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To:	Potential Bidders and Plan Holders	Project No. 19166-0036
Re:	Addendum No. 1	Newberry County
		Bid No.: 2025-4
Project:	+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina	
Date:	April 16, 2025	
Bid Date:	April 24, 2025 at 3:00 P.M.	Page 1 of 27

This Addendum is issued pursuant to the Conditions of the Contract and is hereby made part of the Contract Documents and Specifications for +/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina. The addendum serves to clarify, revise, and supersede information from Contract Documents and Specifications. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. All attachments, if any, are part of this document.

1. **Section 00 41 00 – Bid Form:** The Bid Form specification has been revised to include Addendum No. 1 in Article 3 – Bidder's Representation section and the respective Addendum Dates for bidders to initial and acknowledge receipt. The quantity for Line Item No. 12 has been revised from 700 LF to 270 LF. Line Item No. 29 "10-inch Concrete Pad with Bollards", Line Item No. 30 "Removal of Existing Striping", and Line Item No. 31 "ONLY Striping" have been added in Article 5. Delete 'Section 00 41 00 – Bid Form' in its entirety for the "+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina," Bid Documents dated March 2025 and replace with the attached 'Section 00 41 00 – Bid Form'.
2. **Section 00 52 00 – Contract:** The contract times in Article 4 of the Contract specification have been revised to two hundred twenty-five days (225) to substantial completion and two hundred forty (240) days to final completion. Delete 'Section 00 52 00 – Contract' in its entirety for the "+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina," Bid Documents dated March 2025 and replace with the attached 'Section 00 52 00 – Contract'.
3. **Section 01 26 20 – Weather Delays:** The monthly normals from the National Climatic Data Center have been included in "Section 01 26 20 – Weather Delays" to establish the standard baseline. Delete 'Section 01 26 20 – Weather Delays' in its entirety for the "+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina," Bid Documents dated March 2025 and replace with the attached 'Section 01 26 20 – Weather Delays'.
4. **Sheet C2.0 – Paving, Striping, and Signage Plan STA: 0+00 to 24+67:** A note has been added stating that the all striping must be thermoplastic has been added to sheet C2.0 – Paving, Striping, and Signage Plan STA: 0+00 to 24+67. Delete Sheet C2.0 – Paving, Striping, and Signage Plan STA: 0+00 to 24+67 from the "+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC

Highway 219 Industrial Park in Newberry County, South Carolina,” Construction Plans (dwg no. 01,1347-D23 dated May 2024) and replace with the attached sheet C2.0 – Paving, Striping, and Signage Plan STA: 0+00 to 24+67.

5. **Sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00:** A note has been added stating that the all striping must be thermoplastic, as well as an inset that shows the guard house relocation in more detail has been added to sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00. Delete Sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00 from the “+/- 3,350 LF of Roadway Improvements to Mawson’s Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina,” Construction Plans (dwg no. 01,1347-D23 dated May 2024) and replace with the attached sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00.
6. **Sheet C6.1 – Roadway Details (2 of 4):** A detail for the proposed curb and gutter as well as the pad for the relocated guardhouse has been added to Sheet C6.1 – Roadway Details (2 of 4). Delete Sheet C6.1 – Roadway Details (2 of 4) from the “+/- 3,350 LF of Roadway Improvements to Mawson’s Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina,” Construction Plans (dwg no. 01,1347-D23 dated May 2024) and replace with the attached Sheet C6.1 – Roadway Details (2 of 4).
7. **Clarification:** *What testing will be required to be provided by the contractor?*
 - Third party testing for compaction, asphalt density, and proof rolls will be coordinated by Alliance Consulting Engineers, Inc. and the owner is responsible for the costs for the initial test. Per Project Specifications, the contractor will be responsible for costs associated with failed tests due to improper preparation by the contractor.
8. **Clarification:** *What portions of existing curb and gutter are to be removed and/or replaced and with what size?*
 - Section 00 41 00 – Bid Form has been revised to indicate 270 Linear Feet of Curb and Gutter Demolition on Bid Item No. 12. The location of the demolition of the Curb and Gutter is represented on sheets C1.4-C1.5. Sheet C6.1 – Roadway Details (2 of 4) has been revised and details the proposed 18-inch curb and gutter
9. **Clarification:** *Is the roadway striping to be thermoplastic or fast dry? And will reflectors be required?*
 - Roadway striping will be thermoplastic throughout as represented on sheets C2.0-C2.1. The striping along SC Highway 219 will follow the SCDOT standard drawings included on sheet C6.0, which includes reflectors.
10. **Clarification:** *Drawing C2.1---- The existing parking lot paving it is shaded similar to that of the roadway paving; please provide clarification of the limits of proposed paving within the Samsung Property.*
 - The scope of the improvements within the Samsung Property will stop at the Limits of Disturbance. Sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00 has been revised to provide additional clarification of the termination of the pavement limits for this project.

