obligation shall be void;
otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and
conditions:

A. The Principal and Surety jointly and severally agree to pay the OWNER any difference
between the sum to which the said Principal would be entitled on the completion of the Contract, and that
sum which the OWNER may be obliged to pay for the completion of said work by Contract or otherwise,
and any damages, direct or indirect or consequential, which the said OWNER may sustain on account of
such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and
execute all of the provisions of said Contract.

B. And this Bond shall remain in full force and effect for a period of two (2) years from the
date of final payment of the project by the OWNER and shall provide that the CONTRACTOR guarantees
to repair or replace for said period of one (1) years all work performed and materials and equipment
furnished that were not performed or furnished according to the terms of the Contract, and shall make
good, defects thereof which have become apparent before the expiration of said period of two (2) years.
If any part of the project, in the judgment of the OWNER, for the reasons above stated needs to be
replaced, repaired or made good during that time, the OWNER shall so notify the CONTRACTOR in
writing. If the CONTRACTOR refuses or neglects to do such work within five (5) days from the date of
service of such Notice, the OWNER shall have the work done by others and the cost thereof shall be paid
by the CONTRACTOR or his Surety. After the one-year warranty period and after all warranty work has
been completed satisfactorily to the owner, the contractor may request that this bond be terminated.

C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

D. The surety represents and warrants to the OWNER that they have a minimum Best's Key Rating Guide General Policyholder's Rating of "A-" and Financial Category of "Class VIII".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer
(Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate
Seal

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the _____.

Subscribed and sworn to before me this . day of _____, 20__ A.D.

(Attach Power of Attorney)

Notary Public
State of South Carolina-at-Large

My Commission Expires:

END OF SECTION

DIVISION I - SECTION 4E

PAYMENT BOND

PAYMENT BOND

STATE OF SOUTH CAROLINA
COUNTY OF YORK

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called CONTRACTOR,
and _____ as Surety, hereinafter called
Surety, are held and firmly bound unto the York County Government, as Obligee, hereinafter
called OWNER, in the amount of _____
_____ Dollars(\$_____) for the
payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered
into a Contract with OWNER for:

***Concrete Pad Addition for
Recovered Materials Processing Facility***

in accordance with Drawings and Specifications prepared by York County Engineering
Department, ENGINEER, which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the
Principal shall promptly make payments to all claimants, as herein below defined, then this
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and
supplies, used directly or indirectly by the said Principal or any subcontractor in the
prosecution of the work provided for in said Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the
OWNER that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after performance of the labor or after complete
delivery of materials and supplies by such claimant, may sue on this Bond for the use of
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly
due claimant, and have execution thereon. The OWNER shall not be liable for the
payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant, other than one having a direct contract with the Principal, shall
within forty-five (45) days after beginning to furnish labor, materials or supplies
for the prosecution of the work, furnish the Principal with a notice that he intends
to look to this bond for protection.
 - 2. Unless claimant, other than one having a direct contract with the Principal, shall
within ninety (90) days after such claimant's performance of the labor or complete

delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the OWNER any sum which the OWNER may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a minimum Best's Key Rating Guide General Policyholder's rating of " A - " and Financial Category of "Class VIII ".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer
(Affix Seal)

WITNESSES:

Title

Business Address

City State

WITNESS:

SURETY:

Corporate Surety

Attorney-in-Fact
(Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate
Seal

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the _____.

Subscribed and sworn to before me this ____ day of _____, 20____, A.D.

(Attach Power of Attorney)

Notary Public
State of South Carolina-at-Large
My Commission Expires: _____

END OF SECTION

DIVISION I - SECTION 4F

NOTICE OF AWARD

NOTICE OF AWARD

TO: _____

FROM: York County Engineering _____
PO Box 148 _____
York, SC 29745 _____

PROJECT TITLE: Concrete Pad Addition for Recovered Materials Processing Facility

PROJECT DESCRIPTION: The Concrete Pad Addition for Recovered Materials Processing Facility Project consists of the addition of a new concrete pad to accommodate Class B roll-off dumpsters and truck loading up to 90,000-lbs.

The Owner has considered the Bid submitted by you for the above described work in response to its Invitation for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of _____ (\$0.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 20__.

