



## **PROCUREMENT DEPARTMENT**

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**Teria G. Sheffield**  
Procurement Director

**SOLICITATION TYPE:** Invitation for Bid      **DATE:** 3/22/2023

**ID Number:** 2862  
#21334

**Title:** Hwy 274/Hwy 49 Mowing 2023-2024 Project

**Due Date/Time:** April 12, 2023 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

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

**Voluntary Pre-Bid Meeting:** April 4, 2023 at 11:00 a.m.

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

**Point of Contact:** Bryant Cook, Procurement Manager  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Questions Deadline:** No later than April 7, 2023 at 4:00 p.m.

Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Tentative Date of Council Approval:** May 1, 2023

## 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 **Hwy 274/Hwy 49 Mowing 2023-2024 Project #21334**. This project is classified as a vegetation management and safety project, involving handwork, mechanical and chemical treatment. The project scope is to remove volunteer growth in and around bridges, guardrails and areas not accessible by mechanical equipment, in addition to routine mowing and periodic chemical treatments. The project area is the curbs, sidewalks, islands, shoulders and road right-of-way along Hwy 274 (starting at Bethelfields) and along Hwy 49 (from intersection with Hwy 274 to the bridge abutments at the waters of Lake Wylie) on both sides of the road.

1.2. Completion time for the project will be **365** 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. BIDDING DOCUMENTS

3.1. 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.

6.3. 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 OWNER 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](http://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 online through the county website.

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 this section 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 or in the amount of liquidated damages 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 Class 3 Herbicide License.

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](mailto: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:

13.2. Each bid shall be submitted on the Bid Form as furnished.

13.3 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. WITHDRAWAL OF BID

14.1. 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.

#### 15. MODIFICATION OF BIDS

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

#### 16. RECEIPT AND OPENING OF BIDS

16.1. 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.

#### 17. DETERMINATION OF SUCCESSFUL BIDDER

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

## 18. AWARD OF CONTRACT

18.1. 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.

18.2. If a Bidder to whom a Contract is awarded fails to begin work in the defined time 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.

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

18.4. 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.

## 19. EXECUTION OF CONTRACT

19.1. 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 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.

## 20. GENERAL REQUIREMENTS

20.1 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.

## 21. TITLE VI OF CIVIL RIGHTS ACT OF 1964

21.1 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.

## 22. CONFLICT OF INTEREST

22.1 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.

## 23. INDEMNIFICATION AND HOLD HARMLESS

23.1 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.

## 24. DRUG-FREE WORKPLACE

24.1 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.

## 25. APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS

25.1 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.

## 26. CERTIFICATE OF INSURANCE

26.1 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.

## 27. ASSIGNMENT

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

## 28. OWNERSHIP OF MATERIAL

28.1 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.

## 29. PRIME RESPONSIBILITIES

29.1 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.

## 30. SUBCONTRACTING

30.1 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.

## 31. RECORDS RETENTION AND RIGHT TO AUDIT

31.1 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.

## 32. PUBLIC ACCESS TO PROCUREMENT INFORMATION

32.1 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.

### 33. NON-COLLUSION BIDDING CERTIFICATION AND DISQUALIFICATION

33.1 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.

33.2 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.

33.3 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.

33.4 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

33.5 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.

### 34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

34.1 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.

### 35. CERTIFICATION REGARDING IMMIGRATION REFORM AND CONTROL

35.1 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.

### 36. CHAIN OF COMMUNICATION

36.1 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.

### 37. PROHIBITION OF DONATIONS AND GRATUITIES

37.1 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.

### 38. YORK COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS AND TO WAIVE ANY AND ALL TECHNICALITIES

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Project Manual  
For

# 2022-2023 C-Funds Grass Cutting Bid

March 8, 2023

**County Management**

David Hudspeth, 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: A. Watts Huckabee  
District 7: Debi Cloninger

**York County Engineering Reference No: 21334-004 - C-Funds Grass Cutting Bid**

**Prepared by**

York County Engineering Department  
P.O. Box 148  
6 South Congress Street  
York, South Carolina 29745  
803-684-8571

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# ROADSIDE VEGETATION MANAGEMENT

## PART 1- GENERAL

### RELATED DOCUMENTS

General provisions of Contract, including How to Develop and Implement An Integrated Roadside Vegetation Management Program, National Roadside Vegetation Management Association, IRVM Task Force, p. 1, March 1997), apply to this Section.

### SUMMARY

This Section is a decision-making and quality management process for maintaining roadside vegetation that integrates the needs of local communities, knowledge of plant ecology (and natural processes) and design, construction, and maintenance considerations. It also integrates monitoring and evaluation procedures, government statutes and regulations, and technology with cultural, biological, mechanical, and chemical pest control methods to economically manage roadsides for safety plus environmental and visual quality. The work is to be in accordance with **York County Vegetation Management Standards** and the **SCDOT Standard Specifications for Vegetation Management**.

### QUALITY ASSURANCE

Project scope/work area, will be primarily the sidewalks and shoulders along Hwy 274 from Bethel Fields to the intersection of Hwy 557 and Hwy 49, and along Hwy 49 from Hwy 557 and Hwy 274 intersection to Buster Boyd Bridge. Both sides.

- South Carolina Department of Transportation (SCDOT) "Vegetation Management Guidelines"
- SCDOT "Manual on Uniform Traffic control Devices for Streets and Highways"

### SUBMITTALS

General: Submit the following in accordance with the bid package requirements and the York County Procurement and Contracting Requirements.

Provide a summary of work schedules, techniques, machinery and equipment.

### SITE PROCEDURES

**Hand Trimming**: Hand trimming may be performed January 1 through December 31. Hand trimming is a type of mowing that includes mowing of vegetation by use of hand tools and small machines such as line trimmers and push mowers around hard-to-get places such as guardrail, signs, and concrete structures.

**Routine Mowing**: Routine Mowing, during the identified growing season, will be performed April through November, unless otherwise directed by York County or the SCDOT. Our intent is to have two (2) mowings during the months of April through November and one (1) mowing during the months of December through March, resulting in twenty (20) mowings.

**Hwy. 274 & Hwy. 49**: Routes should have sufficient clear zones free of obstructions to allow for vehicles that may leave the travel way to recover. Mow shoulders on routes as shown in TYPICAL I – ROUTINE MOWING (Primary / Secondary Shoulders): (A) Mow shoulders from edge of pavement including the front slope of the ditch to the bottom of the ditch where the cross-section will permit. (B) If the slope is steep, mow to the steep slope and mow one swath of the mower or a minimum of five feet on the steep slope. The entire median of both routes shall be mowed from the edge of the pavement, where

applicable, unless a steep slope occurs. If the slope is steep, begin mowing at the edge of pavement and continue mowing to the steep slope and one swath of the mower or not less than a minimum of five feet on the steep slope.

**Signs and Structures:** Vegetation under and around signs and structures shall be mowed uniform in height to the adjacent mowed vegetation.

**Guardrail:** Vegetation under and around guardrail (including cable rail) shall be mowed uniform in height to the adjacent mowed vegetation. Trapped areas between guardrail or cable rail gores shall be maintained to the routine mowing limits. If no steep slope exists within the routine mowing limit where the guardrail occurs, mowing shall be performed to the routine mowing limit. If a steep slope exists within the routine mowing limit where the guardrail occurs, mow to the steep slope and one swath of the mower or not less than a minimum of five feet on the steep slope.

**Mowing Safety:** Mowing may be performed January 1 through December 31. Safety Mowing is any mowing that is done by machine or hand to increase the visibility around intersections, signs, and structures so as to provide better view of traffic for the driver.

**Herbicides:** When herbicide use is proposed, provide: A complete list of Herbicides, Adjuvants, and/or Blends proposed and anticipated application dates. Include a label and Safety Data Sheet for each product; A copy of a valid South Carolina Class 3 Herbicide Applicator License for each person who will be applying herbicides or supervising application. The applicant shall be responsible for complying with all Federal and State laws, regulations, ordinances, and rules associated with herbicide use including but not limited to packaging, labeling, transporting, application, licensing, and supervision. The applicant shall be responsible for obtaining all necessary permits and licenses associated with herbicide use. The applicant shall assume full liability for all damages to SCDOT property and private property and shall be responsible for the prompt and proper cleanup of spills that occur. No herbicides or pesticides shall be used on bridges, in, or a around water. Bidder must follow all rules and regulations set forth by the South Carolina Department of Natural Resources regarding use Herbicides and Pesticides.

**Tree or Woody Vegetation:** When tree or woody vegetation management is proposed: Tree removal shall be in accordance with **Section 2.5** of the **SCDOT Vegetation Management Guidelines**.

Ditches and drainage areas shall be kept clear of all vegetative debris.

**Traffic Control:** Schedule and conduct Work in a manner which will minimize inconvenience to vehicular and pedestrian traffic. Provide flagmen, barricades, warning signs, warning lights, and other warning means as appropriate. Signing of construction area will comply with the **SCDOT "Manual on Uniform Traffic Control Devices for Streets and Highways"**.

**The County has requested:**

The County has requested that these three points needs to be emphasized in order to maintain the safety and comfort of the targeted pedestrians, motorist, and cyclist.

- The Grass height to be no more than three (3) to five (5) inches in length.
- The mowing frequency to be two (2) times per month during the identified growing season in order to increase and maintain a clean and safe environment for the targeted pedestrians, motorist, and cyclist.
- The debris created from the mowing operation to be cleared, and removed from the adjacent roadway, sidewalks, and right of way to maintain the safety and comfort of the targeted pedestrians, motorist, and cyclist.

END OF SECTION

## BID FORM

### 2022-2023 Mowing Project #21334-004

Submitted: March 8, 2023

York County Government  
6 South Congress Street  
York, SC 29745

Sir or Madam:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Bid of the Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and, through personal knowledge and experience and/or subsurface investigations, has fully satisfied himself in regard to all conditions pertaining to such site and he assumes full responsibility therefore; that he has examined the Drawings and Specifications for the Work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the Work to be done; that he has examined the other Contract Documents and all addenda relating thereto, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with York County Government (OWNER) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to perform all work necessary to complete the Work specified in the Bid and other Contract Documents.

The Bidder further proposes and agrees to commence substantial work on this project within 15 days of a Notice to Proceed and agrees that the Work will be completed and ready for final payment **within 150 days** of the Notice to Proceed.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Agreement and General Conditions, constitute fixed, agreed, and liquidated damages to reimburse the OWNER for additional costs to the OWNER resulting from the Work not being completed within the time limit stated in the Contract Form. The liquidated damages shall be \$600.00 for each consecutive calendar day thereafter.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Indemnity and Payment Bonds, and the required Certificates of Insurance, within ten consecutive calendar days after receipt of Notice of Award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Indemnity and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the Bid Guarantee accompanying his Bid and the money payable thereon shall be paid to the OWNER as liquidation of damages sustained by the OWNER; otherwise, the Bid Guarantee shall be returned to the undersigned after the Contract is signed and the Performance and Indemnity and Payment Bonds are filed.

Acknowledgement is hereby made of the following Addenda received since issuance of the Bid Documents:

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Note:

All work performed by the Contractor as essential to the completion of the intent of the Contract Documents shall be paid in accordance with the Bid Schedule. No direct payment will be made for work performed which is not shown as a separate Bid Item. The undersigned proposes the following unit prices to be utilized on the Work or Extra Work should modifications or variations incorporate these items of work into the Work.

Bid Form

2022-2023Hwy 274- Hwy 49 Mowing Project #21334-004

**Base Bid List**

(The base bid of this bid document shall include all costs to provide each line item described to the roads contained within this bid and as outlined in this bid document).

**Hwy 274-Hwy 49 Mowing Project**

Number	Item	Quantity	Unit Price	Total Cost
1.	Mobilization	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
2.	Traffic Control	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
3.	Mowing	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
4.	Hand Trimming	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
5.	Routine Mowing	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
6.	Vegetation Management (Chemical)	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
7.	Edging	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
8.	Vacuuming (Debris Removal)	1 <u>LS</u>	\$ _____	\$ _____
	Unit Price (in words) _____			
	<b>Base Bid Subtotal</b>		\$ _____	
	<b>Subtotal (use words)</b>	_____		

**Contingency**

(Contingency covers Owner authorized changes in the scope of work.)

Number	Item	Unit Price	Total Cost
1.	Contingency	10% of Base Bid Subtotal	\$ _____
	<b>Contingency Subtotal (in words)</b>	_____	

**TOTAL BASE BID** \$ \_\_\_\_\_  
 (Base Bid Subtotal + Contingency)  
 Total (use words) \_\_\_\_\_

*\*Note: The above quantity totals are estimates, and shall be verified in the field prior to bidding, by bidding contractor.*

**Alternative A (Bi-Annual Clearing)**

(The base bid of this bid document shall include all costs to provide each line item described to the roads contained within this bid and as outlined in this bid document).

Number	Item	Quantity	Unit Price	Total Cost
1.	Bi-Annual Clearing	1 LS	\$ _____	\$ _____
	Unit Price (in words) _____			
	<b>Base Bid Subtotal</b>			\$ _____
	<b>Subtotal (use words)</b> _____			

**Contingency**

(Contingency covers Owner authorized changes in the scope of work.)

Number	Item	Unit Price	Total Cost
1.	Contingency	10% of Base Bid Subtotal	\$ _____
	<b>Contingency Subtotal (in words)</b> _____		

**TOTAL BASE BID** \$ \_\_\_\_\_  
 (Base Bid Subtotal + Contingency)  
 Total (use words) \_\_\_\_\_

*\*Note: The above quantity totals are estimates, and shall be verified in the field prior to bidding, by bidding contractor.*



## 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 \_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: York County Engineering  
P.O. Box 148 – 6 South Congress St.  
York, SC 29745

**PROJECT TITLE: 22-23 Mowing Project #21334-004**

**PROJECT DESCRIPTION:** The work consists of the FY 21/22 SC-274 – SC-49 Mowing Project #21334-004 for two (2) state roads in Lake Wylie. Cutting vegetation, treating and edging the sidewalk, and curb and gutter joints for growth, and removing debris from the sidewalk and adjacent areas. The designated work zone will be from the flow line of curb, the sidewalk and the five (5) foot adjacent area within the SCDOT right-of-way. Mechanically cut and remove all excessive (3” high or more) vegetation in the work area, with special emphasis on the actual sidewalk walking surface. The goal is to increase safety and comfort of the targeted pedestrians and cyclists. The project total estimated length of roadway is 25,853 linear feet, (4.9 miles).

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

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

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 \_\_\_\_\_, 2023.

On behalf of the York County Council  
By: \_\_\_\_\_  
Title: County Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 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 maps and drawings and described in the Specifications entitled:

#### **2022-2023 Mowing Project #21334-004**

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

---

(\$ \_\_\_\_\_).

### 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 ~~XXXXXXXXXXXXXXXXXXXX~~.

### 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. LIQUIDATED DAMAGES

- 5.1. It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the OWNER will retain the amount of *Six Hundred Dollars (\$600.00)* per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for substantial completion or any authorized extension thereof, which sum shall represent the actual damages which the OWNER will have sustained by failure of the CONTRACTOR to complete the work within the specified time. After substantial completion, if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, Contractor shall pay OWNER *Six Hundred Dollars (\$600.00)* per for each calendar day that expires after the date specified for Final Completion and readiness for final payment until the work is complete and ready for final payment. It being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the OWNER in the event of such default by the CONTRACTOR.
- 5.2. For the purposes of this Article, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

6. PARTIAL AND FINAL PAYMENTS

- 6.1. 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:
- 6.1.1. 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 ten percent (10%) 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.
- 6.1.2. 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.