11. Clarification: *Is the relocation of the Guardhouse to be included as part of the contractor's scope of work?*

- The relocation of the guardhouse will be coordinated by Samsung, the contractor is to only provide the concrete pad and installation of the three (3) 3-inch conduits. The conduits are represented by Bid Item No. 10. A line item for the 10-Inch Concrete Pad with bollards has been added to the Bid Form as Bid Item No. 29.

12. Clarification: *What is the scope and intent of the 3" conduit?*

- The purpose of the 3-inch conduit is for pulling wire from the Existing Guardhouse to the New Guardhouse location. Samsung will coordinate the extension of utilities in these conduits with the conduits anticipated to carry electric in one, fiber/telecom in a second, and the 3rd to serve as a spare. See sheet C3.2 for alignment and termination.

13. Clarification: *Will Tongue and Groove Class III RCP acceptable to use?*

- Tongue and groove Class III RCP will be acceptable.

14. Clarification: *Can stockpiled material be left within the project limits or does Newberry County have a stockpile location available?*

- Material excavated from the site can be used for fill material, given it meets the requirements in the specifications. Any excess material will need to be disposed of off-site. Newberry County has an existing stockpile location at the end of Mid-Carolina Court within the Mid-Carolina Commerce Park along SC Highway 773 which can be utilized as a disposal location.

15. Clarification: *Is a business license required for this project?*

- Newberry County does not require contractors to obtain a Business License. However, contractors are required to have the current licensure for the size and type of this project in accordance with South Carolina Labor Licensing and Regulation.

16. Clarification: *Is the prime coat of stone base required for this project?*

- Prime Coat of Stone Base will not be required.

17. Clarification: *It is requested that the bid form be sent to the County in an Excel sheet so I can place it on the website for bidders to fill in and it will be more accurate.*

- It is the responsibility of the bidder to prepare their bids form with a focus on accuracy. Due to the potential that the bid form can be altered after downloaded, an excel spreadsheet will not be provided. It is the expectation that each bidder completes their own internal review process to ensure accuracy of their bid submitted.

18. Clarification: *How many days, if any, are allowed for inclement weather?*

- Section 01 26 20 – Weather Delays outline the inclement weather delays. The monthly normal from National Climatic Data Center has been added to Section 01 26 20 – Weather Delays to establish the standard baseline.

19. Clarification: *Please specify the contract time.*

- Section 00 52 00 – Contract has been revised to indicate that the contract substantial completion time is two hundred twenty-five (225) calendar days after Notice to Proceed has been issued, and that the contract final completion is two hundred forty (240) days after the Notice to Proceed has been issued.

20. Clarification: *The Contract Drawings indicate there will be removal/eradication of the existing pavement markings on 219, will a bid item be added to the Contract for the Removal of Existing Pavement Markings?*

- Section 00 41 00 – Bid Form has been revised to include a lump sum line item for Removal of Existing Striping as Bid Item No. 30.

21. Clarification: *There is an existing Gas Pump Station at approx. Station 0+50. Has the utility owner provided any timeline on relocation of this facility? Is the cost of this relocation the responsibility of the utility company?*

- The cost associated with the relocation of the Gas Pump Station will be under a separate contract and not part of this Scope of Work.

22. Clarification: *Please advise on the bid quantity of 12" GABC (bid item 24). Estimated quantity is 12.5.*

- Section 00 41 00 – Bid Form has been revised to specify that Bid Item No. 24 reflects a quantity of 12,500 SY.

23. Clarification: *Will a bid item be added for the turn arrows and "ONLY" pavement markings?*

- Section 00 41 00 – Bid Form has been revised to add the "ONLY" pavement markings as Line Item No. 31.

Attachments:

- Section 00 41 00 – Bid Form (8 pages)
- Section 00 52 00 – Contract (6 pages)
- Section 01 26 20 – Weather Delays (6 pages)
- Sheet C2.0 – Paving, Striping, and Signage Plan STA: 0+00 to 24+67 of "+/- 3,350-LF of Roadway Improvements to Mawsons Way at the SC Highway 219 Industrial Park Newberry County, South Carolina," Construction Plans (dwg no. 01,1347-D23 dated May 2024) (1 page)
- Sheet C2.1 – Paving, Striping, and Signage Plan STA: 28+00 to 37+86 & STA 0+00 to 1+00 of "+/- 3,350-LF of Roadway Improvements to Mawsons Way at the SC Highway 219 Industrial Park Newberry County, South Carolina," Construction Plans (dwg no. 01,1347-D23 dated May 2024) (1 page)
- Sheet C6.1 – Roadway Details (2 of 4) of "+/- 3,350-LF of Roadway Improvements to Mawsons Way at the SC Highway 219 Industrial Park Newberry County, South Carolina," Construction Plans (dwg no. 01,1347-D23 dated May 2024) (1 page)