On behalf of the York County Council

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By: _____

Title: _____

This ____ day of _____, 20__

DIVISION I - SECTION 4G

NOTICE TO PROCEED

NOTICE TO PROCEED

Date: _____

To: _____

Project: **Concrete Pad Addition for Recovered Materials Processing Facility**

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, and you are to complete the work within **60** consecutive calendar days thereafter. The date of completion of all work is therefore _____.

On behalf of the

YORK COUNTY GOVERNMENT

By: _____

Title: York County Engineer _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____, this the ____ day of _____, 20__.

By: _____

Title: _____

DIVISION I - SECTION 4H
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder
Title Company Name
that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, conveyance or unlawful agreement any advantage against the OWNER or any person interested in the proposed contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this ____ day of _____, 20_____

(Title)

My commission expires _____

DIVISION I - SECTION 4I
CERTIFICATE OF INSURANCE

**CERTIFICATE OF INSURANCE
(May also use applicable Accord form)**

THIS IS TO CERTIFY THAT THE _____
Insurance Company

Address _____

Of _____

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect the interest(s) of the York County Government (hereinafter sometimes called the OWNER) until thirty (30) days after written notice of such cancellation or change has been delivered to the ENGINEER.

Insured: _____

Address: _____

Status of Insured
_____ Corporation _____ Partnership _____ Individual

Insured: _____

Description of Work: _____

INSURANCE POLICIES IN FORCE

<u>Forms of Coverage</u>	<u>Policy Number</u>	<u>Expiration Date</u>
*Worker's Comp./Employers' Liability	_____	_____
**Comprehensive Auto Liability	_____	_____
***Excess Liability	_____	_____
Other (Please specify type)	_____	_____

POLICY INCLUDES COVERAGE FOR:	YES	NO
1. Additional Insured: OWNER and ENGINEER	_____	_____
2. *Liability under the United States Longshore-men's and Harbor Workers' Compensation Act.	_____	_____
3. **All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner.	_____	_____
4. Contractual Liability	_____	_____
5. Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
6. Products/Completed Operations	_____	_____
7. Owners and Contractors Protective Liability	_____	_____
8. Personal Injury Liability	_____	_____
9. ***Excess Liability applies excess of:		
(a) Employers' Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____

<u>Types of Coverage</u>	<u>Forms of Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers' Compensation	Bodily Injury	\$1,000,000	Statutory
Employers' Liability	Bodily Injury	\$ 500,000	Each Accident
	Disease	\$ 500,000	Each Person
	Disease	\$ 500,000	Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$1,000,000	Each Accident
Comprehensive General Liability	Bodily Injury	\$1,000,000	Each Occurrence
		\$5,000,000	Aggregate

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date _____ (SEAL) _____
Insurance Company

Issued at _____
Authorized Representative

Insurance Agent or Company

- Send original and one copy to:

York County Engineering
Post Office Box 148
6 South Congress Street
York, South Carolina 29745

END OF SECTION

DIVISION I - SECTION 4J
APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT No. _____

Date: _____ Contractor: _____

Project: _____

Project Number: _____ For Period _____ To _____

Total value of work completed to date (see attached sheet) \$ _____

Total value of materials stored for project (see attached sheet) \$ _____

SUB TOTAL \$ _____

LESS _____ %RETAINED \$ _____

TOTAL \$ _____

LESS PREVIOUS PAYMENTS \$ _____

Other Changes, additions, or deductions (see attached sheet) \$ _____

TOTAL AMOUNT DUE THIS PAYMENT \$ _____

Previous Payments

1. _____ 4. _____ 7. _____ 10. _____

2. _____ 5. _____ 8. _____ 11. _____

3. _____ 6. _____ 9. _____ 12. _____

Submitted By:

I hereby certify to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that all amounts have been paid by the Contractor for Work which previous Applications for Payment were issued and payments received from the Owner, that current payment shown herein is now due.

Contractor: _____

Signed By: _____

Date: _____

Notarized: _____

(affix seal)

My Commission Expires: _____

Recommended By:

Architect/Engineer: _____ Date: _____

Certified Amount: \$ _____

The Certified amount is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Accepted By:

Owner: _____ Date: _____

DIVISION I - SECTION 4K
CHANGE ORDER FORM

CONTRACT CHANGE ORDER

CHANGE ORDER NO: _____

PROJECT: _____

DATE OF ISSUANCE: _____

DESCRIPTION OF CHANGE: _____

CONTRACT AMOUNT		CONTRACT TIME (Calendar Days)	
Original	\$ _____	Original Durations	_____ Days
Previous Change Orders (Add/Deduct)	\$ _____	Previous Change Order (Add/Deduct)	_____ Days
This Change Order (Add/Deduct)	\$ _____	This Change Order (Add/Deduct)	_____ Days
Revised Contract Amount	\$ _____	Revised Contract Time	_____ Days
REVISED CONTRACT COMPLETION DATE IS: _____, 20__			