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

7. ADDITIONAL BOND

7.1. 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.

8. CONTRACT DOCUMENTS

8.1. The Contract Documents, as stated in the Instructions to Bidders, including this Project Manual 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



**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 nonowned 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  
6 South Congress Street  
Post Office Box 148  
York, South Carolina 29745

END OF SECTION

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

Contract Change Order

CHANGE ORDER NO: 1

PROJECT: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_

DESCRIPTION OF CHANGE:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contract Amount		Contract Time (Calendar Days)	
Original	_____	Original Duration	_____ Days
Original Contingency	_____		
Previous Contingency Change	\$0.00	Contract Start Date	_____
<input type="checkbox"/> Decrease <input type="checkbox"/> Increase			
This Contingency Change	_____	Previous Change Days	_____ 0 Days
<input type="checkbox"/> Decrease <input type="checkbox"/> Increase			
Previous Contract Changes	\$0.00	This Change Order	_____ Days
<input type="checkbox"/> Deduct <input type="checkbox"/> Add			
This Contract Change	_____		
<input type="checkbox"/> Deduct <input type="checkbox"/> Add			
Revised Contingency	\$0.00		
Revised Contract	\$0.00	Revised Contract Time	0 Days
REVISIED CONTRACT COMPLETION DATE IS		1/0/1900	

	OWNER	CONTRACTOR	CM	ENGINEER/ARCHITECT
PRINT NAME				
SIGNATURE				
COMPANY	York County Engineering			
DATE				

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

Know all men by these presents that the undersigned, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ 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 **2022-2023 Mowing Project #21334-004**  
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: \_\_\_\_\_

## 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, Information 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, Information 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.

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.

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 ensure 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 ensure 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 CONTRACTOR. The CONTRACTOR shall furnish evidence satisfactory to the OWNER that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. 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 two 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, its 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, and watchmen and take all necessary precautions for the protection of the work and the safety of the public.

## 25. PUBLIC CONVENIENCE

25.1. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure 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 ensure 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 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 AND LIQUIDATED DAMAGES

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. Liquid damages will be in the amount of **\$600.00 per day**.

28.2. The CONTRACTOR agrees that said work shall proceed regularly, diligently, and uninterruptedly at such rate of progress as will ensure 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. If said CONTRACTOR shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

28.4. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.

28.5. 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. PROVIDED, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following:

28.5.1. Any preference, priority or allocation order duly issued by the Federal or State Government.

28.5.2. Unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; and

28.5.3. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection 28.5.1. and 28.5.2. of this article:

PROVIDED, FURTHER, that the CONTRACTOR shall, within 10 days from the beginning of such 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 and/or incomplete work, to include partial work not meeting standards.

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

## WORK ZONE TRAFFIC CONTROL

### Purpose

Work Zone Traffic Control is necessary to provide for the reasonably safe and efficient movement of road users through or around work zones while reasonably protecting workers and equipment.

### Guidelines

**All** vegetation management activities performed on SCDOT right-of-way, whether by SCDOT, its agents, or non-SCDOT entities, are required to have appropriate/proper work zone traffic control. A Work Zone Traffic Control Plan must be submitted with all Encroachment Permit Applications and shall be reviewed by the respective District Traffic Engineer. All Work Zone Traffic Control shall be in place daily before any work commences. All Work Zone Traffic Control devices shall be promptly removed daily when work is complete. Work Zone Traffic Control shall comply with the latest editions of:

- Manual on Uniform Traffic Control Devices (MUTCD):[http://mutcd.fhwa.dot.gov/kno\\_2009.htm](http://mutcd.fhwa.dot.gov/kno_2009.htm)
- SCDOT Standard Specifications for Highway Construction: <http://www.scdot.org/doing/constman.shtml>
- Approved Products List for Traffic Control Devices in Work Zones:  
[http://info.scdot.org/Construction\\_D/sitepages/qualifiedProducts3.aspx](http://info.scdot.org/Construction_D/sitepages/qualifiedProducts3.aspx)
- Applicable SCDOT Traffic Control Standard Drawings[http://www.scdot.org/doing/sd\\_disclaimer.aspx](http://www.scdot.org/doing/sd_disclaimer.aspx)
- Engineering Directive No. 32 – Hourly Restrictions for Lane Closures on Interstates and Primary Routes (For areas where dual lines of cable guardrail are in place on the interstate requiring the work be conducted under lane closure:[http://info.scdot.org/Construction\\_D/sitepages/Engineering\\_directives.aspx](http://info.scdot.org/Construction_D/sitepages/Engineering_directives.aspx).)

Work shall be planned and carried out to minimize inconvenience to the traveling public and adjacent landowners. All work zone traffic control devices, except for Category IV devices, shall comply with the requirements of the National Cooperative Highway Research Program Report 350 (NCHRP Report 350). Only traffic control devices listed on the “*Approved Products List For Traffic Control Devices In Work Zones*” are acceptable. This list also includes the implementation dates and any special conditions or restrictions for each device.

All signs mounted on portable sign supports shall have a minimum mounting height of five feet from the ground (i.e., soil surface) to the bottom of the sign.

A standard Slow Moving Vehicle (SMV) emblem shall be mounted on the rear of all slow-moving equipment/vehicles. Equipment/vehicles shall conform to the prevailing OSHA standards. Equipment/vehicles shall adhere to the following **SCDOT Warning Light Standards**:

### Purpose:

1. Allow drivers to perceive the presence of people, vehicles, and/or equipment alongside the roadway without dominating driver attention.
2. Establish uniform lighting configurations that are easily recognized as roadside construction and maintenance activities.
3. Accomplish the above with reliable, maintainable, quality, and cost-effective components and technologies.

### Requirements:

1. All warning lights used during construction and/or maintenance activities shall be SAE Class 1 lighting.
2. Lighting shall provide 360 degree visibility and be clearly visible at distances ranging from no less than 1/3 mile to as much as 1 mile.

3. Lighting flash pattern shall be a quad flash alternating left-right pattern (wig-wag). This pattern introduces an animation effect to the warning lights which helps a driver notice the warning lights earlier than a non-animated flash pattern.

Approved Lighting:

1. Full Length Bar - Federal Signal LPX45DS or equal
2. Mini Bar - Federal Signal 454201HL-02 or equal
3. Beacon - STAR 257H8TAL-A LED or equal.

Additionally,

**For each tractor:** •All manufacturer-installed lights, including headlights, shall be fully operational.  
•A standard slow moving vehicle emblem (SMV) shall be mounted on the rear of the tractor (or on the rear-mounted mowing deck) in such a position that it is clearly visible by vehicles approaching from the rear. The emblem shall not interfere with the visibility of the tractor's lights, including the top-mounted light(s).

**For each rear-mounted mowing deck that extends beyond the width of the rear tractor tires:** •Two flags, a minimum of 24 inches by 24 inches that are red, orange, or fluorescent orange in color are required. Each flag shall be mounted on a rigid staff a minimum three feet in length, in a flexible mount, within six inches of each outer edge of the mowing deck. **EXCEPTION: only in cases where adjacent vegetation (such as brush or limbs) interferes with the integrity of the flag that is mounted on the side opposite from traffic may this flag be temporarily removed. Once the interference is passed, the flag must be re-installed.**

#### **FOR MOWING & BRUSH MANAGEMENT OPERATIONS:**

All mowing & brush management equipment shall be equipped to preclude objects from being ejected.

**For the following MOWING activities: HAND TRIMMING, ODA WINDOW MOWING, ROUTINE MOWING, and SAFETY MOWING:** "MOWING" signs (Standard Sign No.: W21-9A-48) shall be used. These signs shall conform to the specifications stated in **TYPICAL N – SIGN DETAIL: MOWING**. Signs must be moved as necessary to remain within three miles of the operation as depicted in **TYPICAL O – SIGN PLACEMENT: MOWING**. On primary and secondary roadways less than three miles long, signs will be placed at each end of the road. Flagmen, warning signs, barricades, and/or other suitable protective devices shall be placed not less than five hundred feet in each direction from the work site while loading or unloading materials or equipment. The operation should be performed in the same direction as the flow of traffic. Equipment is restricted to traveling on the right hand shoulder of Interstate routes when not actively operating and in no case shall travel be in traffic lanes except to cross the pavement for purposes of operating adjacent to the left shoulder. Turnarounds shall be confined to the existing crossovers or to interchanges. Operations on the Interstate shall be conducted such that equipment does not encroach into the travel-way. If this is not possible, a lane closure with appropriate traffic control may be required. On two-lane primary highways and secondary roads, encroachment on the travel-way shall be held to the minimum possible to satisfactorily accomplish the operation.

**For all BRUSH MANAGEMENT activities:** "BRUSH MANAGEMENT" signs (Standard Sign No.: W21-9.1A-48) shall be used. These signs shall conform to the specifications stated in **TYPICAL P – SIGN DETAIL: BRUSH MANAGEMENT**. Signs must be moved as necessary to remain within three miles of the operation as depicted in **TYPICAL Q – SIGN PLACEMENT: BRUSH MANAGEMENT**. Flagmen, warning signs, barricades, and/or other suitable protective devices shall be placed not less than five hundred feet in each direction from the work site while loading or unloading materials or equipment. The operation should be performed in the same direction as the flow of traffic. Equipment is restricted to traveling on the right hand shoulder of Interstate routes when not actively operating and in no case shall travel be in traffic lanes except to cross the pavement for purposes of operating adjacent to the left shoulder. Turnarounds shall be confined to the existing crossovers or to interchanges. Operations on any

public roadway shall be conducted such that equipment does not encroach into the travel-way. If this is not possible, a lane closure with appropriate traffic control may be required.

# SUMMARY OF THE WORK

## **PART 1 - GENERAL**

### **Related Documents**

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

### **Project/Work Identification:**

General: Project name is the 2022-2023 Mowing Project #21334-004, as shown on Contract Documents prepared by York County Engineering Department.

The Work: The work consists of the FY 22/23 Mowing Project #21334-004 for two (2) state roads in Lake Wylie. Cutting vegetation, edging and chemically treating the sidewalk joints, curb and gutter joints for growth, and removing debris from the sidewalk and the specified adjacent areas. The designated work zone will be from the flow line of the curb, the sidewalk and the five (5) foot adjacent area within the SCDOT right-of-way. Mechanically cut and remove all excessive (3" high or more) vegetation in the work area, with special emphasis on the actual sidewalk walking surface. The goal is to increase safety and comfort of the targeted pedestrians and cyclists. The project total estimated length of roadway is 25,853 linear feet, (4.9 miles).

Alternate A will involve cutting and removal of volunteer vegetation, trees and bushes, behind the guard-rail, in the delineated areas shown on the provided map. The areas are graphically shown on the project maps, the frequency is specified in the bid documents and the vegetation shall be cut to a height not exceeding six (6) inches above adjacent grade.

### **Submittals Quantity**

Where material or equipment submittal data is required, furnish two copies plus the number of approved copies required by the Contractor. Submittals which are not approved by the Engineer will be returned in two copies to the Contractor.

### **Location of Existing Utilities**

The location of existing utilities, as shown on the Construction Drawings, is approximate. The Contractor is to contact all utility companies for exact location of underground utilities. The Engineer is to be contacted if interference exists.

### **Restoration and Surface Stabilization**

Utilize construction methods which will minimize damage to existing improvements and vegetation. Avoid any activity which might result in significant ditch siltation. Accomplish these objectives by restricting construction operations to favorable seasons, constructing temporary siltation impoundments, installing of sediment fence, stockpiling and respreading topsoils and vegetation, grassing, and other effective means.

Promptly restore ground surfaces, vegetation and improvements.

Areas disturbed by the new construction are to be final dressed, seeded, fertilized and mulched as soon as construction is completed. Final payment to CONTRACTOR by the OWNER will not be made until permanent vegetation is established and all temporary erosion and sediment control devices are removed.



### **Accessibility and Maintenance**

For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all property, roads, highways, sidewalks and driveways along the line of Work shall be maintained. Routes normally used by vehicular traffic shall be safely negotiable without slipping, sliding or loss of traction.

Maintenance operations are to be performed on a day to day basis as necessary to provide access at all times. Once construction operations have begun, it shall be the Contractor's responsibility to maintain access until final Project acceptance.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each work day, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the project intended for public use.

Access to fire hydrants shall be maintained by the Contractor throughout the prosecution of the Work. Hydrants shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

The Contractor's ability and intention to maintain access must be demonstrated by his construction schedule, required to be submitted elsewhere in these Contract Documents.

All costs of maintaining access during construction, and before the Project is accepted, shall be considered distributed pro rata among the payment items listed on the Bid Form.

### **Contractor Use of Premises**

General: During the entire construction period the Contractor shall limit his work and storage areas to areas which include the rights-of-way that have been procured.

**PART 2 - PRODUCTS** (Not applicable).

**PART 3 - EXECUTION** (Not applicable).

END OF SECTION

# ALLOWANCES

## **PART 1 – GENERAL**

### **Related Documents**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### **Summary**

This Section includes administrative and procedural requirements governing allowances.

Selected materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order

Types of allowances include the following:

- Lump-sum allowances.
- Unit-cost allowances.
- Contingency allowances.
- Inspection and testing allowances.

### **Submittals**

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

Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

### **Contingency Allowances**

Use the contingency allowance only as directed for the Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

The Contractor's related costs for products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

### **Inspection and Testing Allowances**

Inspection and testing allowances include the cost of engaging the inspection or testing agencies, the actual inspections and tests, and reporting the results.

The allowance does not include incidental labor required to assist the testing agency or costs for retesting upon failure of previous tests and inspections.

Costs of services not required by the Contract Documents are not included in the allowance.

At Project closeout, credit unused amounts remaining in the inspection and testing allowance to Owner by Change Order.

### **Unused Materials**

Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.

When requested by the Owner, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Owner, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the contractor's responsibility.

### **PART 2 – PRODUCTS** (Not Applicable)

### **PART 3 – EXECUTION**

#### **Examination**

Examine products covered by an allowance promptly upon delivery for damage or defects.

#### **Preparation**

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

#### **Schedule of Allowances**

Contingency: Include the sum of 10% of the total base bid for changes to the scope of work authorized by the Owner.

END OF SECTION

# UNIT PRICES

## **PART 1 - GENERAL**

### **Related Documents**

General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### **Summary**

This Section includes administrative and procedural requirements for unit prices.

### **Definitions**

Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

### **Procedures**

Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.

Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

## **PART 2 - PRODUCTS** (Not Applicable)

## **PART 3 - EXECUTION**

### **Base Bid**

## **Roadside Vegetation Management**

### **Mobilization**

Mobilization is paid at the lump sum (LS) price bid, which price and payment is full compensation for organizing and moving all forces, supplies, equipment, and incidentals to each project site, regardless of the number of times such moves are made, and all preconstruction costs incurred after award of the Contract. The price and payment also includes costs for demobilization.

Payment will be full compensation for operations including moving personnel and equipment to the job site; paying bond and insurance premiums; establishing facilities necessary for work on the project; and all other

work or materials necessary to complete the work. Partial payment for this item in no way acts to preclude or limit any of the provisions or partial payment otherwise provided for by the Contract.