-----End of Addendum No. 1-----

SECTION 00 41 00

BID FORM

**+/- 3,350 LF of Roadway Improvements
to
Mawson's Way
at the
SC Highway 219 Industrial Park
in
Newberry County, South Carolina**

TABLE OF ARTICLES

ARTICLE 1 - BID RECIPIENT

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

ARTICLE 3 - BIDDER'S REPRESENTATIONS

ARTICLE 4 - BIDDER'S CERTIFICATIONS

ARTICLE 5 - BASIS OF BID

ARTICLE 6 - TIME OF COMPLETION

ARTICLE 7 - ATTACHMENTS TO THIS BID

ARTICLE 8 - DEFINED TERMS

ARTICLE 9 - BID SUBMITTAL

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: By mail: In Person:
- Newberry County**
Post Office Box 156
Newberry,
South Carolina 29108
- Ms. Crystal Waldrop**
1309 College Street
Newberry,
South Carolina 29108
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
<u>1</u>	<u>4/15/2025</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), which have been identified in Paragraph 5.03 of General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 5.06 of General Conditions as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels, and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID AND AWARD

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

Base Bid for +/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Mobilization/Bonds	LS	1	\$	\$
2	Construction Safety/Traffic Control	LS	1	\$	\$
3	Construction Entrance	EA	2	\$	\$
4	Silt Fence	LF	4,000	\$	\$
5	Stormwater Inlet Protection	EA	26	\$	\$
6	Concrete Washout Area	LS	1	\$	\$
7	Rip-Rap Outlet Protection	SY	60	\$	\$
8	Erosion Control Matting (SC 150)	SY	15,000	\$	\$
9	Rock Check Dam	EA	70	\$	\$
10	3-Inch Communication Conduit	LF	1,200	\$	\$
11	Clearing and Grubbing	AC	8	\$	\$
12	Demo Existing Curb and Gutter	LF	270	\$	\$
13	Milling of Existing Asphalt (2-Inch)	SY	200	\$	\$
14	Earthwork (Cut/Backfill/Compaction/Excess Haul-Off)	LS	1	\$	\$
15	18-Inch RCP	LF	3,100	\$	\$
16	24-Inch RCP	LF	70	\$	\$
17	SCDOT Type 1 Curb Inlet	EA	21	\$	\$
18	SCDOT Type 9 Curb Inlet	EA	1	\$	\$
19	Junction Box (4-FT x 4-FT)	EA	1	\$	\$
20	Flared End Section	EA	7	\$	\$
21	Concrete Curb and Gutter	LF	7,100	\$	\$
22	2-Inch Asphalt Surface Course (Type B)	SY	12,700	\$	\$
23	3.5-Inch Asphalt Binder Course (Type B)	SY	12,500	\$	\$
24	12-Inch Graded Aggregate Base Course (GABC)	SY	12,500	\$	\$
25	Roadway Signage	EA	8	\$	\$
26	4-Inch Roadway Striping	LF	13,000	\$	\$
27	24-Inch Thermoplastic Stop Bar	LF	250	\$	\$
28	Grassing	AC	3	\$	\$
29	4-inch Concrete Pad with Bollards	LS	1	\$	\$
30	Removal of Existing Striping	LS	1	\$	\$
31	"ONLY" Striping	EA	4	\$	\$
Total Base Bid:				\$	

Total Bid in Words

_____ Dollars _____ Cents
(\$ _____)

Upon the receipt of the bids, Newberry County shall review the bids received and determine the scope of work for this project based on the available budget for the project. The contract for this project shall be awarded to the low qualified bidder for the project scope as determined by the sum total of the base bid portion or the combined sum of the base bid and approved base bid alternates depending on the scope of the project selected.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to complete the finish work as stipulated in the Bid Documents.

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

- A. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a bid bond or certified check in the amount of five percent (5%) of the total bid amount. Bid Bond shall include an executed Power of Attorney;
- B. List of Proposed Subcontractors; (must be submitted within five (5) days of the Bid Opening)
- C. List of Proposed Suppliers; (must be submitted within five (5) days of the Bid Opening)
- D. List of Project References; (must be submitted within five (5) days of the Bid Opening)
- E. Evidence of authority to do business in the State of South Carolina, or written covenant to obtain such license within the time frame for acceptance of Bids;
- F. Contractor License Number or evidence of bidders ability to obtain a State Contractor's License and covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder and Proposed Subcontractor Qualification Statement with Supporting Data; (must be submitted within five (5) days of the Bid Opening)
- H. Completed Bidder Submittal Checklist, if needed.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, General Conditions and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Title: _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Title: _____

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in South Carolina is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address

Telephone No.: _____ Fax No.: _____

SUBMITTED on _____, 202__.