	OWNER	CONTRACTOR	ENGINEER
SIGNATURE			
PRINT NAME			
COMPANY			
DATE			

DIVISION I - SECTION 4L

**RELEASE AND WAIVER OF CLAIM BY PRIME
CONTRACTOR**

**RELEASE AND WAIVER OF CLAIM
BY PRIME CONTRACTOR**

Know all men by these presents that the undersigned, ____ of _____ 20__ first being duly sworn, states that all payrolls, materials bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred for use in the performance of the contract for the **Concrete Pad Addition for Recovered Materials Processing Facility** located in York County, South Carolina have been paid in full and waives any and all claims and releases York County Government (York County, South Carolina) from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies or any lien thereon.

(Name of Company)

By: _____

Its: _____

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

Notary Public for _____

My Commission expires: _____

DIVISION II

**TECHNICAL SPECIFICATIONS
*(INCLUDED IN PLANS)***

DIVISION III
ATTACHMENTS

DIVISION III - SECTION 1
GEOTECHNICAL INVESTIGATIONS REPORT



JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

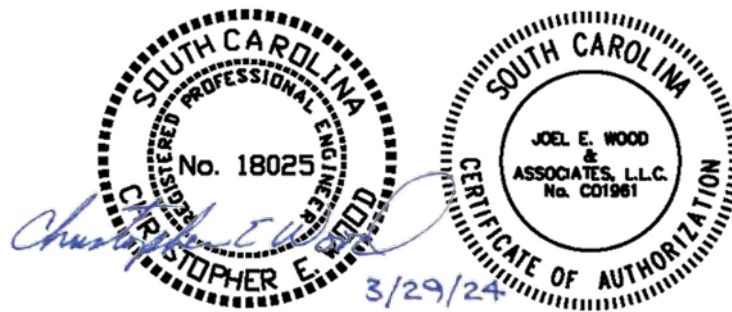
***GEOTECHNICAL INVESTIGATION
YORK COUNTY COLLECTION & RECYCLING
ROLLOFF CONTAINER SLAB
YORK, SOUTH CAROLINA***

For

CAMPCO ENGINEERING

March 29, 2024

JWA File No.: 240324



P.O. Box 296
Clover, South Carolina 29710
2160 Filbert Highway
York, South Carolina 29745
Tel. (803) 684-3390 • Fax. (803) 628-2891
EMAIL: cewood@comporium.net



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Kings Mountain, NC

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28086

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Tel.: (704) 739-2565
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March 29, 2024

Mr. Michael Fry, PE
Campco Engineering
156 Oakland Avenue, Suite 100
Rock Hill, SC

Re.: Geotechnical Investigation
York County Collection & Recycling
Rolloff Container Slab
York, South Carolina

Dear Mr. Fry:

Submitted herein is the report of our geotechnical evaluation for the above referenced project. Included is a summary of our field investigation, findings, and recommendations.

It has been a pleasure working for you on this project and we appreciate the opportunity to be of service. Please notify us if there are any questions or if we may be of further assistance with the implementation of our recommendations.

Sincerely,

JOEL E. WOOD & ASSOCIATES

Christopher E. Wood, P.E.
President



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Table of Contents

1.0 INTRODUCTION	1
1.1 General.....	1
1.2 Project Objectives	1
1.3 Project Description.....	1
2.0 FIELD INVESTIGATION	1
3.0 SITE & SUBSURFACE CONDITIONS	2
3.1 Area Geology	2
3.3 Soil Stratigraphy	2
3.4 Groundwater.....	3
4.0 RECOMMENDATIONS AND CONCLUSIONS	3
4.1 Foundations.....	3
5.0 LIMITATIONS OF REPORT.....	3

APPENDIX

- Soil Test Boring Location Plan – Figure 1
- Boring Logs – B-1 - B-4
- Labwork

1.0 INTRODUCTION

1.1 General

A geotechnical investigation has been performed for the proposed rolloff container slab at the York County Collection and Recycling Center (Ingram Branch Rd) in York, South Carolina. The investigation was authorized by Mr. Michael Fry of Campco Engineering.