### **Traffic Control**

Traffic Control will be measured for payment on the basis of lump sum (LS) cost required to maintain adequate traffic control according to the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor must submit traffic control plan to SCDOT District 4 Office for approval prior to beginning work.

Payment will be full compensation for all materials, labor, and equipment necessary for fabricating, preparing, installing, removing or relocating, maintaining, and repairing or replacing all traffic control items needed to complete the work.

### **Mowing**

This item will be measured for payment on the basis of lump sum (LS) required to complete the work described.

Payment is full compensation for the mowing of the roadside as specified in this contract, and includes all labor, equipment, tools, supplies, transportation, and incidentals necessary to satisfactorily complete the work as specified.

### **Hand Trimming**

This item will be measured for payment on the basis of lump sum (LS) hand trimming the specified roadside required to complete the work described.

Payment for hand trimming will be full compensation for providing all labor, equipment, and materials necessary to trim around all structures including, sidewalks, guardrails, road signs, power poles and guy wires, mailboxes, and around any other foreseen structures, or obstacles along the entire specified area per contract documents.

### **Routine Mowing**

This item will be measured for payment on the basis of lump sum (LS) of routine mowing required to complete the work described.

Payment for routine mowing will be full compensation for providing all labor, equipment, and materials necessary to routinely mow the specified areas per contract documents, in a timely manner, along the entire specified area; ensuring that there are no areas of high standing grass, weeds, or limbs causing sight distance issues, or fall hazards to pedestrians, and to provide a clean neat roadside.

**The above listed items will count as 50% of the pay items for each month.**

**The items listed below will count as the other 50% of the pay items each month but will be broken down into percentages to equal 50% per month for the quarter. These 3 items will need to be done in the first month of each quarter, in order to get paid for the work. A York County Inspector will need to be notified in advance when the work is scheduled to be completed.**

### **Vegetation Management**

This item will be measured for payment on a lump sum (LS) basis to complete the vegetation management of the specified roadway.

Payment for the Vegetation Management shall be full compensation for providing all labor, equipment, and materials necessary for applying an approved herbicide treatment to the entire specified area along the sidewalk of the specified roadway to prevent and control unwanted growth of grass or weeds on sidewalk; and all other material, labor, equipment, supplies, and incidentals necessary to complete the work. **York County specifies that chemical treatment be conducted each quarter, as a Pay Item**

### **Edging**

This item will be measured for payment on a lump sum (LS) basis to complete the sidewalk edging of the specified roadway.

Payment for the Edging shall be full compensation for providing all labor, equipment, and materials necessary for edging the entire area along the sidewalks of the specified roadway; and all other material, labor, equipment, supplies, and incidentals necessary to complete the work.

### **Vacuumping (Clearing Debris)**

This item will be measured for payment on a lump sum (LS) basis to complete the vacuuming, blowing, and clearing of debris caused by mowing and trimming, from the sidewalks and roadway.

Payment for Vacuuming shall be full compensation for providing all labor, equipment, and materials necessary for clearing, blowing, vacuuming the debris caused by mowing and trimming of the roadside, including using a broom tractor to clear the travel lanes in which the debris is in; removing and hauling off the debris material as needed; and all other material, labor, equipment, supplies, and incidentals necessary to complete the work.

## **Alternative Package A**

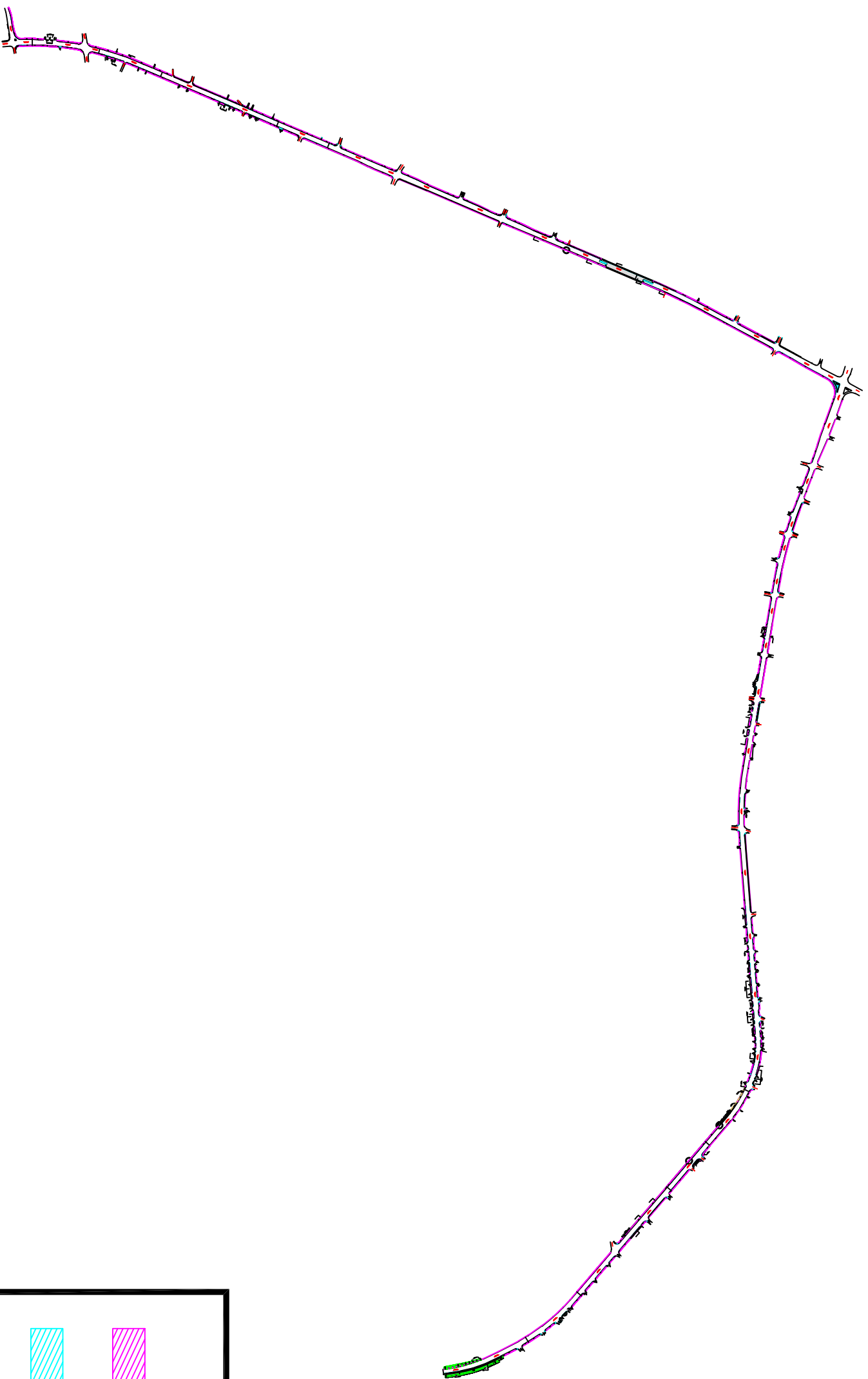
### **Bi-Annual Clearing**

This item will be measured for payment on a lump sum (LS) basis to complete the clearing of the right of way on both the East and West side of the Buster Boyd Bridge. (See attached plan sheet 36)

Payment for Bi-Annual Clearing shall be full compensation for providing all labor, equipment, and materials necessary for clearing the debris by mowing and trimming of the right of way **two (2)** times per contract, including using a broom tractor to clear the travel lanes in which the debris is in; removing and hauling off the debris material as needed; and all other material, labor, equipment, supplies, and incidentals necessary to complete the work.

*The first cut should occur within the first 30 days of the notice to proceed date, and the second cut to occur within the month of October of 2023.*

END OF SECTION



**MAP KEY**

 GRASS CUTTING LIMITS

 EDGING & WEED KILLER

 BIANNUAL CLEARING

DATE: 03-08-23

SCALE: NTS

DRAWN BY: MAP

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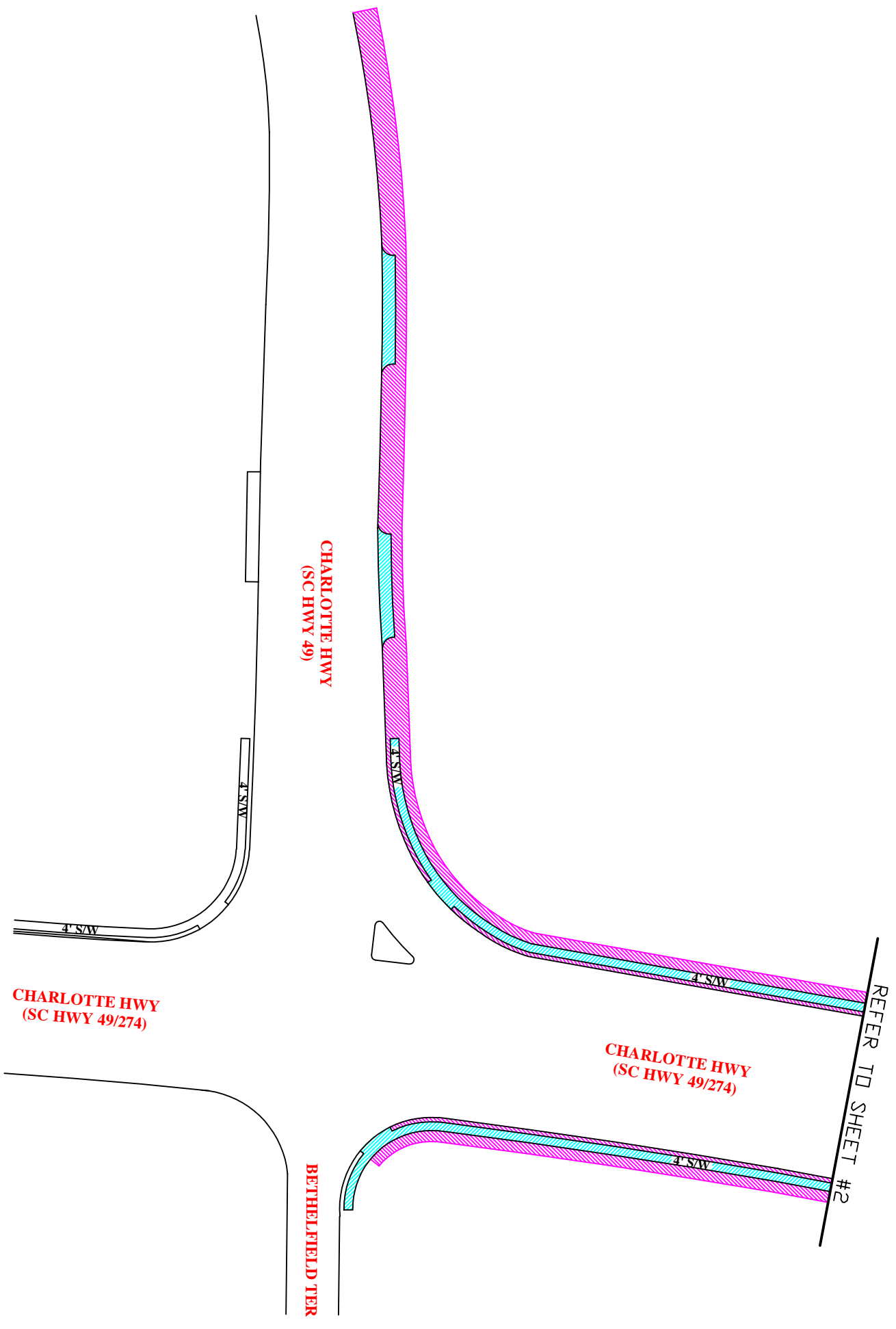
PROJECT NO.:

SHEET NO.: TITLE

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south carolina  
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SC HWY 49  
GRASS CUTTING PROJECT  
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**CHARLOTTE HWY  
SC HWY 49/274**



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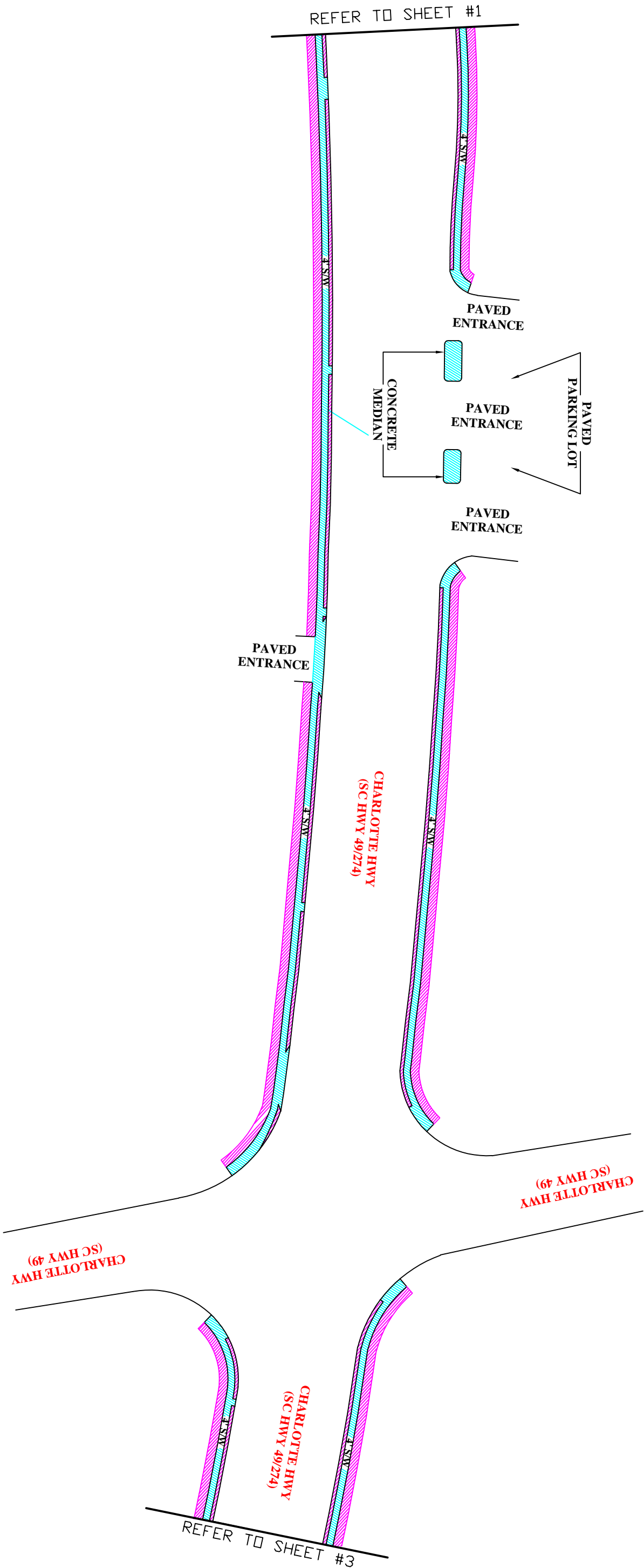
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YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY  
SC HWY 49**

DATE:	03-08-23
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SHEET NO.:	1/36