State Contractor License No. _____

END OF SECTION

SECTION 00 52 00

CONTRACT

THIS AGREEMENT is by and between Newberry County

("Owner") and _____

("Contractor") Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina - This project consists of providing all required materials, equipment and labor necessary to complete the construction of the Roadway Improvements to Mawson's Way at the ± 265-Acre SC Highway 219 Industrial Park in the City of Newberry, Newberry County, South Carolina. Specific details are included within the Construction Plans and Technical Specifications.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

+/- 3,350 LF of Roadway Improvements to Mawson's Way at the SC Highway 219 Industrial Park in Newberry County, South Carolina

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by: Alliance Consulting Engineers, Inc., who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within two hundred and twenty-five (225) days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within two hundred forty (240) days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times

specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner one thousand five hundred dollars (\$1,500) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if 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 one thousand five hundred dollars \$1,500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

- a. 90% of Work completed (with the balance being Retainage).
- b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being Retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as

shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 3% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement - Section 00 52 00 (pages 1 to 6, inclusive).
 2. Performance Bond - Section 00 61 13.13 (pages 1 to 3, inclusive).
 3. Payment Bond - Section 00 61 13.16 (pages 1 to 3, inclusive).
 4. Other bonds (N/A).
 5. General Conditions - Section 00 70 00 (pages 1 to 62, inclusive).
 6. Specifications as listed in the Table of Contents of the Project Manual. The following Sections included within Division 0 are considered part of the "Technical Specifications."
 7. Drawings consisting of 38 sheets with each sheet bearing the following general title: +/- 3,350-LF of Roadway Improvements to Mawson's Way at the Highway 219 Industrial Park in Newberry County, South Carolina.
 8. Addenda (numbers ____ to ____, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid - Section 00 41 00 (pages 1 to 8, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award as detailed within the Bidder's Submittal Checklist - Section 00 43 93 (pages 1 to 1, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed - Section 00 55 00 (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.03 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Engineer and provided to the Contractor for his Bonding Agency. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____
(which is the Effective Date of the Agreement).

OWNER:

Newberry County _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

If Contractor is a corporation, a Partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

SECTION 01 26 20
WEATHER DELAYS

ARTICLE 1 - GENERAL

1.01 Extension of Contract Time

If a Claim is made for an extension of time based upon weather delays in accordance with the General Conditions, an extension may be granted only for the number of Weather Delay Days in excess of the number of days listed for the applicable month on the Standard Baseline.

2.01 Standard Baseline for Adverse Weather

- A. The Standard Baseline is defined as the number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of Adverse Weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- B. The Owner has established a Standard Baseline from the National Climatic Data Center (NCDC) from summary period of 1981 to 2010 and climate record period of 1981 to 2010 for the State of South Carolina.

3.01 Adverse Weather and Weather Delay Days

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:
 - 1. Precipitation (rain, snow, or ice) in excess of one-tenth (0.10") liquid measure.
 - 2. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.
 - 3. Sustained wind in excess of twenty-five (25) miles per hour.
 - 4. Dry Out (or Mud) Days under the following conditions:
 - a more precipitation days occur than listed in the Standard Baseline;
 - b there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
 - c no more than one (1) Dry Out Day is allocated for each additional day of precipitation more than the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended by the Designer.
- B. A Weather Delay Day may be counted if Adverse Weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activities that day.

- C. Days of normal weather conditions which the contractor elects not to perform construction activities will be deducted from the eligible weather delays requested.

4.01 Documentation and Submittals

- A. An extension of the Contract Time for Adverse Weather must be requested in writing to the Designer at the end of each month and submitted with the pay application of applicable Adverse Weather occurrence along with all required support information. Such requests made after this limitation will not be considered.
- B. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
- C. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.
- D. Organize Claim documentation to facilitate evaluation on a basis of calendar month periods and the Standard Baseline.
- E. Submit in accordance with the requirements of the Contract Documents.