1.2 Project Objectives

The primary objectives of this investigation were to gather information on subsurface conditions and develop recommendations for a modulus of subgrade reaction and an allowable soil bearing pressure. The objectives were accomplished by executing the following:

1. Advancing soil test borings to provide data on soil stratigraphy and to obtain samples for evaluation;
2. Initiating a laboratory test program to determine soil index properties and design parameters; and
3. Performing engineering analyses to develop design guidelines and recommendations.

1.3 Project Description

The project will consist of constructing a slab-on-grade for the unloading of rolloff containers at the facility that is located at 320 Langrum Branch Road in York, South Carolina. The existing facility is a single-story pre-engineered building with associated parking lots and gravel work areas with concrete slabs. The facility is part of the York County landfill site.

Subsequent sections of this report contain descriptions of the field investigation, findings, and design recommendations.

2.0 FIELD INVESTIGATION

On March 21, 2024, four soil test borings (B-1 to B-4) were advanced to depths of 8 to 15 feet below existing grades. The target depths for all borings were 15 feet but three of the borings were terminated at shallower depths as a result of encountering the old landfill materials. The soil test borings were advanced utilizing a TMG MA-23 track mounted drill rig and hollow stem augers. Standard split-spoon samples (SPT tests) were obtained at regular intervals throughout the depths of the borings in general accordance with ASTM D-1586 to determine the relative densities and consistencies of the subsurface soils.

The soil samples were visually classified based upon the Unified Soil Classification System. The locations of the borings were determined by Joel E. Wood & Associates personnel based upon the provided slab area. The approximate locations of the soil test borings are provided on the Soil Test Boring Location Plan (Figure 1) in the Appendix.

3.0 SITE & SUBSURFACE CONDITIONS

3.1 Area Geology

The project is situated in the Piedmont Province of South Carolina. Geologic mapping indicates that the site is underlain by metamorphosed quartz diorite and tonalite rock. The Piedmont comprises the area from the foothills of the mountains to the “Fall Line.” This dissected peneplain surface slopes from elevations of about 1,500 feet in the northwest to about 300 feet along the southeast boundary. The Piedmont has a rolling to gently undulating land surface dissected by streams typically with dendritic patterns. The “Fall Line” represents the change from igneous and metamorphic rocks of the Piedmont to unconsolidated sediments of the Coastal Plain. Piedmont rocks range from low rank metamorphosed sediments and volcanics to high rank metasedimentary and metaigneous rocks and intrusive acid to basic igneous rocks. These rocks are folded and faulted and are thought to be the late Precambrian to early Paleozoic in age. Mineral resources consist of granite, vermiculite, kyanite, barite, gold, silver, copper, sericite, manganese asbestos, topaz, pyrophyllite, and shale.

Soils in the Piedmont have clayey to loamy surface layers and clay subsoils. These soils have undergone moderate to severe erosion. Alluvial soils have developed along the major stream courses. Most of the soils of the Piedmont have developed from the chemical weathering of crystalline bedrock, so that rock type and soil type are closely related.

3.3 Soil Stratigraphy

At the boring locations, the depth of the gravel ranged from approximately 2 inches to 3.5 feet. The soils encountered below the gravel generally consisted of soft to stiff sandy silts (ML). The silts extended to boring termination in boring B-2, but the old landfill was encountered at of approximately 6 feet in the other borings. The standard penetration tests (N-values) in these soils ranged from 4 to 15 blows per foot (bpf).

Detailed descriptions of the soils encountered are provided on the boring logs in the Appendix. As with any geologic formation, the depth and thickness of the soil strata will vary across the site. Although we have designated strata changes at specific depths in our description of the soil stratigraphy on the boring logs in the Appendix, transitions between soil strata are generally gradual. Therefore, the outlined subsurface data should only be considered general on-site soil conditions and should not be utilized as an absolute indicator.

3.4 Groundwater

Groundwater was not encountered within the depths of the borings at the time of the field investigation. However, perched groundwater could be encountered within trapped pockets in the landfill debris depending upon weather patterns.

4.0 RECOMMENDATIONS AND CONCLUSIONS

The recommendations presented in this report are based upon the general soil conditions encountered in the soil test borings, our analyses of the site and subsurface conditions, and our experience on similar projects. The recommendations do not reflect variations in subsurface conditions or the presence of unsuitable soil conditions and obstructions. If subsurface conditions are discovered that would impact the assumptions developed in the design process, JOEL E. WOOD & ASSOCIATES should be contacted to evaluate the impact of the identified conditions.