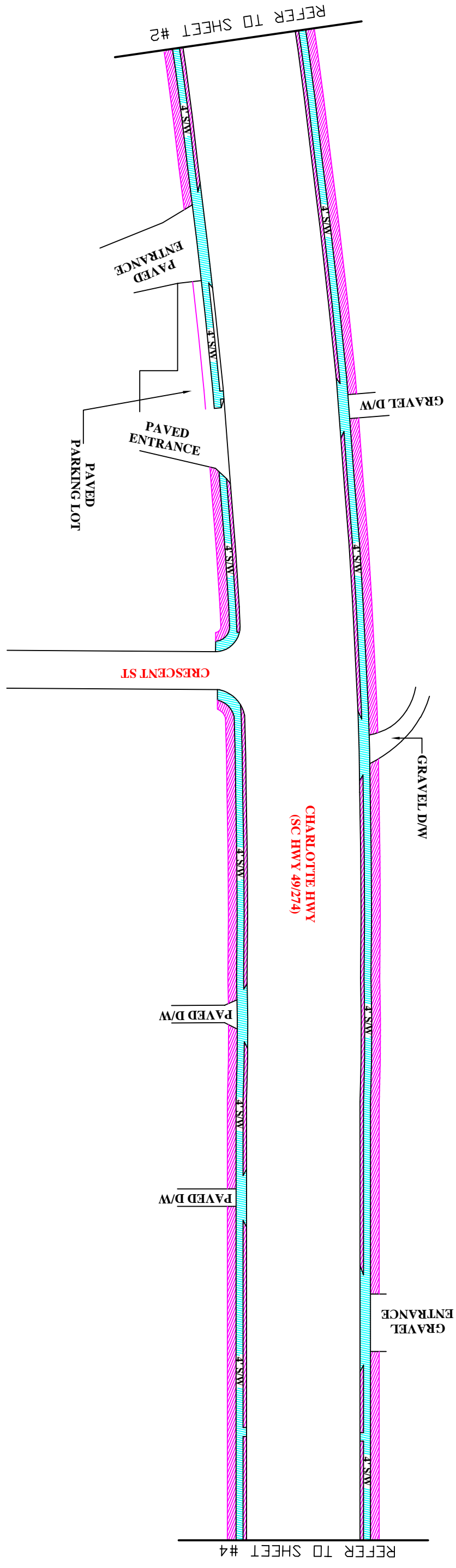


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**SC HWY 49**

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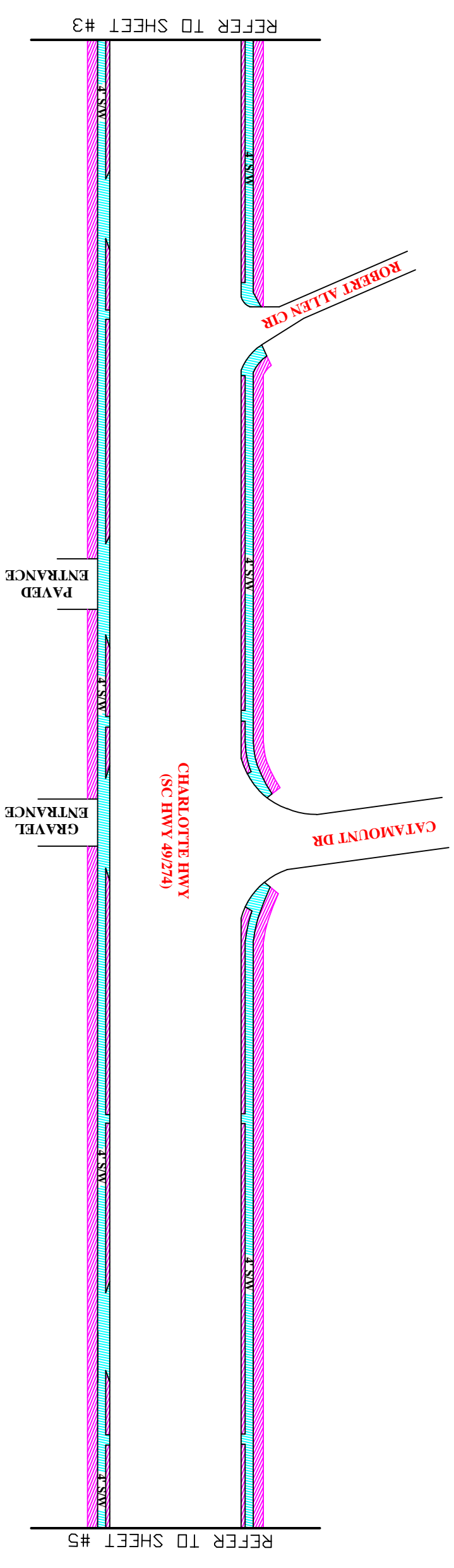


  
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**SC HWY 49**

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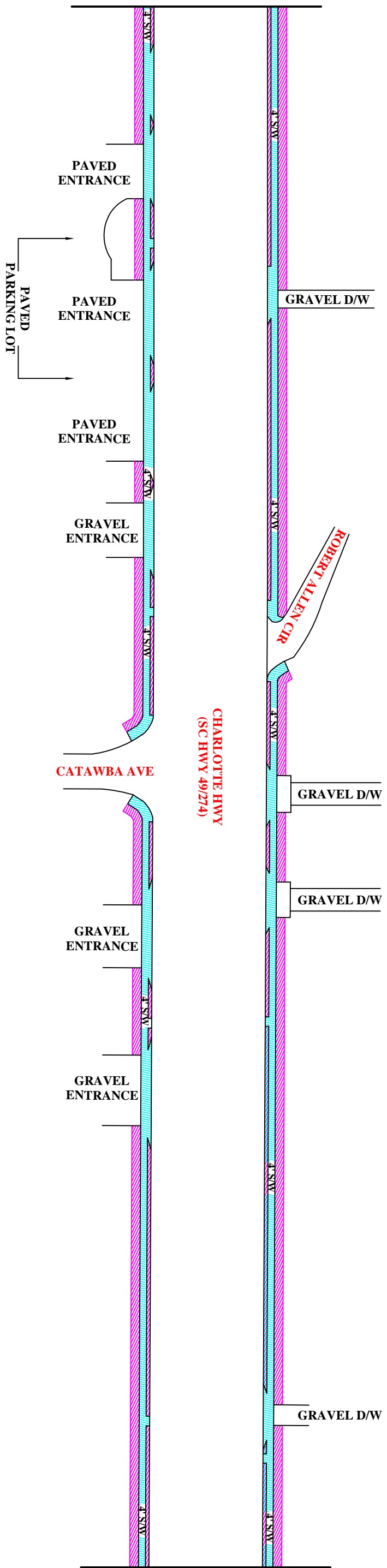
SC HWY 49  
GRASS CUTTING PROJECT  
YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY**  
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REFER TO SHEET #4



REFER TO SHEET #6

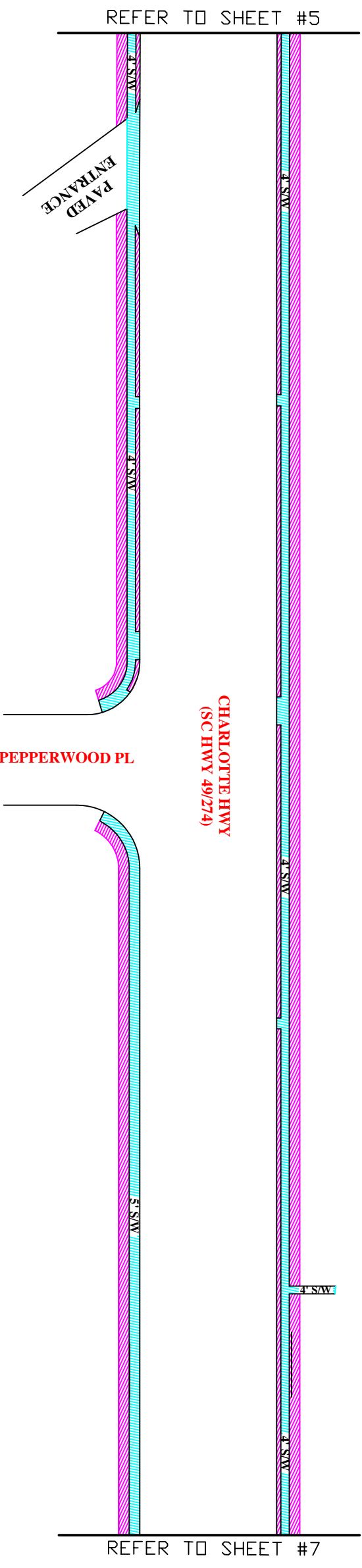
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**SC HWY 49**

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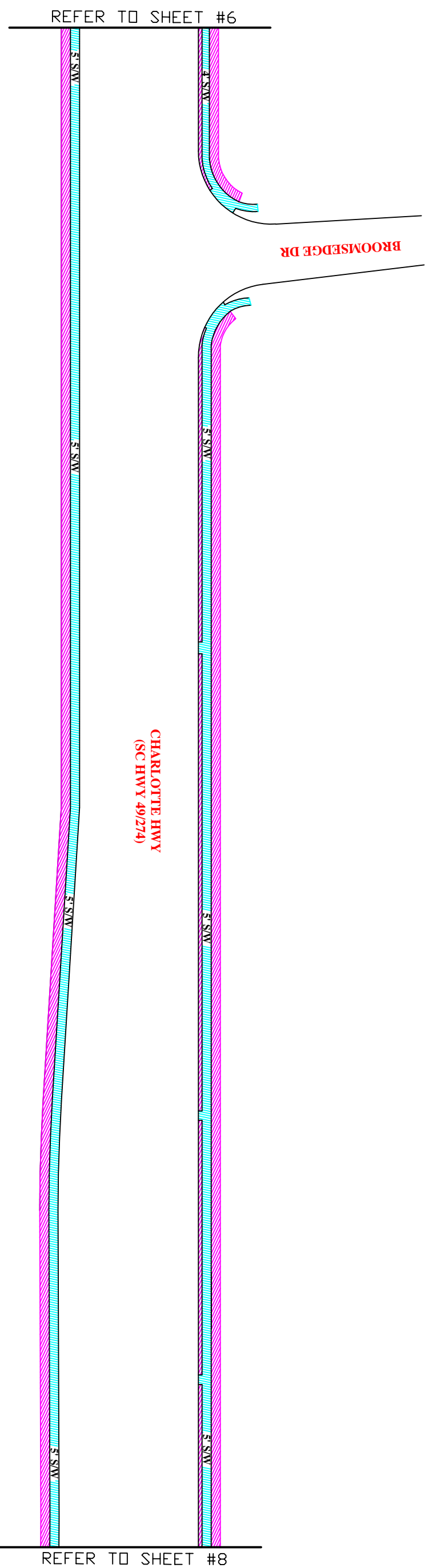


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**SC HWY 49**

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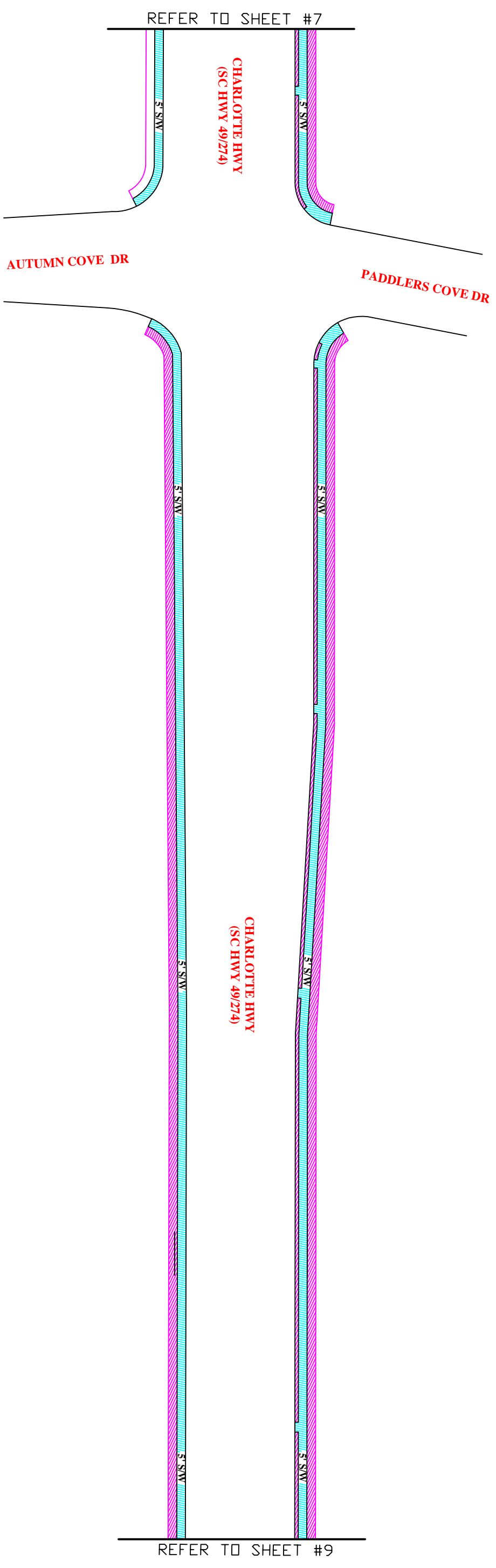
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(SC HWY 49/274)

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YORK COUNTY, SOUTH CAROLINA

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**SC HWY 49**

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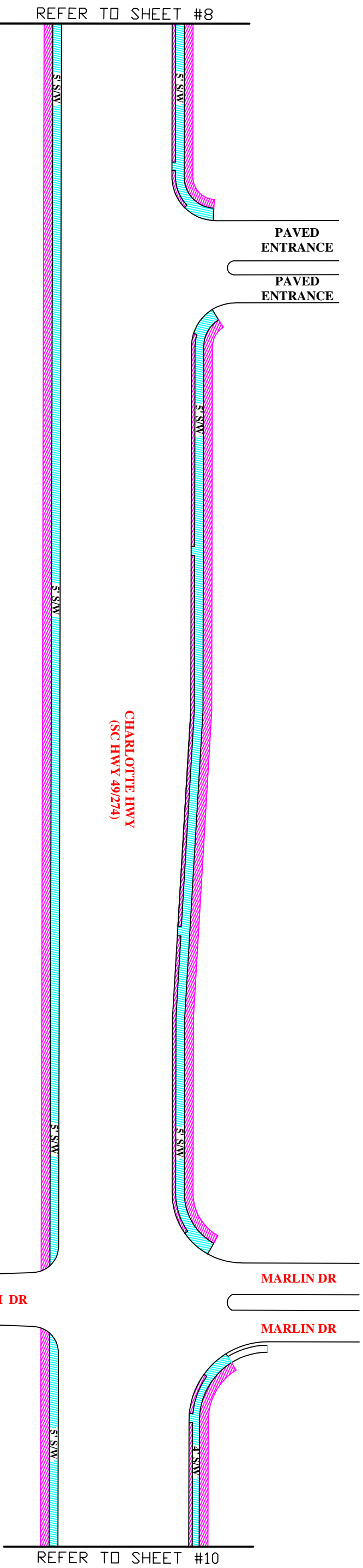
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YORK COUNTY, SOUTH CAROLINA