END OF SECTION

Summary of Monthly Normals
1981-2010

Generated on 04/14/2025

Current Location: Elev: 476 ft. Lat: 34.2977° N Lon: 81.6236° W
Station: NEWBERRY, SC US USC00386209

Temperature (°F)																						
Mean							Cooling Degree Days							Heating Degree Days					Mean Number of Days			
							Base (above)							Base (above)								
Month	Daily Max	Daily Min	Mean	Long Term Max Std Dev	Long Term Min Std Dev	Long Term Avg Std Dev	55	57	60	65	70	72	55	57	60	65	Max >= 100	Max >= 90	Max >= 50	Max <= 32	Min <= 0	
01	53.6	31.4	42.5	3.8	3.8	3.6	10	6	3	-7777	0	0	398	455	545	698	0.0	0.0	20.1	0.5	16.7	0.0
02	58.1	33.5	45.8	3.4	2.5	2.7	20	12	4	-7777	-7777	0	277	325	402	538	0.0	0.0	21.2	0.1	13.0	0.0
03	66.2	39.2	52.7	3.4	2.8	2.8	76	52	27	6	1	-7777	147	186	254	388	0.0	0.0	29.2	0.0	7.9	0.0
04	74.0	48.0	61.0	3.1	2.7	2.6	212	168	112	44	10	3	32	48	82	164	0.0	0.1	29.8	0.0	1.3	0.0
05	82.1	58.0	70.1	2.4	3.2	2.5	488	408	320	185	79	49	2	3	8	29	0.0	2.8	30.9	0.0	0.0	0.0
06	88.8	66.9	77.8	2.7	1.8	1.9	685	625	536	387	243	188	0	0	-7777	1	0.1	12.9	30.0	0.0	0.0	0.0
07	91.9	70.6	81.3	2.5	1.3	1.6	814	752	659	504	349	288	0	0	0	-7777	1.0	21.1	31.0	0.0	0.0	0.0
08	90.1	69.5	79.8	3.0	1.8	2.1	769	707	614	459	305	244	0	0	0	-7777	0.8	16.1	31.0	0.0	0.0	0.0
09	84.1	62.4	73.2	2.4	2.1	1.7	548	488	399	259	138	98	-7777	-7777	2	12	0.0	5.3	30.0	0.0	0.0	0.0
10	74.2	50.5	62.4	2.2	3.4	2.5	249	200	138	60	17	9	21	34	65	142	0.0	0.3	31.0	0.0	0.3	0.0
11	65.1	40.8	53.0	3.2	3.7	3.1	74	52	28	7	1	1	135	174	240	368	0.0	0.0	28.8	0.0	6.3	0.0
12	56.1	33.2	44.6	4.7	4.2	4.3	23	15	7	1	-7777	0	343	398	482	632	0.0	0.0	21.8	0.2	15.0	0.0
Summary	73.7	50.3	62.0	3.1	2.8	2.6	3948	3485	2847	1912	1143	880	1355	1623	2080	2972	1.9	58.6	334.8	0.8	60.5	0.0

-7777: a non-zero value that would round to zero

Empty or blank cells indicate data is missing or insufficient occurrences to compute value

Summary of Monthly Normals 1981-2010

Generated on 04/14/2025

Precipitation (in.)											
Month	Totals		Mean Number of Days					Precipitation Probabilities Probability that precipitation will be equal to or less than the indicated amount			
	Means		Daily Precipitation					Monthly Precipitation vs. Probability Levels			
	Mean		>= 0.01	>= 0.10	>= 0.50	>= 1.00	0.25	0.50	0.75		
01	4.23	10.7	7.1	3.3	1.4	2.75	4.54	5.19			
02	4.15	9.3	6.5	3.0	1.6	2.86	3.99	4.99			
03	4.39	9.5	6.3	3.0	1.2	2.83	4.10	6.01			
04	3.00	8.4	6.0	2.2	0.7	1.46	2.85	3.96			
05	3.26	7.9	5.5	2.1	0.7	1.87	3.05	3.72			
06	4.68	8.9	6.4	2.5	1.4	2.47	4.87	6.19			
07	3.53	9.6	5.6	2.4	0.8	2.03	3.26	4.48			
08	5.33	9.9	6.5	3.2	1.4	4.17	4.97	6.50			
09	4.33	7.7	4.8	2.8	1.6	2.46	3.99	6.07			
10	3.87	7.3	4.7	2.9	1.4	2.02	3.50	5.10			
11	3.42	8.5	5.6	2.7	1.0	1.84	2.98	4.30			
12	3.78	9.9	6.2	2.4	0.9	2.13	3.30	5.39			
Summary	47.97	107.6	71.2	32.5	14.1	28.89	45.40	61.90			

-7777: a non-zero value that would round to zero

Empty or blank cells indicate data is missing or insufficient occurrences to compute value

Summary of Monthly Normals
1981-2010

Generated on 04/14/2025

Snow (in.)														
Totals		Mean Number of Days										Snow Probabilities		
Means		Snowfall >= Thresholds					Snow Depth >= Thresholds					Probability that snow will be equal to or less than the indicated amount		
Month	Snowfall Mean	0.01	1.0	3.0	5.00	10.00	1	3	5	10	.25	.50	.75	
01	0.3	0.2	0.2	-7777	0.0	0.0	0.1	0.1	0.1	0.0	0.0	0.0	0.0	
02	0.4	0.2	0.1	-7777	0.0	0.0	0.2	0.1	0.1	0.0	0.0	0.0	0.0	
03	0.2	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.0	0.0	0.0	0.0	0.0	
04	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
05	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
06	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
08	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
09	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
12	0.1	-7777	-7777	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Summary	1.0	0.5	0.4	0.1	0.0	0.0	0.4	0.3	0.2	0.0	0.0	0.0	0.0	