4.1 Foundations

The location of the proposed slab is partially over an old landfill area. There is approximately 6 feet of gravel and/or soil fill over the landfill debris. As a result of this, there is significant risk for differential settlement over time, especially given boring B-2 did not encounter the landfill debris. The amount of settlement is difficult to estimate as a result of the variations in materials and debris. There are a number of options that could be implemented to mitigate these risks but any decision to proceed with a slab on-grade should be made understanding that the long-term performance of the slab could require repair or replacement. The first option is to design a very stiff, heavily reinforced slab that is designed utilizing a low modulus of subgrade reaction and bearing capacity. The recommended design parameters are a net allowable soil bearing pressure of one thousand five hundred (1,500) pounds per square foot and a modulus of subgrade reaction of (k_1) of 125 psi per inch. The second option would be to create a geogrid reinforced mat below the slab. The mat should consist of 3 layers of Tensar BX1200 geogrid placed every 12 inches beginning at a depth of 3 feet. The fill between the geogrid layers and below the slab should consist of a graded aggregate base course. The mat should extend 20 feet beyond the edge of the slab in all directions.

5.0 LIMITATIONS OF REPORT

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions and recommendations contained herein are based upon applicable standards in this geographic area at the time this report was prepared. No other warranty, expressed or implied, is made.

The analyses and recommendations submitted herein are based, in part, upon the data obtained from the subsurface exploration. The nature and extent of variations between the borings will not become evident until construction begins. If variations appear evident, we request the opportunity to re-evaluate the recommendations in this report. In the event that any changes in nature or design of the project are planned, the recommendations contained in the report will not be considered valid unless the changes are reviewed and verified in writing.

APPENDIX

NOTE: BORING LOCATIONS ARE APPROXIMATE



JOEL E. WOOD & ASSOCIATES
PLANNING • ENGINEERING • MANAGEMENT

SOIL TEST BORING LOCATION PLAN
YORK COUNTY COLLECTION & RECYCLING
YORK, SOUTH CAROLINA


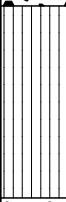

CAMPCO ENGINEERING

DRAWN BY: DER
CHECKED BY: CEW
APPROVED BY: JEW

SCALE: NTS
PROJECT: 240324
Figure: 1

York Recycling Center Rolloff Container Slab York, South Carolina	LOG OF BORING No. B-1 Station: Offset:
--	---

Date Drilled: 3-21-24	Supervisor: HBC	Notes:
Casing Length: N/A	Ground Elevation:	
Hammer Type: <input type="checkbox"/> Gravity <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Other:		
Water Level:	Drilling Method: HSA	

Elevation (ft.)	Depth (ft.)	MATERIAL DESCRIPTION	Graphic Log	Sample Depth (ft.)	Sample No./Type	1st 6 in.	2nd 6 in.	3rd 6 in.	N Value	STD. PENETRATION TEST DATA (blows/foot)								
										10	20	30	40	60	80			
		3.5' Gravel																
	3.5	Soft Gray and Red Sandy SILT (ML)		3.5	SS-1	2	2	2	4									
	6.0	Landfill Debris		6.0	SS-2	2	2	3	5									
	7.5			7.5	SS-3	4	5	5	10									
	9.0	Boring Terminated @ 9.0 Feet Due to Trash																

LEGEND

SAMPLER TYPE		DRILLING METHOD	
SS - Split Spoon	NQ - Rock Core, 1-7/8"	HSA - Hollow Stem Auger	RW - Rotary Wash
ST - Shelby Tube	CU - Cuttings	CFA - Continuous Flight Augers	RC - Rock Core
AWG - Rock Core, 1-1/8"	CT - Continuous Tube	DC - Driving Casing	

York Recycling Center Rolloff Container Slab York, South Carolina	LOG OF BORING No. B-2 Station: Offset:
--	---

Date Drilled: 3-21-24	Supervisor: HBC	Notes:
Casing Length: N/A	Ground Elevation:	
Hammer Type: <input type="checkbox"/> Gravity <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Other:		
Water Level:	Drilling Method: HSA	