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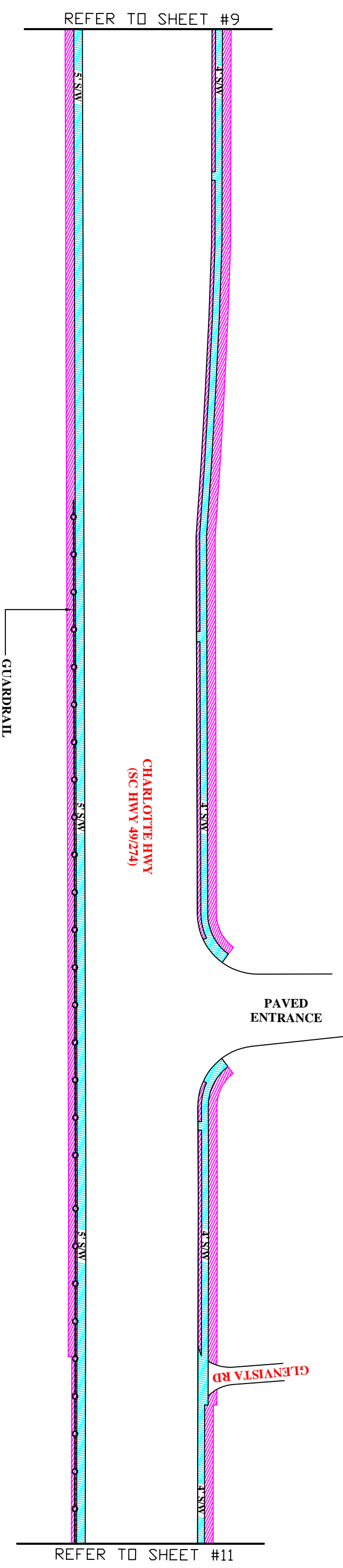
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SC HWY 49  
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**SC HWY 49**

DATE:	03-08-23
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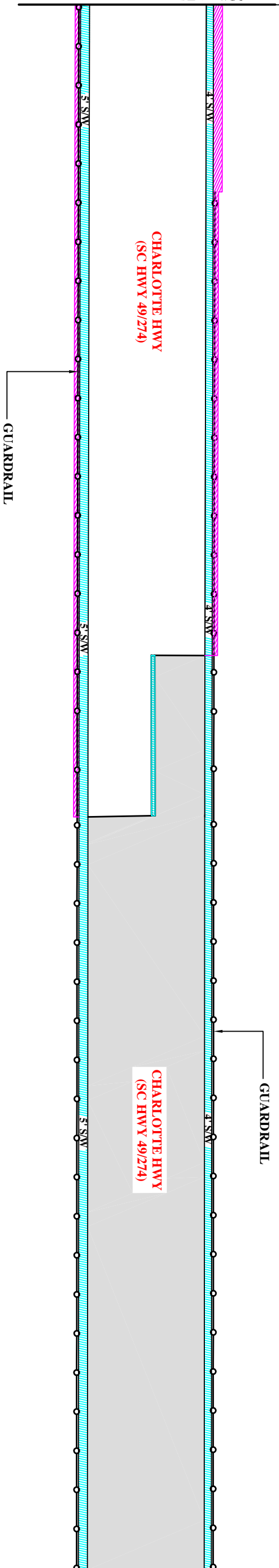
SC HWY 49  
GRASS CUTTING PROJECT  
YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY**  
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REFER TO SHEET #10



CHARLOTTE HWY  
(SC HWY 49/274)

CHARLOTTE HWY  
(SC HWY 49/274)

GUARDRAIL

GUARDRAIL

REFER TO SHEET #12

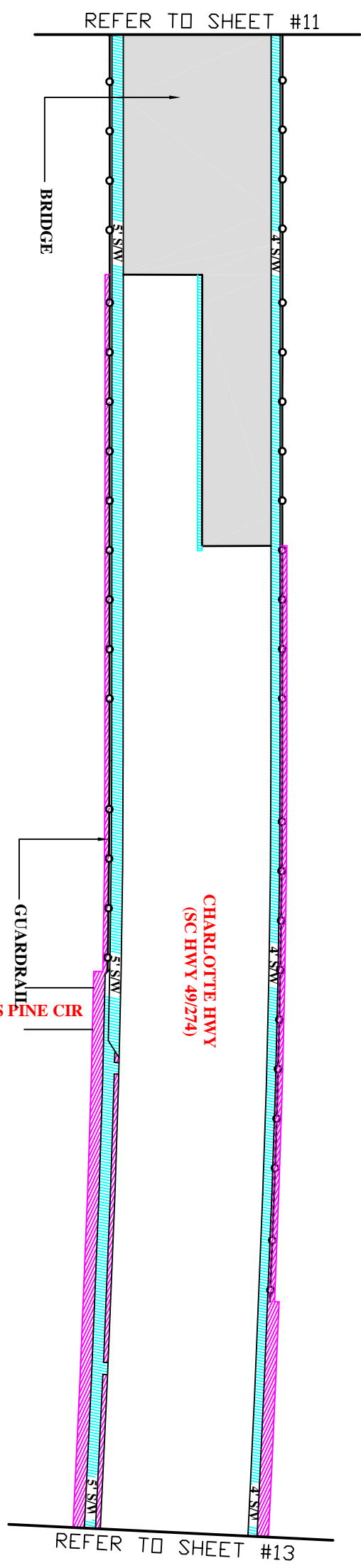


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GRASS CUTTING PROJECT

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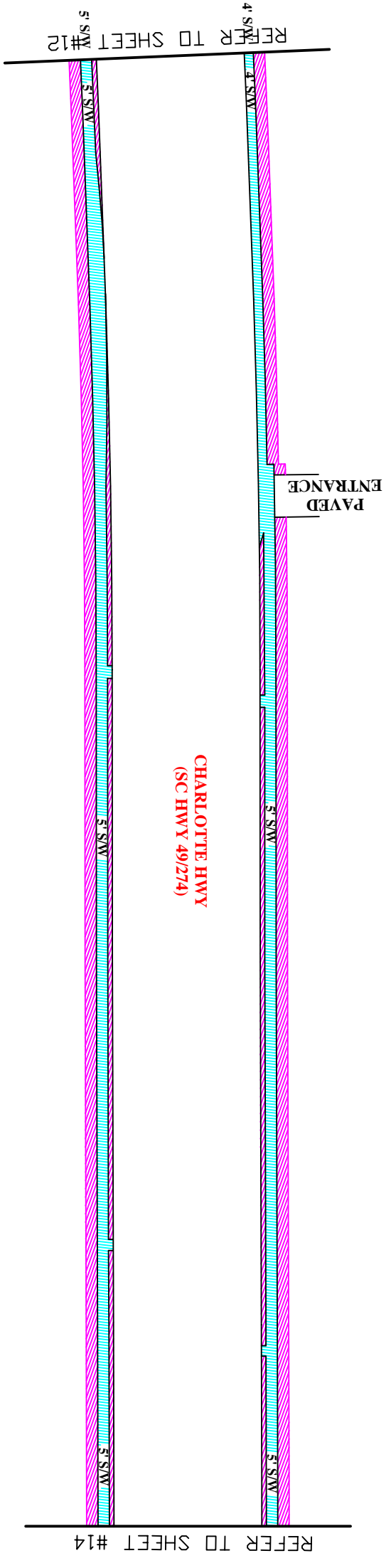


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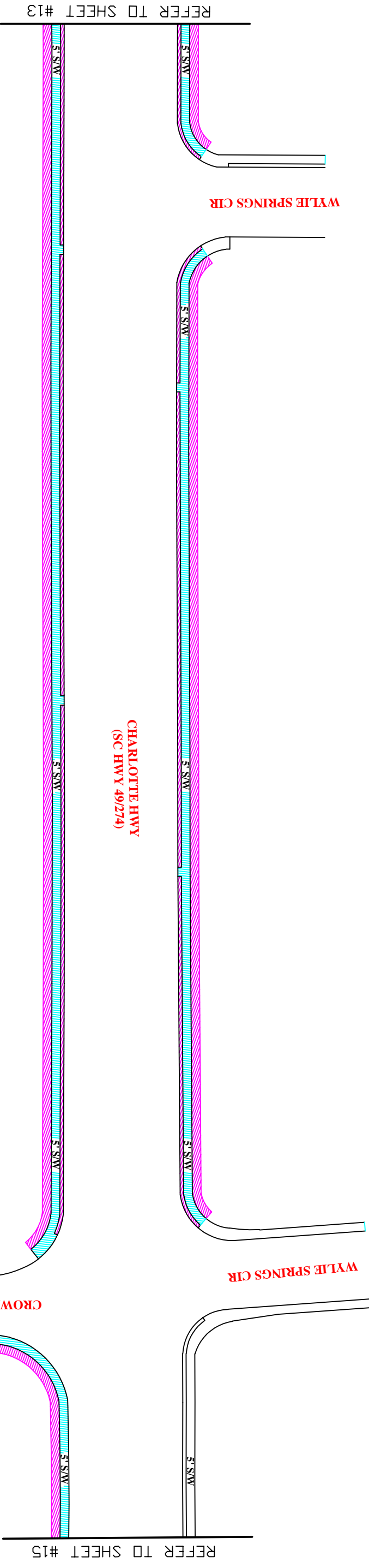
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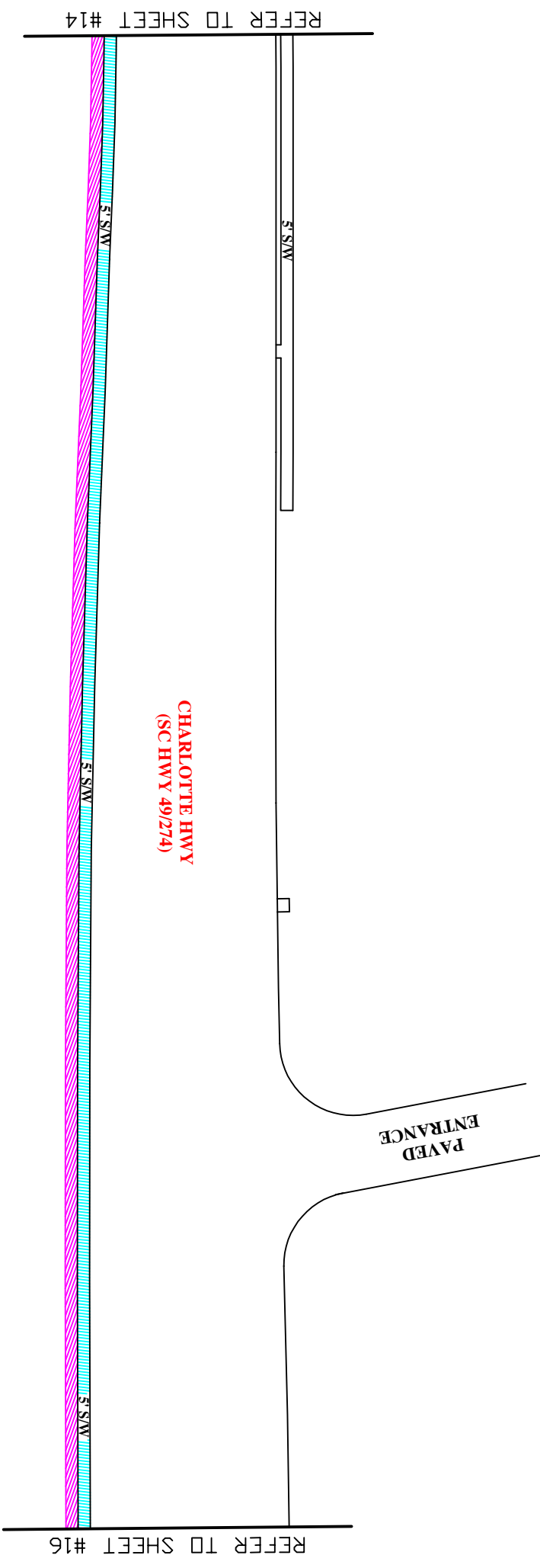


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**SC HWY 49**

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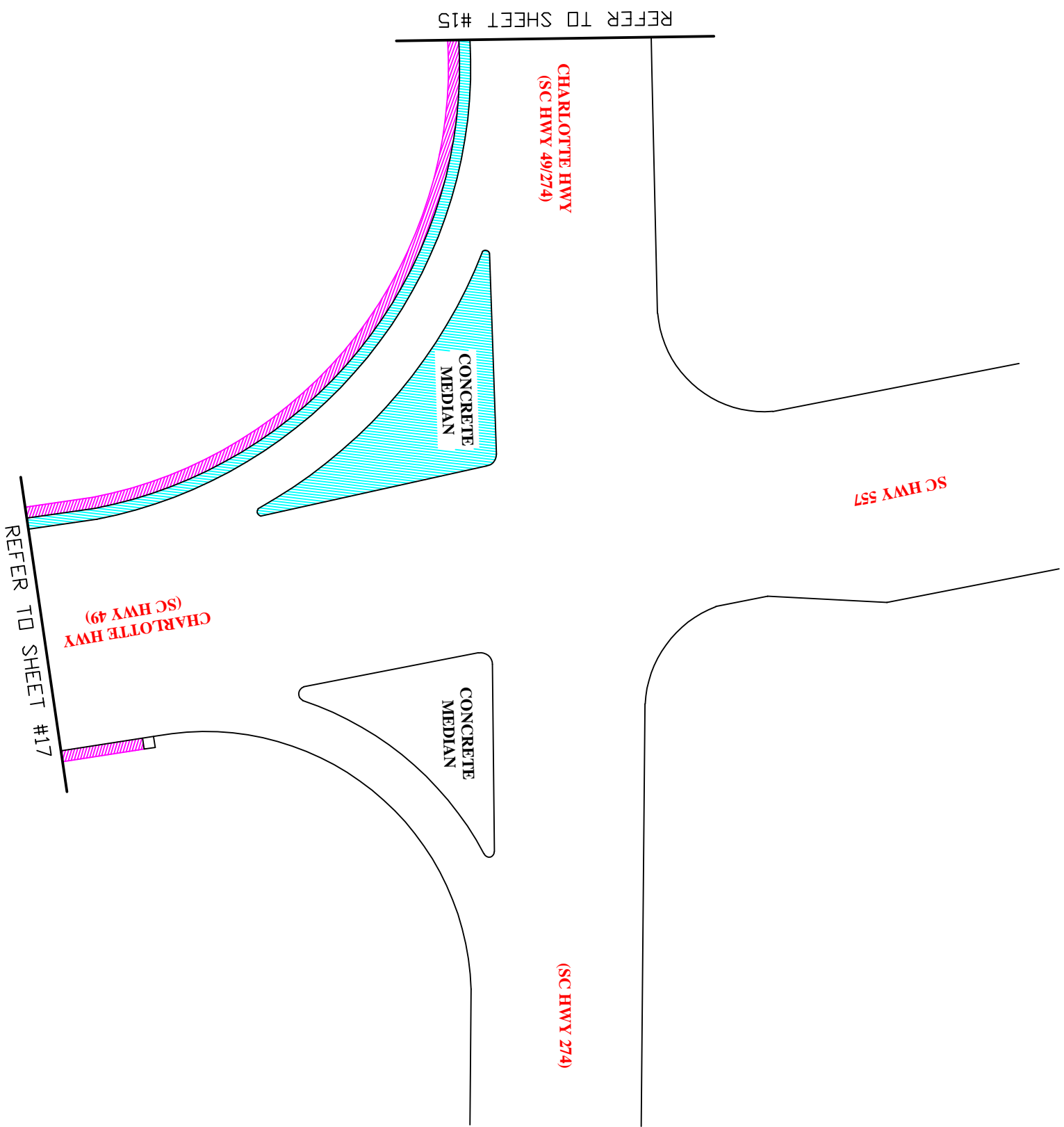