-7777: a non-zero value that would round to zero

Empty or blank cells indicate data is missing or insufficient occurrences to compute value

Summary of Monthly Normals
1981-2010

Generated on 04/14/2025

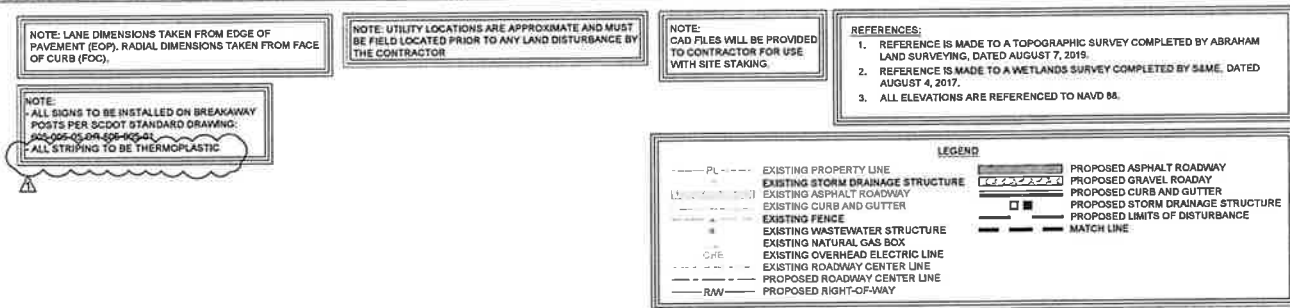
Current Location: Elev: 476 ft. Lat: 34.2977° N Lon: 81.6236° W
Station: **NEWBERRY, SC US USC00386209**

Growing Degree Units (Monthly)												
Base	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Growing Degree Units (Monthly)												
Base	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
40	151	203	402	630	931	1135	1279	1234	997	693	393	199
45	74	113	267	482	777	985	1124	1079	847	539	261	110
50	31	53	157	340	622	835	969	924	697	388	152	54
55	10	20	76	212	468	685	814	769	548	249	74	23
60	3	4	27	112	320	536	659	614	399	138	28	7
Growing Degree Units for Corn (Monthly)												
50/86	95	137	266	399	619	777	872	850	677	438	245	126

Growing Degree Units (Accumulated Monthly)												
40	151	354	756	1386	2317	3452	4731	5965	6962	7655	8048	8247
45	74	187	454	936	1713	2698	3822	4901	5748	6287	6548	6658
50	31	84	241	581	1203	2038	3007	3931	4628	5016	5168	5222
55	10	30	106	318	786	1471	2285	3054	3602	3851	3925	3948
60	3	7	34	146	466	1002	1661	2275	2674	2812	2840	2847
Growing Degree Units for Corn (Monthly Accumulated)												
50/86	95	232	498	897	1516	2293	3165	4015	4692	5130	5375	5501

Note: For corn, temperatures below 50 are set to 50, and temperatures above 86 are set to 86.
-7777: a non-zero value that would round to zero.

Empty or blank cells indicate data is missing or insufficient occurrences to compute value.



CAUTION-NOTE TO CONTRACTOR

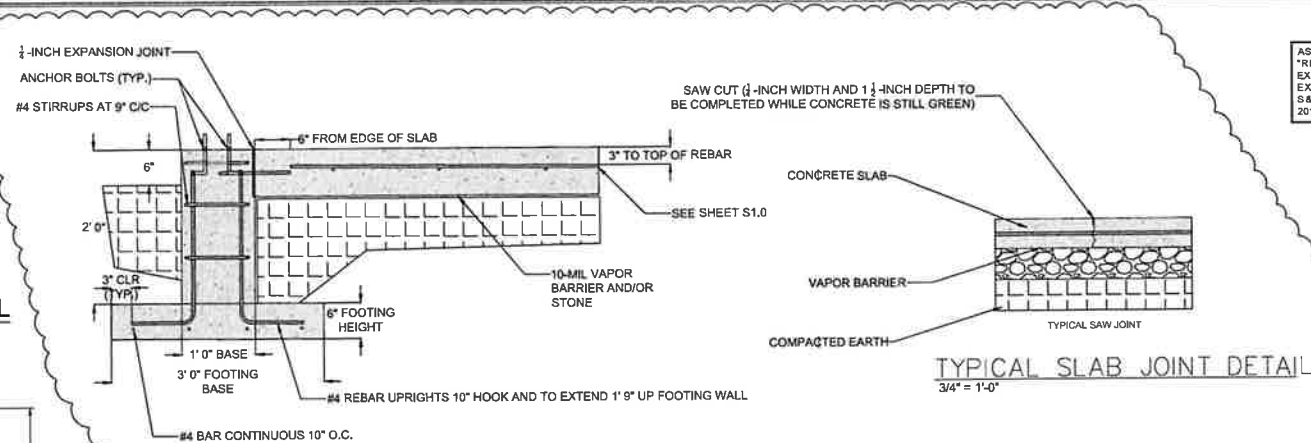
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD, THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. SC LAW REQUIRES THE CONTRACTOR TO CALL THE UTILITY PROTECTION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE RELOCATION OF ALL THE UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