Elevation (ft.)	Depth (ft.)	MATERIAL DESCRIPTION	Graphic Log	Sample Depth (ft.)	Sample No./Type	1st 6 in.	2nd 6 in.	3rd 6 in.	N Value	STD. PENETRATION TEST DATA (blows/foot)								
										10	20	30	40	60	80			
	0.2	Gravel 2"	●●●●															
		Firm to Stiff Red and Gray Sandy SILT (ML)		1.0	SS-1	4	4	5	9									
				3.5	SS-2	2	4	5	9									
				6.0	SS-3	4	4	3	7									
				8.5	SS-4	2	2	5	7									
				13.5	SS-5	3	5	8	13									
	15.0	Boring Terminated @ 15.0 Feet																

LEGEND

SAMPLER TYPE SS - Split Spoon ST - Shelby Tube AWG - Rock Core, 1-1/8"	NQ - Rock Core, 1-7/8" CU - Cuttings CT - Continuous Tube	DRILLING METHOD HSA - Hollow Stem Auger CFA - Continuous Flight Augers DC - Driving Casing RW - Rotary Wash RC - Rock Core
--	---	--

York Recycling Center Rolloff Container Slab York, South Carolina	LOG OF BORING No. B-3 Station: Offset:
--	---

Date Drilled: 3-21-24	Supervisor: HBC	Notes:
Casing Length: N/A	Ground Elevation:	
Hammer Type: <input type="checkbox"/> Gravity <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Other:		
Water Level:	Drilling Method: HSA	


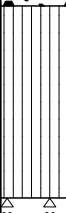
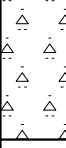
Elevation (ft.)	Depth (ft.)	MATERIAL DESCRIPTION	Graphic Log	Sample Depth (ft.)	Sample No./Type	1st 6 in.	2nd 6 in.	3rd 6 in.	N Value	STD. PENETRATION TEST DATA (blows/foot)									
										10	20	30	40	60	80				
	2.5	2.5' Gravel																	
	4.0	Firm Red and Tan Sandy SILT (ML)		2.5	SS-1	4	3	4	7										
	6.0	Landfill Debris		4.0	SS-2	2	3	3	6										
	8.0	Boring Terminated @ 8.0 Feet Due to Trash		6.0	SS-3	2	4	4	8										

LEGEND

SAMPLER TYPE SS - Split Spoon ST - Shelby Tube AWG - Rock Core, 1-1/8"	NQ - Rock Core, 1-7/8" CU - Cuttings CT - Continuous Tube	DRILLING METHOD HSA - Hollow Stem Auger CFA - Continuous Flight Augers DC - Driving Casing RW - Rotary Wash RC - Rock Core
--	---	--

York Recycling Center Rolloff Container Slab York, South Carolina	LOG OF BORING No. B-4 Station: Offset:
--	---