  
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**SC HWY 49**

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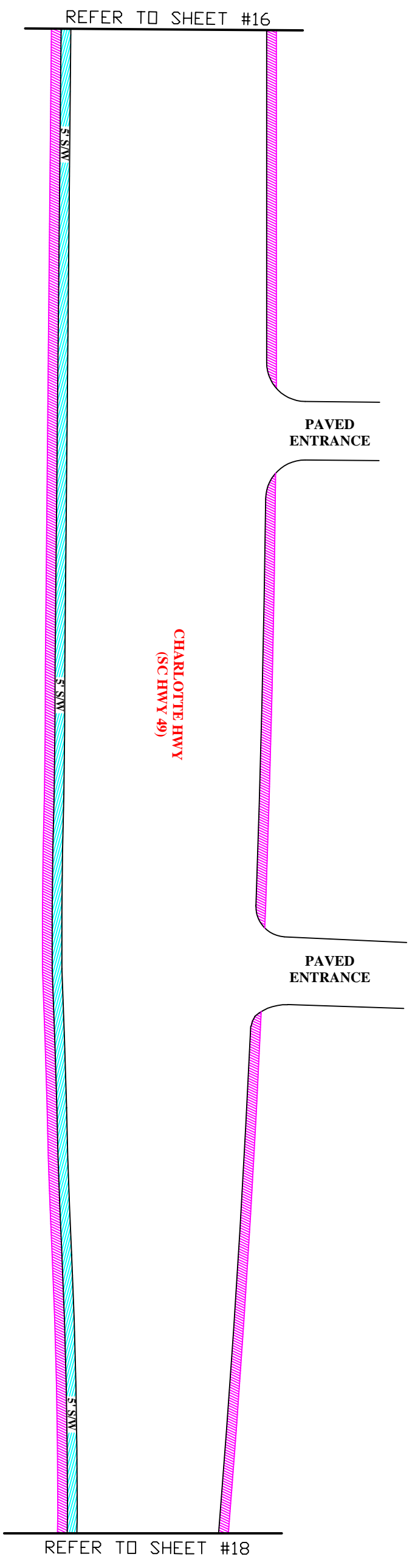


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SC HWY 49  
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**CHARLOTTE HWY  
SC HWY 49**

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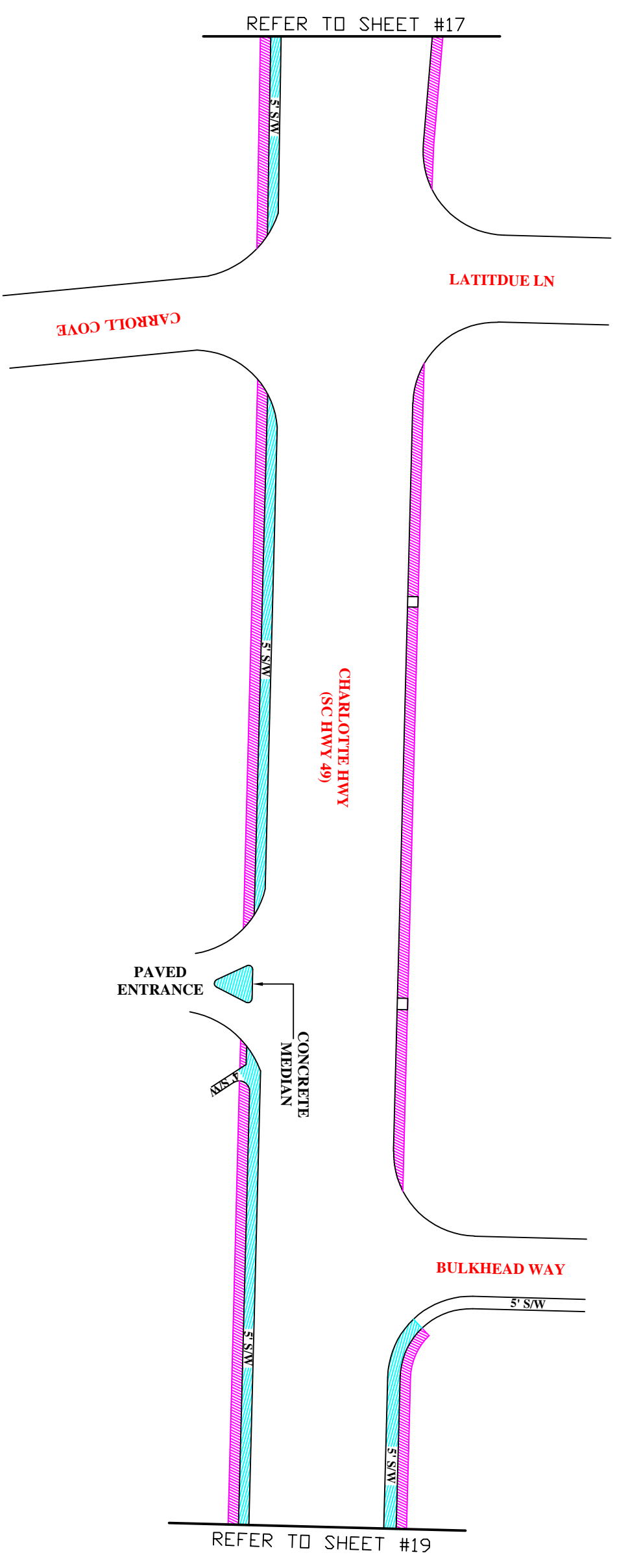
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SC HWY 49**

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PROJECT NO.:	
SHEET NO.:	17/36



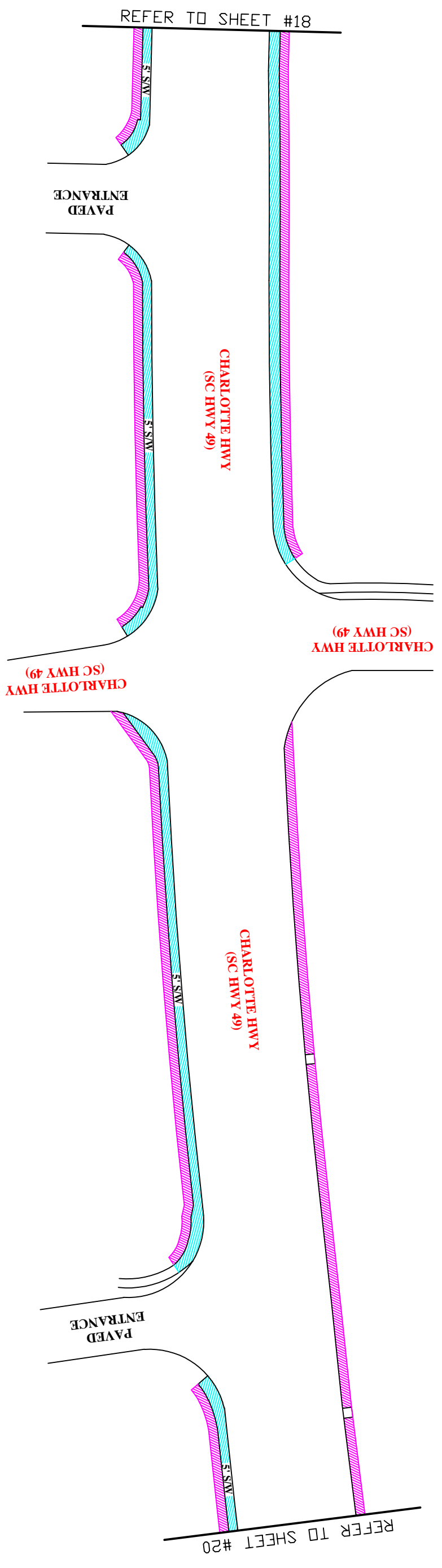
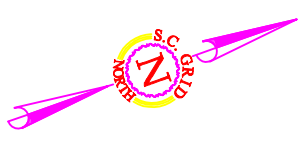


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**SC HWY 49**

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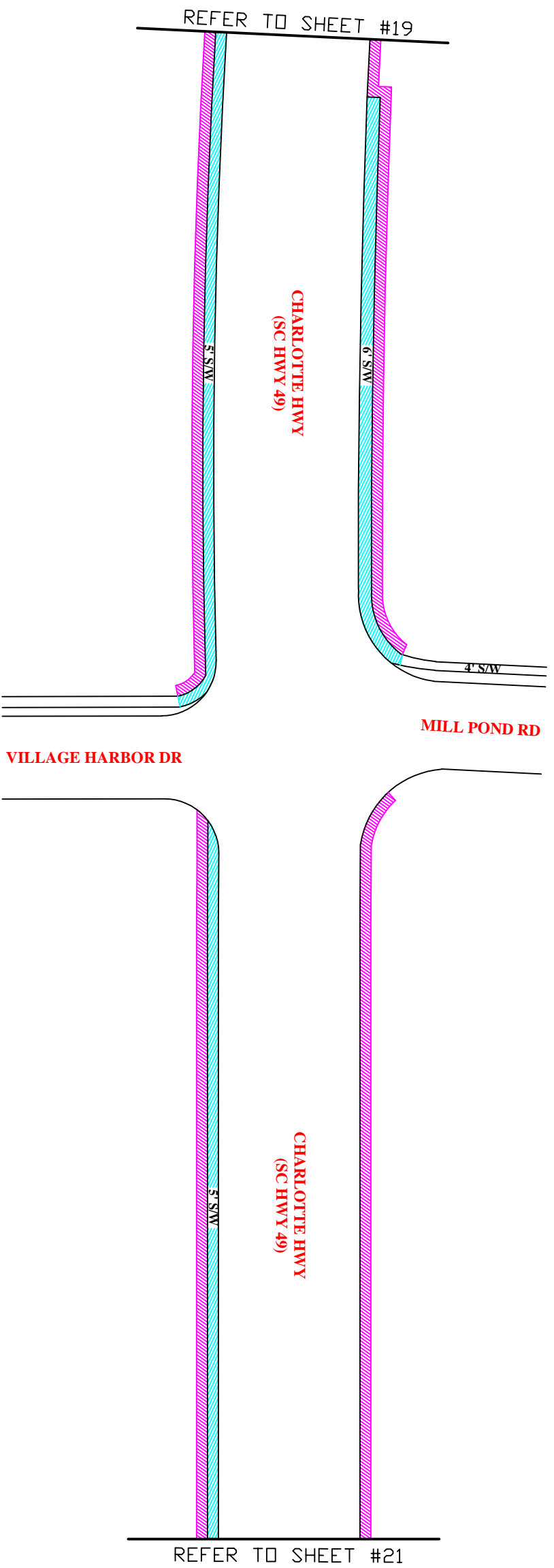


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**CHARLOTTE HWY  
SC HWY 49**

DATE:	03-08-23
SCALE:	1:60
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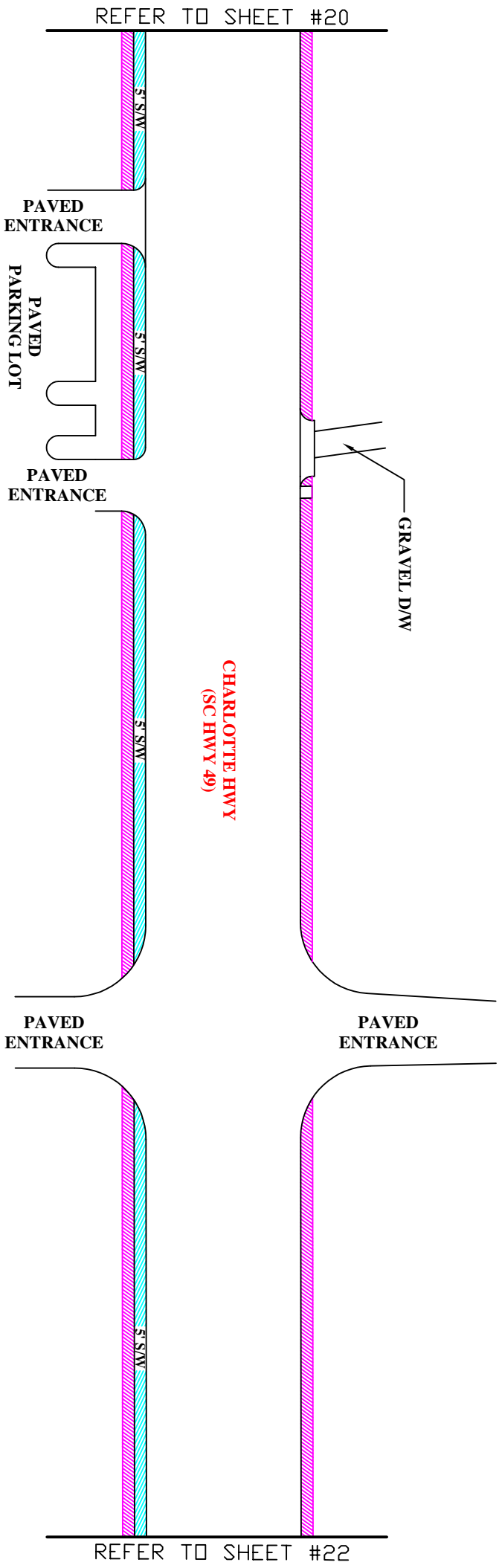


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YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY**  
**SC HWY 49**