PAVING, STRIPING, AND SIGNAGE PLAN
STA: 28+00 TO 37+86
STA: 0+00 TO 1+00

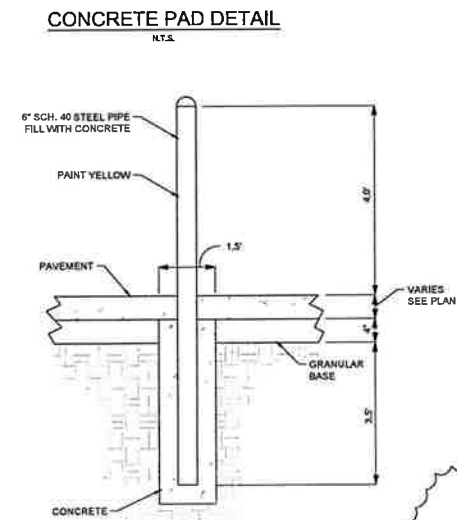
- NOTES:**
1. ALL SIGNS SHALL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR COLOR, SIZE, REFLECTIVITY, AND HEIGHT.
 2. SIGNS TO BE PLACED AS SHOWN ON PLAN.

TYPICAL SIGN DETAIL
N.T.S.

ROAD SIGNS

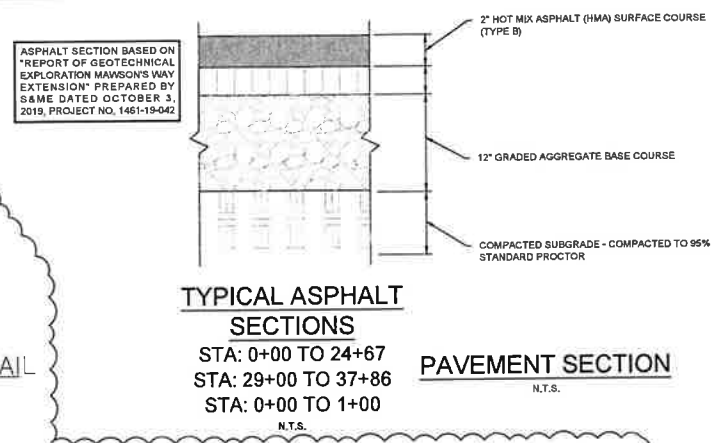


TYPICAL SLAB JOINT DETAIL
3/4" = 1'-0"



PIPE BOLLARD DETAIL

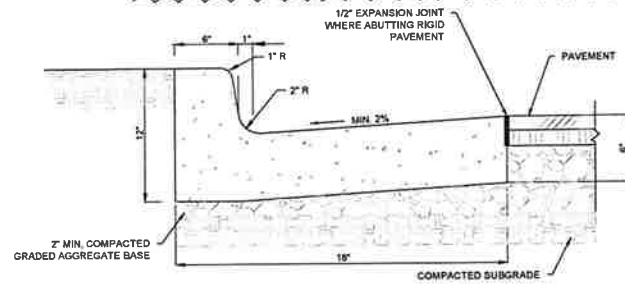
N.T.S.