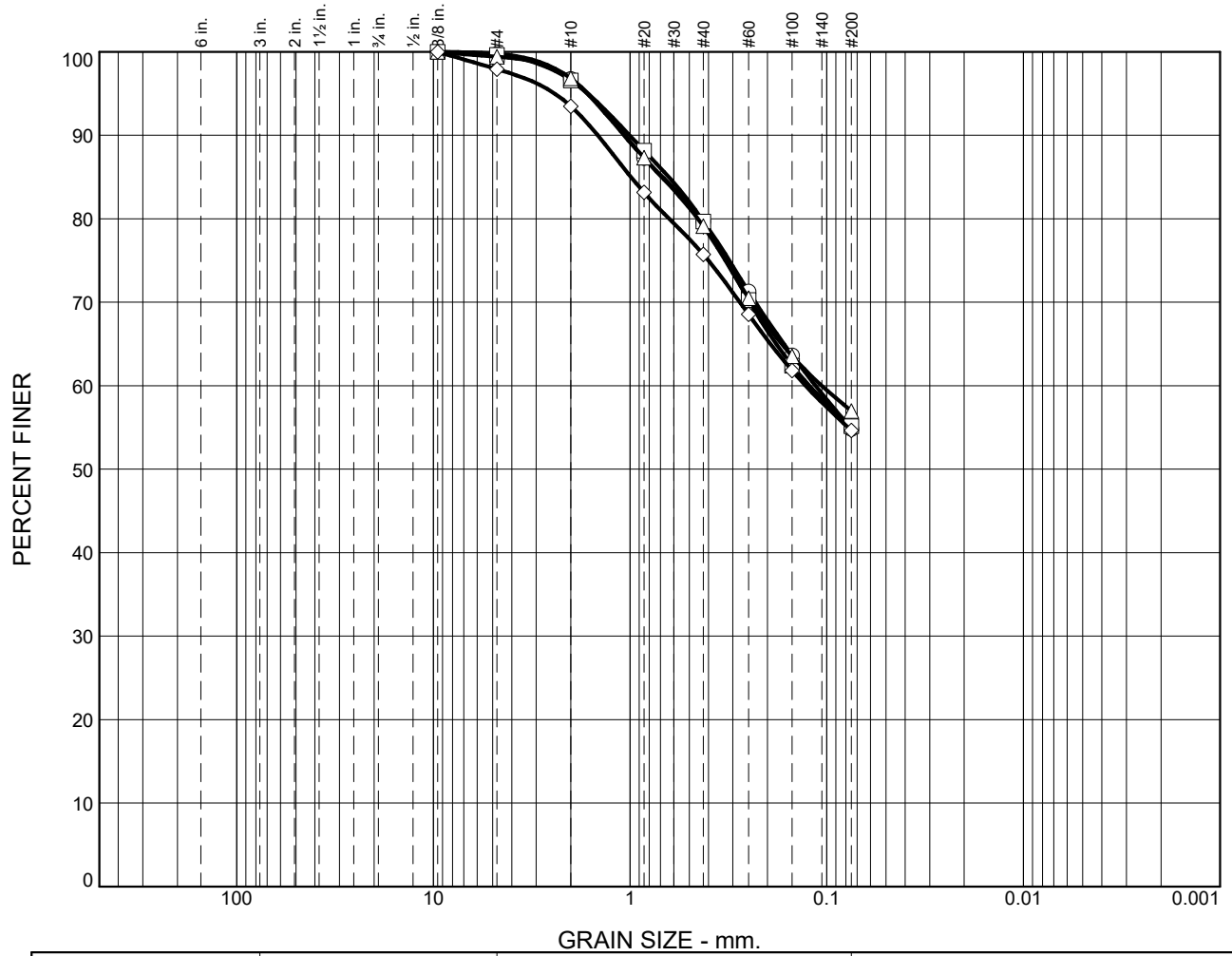
Date Drilled: 3-21-24	Supervisor: HBC	Notes:
Casing Length: N/A	Ground Elevation:	
Hammer Type: <input type="checkbox"/> Gravity <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Other:		
Water Level:	Drilling Method: HSA	

Elevation (ft.)	Depth (ft.)	MATERIAL DESCRIPTION	Graphic Log	Sample Depth (ft.)	Sample No./Type	1st 6 in.	2nd 6 in.	3rd 6 in.	N Value	STD. PENETRATION TEST DATA (blows/foot)									
										10	20	30	40	60	80				
		3.5' Gravel																	
	3.5	Stiff Red and Tan Sandy SILT (ML)		3.5	SS-1	13	7	8	15										
	6.0	Landfill Debris		6.0	SS-2	17	5	3	8										
	8.0	Boring Terminated @ 8.0 Feet																	

LEGEND

SAMPLER TYPE SS - Split Spoon ST - Shelby Tube AWG - Rock Core, 1-1/8"	NQ - Rock Core, 1-7/8" CU - Cuttings CT - Continuous Tube	DRILLING METHOD HSA - Hollow Stem Auger CFA - Continuous Flight Augers DC - Driving Casing RW - Rotary Wash RC - Rock Core
--	---	--

Particle Size Distribution Report



	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	0.2	3.1	17.0	24.9	54.8	
□	0.0	0.0	0.4	3.0	16.9	24.5	55.2	
△	0.0	0.0	0.6	2.6	17.7	22.1	57.0	
◇	0.0	0.0	2.1	4.4	17.8	21.1	54.6	

SOIL DATA					
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	Material Description	USCS
○	B-1	SS-1	3.5	Sandy SILT	ML
□	B-2	SS-3	6.0	Sandy SILT	ML
△	B-2	SS-4	8.5	Sandy SILT	ML
◇	B-3	SS-1	2.5	Sandy SILT	ML