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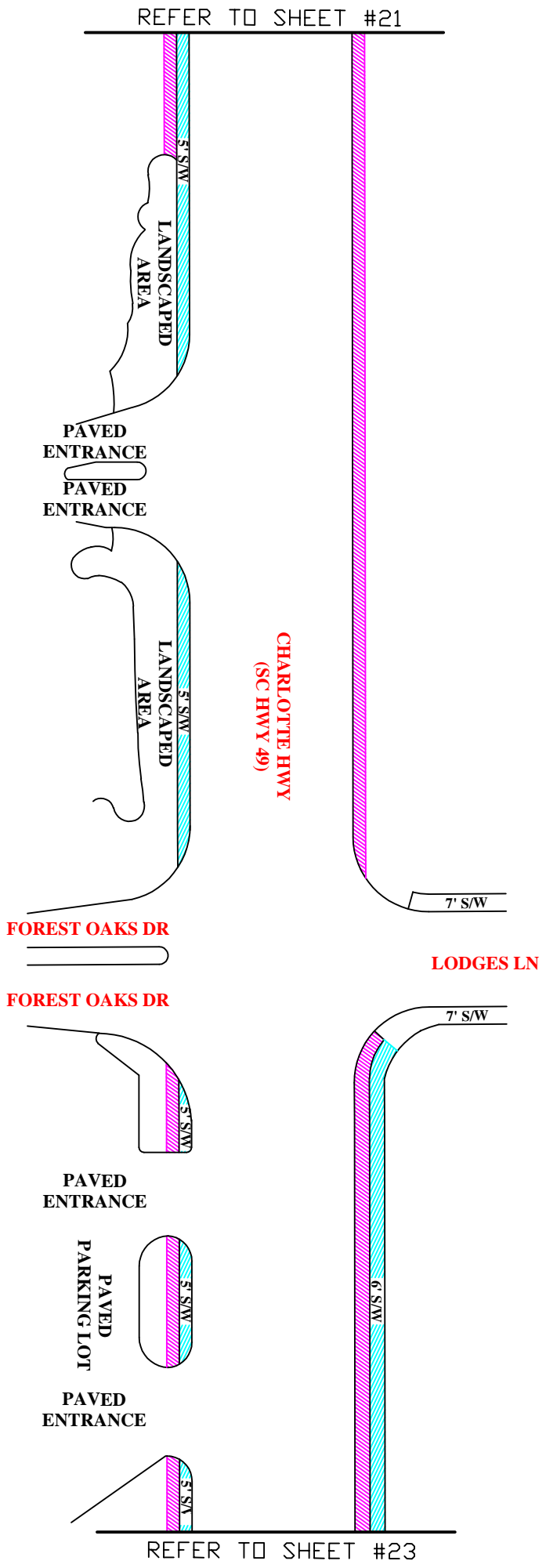
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**CHARLOTTE HWY  
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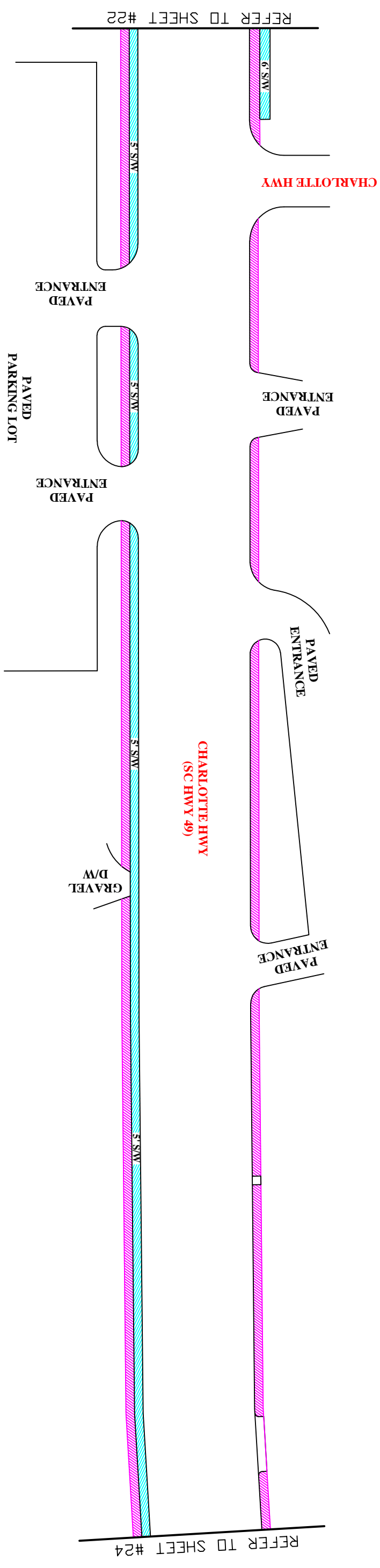


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**CHARLOTTE HWY  
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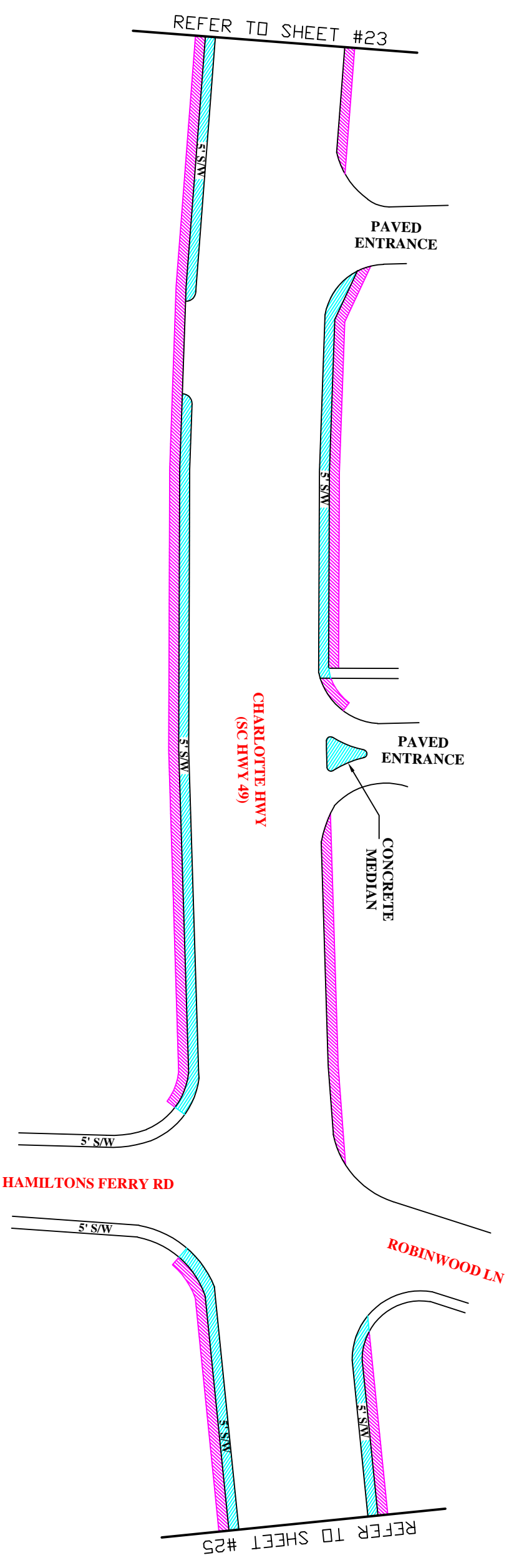


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 YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY  
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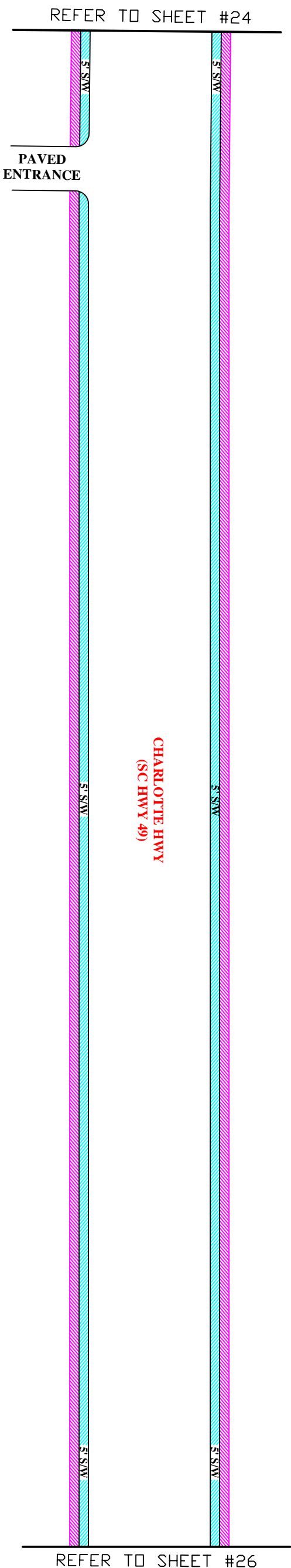


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YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY**  
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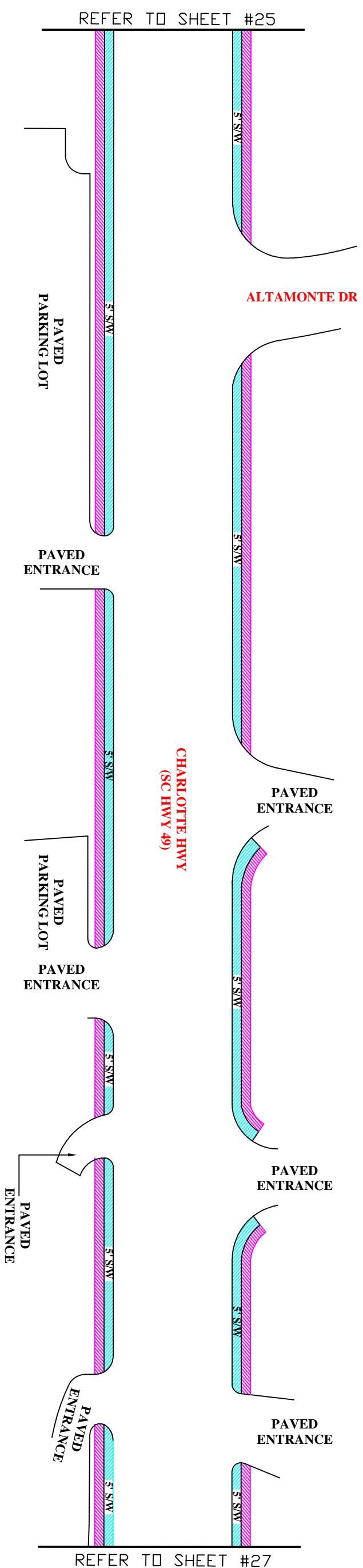
  
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**CHARLOTTE HWY**  
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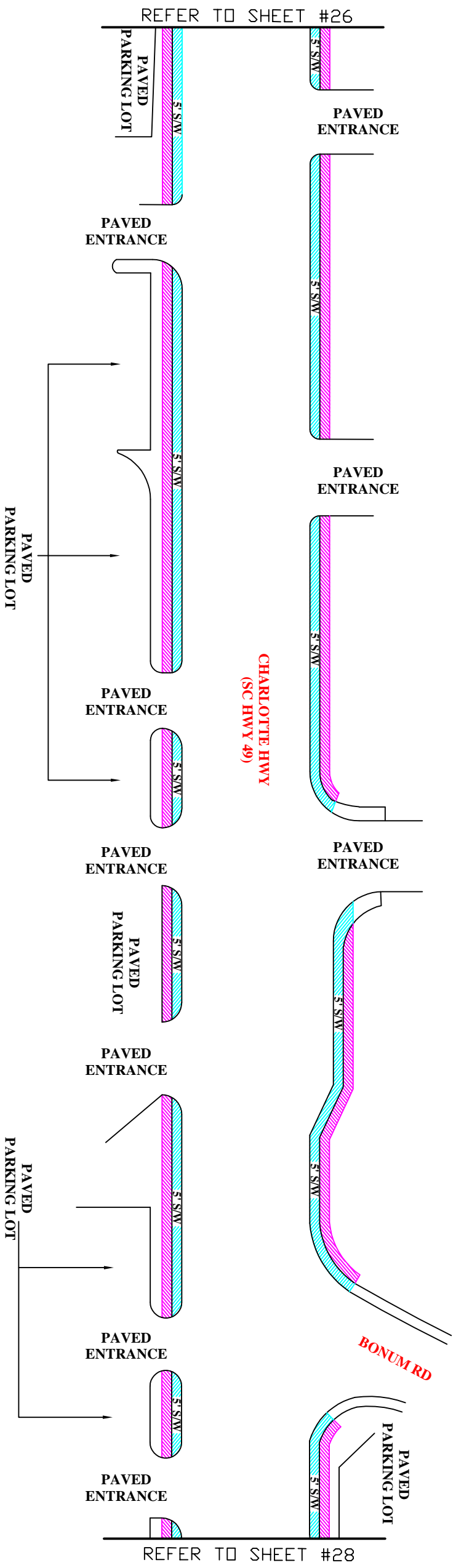


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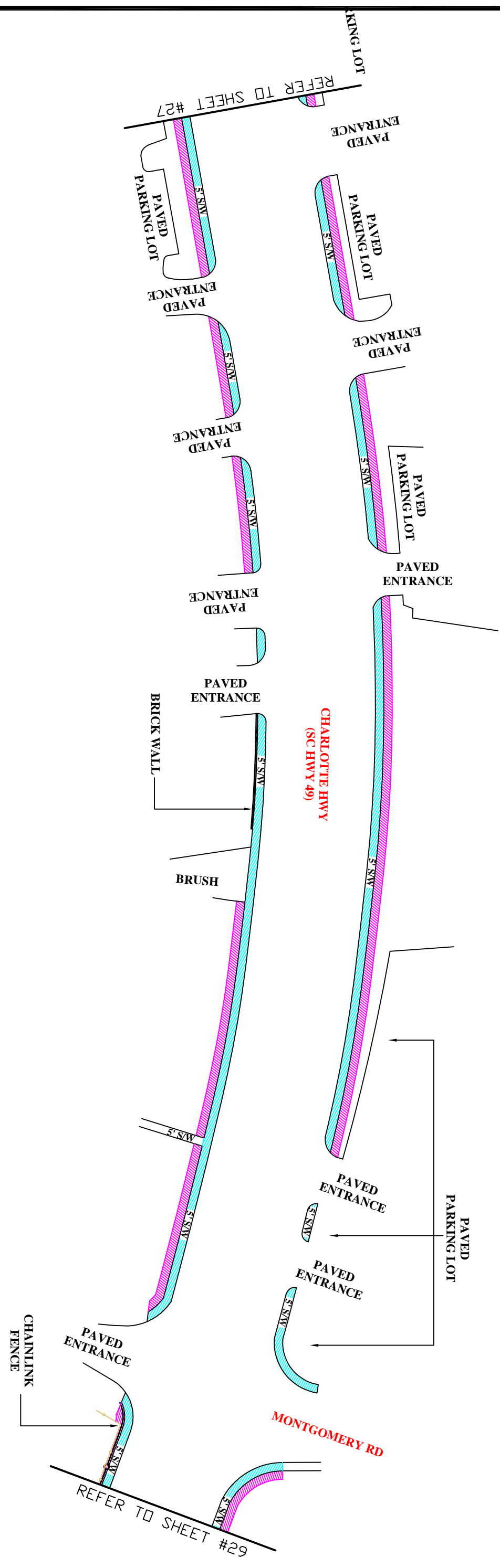


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SC HWY 49  
GRASS CUTTING PROJECT  
YORK COUNTY, SOUTH CAROLINA

**CHARLOTTE HWY**  
**SC HWY 49**

DATE:	03-08-23
SCALE:	1:60
DRAWN BY:	MAP
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SHEET NO.:	27/36



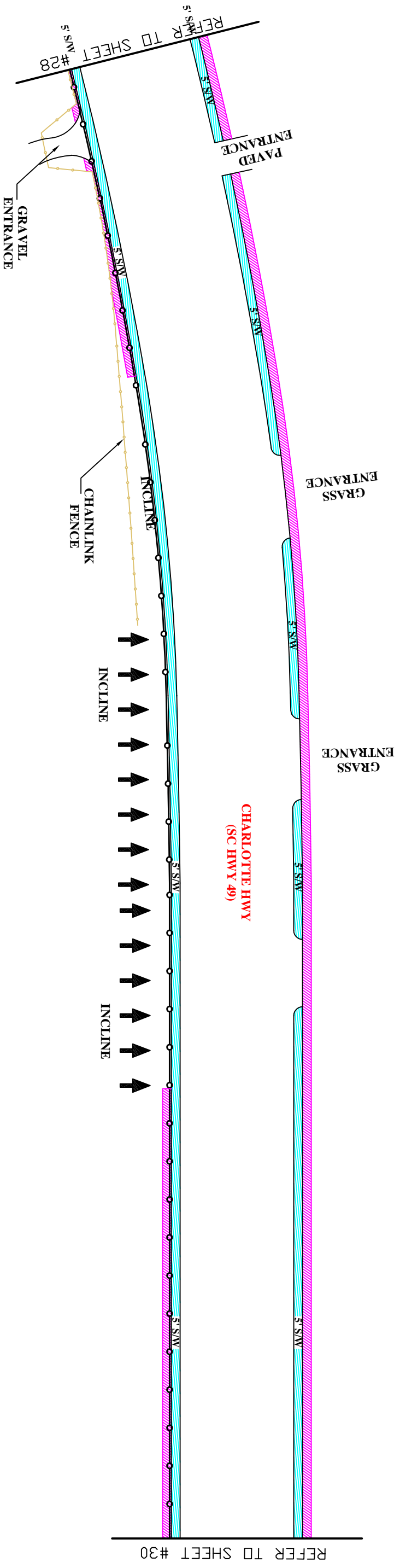
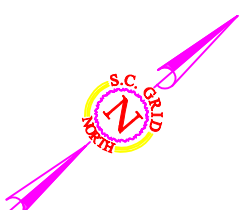
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SHEET NO.:	28/36

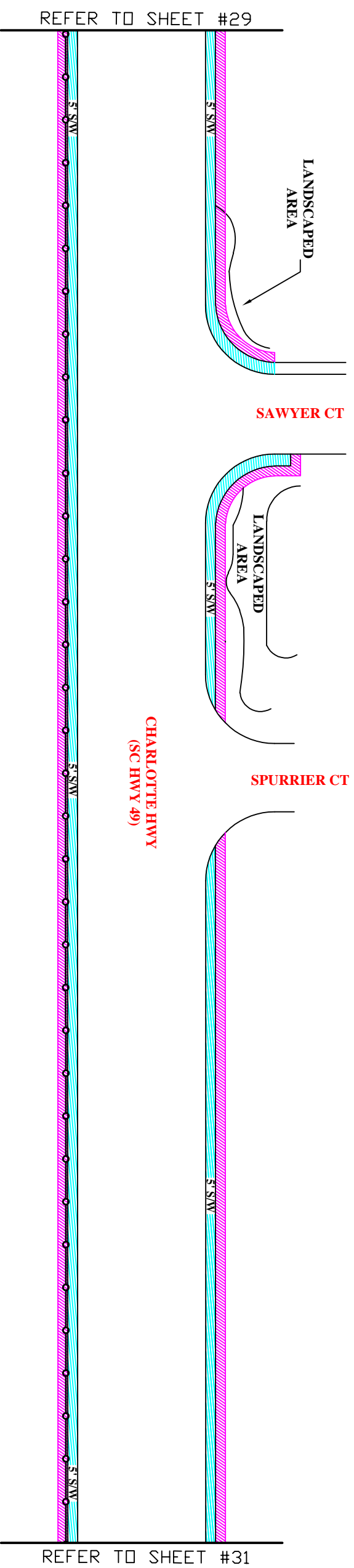
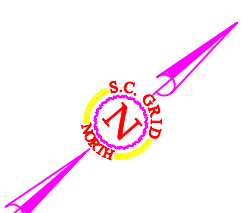


  
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SHEET NO.:	29/36

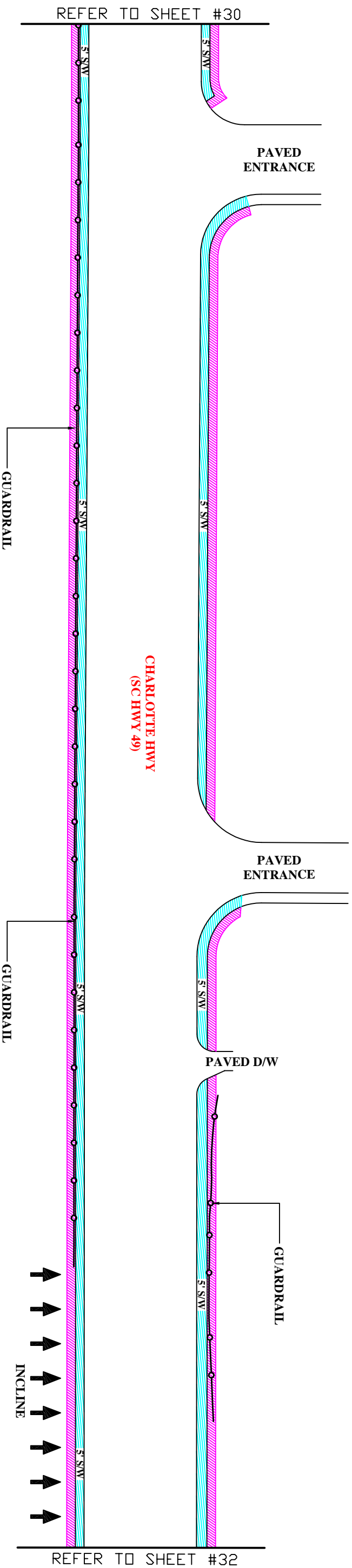
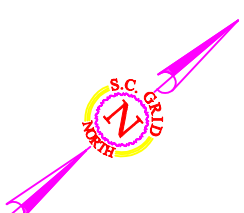


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SC HWY 49  
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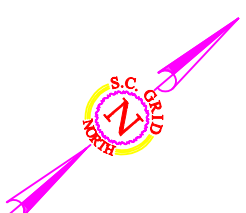


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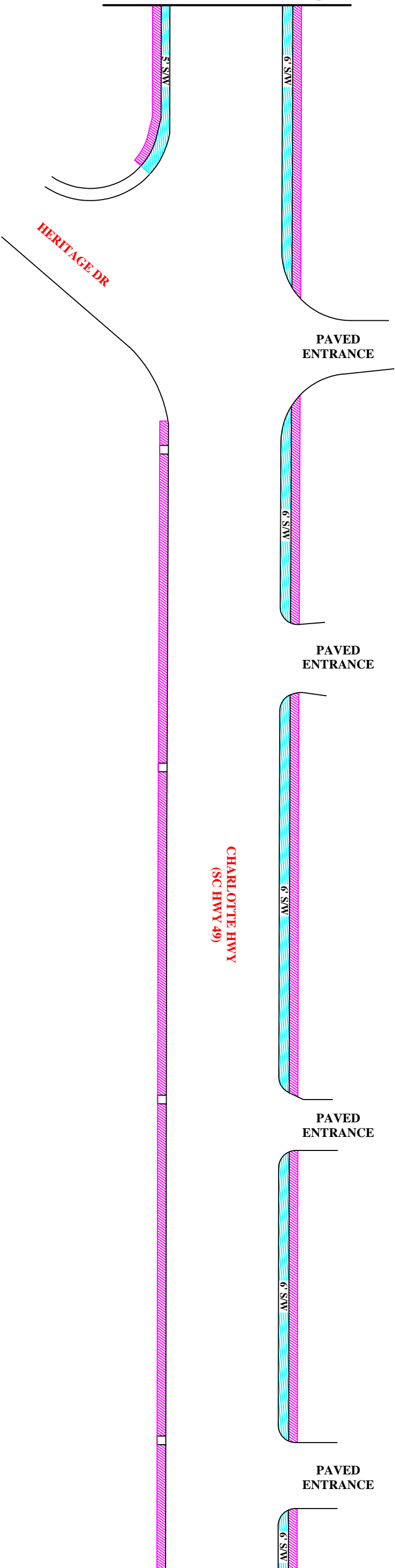
SC HWY 49  
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YORK COUNTY, SOUTH CAROLINA

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**SC HWY 49**

DATE:	03-08-23
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SHEET NO.:	31/36



REFER TO SHEET #31



REFER TO SHEET #33



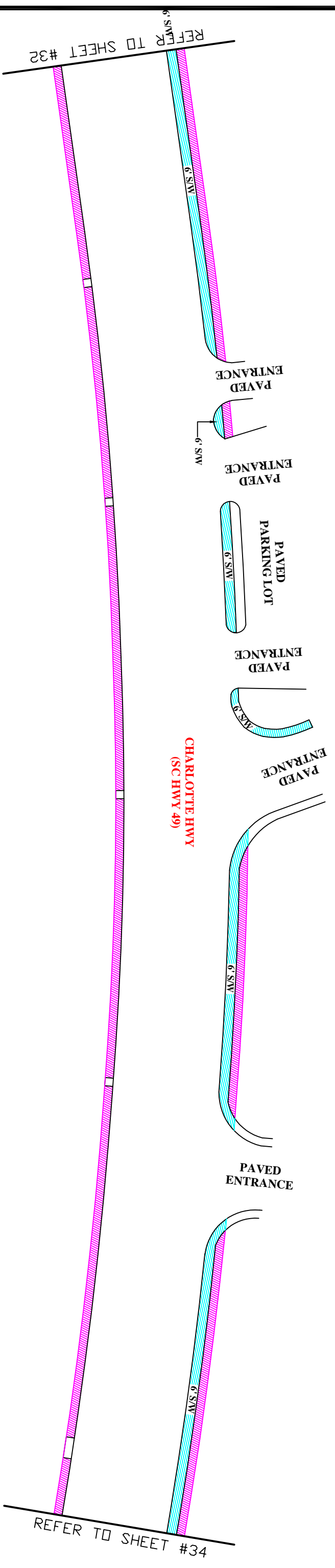
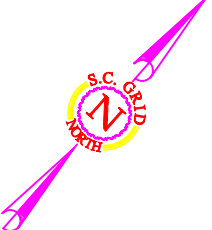
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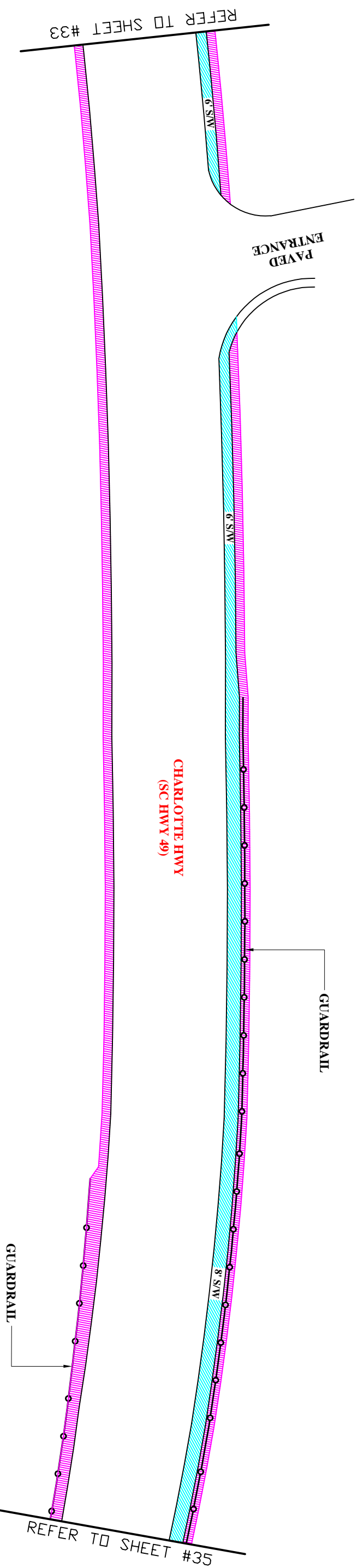
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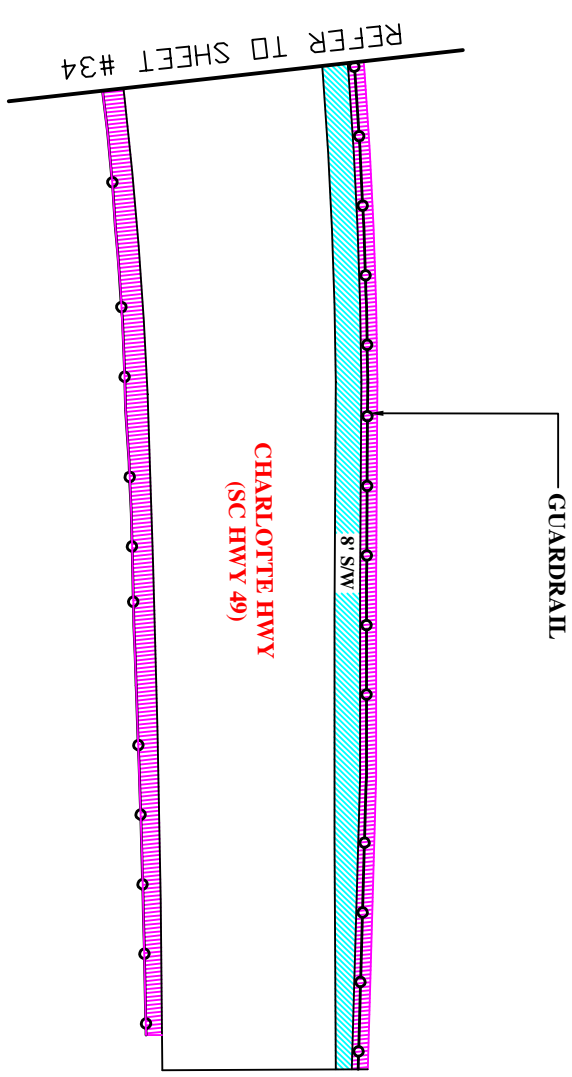
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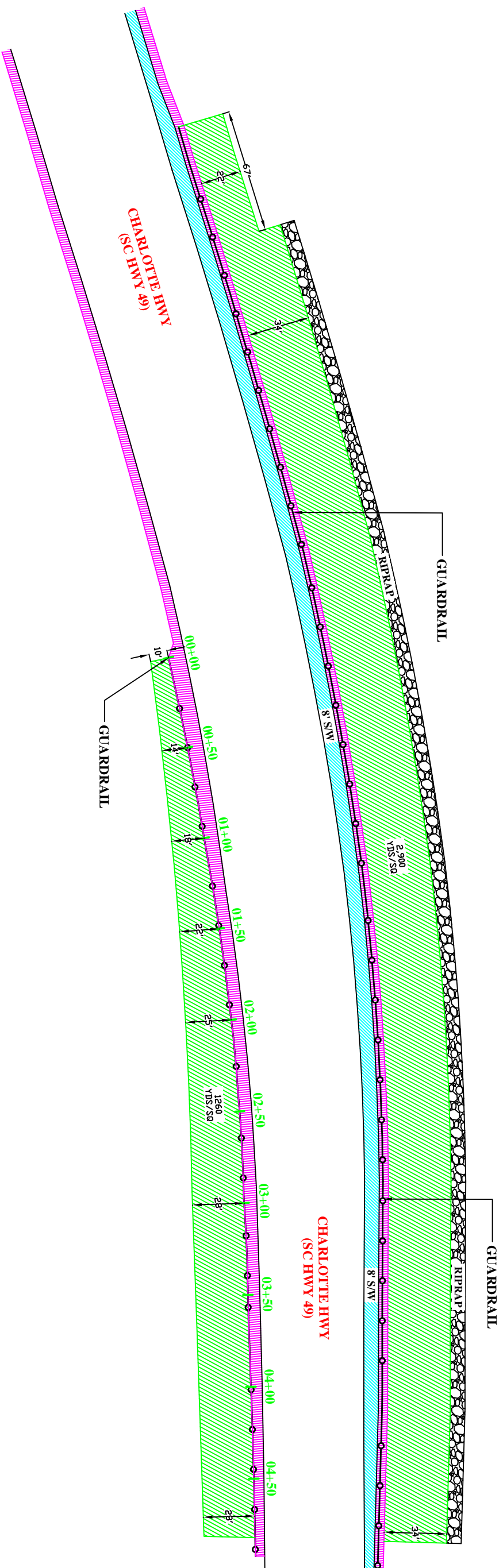


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