TYPICAL ASPHALT SECTIONS

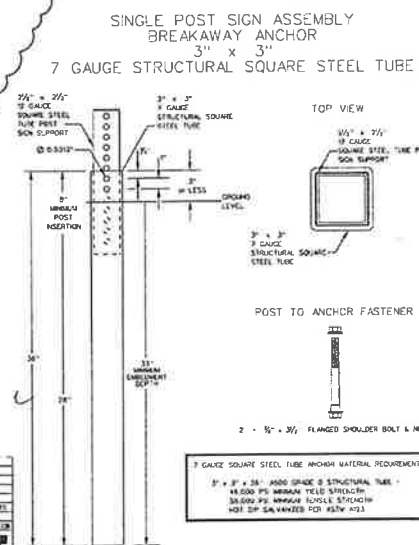
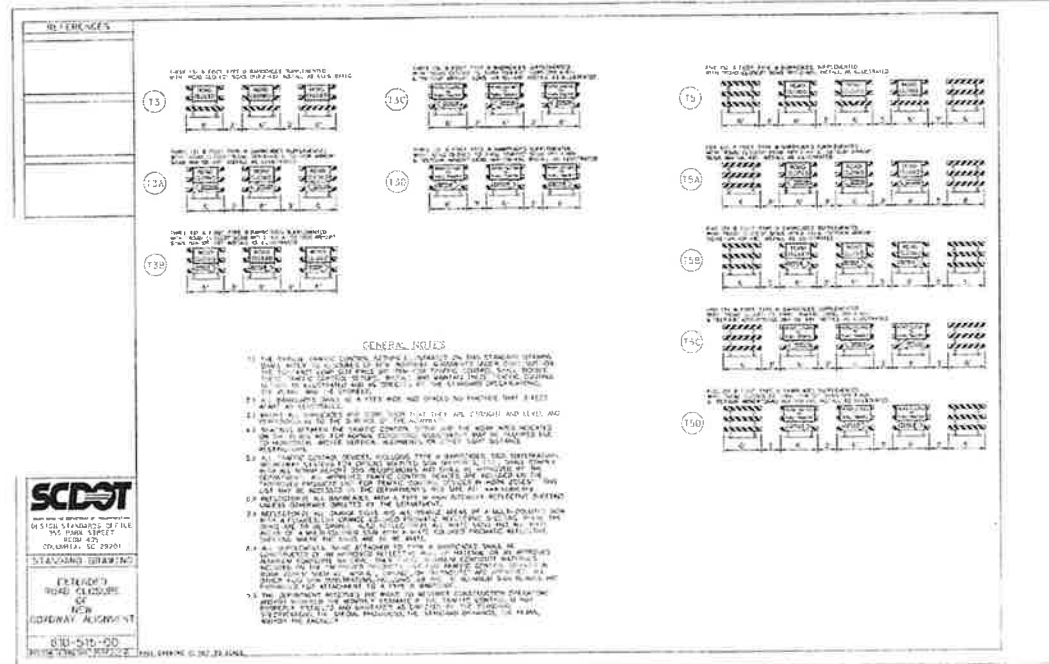
STA: 0+00 TO 24+67
STA: 29+00 TO 37+86
STA: 0+00 TO 1+00

PAVEMENT SECTION
N.T.S.

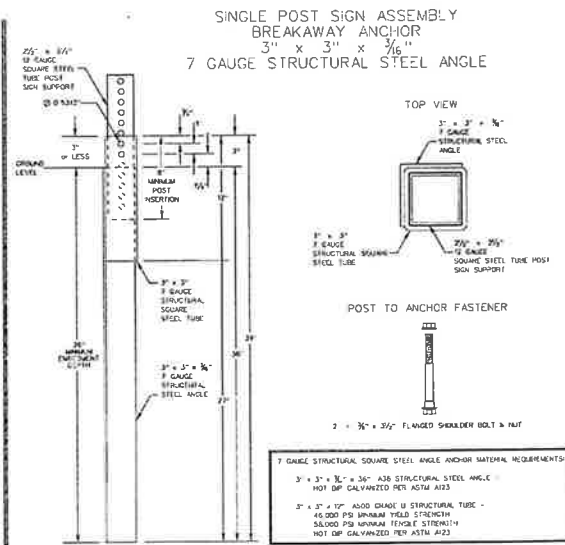
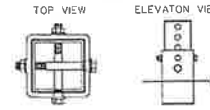


- NOTES:**
1. CONCRETE TO HAVE A MIN. 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI
 2. PROVIDE 1" DEEP CONTRACTION JOINT AT 10' INTERVALS
 3. PROVIDE 1/2" EXPANSION JOINT AT 40' INTERVALS, AT ALL TANGENT POINTS AND AT ALL RIGID STRUCTURES AND RIGID PAVEMENT
 4. TOOL ALL EXPOSED EDGES AND JOINTS TO 1/4" RADIUS

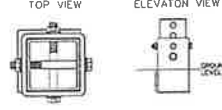
18" CONCRETE CURB AND GUTTER DETAIL
N.T.S.



SIGN SUPPORT ATTACHMENT
TO
BREAKAWAY ANCHOR



SIGN SUPPORT ATTACHMENT
TC
BREAKAWAY ANCHOR



ALLIANCE
CONSULTING ENGINEERS

ROADWAY DETAILS
(2 OF 4)

± 3,350-LF OF ROADWAY
IMPROVEMENTS
TO MAWSONS WAY AT THE
HC HIGHWAY 219 INDUSTRIAL PARK
NEWBERRY COUNTY,
SOUTH CAROLINA

SHEET
C6.1

PROJECT NO.
19166-0036

DWG NO. 01,1347-D23