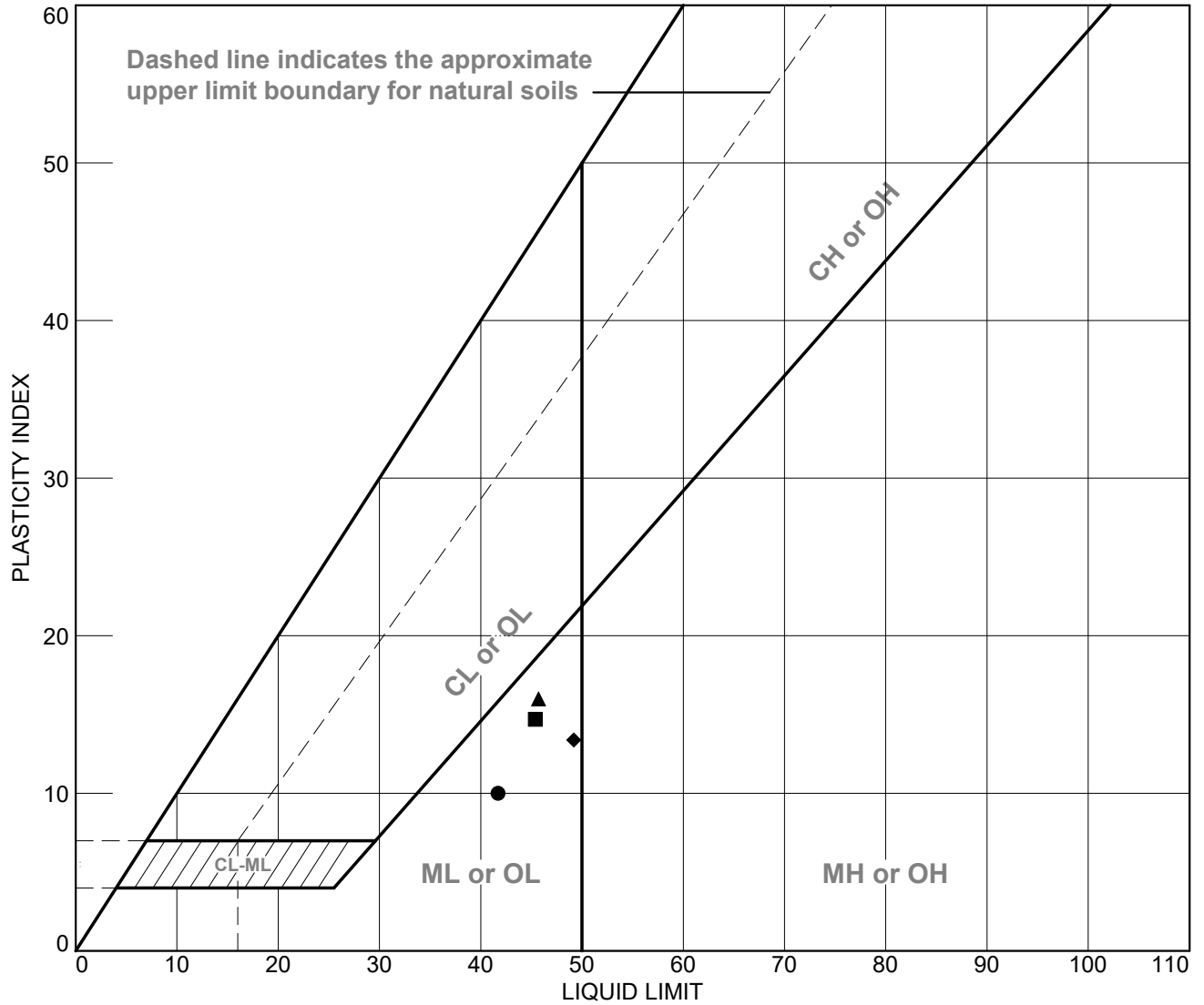
**JOEL E. WOOD
&
ASSOCIATES, L.L.C.**

Client: Campco Engineering
Project: York Recycling Center
 Rolloff Container Slab
 York, South Carolina
Project No.: 240324

Figure GS-1

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested.

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-1	SS-1	3.5		31.7	41.7	10.0	ML
■	B-2	SS-3	6.0		30.7	45.4	14.7	ML
▲	B-2	SS-4	8.5		29.7	45.7	16.0	ML
◆	B-3	SS-1	2.5		35.8	49.2	13.4	ML

**JOEL E. WOOD
&
ASSOCIATES, L.L.C.**

Client: Campco Engineering
Project: York Recycling Center
 Rolloff Container Slab
 York, South Carolina
Project No.: 240324

Figure AL-1

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested.