

DOCUMENT 00 91 13  
ADDENDUM

Oconee Joint Regional Sewer Authority  
OJRSA Manhole Rehabilitation  
Ardurra Project Number #20230904.00.CL

ADDENDUM NUMBER 2

February 12, 2026

BID DATE: February 17, 2026 2 p.m.

TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated January 12, 2026 and all previous Addenda.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

Below are changes, additions, and/or clarifications to the bid documents for this project.

**Specifications**

Item 1. Specification 00 41 13 “Bid Form For Construction Contract”, Remove and Replace this Section in its entirety with the attached and revised Specification 00 41 13 “Bid Form For Construction Contract”. Changes include:

- a. Remove Line Item 18 Seeding, Line Item 28 Seeding, Line Item 29 Sodding – Fairway, Line Item 30 Sodding – Rough.
- b. Renumber remaining Line Items accordingly.

Item 2. Specification 00 52 13 “Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)”, Remove and Replace this Section in its entirety with the attached and revised Specification 00 52 13 “Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)”. Change includes:

- a. Strikethrough Article 5 – Contract Price, Item 5.01.A.

Item 3. Specification 32 92 19 “Seeding”, Remove and Replace this Section in its entirety with the attached and revised Specification 32 92 19 “Seeding”. Replace Paragraph 1.2.A with:

- a. General: Work of this Section will not be measured for payment but is included in the unit cost for the various utilities and structures installed.

Item 4. Specification 32 92 23 “Sodding”, Remove and Replace this Section in its entirety with the attached and revised Specification 32 92 23 “Sodding”. Replace Paragraph 1.2.A with:

- a. General: Work of this Section will not be measured for payment but is included in the unit cost for the various utilities and structures installed.

## **Drawings**

Item 5. None

## **Clarifications**

Item 6. Question: I would like to submit United Felts to be approved as an equal to Insituform for CIPP.

Answer: United Felts (Martinsville, Virginia) and Applied Felts, (Martinsville, Virginia) are considered "or equal" CIPP liner suppliers. Contractor and/or Supplier responsible resin meets specification.

Item 7. Question: What is the Engineer's estimate / Budget cost?

Answer: The approximate opinion of cost including the alternate additive is located on SCBO.

Item 8. Question: Plan Holder respectfully requests that Global Materials Company be approved as a CIPP liner manufacturer. Global specs are attached for your review.

Answer: Global Materials Company are considered "or equal" CIPP liner suppliers. Contractor and/or Supplier responsible resin meets specification.

Item 9. Question: Plan Holder respectfully request that Refratta's 100% pure-fused calcium aluminate coating be approved as an equal under that manhole rehabilitation specifications. Refratta's specs are attached for your review.

Answer: Refratta are considered "or equal" fused calcium aluminate coating manufacturer. Contractor and/or Supplier responsible coating meets specification.

Item 10. Question: Request consideration of specializd fiberglass resonating solutions in lieu of calcium aluminate solutions for sewer manhole rehabilitation.

Answer: Fiberglass resonating solutions will not be considered for this project.

Item 11. Question: Request GeoKrete Geopolymer be added to the cementitious approved products for this project

Answer: GeoKrete Geopolymer will not be considered an approved product for this project.

Item 12. Question: Does the above project currently have an estimated value or mobilization date?

Answer: The approximate opinion of cost including the alternate additive is located on SCBO. No additional cost estimation information to be provided. Mobilization date to be determined.

Item 13. Question: We would like to request approval to use Sherwin Williams Dura-Plate 6100 as a substitution for the specified manhole liner material for the above mentioned project.

Answer: Sherwin Williams Dura-Plate 6100 are considered "or equal" product for polymer resin-based lining. Contractor and/or Supplier responsible lining meets specification.

Item 14. Question: Can you push the bid date back, if the in person bid date is getting pushed?

Answer: The bid date is not being pushed back due to the winter storm and second pre bid meeting. The bid date will be Tuesday, February 17.

Item 15. Question: For Bid Item 15 & 25,(Water Tight Manhole Lid) just wanted to clarify that the Owner will be providing the Lids(Material Only) for this item?

Answer: Yes, the Owner will be providing the Lids (Material Only) for Bid Item 15 & 25.

Item 16. Question: Do you have a contact for the Golf Course to coordinate a site visit?

Answer: We strongly encourage any prospective bidders to attend the optional pre bid meeting as we will be providing the opportunity to visit the golf course after the meeting. The golf course is a private, gated community that is only closed for play on Mondays. We cannot guarantee that the golf course will be accessible and we cannot promise that representatives of the golf course/community owner, HOA or OJRSA staff member will be available to review these locations at other times.

Item 17. Question: Are there any expected existing liners to be removed from the manholes, if so, would it be possible to identify which ones and make a separate line item for liner removals.

Answer: No additional information is available.

Item 18. Question: Which manholes are included in the base bid scope?

Answer: Base bid scope includes the following manholes: MH 1-28, MH 158, 160, 173, 181, 183, 373, 260, 297 and MH 160-161.

Item 19. Question: Which manholes are included in the alternate bid scope?

Answer: Alternate bid scope includes the manholes at the Cross Creek Golf Course and drawing sheets C15-C24.

Item 20. Question: Will the Owner consider adding a bypass pumping line item to the alternate bid form so contractors can accurately price this work?

Answer: No additional line item will be provided. Refer to Section 33 32 40 1.2 A. Measurement and Payment.

Item 21. Question: Which sewer segments (or corresponding plan sheets/maps) have estimated flows greater than 2.0 MGD so contractors can accurately price this work?

Answer: Estimated daily flows and Peak Hourly flows through projects are: (a) Project 1c 4 (30 in) = 768,837 GPD (ADF); 2,700,215 GPD (Peak); (b) Project 1c 4 (Less Than 30") = 214,700 GPD; 1,023,540 GPD (Peak) - Project 1c4 encompasses MH 28 – 1 (30" & 36")

Item 22. Question: Are there any known force mains that discharge directly into any of the manholes included in the base or alternate bid scopes?

Answer: There are no known force mains that discharge directly into any of the manholes included in the base or alternate bid scopes.

Item 23. Question: What type of discharge line material will be acceptable? – TPU Frac hose, Warflex Layflat, HD Tank Hose, HDPE QD Pipe or full fusion?

Answer: Discharge line materials shall meet the requirements of Specification Section Bypass Pumping 33 32 40.

Item 24. Question: What is Plan for Road crossings for bypass at the below roads? - Church Road, Raddison Road, Cross Creek Drive, Dove Valley Lane

Answer: Per Specification Section Bypass Pumping 33 32 40, a detailed plan shall be submitted to the Engineer and Owner. Discharge piping can be laid through culverts.

Item 25. Question: What is acceptable discharge path/path on the golf course? Will we need to use matting/decking for bypass and access?

Answer: Per Specification Section Bypass Pumping 33 32 40, a detailed plan shall be submitted to the Engineer and Owner. Discharge piping should stay within the existing utility easements.

Item 26. Question: What is the plan for division for the 2 lines side by side at Page C-15?

Answer: Per Specification Section Bypass Pumping 33 32 40, a detailed plan shall be submitted to the Engineer and Owner.

Item 27. Question: When is cotton typically planted and cultivated?

Answer: Contractor shall coordinate with the Engineer, Owner and Property Owner regarding the work (MH's 4 and 5) to be completed within the active agricultural area. In South Carolina, cotton is typically planted in April/May.

Item 28. Question: Please confirm if a (SC/NC, pick) General Contractor license with the (WP if SC plant work, WL if SC pump station/linework, PU if NC plant work, PL if NC pump station/linework) classification is required to bid this project.

Answer: South Carolina General Contractor's License will be required for this project. WL would be the appropriate classification for this project.

Item 29. Question: Please confirm that owner is responsible for employing a material testing firm for this project. This includes CIPP product tests and cementitious manhole cylinders, etc.

Answer: The contractor is responsible for the costs associated with CIPP product tests and cementitious cube samples and associated testing, etc. No separate measurements and payment will be made for the sample collection, handling, and testing. Costs associated therewith shall be incidental to their associated pay items.

Item 30. Question: Does this project have Davis Bacon or AIS requirements?

Answer: Davis Bacon does not apply unless the ARPA amount is over \$10M. Davis Bacon will not apply to this project. Projects with only ARPA/SCIIP funds are not required to meet either AIS or BABA. So, there are no AIS requirements.

Item 31. Question: If Davis-Bacon wage rates are applicable, can you please provide the wage rate sheet and construction type classification that applies to this project?

Answer: Davis Bacon will not apply to this project.

Item 32. Question: In light of the unprecedeted and unpredictable market conditions arising out of or relating to newly enacted or changed tariffs or other enactments and/or changes to laws, regulations, executive orders and other orders or decrees of government officers and authorities relating to ongoing and/or future trade in or with the United States, will the Owner modify the terms of the Contract to provide Contractor with reasonable equitable relief due to the unpredictable effect of such tariffs and market conditions on the cost or time for performance of the Work after the submission of bids or completed negotiations of price?

Answer: No.

Item 33. Question: What is your safety protocol for confined space entry?

Answer: Contractor shall follow OSHA standards and requirements for confined space entry. Successful bidder will be required to sign OJRSA safety documentation and be able to provide training records if requested by the Owner. Successful bidder will provide all items necessary to comply with OSHA regulations for confined space entry.

Item 34. Question: Is UV cure acceptable for CIPP lining? If so, can you provide a list of acceptable manufacturers as well as minimum strength thicknesses, etc.

Answer: No. CIPP liners to be cured using Hot Water. UV cured CIPP is not acceptable on this project.

Item 35. Question: When would this work start?

Answer: To be determined, but a March/April start date is preferred.

Item 36. Question: What are the sod requirements for the fairway vs rough areas?

Answer: Sod requirements will be coordinated with the golf course.

Item 37. Question: For the erosion and sediment control bid item, is this intended to be used for each location? If so, are we to include all pricing for items listed in spec section 31 25 00 under Part 2 - Products?

Answer: Yes, the erosion and sediment control bid item is intended for the base bid and alternates additive. Contractor is responsible for providing erosion and sediment control items necessary for the successful completion of the project.

Item 38. Question: Will the bid be pushed due to new pre-bid date?

Answer: No.

Item 39. Question: Is there existing footage of the segment of pipe requiring lining? If so, can we have access to that?

Answer: No.

Item 40. Question: Are there any areas we would need to cross water to access other manholes?

Answer: There is an estimated quantity of 2 EA for the Temporary Wetland/Stream/Creek Crossing. Both crossings are located in the golf course area.

Item 41. Question: What are the easement restoration expectations?

Answer: The easements shall be restored to preexisting conditions upon successful completion of the gravity sewer and manhole rehabilitation work. Note easement restoration is incidental, and no separate measurement and payment shall be made therefore.

Item 42. Question: Why did the previous contractor remove this lining from their scope? Has the engineer confirmed that the pipe is able to be CIPP lined?

Answer: The previous contractor did not remove this lining from their scope. The Engineer has confirmed that CIPP lining is an option for this section MH 161 - 160.

Item 43. Question: Does this project have certified payroll?

Answer: Certified payroll is a Davis Bacon requirement. So, no it is not a requirement for this project.

Item 44. Question: What are the right of way widths?

Answer: Right of way widths are 30'.

Item 45. Question: Can we please have a copy of the SCDOT encroachment permit and it's requirements?

Answer: Please see attachment for SCDOT encroachment permit.

Item 46. Question: Where is the temporary streambank crossing detail intended to be used?

Answer: The stream bank protection detail is to be utilized in conjunction with the Riprap Slope Stabilization line item.

Item 47. Question: The specs say we must have a pump sized to handle peak dry weather flow. At the pre bid, the peak hourly flows were shown to be 2.7 MGD. Is that the wet weather peak? If so, please provide the dry weather peak flows required.

Answer: Yes, the peak should be around that 3mgd with normal being 750,000 to 1mgd.

Item 48. By submitting a signed bid, the Contractor is certifying compliance with the Byrd Anti-Corruption Amendment.

Receipt of this addendum must be acknowledged on Page 00 41 13-1 of your Bid Form.

Sincerely,

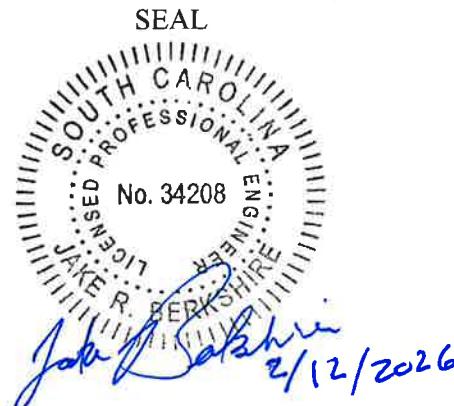
**Ardurra Group, Inc**  
SC Certificate of Authorization No. C00177

Jake Berkshire, PE  
Project Manager

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Enclosures

February 9, 2026 Non-Mandatory Pre-Bid Meeting Minutes,  
February 9, 2026 Non-Mandatory Pre-Bid Meeting Attendance List,  
Specification 00 41 13 "Bid Form For Construction Contract",  
Specification 00 52 13 "Agreement between Owner and Contractor for Construction Contract (Stipulated Price)",  
Specification 32 92 19 "Seeding",  
Specification 32 92 23 "Sodding",  
SCDOT Encroachment Permit



# MEETING



<b>Project</b>	OJRSA Manhole Rehabilitation 20230904.00.CL	<b>Date   Time</b>	Monday, February 9, 2026 at 11:00 AM
<b>Topic</b>	Pre-Bid Conference	<b>Organizer</b>	James Lyon
<b>Location:</b>	Coneross Creek Water Reclamation Facility 623 Return Church Road Seneca, South Carolina 29678		
<b>Invitees:</b>	Prospective Bidders, Chris Eleazer, Kyle Lindsay, Michael McClain, Jeremy Brashears, Angie Mettlen, Jake Berkshire		
<b>Attendees:</b>	<b><i>Please see attached Pre-Bid Meeting Attendance List</i></b>		

**cc:**

## Meeting Agenda

### A. Introduction of Attendees:

- Please sign the sign-in sheet**
- Sign-in Sheet will be provided to all attendees.**

### B. Contract Information:

- Bid Due and Bid Opening Date – February 17, 2026, at 2:00 p.m., local time**

#### **(a) Address:**

**Coneross Creek Water Reclamation Facility  
623 Return Church Road  
Seneca, South Carolina 29678**

### C. Project Description: The work will consist of rehabilitation of existing gravity sewer and manholes in the Oconee Joint Regional Sewer Authority's (OJRSA) system within

existing OJRSA easements and South Carolina Department of Transportation (SCDOT) Right-of-Ways ROW. The work consists of approximately 391 LF of 15" Cured-In-Place Pipe, 70 manhole rehabilitation using calcium aluminum cementitious liner system with epoxy, pressure grouting interior manholes for leak prevention, replace and removal of select frame and covers, select manhole cone/chimney replacement, and flow control/bypass pumping associated stream crossing, soil stabilization, dewatering and site restoration. Work to be completed within existing OJRSA maintained easements and SCDOT R/W.

#### D. Highlighted Key Items

1. This project is funded by American Rescue Plan Act (ARPA) via South Carolina Infrastructure Investment Program (SCIIP). Contractor must be compliant with SCIIP requirements. This project is subject to Davis-Bacon. Contractor and subcontractors must be registered and current with federal System of Award Management (SAM).
2. SCDOT Encroachment has been acquired to complete Utility work. Contractors shall be responsible for access from SCDOT road to easement through out project duration. Contractor shall be responsible to comply with conditions of the SCDOT Permit including, but not limited to, providing appropriate traffic control and daily clean up. Contractor solely responsible for ensuring public safety and a safe work site.
3. Contractor can utilize existing OJRSA driveways as long as drive is restored to original or better condition.
4. Contractor can use area in the OJRSA's Coneross WRF for stage and storage. Contractor shall be responsible for maintaining area, not obstructing access or function of OJRSA staff, vehicles, or deliveries. Contractor will return any used area to equal or better condition prior to construction. Contractor will need to coordinate directly with OJRSA on any other specifics.
5. CIPP liners to be cured using Hot Water. Contractor can coordinate with City of Westminster Utilities to purchase water. Contractor may use surface water filtered for solids and silt as long as compliant with South Carolina Regulation 61-119. Water is considered inclusive of the CIPP unit price.
6. Bypass pumping is considered incidental and inclusive in repair price except when average daily flow exceeds 2 MGD. Contractor to have bypass system monitored for the entirety it is active. Remote monitoring with call-out can be used to monitor.
7. **Estimated daily flows and Peak Hourly flows through projects are :**
  - (a) **Project 1c 4 (30 in) = 768,837 GPD (ADF); 2,700,215 GPD (Peak)**

**(b) Project 1c 4 (Less Than 30") = 214,700GPD; 1,023,540 GPD (Peak)**

8. Contract time is 105 days from Notice to Proceed.
9. For weather delays Contractor may negotiate for additional days per Contract documents. Contractor is not entitled to adjustment for Contract Price due to weather delays.
10. OJRSA will furnish manhole frame and covers, watertight and standard.

**E. Bid Submittal (Required Forms):**

1. Bid Form (signed by person with authority to contractually bind)
2. List of First Tier Subcontractors
3. Proposed Suppliers (Manhole Lining System and CIPP)
4. Acknowledgement of all Addenda
5. Bid Security (5% of bid total)
6. Contractor's License Number
7. Proof of SC Business License
8. Qualification Statement
9. SCIIP Disbarment Certification Form (Section 00 45 64)
10. SCIIP Contractor-Pay-Request Certification (Section 00 62 76.23)
11. SCIIP Supplementary Conditions (Section 00 73 05)
12. Byrd Anti-Lobbying Certification (For any bids greater than \$100,000)
  - (a) By submitted signed bid, Contractor certifies compliance with the Byrd Anti-Lobbying Amendment. No additional certification form to be submitted.
13. If Bid is sent through the mail or other delivery service, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face.

**F. ARDURRA will be providing part-time (average 20 hrs/wk for about 3 months) Construction Observation acting as the Owner's Representative for this project. Contractor shall be responsible for coordinating with Project Representative confirming**

**pay application amounts, coordination with Project Representative to identify key installations to be observed, coordinate with Project Representative with testing.**

**G. Questions/Answers**

**H. Adjourn: February 9, 2026, at 11:30 a.m./p.m.**



## Pre-Bid Meeting Attendance List

Project: ORJSA Manhole Rehabilitation

Project No.: 20230904.00.CL

Pre-Bid Date: Monday, February 9, 2026

Location:

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Name	Company	Telephone#	E-mail Address
1. James Lyon	ARDURRA	704-506-8410	jlyon@ardurra.com
2. Jake Berkshire	ARDURRA	336-250-8216	jberkshire@ardurra.com
3. JAMES CASTLEBEAR	COMPASS ENVIRONMENTAL GROUP	770-328-7756	ryan@compassenvironmentalgroup.com
4. Bruce Long	11	11	bruce.long@yahoo.com
5. Braden Roth	Fifth Construction	864-979-1467	Braden@fifthconstructionllc.com
6. ZEKE HUNT	FIFTH CONSTRUCTION LLC	868-333-5124	zeke@FIFTHCONSTRUCTIONLLC.COM
7. Kyle Lindsey	0525.1	864-972-3900	Kyle.Lindsey@0525.1LLC.com
8. Anna Reynolds	Harper XS	864-630-6497	anna.reynolds@harperge.com
9. Josh Brown	Chonzie Inc	828-447-3665	Josh@chonzieinc.com
10. Brandon Nebau	Chonzie Inc	321-914-2647	Brandon@chonzieinc.com
11. Chonzie McMahon	Chonzie Inc	828-507-1600	Chonzie@Chonzieinc.com

Project:

Project Number:

	Name	Company	Telephone#	E-mail Address
12.	Trevor McMill	NuPile	903-240-5766	Trevor@NuPileUS.com
13.	Jeremy Richard	APS	813-785-0900	Jeremy@AtlanticPipe.US
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**SECTION 00 41 13**  
**BID FORM FOR CONSTRUCTION CONTRACT**

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

**ARTICLE 1—OWNER AND BIDDER**

- 1.01 [This Bid is submitted to: Oconee Joint Regional Sewer Authority, Administration Building, 623 Return Church Road, Seneca, SC 29678.]
- 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—ATTACHMENTS TO THIS BID**

- 2.01 [The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;]
  - B. List of Proposed First-Tier Subcontractors, including without limitation, the following trades:
    1. Erosion and Sediment Control;
    2. Traffic Control;
    3. Manhole Rehabilitation Installer;
    4. Cured-In-Place Pipe Installer;
    5. Bypass; and
    6. CCTV Inspection;
  - C. List of Proposed Suppliers for the following
    1. Manhole Lining Systems (Calcium Aluminate and Epoxy Systems); and
    2. Cured-In-Place Pipe. ]
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Section 00 45 64 - SCIPP Debarment Certification Form
  - H. Section 00 62 76.23 – SCIPP Contractor-Pay-Request Certification\_FY23-1
  - I. Section 00 73 05 – SCIPP Supplementary Conditions
  - J. Byrd Anti-Lobbying Certification, as required ]

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 Price Bids

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

#### 1. Unit Price Base Bid

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>General Construction -</b>					
1	Mobilization (not to exceed 5% of Base Bid)	LS	1		
2	Bonds and Insurance	LS	1		
3	Erosion and Sediment Control	LS	1		
4	Traffic Control	LS	1		
5	SCIIP Construction Sign	LS	1		
6	Bypass Pumping (above 2.0 MGD)	LS	1		
7	Temporary Wetland/Stream/Creek Crossing	EA	2		
8	Riprap Slope Stabilization	SY	100		
<b>Gravity Sewer and Manhole Rehabilitation (MH 1-28) (MH 158, 160, 173, 181, 183, 373, 260, 297) (161 – 160)</b>					
9	15 inch CIPP Lining	LF	391		
10	Manhole Rehabilitation using epoxy liner	VF	335		
11	Replace Frame and Cover	EA	1		
12	Rebuild Bench and Invert	EA	1		
13	Manhole Injection Grouting	GA	180		
14	Exterior Parging	EA	9		
15	Water Tight Manhole Lid	EA	32		
16	Vent Pipes	EA	7		
17	Structural Fill (No. 57 Stone)	CY	100		
18	Clearing and Grubbing	AC	1		
<b>Total of All Unit Price Base Bid Items</b>					<b>\$</b>

#### 2. Unit Price Alternates Additive

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>Manhole Rehabilitation</b>					
19	Manhole Rehabilitation using epoxy liner	VF	400		
20	Replace Frame and Cover	EA	4		
21	Replace Precast Cone/Chimney	EA	20		
22	Rebuild Bench and Invert	EA	7		
23	Manhole Injection Grouting	GA	140		
24	Water Tight Manhole Lid	EA	28		

25	Vent Pipes	EA	5		
26	Structural Fill (No. 57 Stone)	CY	100		
27	Asphalt golf cart path restoration	SF	800		
28	Clearing and Grubbing	AC	1		
<b>Total of All Unit Price Alternative Additive Items</b>					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**3.02 Total Bid Price (Unit Price Base Bid and Unit Price Alternative)**

Total Bid Price (Total of all Unit Base Bid plus Unit Price Additive Alternative)	\$
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**ARTICLE 4—EVALUATION OF BIDS**

4.01 Bids will be evaluated in accordance with Article 18 of the Instructions to Bidders.

**ARTICLE 5—TIME OF COMPLETION**

- 5.01 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.
- 5.02 Bidder agrees that the Work will be substantially complete within **75** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **105** calendar days after the date when the Contract Times commence to run.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 6.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for **120** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 6.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 6.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date

## ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 7.01 *[Bidder's Representations]*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## 7.02 *Bidder's Certifications*

### A. The Bidder certifies the following:

1. 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 collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.A:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
5. Byrd Anti-Lobbying Amendment:
  - a. Bidder who has submitted a bid of \$100,000.00 certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, Grant or any other Award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward to the awarding agency.
6. Debarment and Suspension:
  - a. The Bidder certifies that it nor its affiliates are not listed on the government-wide exclusions in SAM, in accordance with OMB guidelines at 2 C.F.R. 180 and 2 C.F.R. 1200 that implement Executive Orders 12540 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension".
  - b. The Bidder must comply with these requirements and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Bidder did not comply with these requirements in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Bidder agrees to comply with these requirements while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions. |

BIDDER hereby submits this Bid as set forth above:

**Bidder:**

---

*(typed or printed name of organization)*

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

*(individual's signature)*

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

*(typed or printed)*

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

*(typed or printed)*

Date: \_\_\_\_\_

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

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

*(individual's signature)*

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

*(typed or printed)*

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

*(typed or printed)*

Date: \_\_\_\_\_

*(typed or printed)*

Address for giving notices:

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**Bidder's Contact:**

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

*(typed or printed)*

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

*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address:

---

---

Bidder's Contractor License No.: (if  
applicable) \_\_\_\_\_

## List of Proposed Subcontractors

[

### **Erosion and Sediment Control**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

### **Traffic Control**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

### **Manhole Rehabilitation Installer**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

### **Cured-In-Place Pipe Installer**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

### **Bypass**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

### **CCTV Inspection**

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

Address: \_\_\_\_\_

S.C. License No.: \_\_\_\_\_

## **List of Proposed Major Suppliers**

[

### A. Manhole Lining Systems (Calcium Aluminate and Epoxy Systems)

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

Address: \_\_\_\_\_

### B. Cured-In-Place Pipe

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

Address: \_\_\_\_\_

|

**SECTION 00 52 13**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between [Oconee Joint Regional Sewer Authority] ("Owner") and [ ] ("Contractor").

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

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: The work will consist of rehabilitation of existing gravity sewer manholes in the Oconee Joint Regional Sewer Authority's (OJRSA) system within existing OJRSA easements and South Carolina Department of Transportation (SCDOT) Right-of-Ways ROW. The work consists of approximately 391 LF of 15" Cured-In-Place Pipe, 70 manhole rehabilitation using calcium aluminum cementitious liner system with epoxy, pressure grouting interior manholes for leak prevention, replace and removal of select frame and covers, select manhole cone/chimney replacement, and flow control/bypass pumping associated stream crossing, soil stabilization, dewatering and site restoration.

[.]

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work will consist of rehabilitation of existing gravity sewer manholes in the Oconee Joint Regional Sewer Authority's (OJRSA) system within existing OJRSA easements and South Carolina Department of Transportation (SCDOT) Right-of-Ways ROW. The work consists of approximately 391 LF of 15" Cured-In-Place Pipe, 70 manhole rehabilitation using calcium aluminum cementitious liner system with epoxy, pressure grouting interior manholes for leak prevention, replace and removal of select frame and covers, select manhole cone/chimney replacement, and flow control/bypass pumping associated stream crossing, soil stabilization, dewatering and site restoration.

[.]

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained [Ardurra Group, Inc] ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by [Engineer].

**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **75** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **105** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s) : |

4.05 *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 and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion:* Contractor shall pay Owner **\$810** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner **\$10** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor the Contract Price for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract: |

A. For all Unit Price Work other than Unit Price Work, a lump sum of \$ \_\_\_\_\_.

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

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

## UNIT PRICE BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>General Construction -</b>					
1	Mobilization (not to exceed 5% of Base Bid)	LS	1		
2	Bonds and Insurance	LS	1		
3	Erosion and Sediment Control	LS	1		
4	Traffic Control	LS	1		
5	SCIIP Construction Sign	LS	1		
6	Bypass Pumping (above 2.0 MGD)	LS	1		
7	Temporary Wetland/Stream/Creek Crossing	EA	2		
8	Riprap Slope Stabilization	SY	100		
<b>Gravity Sewer and Manhole Rehabilitation (MH 1-28) (MH 158, 160, 173, 181, 183, 373, 260, 297) (161 – 160)</b>					
9	15 inch CIPP Lining	LF	391		
10	Manhole Rehabilitation using epoxy liner	VF	335		
11	Replace Frame and Cover	EA	1		
12	Rebuild Bench and Invert	EA	1		
13	Manhole Injection Grouting	GA	180		
14	Exterior Parging	EA	9		
15	Water Tight Manhole Lid	EA	32		
16	Vent Pipes	EA	7		
17	Structural Fill (No. 57 Stone)	CY	100		
18	Clearing and Grubbing	AC	1		

## Unit Price Alternates Additive

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>Manhole Rehabilitation</b>					
19	Manhole Rehabilitation using epoxy liner	VF	400		
20	Replace Frame and Cover	EA	4		
21	Replace Precast Cone/Chimney	EA	20		
22	Rebuild Bench and Invert	EA	7		
23	Manhole Injection Grouting	GA	140		
24	Water Tight Manhole Lid	EA	28		
25	Vent Pipes	EA	5		
26	Structural Fill (No. 57 Stone)	CY	100		
27	Asphalt golf path restoration	SF	800		
28	Clearing and Grubbing	AC	1		

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) \$number .
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. |

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 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 Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
  - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **[90]** percent of the value of the Work completed and materials and equipment stored on site (with the balance being retainage).|
- B. Within 60 days of submission of a pay application and one of the following events: i) issuance of a certificate of Substantial Completion , or (ii) beneficial use and occupancy by the Owner, Owner shall, with written consent of the Surety, release the retainage, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. *Early Finishing Trades.* Full payment, less authorized deductions, shall also be made for those trades that have reached one hundred percent (100%) completion of their contract by or before the Project is fifty percent (50%) complete if the Contractor has performed satisfactorily. However, payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the architect of record or applicable engineer that the work performed by the subcontractor is acceptable and in accordance with the Contract Documents. At that time, the Owner shall reduce the retainage for such trades to five-tenths percent (0.5%) of the Contract. Payments under this subsection shall be made no later than 60 days following receipt of the subcontractor's request or immediately upon receipt of the surety's consent, whichever occurs later. Early finishing trades under this subsection shall include structural steel, piling, caisson, and demolition.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at any time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of [0] percent per month.

## **ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. [This Agreement.]
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).  
[ ]
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference)
6. Drawings (not attached but incorporated by reference) consisting of [37] sheets with each sheet bearing the following general title: [OJRSA Manhole Rehabilitation].
7. [Addenda (numbers [ ] to [ ], inclusive).]  
[ ]
8. [Exhibits to this Agreement (enumerated as follows):
  - a. [Bid Form for Construction Contract]
  - b. insert any other exhibits ]
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Contingency Work Authorization
  - f. Warranty Bond, if any. ]

- B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *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 8.02:
  - 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 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.
- B. Contractor understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
- C. Contractor hereby certifies, (1) that it has or will register and participate in E-Verify or any successor program to verify the employment authorization of all new employees, and (2) that it will require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in E-Verify.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are 00 72 00, Standard General Conditions for the Construction Contract , published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(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.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

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

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

## SECTION 32 92 19 SEEDING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fertilizing.
  - 2. Seeding.
  - 3. Hydroseeding.
  - 4. Mulching.
  - 5. Maintenance.
  
- B. Related Sections:
  - 1. Section 32 84 00 - Planting Irrigation: Irrigation system for seeded areas.
  - 2. Section 32 91 19 - Landscape Grading: Preparation and placement of topsoil in preparation for the Work of this Section.
  - 3. Section 32 92 23 - Sodding.
  - 4. Section 32 93 00 - Plants.

#### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. General: Work of this Section will not be measured for payment but is included in the unit cost for the various utilities and structures installed.

#### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM C602 - Standard Specification for Agricultural Liming Materials.
  
- B. SCDOT Standard Specifications:
  - 1. Standard Specifications for Highway Construction, latest edition, published by the South Carolina Department of Transportation.

#### 1.4 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

#### 1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
  
- B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.
  
- C. Test Reports: Indicate topsoil nutrient and pH levels with recommended soil supplements and application rates.

- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Invoices or proof of purchase to verify quantities specified.
- F. Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; and, types, application frequency, and recommended coverage of fertilizer.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with SC DOT, latest edition for Highway Construction, published by SC Department of Transportation Standard Specifications.
- B. Maintain copy of document on site.

#### 1.7 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing products specified in this Section with minimum 3 years documented experience.
- B. Installer: Company specializing in performing work of this Section with minimum 5 years documented experience.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers showing percentage of seed mix, germination, inert matter and weeds; year of production; net weight; date of packaging; and location of packaging. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

#### 1.9 MAINTENANCE SERVICE

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance service.
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition for minimum of three cuttings.

### PART 2 PRODUCTS

#### 2.1 TOPSOIL MATERIALS

- A. Original surface soil typical of the area, which is capable of supporting native plant growth; free of large stones, roots, waste, debris, contamination, or other unsuitable material, which may be detrimental to plant growth; pH value of 5.4 to 7.0.

## 2.2 SEED MIXTURE

- A. Furnish materials in accordance with South Carolina Board of Agriculture rules and regulations as specified in SCDOT Standard Specifications for Highway Construction, latest edition, published by the SC Department of Transportation.
- B. Seed Mixture and Rate:
  - 1. Upper State:

Tall fescue (KY-31)	75 lbs/acre
Perennial Ry Grass	15 lbs/acre
Sericea lespedeza	50 lbs/acre
Korean lespedeza	15 lbs/acre

- 2. Lower State:

Carpet Grass	10 lbs/acre
Sericea lespedeza	50 lbs/acre
Kobe lespedeza	15 lbs/acre

## 2.3 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
- B. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil, as indicated in analysis. When test is not available, use 10-10-10 mixture of Nitrogen, phosphoric acid, and soluble potash.
- C. Lime: ASTM C602, Class T or Class O agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
- D. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- E. Erosion Fabric: Jute matting, open weave.
- F. Herbicide: As required to combat type of weeds encountered.
- G. Stakes: Softwood lumber, chisel pointed.
- H. String: Inorganic fiber.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting Work.
- B. Verify prepared soil base and topsoil are ready to receive the Work of this Section.

### 3.2 FERTILIZING

- A. Apply lime at application rate recommended by soil analysis. Work lime into top 6 inches of soil.
- B. Apply fertilizer at application rate recommended by soil analysis.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine used to apply seed.
- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

### 3.3 SEEDING

- A. Apply seed evenly in two intersecting directions at the rates shown above. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: In accordance with Section 810 of South Carolina Department of Transportation Technical Specification for Seeding.
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding and rolling, apply mulch to thickness of 1/8 inch. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

### 3.4 HYDROSEEDING

- A. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at rate of 6 lbs per 1,000 square feet evenly in one pass.
- B. Apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.

### 3.5 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery. Set string height to 12 inches. Space stakes at 5 feet on center.
- B. Cover seeded slopes where grade is greater than 3 H:1 V with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

### 3.6 MAINTENANCE

- A. Mow grass at regular intervals to maintain at maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- G. Immediately reseed areas showing bare spots.
- H. Repair washouts or gullies.
- I. Protect seeded areas with warning signs during maintenance period.

### 3.7 SCHEUDLE

- A. Lawn Area: Mix Type 1, 4-inch top soil.
- B. Pond Slopes: Mix type 2, 4-inch top soil.

END OF SECTION

SECTION 32 92 23  
SODDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Fertilizing.
  - 2. Sod installation.
  - 3. Maintenance.
- B. Related Sections:
  - 1. Section 32 92 19 - Seeding.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. General: Work of this Section will not be measured for payment but is included in the unit cost for the various utilities and structures installed.

1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM C602 - Standard Specification for Agricultural Liming Materials.
- B. SC DOT Standard Specifications:
  - 1. SC DOT Standard Specifications for Highway Construction, latest edition, published by the SC Department of Transportation.
- C. Turfgrass Producers International:
  - 1. TPI - Guideline Specifications to Turfgrass Sodding.

1.4 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for sod grass species, fertilizer, mulch, and other accessories.
- C. Test Reports: Indicate topsoil nutrient and pH levels with recommended soil supplements and application rates.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- E. Invoices or proof of purchase to verify quantities specified.

## 1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Operation and Maintenance Data: Submit maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

## 1.7 QUALITY ASSURANCE

- A. Sod: Root development capable of supporting its own weight without tearing, when suspended vertically by holding upper two corners.
- B. Perform Work in accordance with SCDOT Standard Specifications for Highway Construction, latest edition, published by the SC Department of Transportation.
- C. Maintain one copy of document on site.

## 1.8 QUALIFICATIONS

- A. Sod Producer: Company specializing in manufacturing Products specified in this Section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets. Protect exposed roots from dehydration.
- B. Do not deliver more sod than can be laid within 24 hours.

## 1.10 COORDINATION

- A. Coordinate with installation of underground sprinkler system piping and watering heads.

# PART 2 PRODUCTS

## 2.1 GENERAL

- A. Furnish materials in accordance with South Carolina Board of Agriculture rules and regulations as specified in SCDOT Standard Specifications for Highway Construction, latest edition, published by the SC Department of Transportation.

## 2.2 TOPSOIL MATERIALS

- A. Conform to Section 32 91 19 - Landscape Grading: Original surface soil typical of the area, which is capable of supporting native plant growth; free of large stones, roots, waste, debris,

contamination, or other unsuitable material, which may be detrimental to plant growth; pH value of 5.4 to 7.0.

## 2.3 SOD

A. Sod: TPI defined Field grown; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no more than five weeds per 1,000 square feet.

<b>Cool Season Grasses</b>	<b>Varieties</b>	<b>Region</b>
Kentucky Bluegrass Blend		Mountains
Tall Fescue Blend	Adventure, Brookston, Falcon, Finelawn, Galway, Houndog, Jaguar, Olympic, Rebel	Mountains and Piedmont
Tall Fescue/Kentucky Bluegrass Blend		Mountains and Piedmont
<b>Warm Season Grasses</b>	<b>Varieties</b>	<b>Region</b>
Hybrid Bermuda Grass	Vamont, Tifway, Tifway II, Tifgreen	Piedmont and Coastal Plain
Zoysia Grass	Emerald, Meyer	Piedmont and Coastal Plain
Centipede Grass	No improved varieties	Piedmont and Coastal Plain
St. Augustine Grass	Raleigh	Piedmont and Coastal Plain

## 2.4 ACCESSORIES

A. Fertilizer: Commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil, as indicated in analysis. When test is not available, use 10-10-10 mixture of Nitrogen, phosphoric acid, and soluble potash.

B. Lime: ASTM C602, Class T or Class O agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.

C. Water: Clean, fresh, and free of substances or matter capable of inhibiting vigorous growth of grass.

D. Herbicide: As required to combat type of weeds encountered.

E. String: Inorganic fiber.

F. Wood Pegs: Softwood, sufficient size and length to anchor sod on slope.

G. Surface Mesh: Interwoven hexagonal plastic mesh of 2 inch size.

## 2.5 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with TPI guidelines.
- B. Cut sod in area not exceeding 1 sq yd, with minimum 1/2 inch and maximum 1 inch topsoil base.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify prepared soil base and topsoil are ready to receive the Work of this Section.

### 3.2 FERTILIZING

- A. Apply lime at the application rate recommended by topsoil analysis or 2 tons per acre (100 pounds per 1000 square feet). Work lime into top 6 inches of soil.
- B. Apply fertilizer at application rate recommended by soil analysis or 1,000 lbs per acre (25 pounds per 1,000 square feet) of 10-10-10 fertilizer in fall or 5-10-10 fertilizer in spring.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time sod is applied.
- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

### 3.3 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 48 hours of being cut and within 24 hours after topsoil is prepared and fertilized.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas.
- E. Place top elevation of sod 1/2 inch below adjoining paving.
- F. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. When using "big roll", lay sod parallel to slope. Drive pegs flush with soil portion of sod.
- G. Do not place sod when temperature is lower than 32 degrees F.

- H. Prior to placing sod, on slopes exceeding 8 inches per foot or where indicated, place surface mesh over topsoil. Securely anchor mesh in place with wood pegs sunk firmly into ground.
- I. Water sodded areas immediately after installation. Saturate soil to 4 inches.
- J. After sod and soil have dried, roll sodded areas to bond sod to soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 112 pounds.
- K. Roll before first watering.

END OF SECTION

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**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**Encroachment Permit**

Permit No : 280259

Permit Decision Date :  
5/17/2024

Expiration Date : 5/17/2025

Type Permit :SC  
INFRASTRUCTURE  
INVESTMENT  
PROGRAM

Location:

<u>District</u>	<u>Work County</u>	<u>Type</u>	<u>Route</u>	<u>Aux</u>	<u>Begin MP</u>	<u>End MP</u>
3	Oconee, SC	SC	11	None	12.406	12.356
3	Oconee, SC	S-	49	None	1.615	1.573
3	Oconee, SC	S-	50	None	3.659	3.659
3	Oconee, SC	S-	20	None	7.875	7.912

Contact Information

Applicant: OconeeJointRegionalSewerAuthority

Phone:

Contact: Joseph Swaim - WK Dickson 704-227-3445

Address: 623 Return Church Road,

City: Seneca

State: SC

Zip: 29678

Comments

The first project area (Project 1c & 4) begins where Coneross Creek intersects Radisson Road and continues along the creek through the intersections with Armstrong Road and SC Highway 11, ending about 1.5 miles East of Westminster. The second project area (Project 9) starts at the southern edge of Westminster limits and follows along Dr. Johns Road until it crosses near Turkey Nest Drive.

Special Provisions:

0004 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.

0101 - SHOULDER SOD DESTROYED BY THIS INSTALLATION TO BE REPLACED FOR THE ENTIRE AREA. THE AREA SHALL BE RE-SHAPED AND ROLLED TO THE CROSS SECTION EXISTING PRIOR TO THIS WORK.

0102 - BORE PITS SHALL BE CLOSED IMMEDIATELY AFTER INSTALLATION.

0104 - ALL VALVES AND MANHOLES SHALL CONFORM TO THE EXISTING

ELEVATION OF THE ROADWAY OR SHOULDER AND CONFORM TO THE ACCEPTED STANDARD. THE VALVES WILL BE LOCATED OUT OF THE PAVEMENT. THEY SHALL NOT BE PLACED IN A DITCH FLOW LINE.

0107 - TRENCH TO BE PROPERLY BACK-FILLED AND THOROUGHLY TAMPED. THE ENTIRE DISTURBED AREA SHALL BE RE-SHAPED AND DRESSED OUT IN A WORKMANSHIP LIKE MANNER.

0109 - THE BORE SHALL BE MADE BY THE DRY BORE METHOD IN SUCH A MANNER AS NOT TO DISTURB THE PAVEMENT. THE BORE PIT MUST NOT BE CLOSER THAN FIVE (5) FEET FROM THE EDGE OF PAVEMENT. THE BORE DEPTH SHALL BE NOT LESS THAN 48" DEEP AT ANY POINT IN THE BORE. NOTICE SHALL BE GIVEN TO THE DEPARTMENT IMMEDIATELY IF THE BORE TURNS AND DAMANGES THE ROAD.

0112 - ALL WATER METERS, AIR VALVES, ELECTRIC TRANSFORMERS, CATV CONNECTION BOXES, TELEPHONE PEDESTALS, AND/OR OTHER UTILITY/SPLICE BOXES SHALL BE PLACED AT THE RIGHT-OF-WAY LINE.

0120 - RESTORATION OF PAVEMENT, SHOULDERS, DITCHES, ETC., TO BE PERFORMED AS SOON AS POSSIBLE AFTER CONSTRUCTION, OR SCHEDULED SO THAT THE CONSTRUCTION IS NO FURTHER THAN 2,000 L.F. AHEAD OF COMPLETE RESTORATION.

0125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

0209 - DISTURBED VEGETATION SHALL BE RESEEDED ACCORDING TO THE SPECIFICAION FOR HIGHWAY CONSTRUCTION.

0301 - THE DITCHES AND/OR SHOULDERS DISTURBED DURING THE INSTALLATION SHALL BE RE-ESTABLISHED TO PROPER GRADE, ORIGINAL CROSS SECTION, STABILIZED, AND ALL DRAIN PIPES CLEARED.

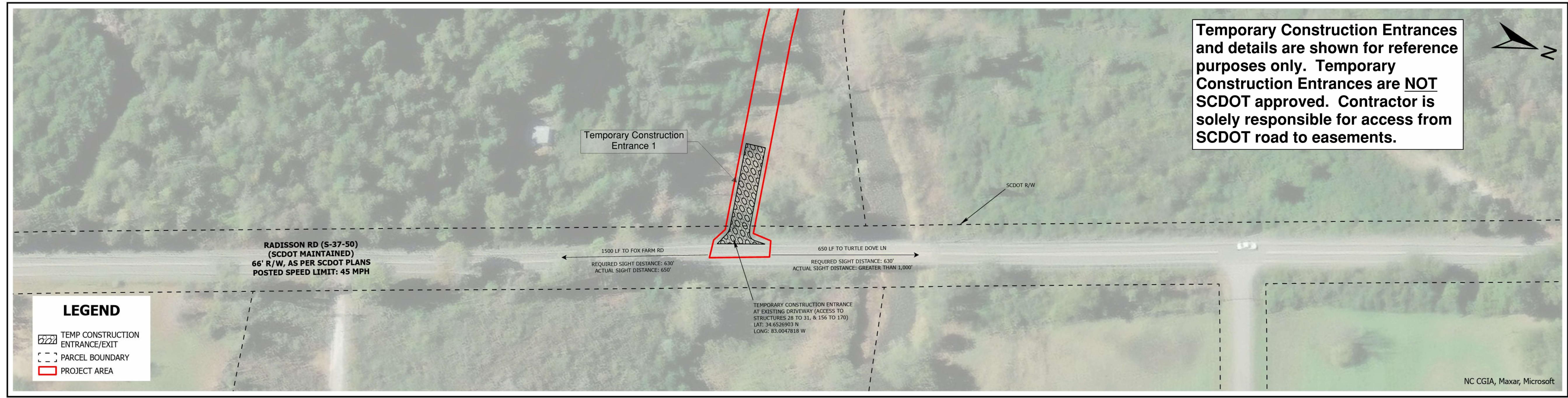
0302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.

0306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

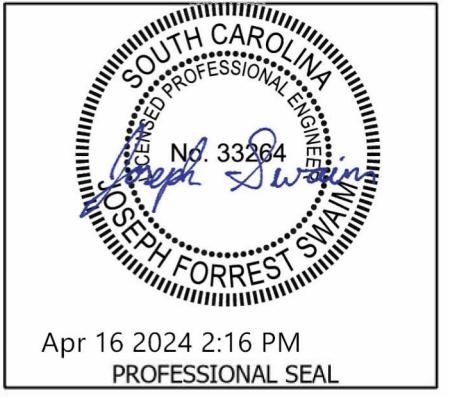
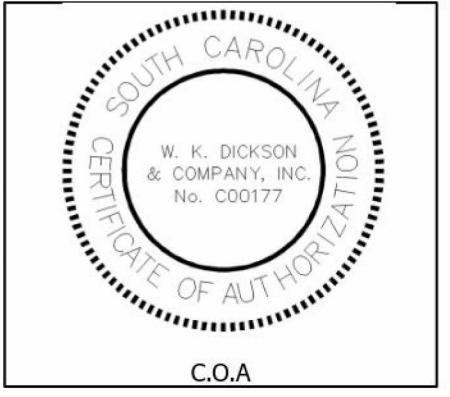
0310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.

0318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.

Permit shall adhere to and fall under Section 11-35-4230 of SC Law denoting latent defects shall be in effect for warranty for a period of 3 years beyond acceptance of the project (and bond released).



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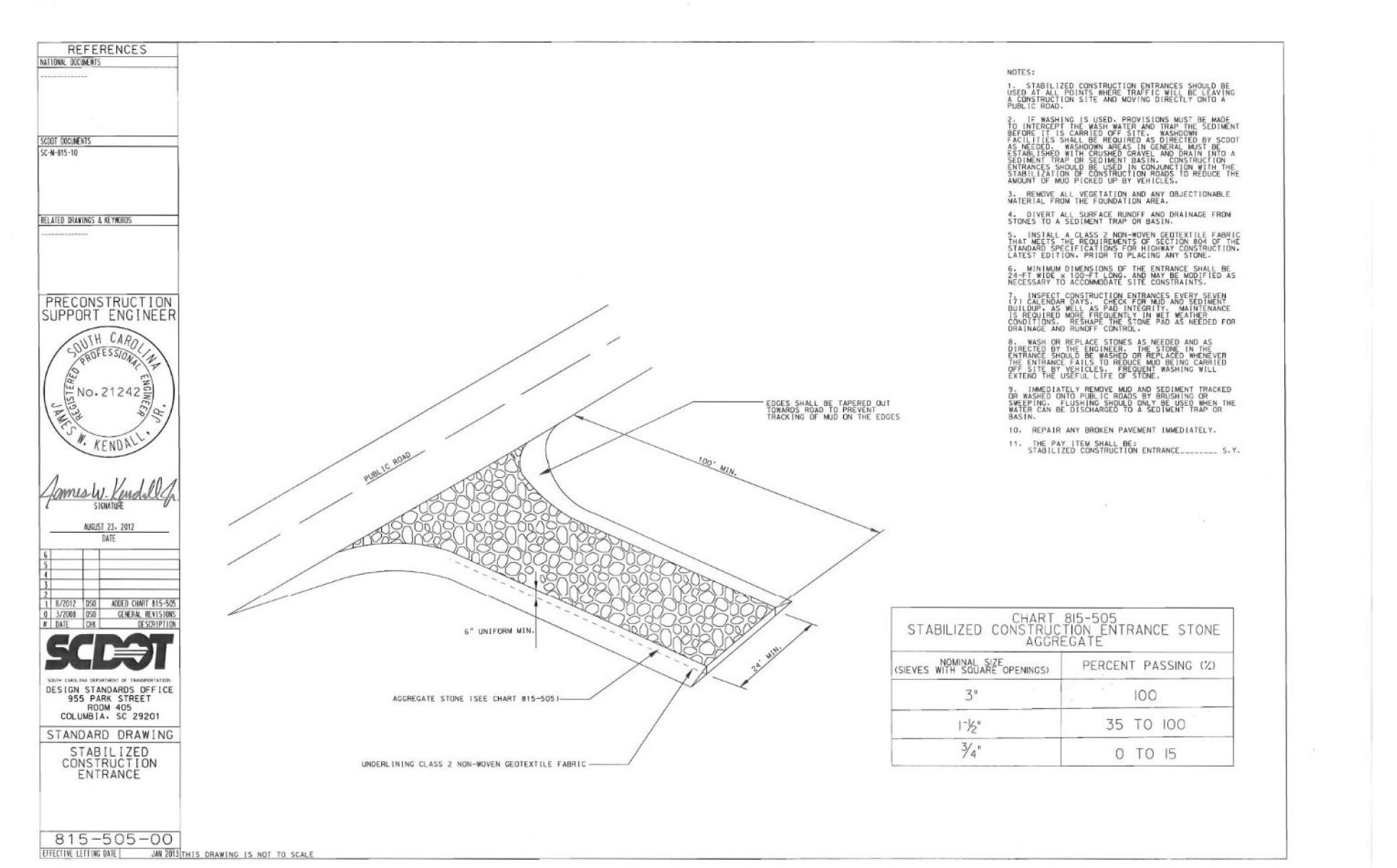
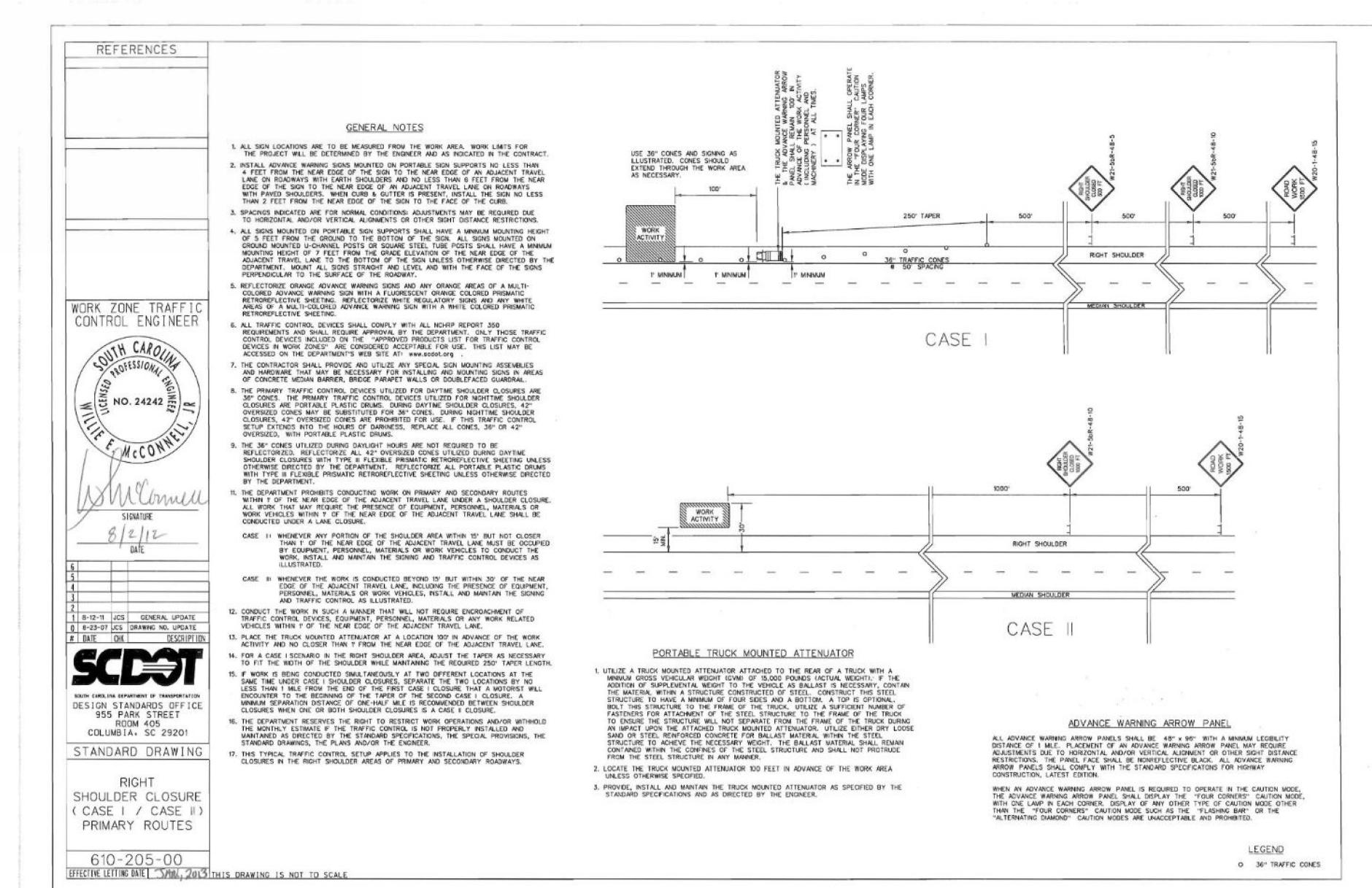
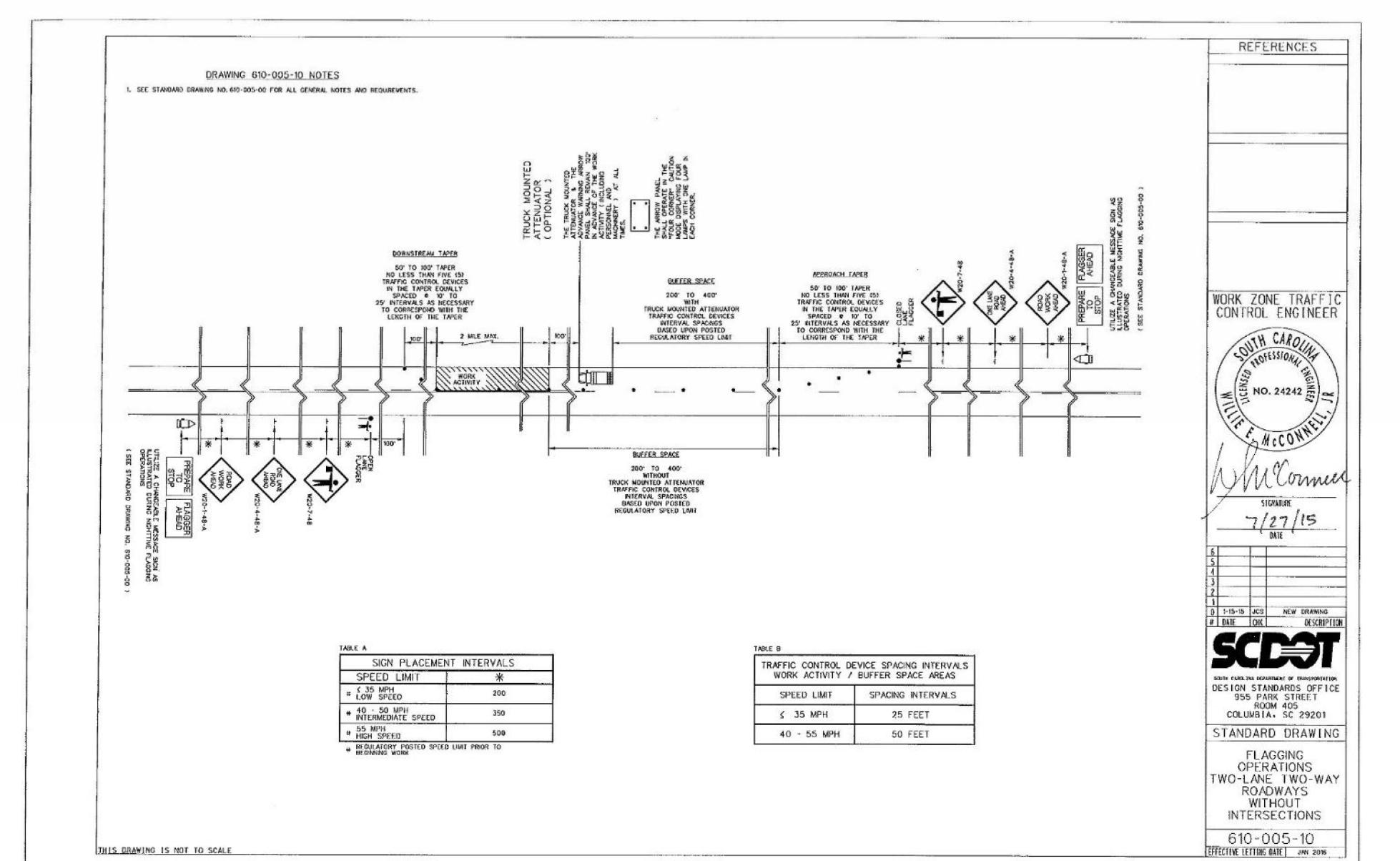


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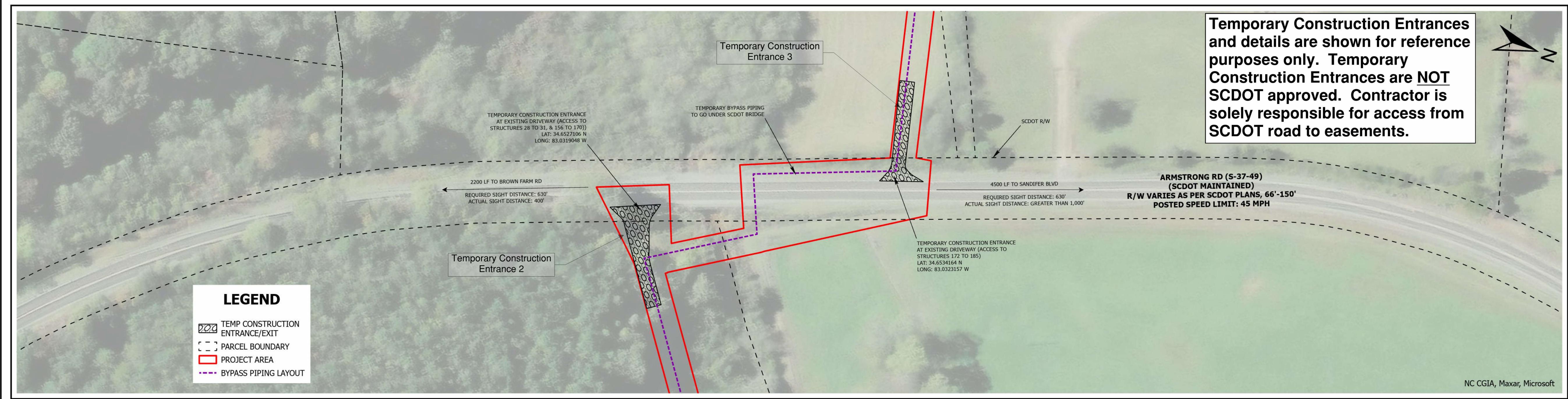
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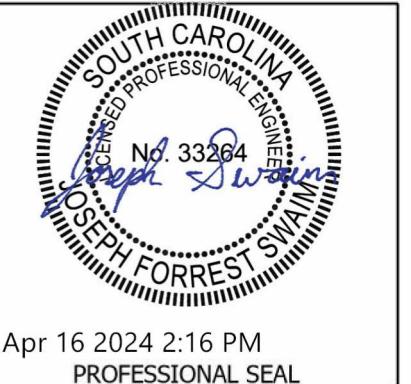
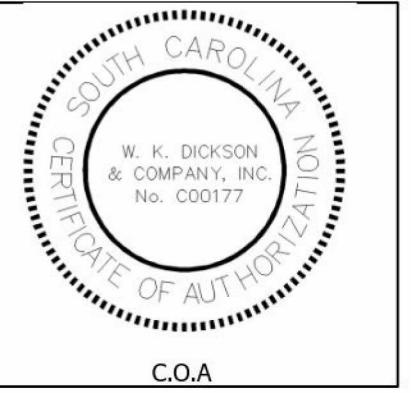


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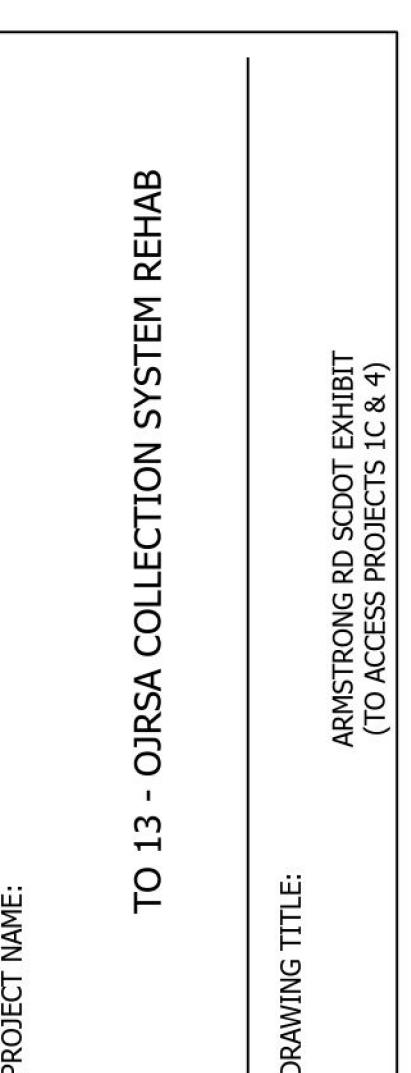
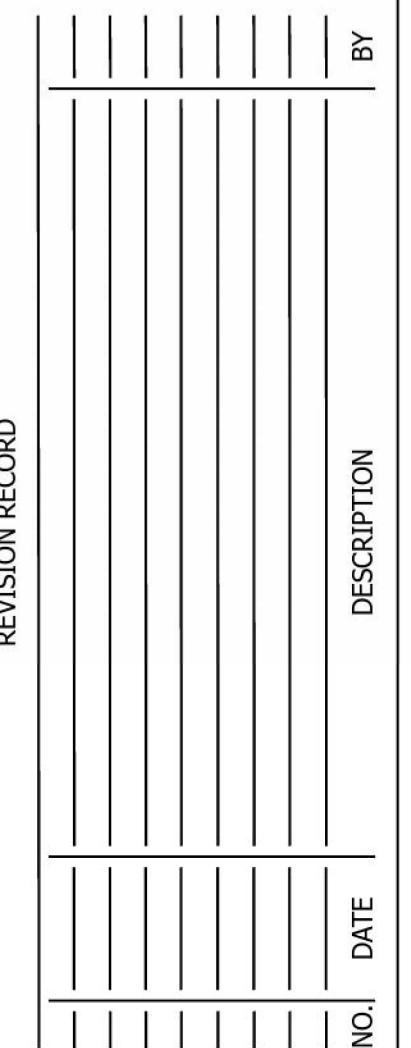


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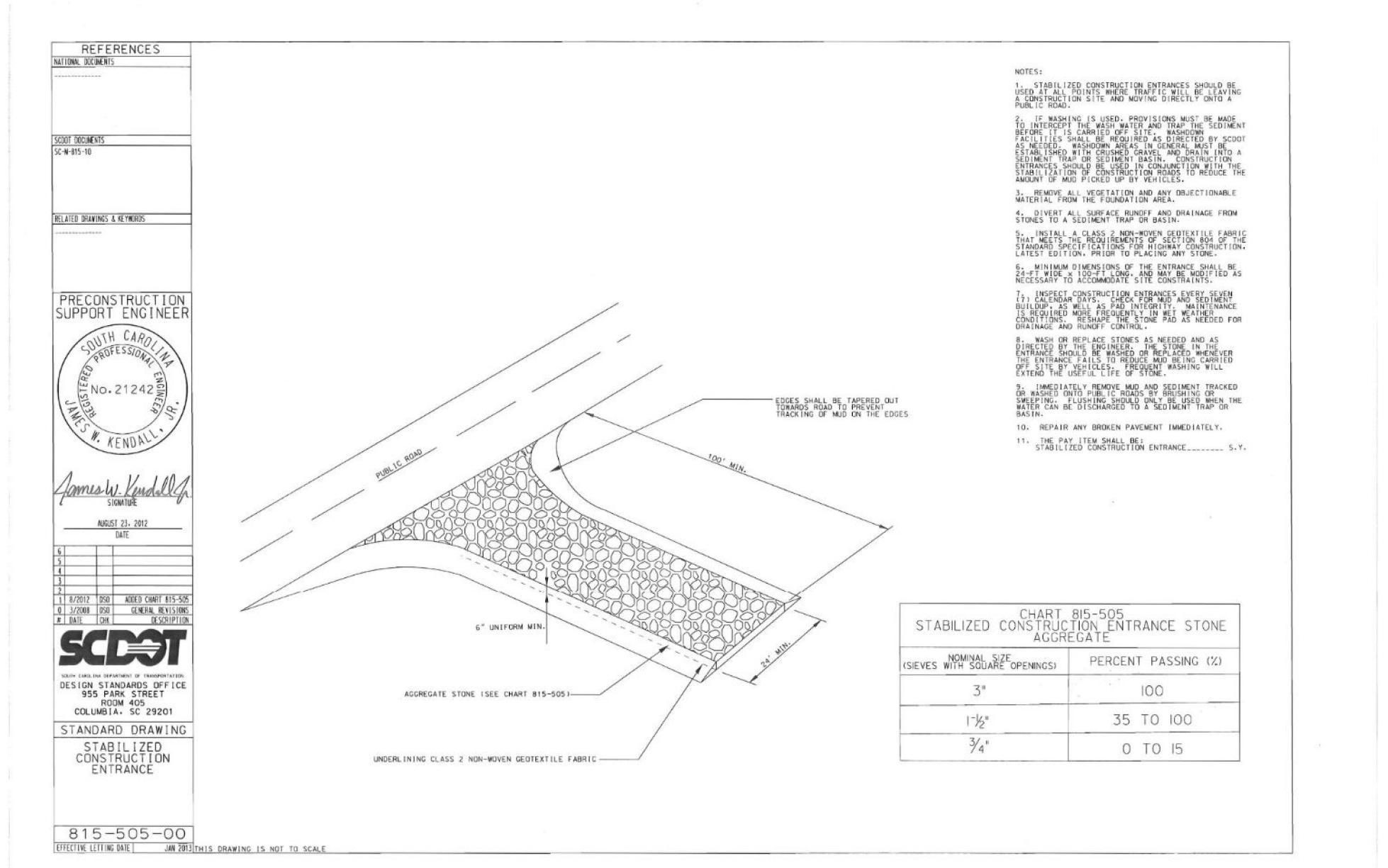
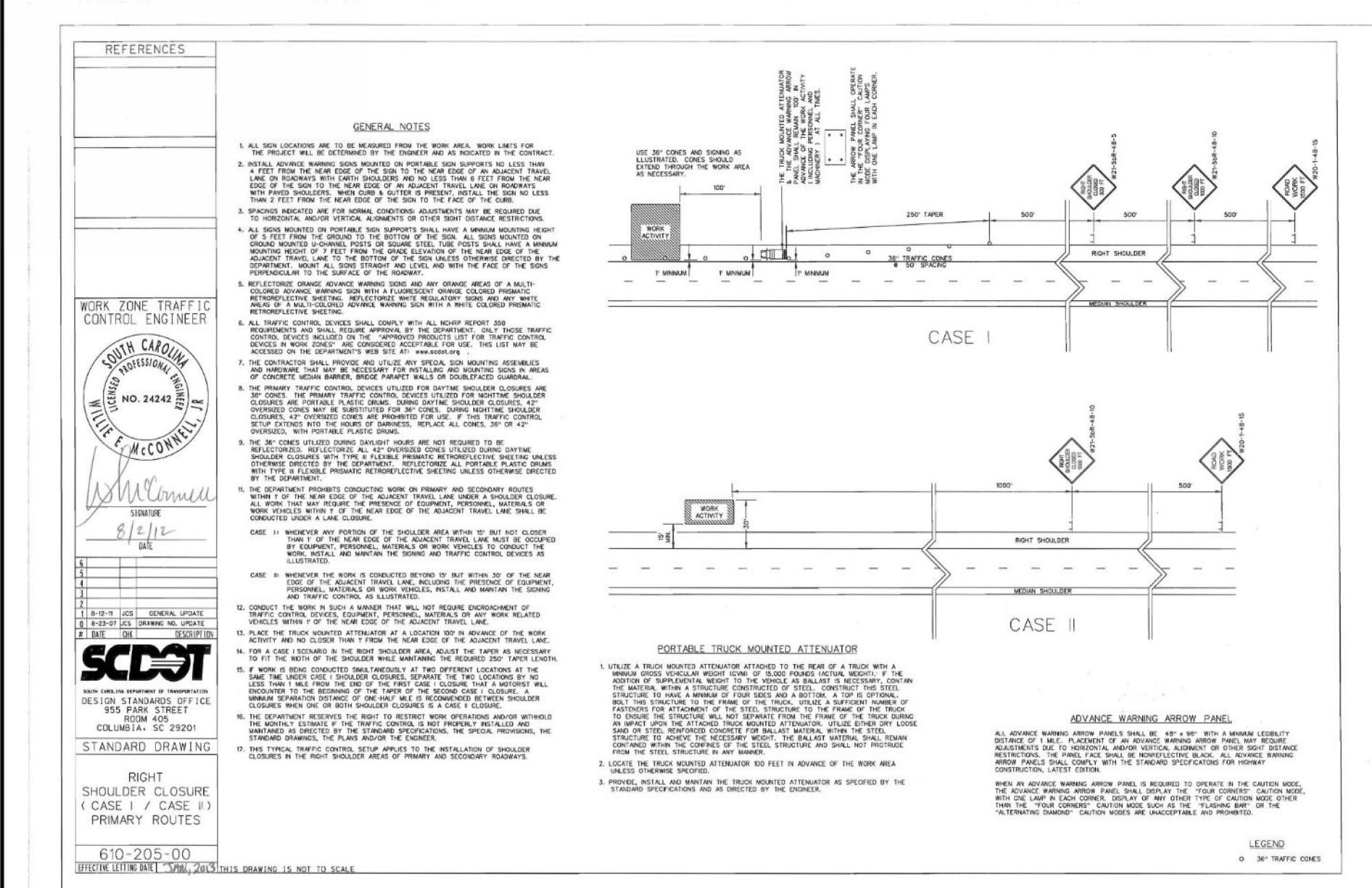
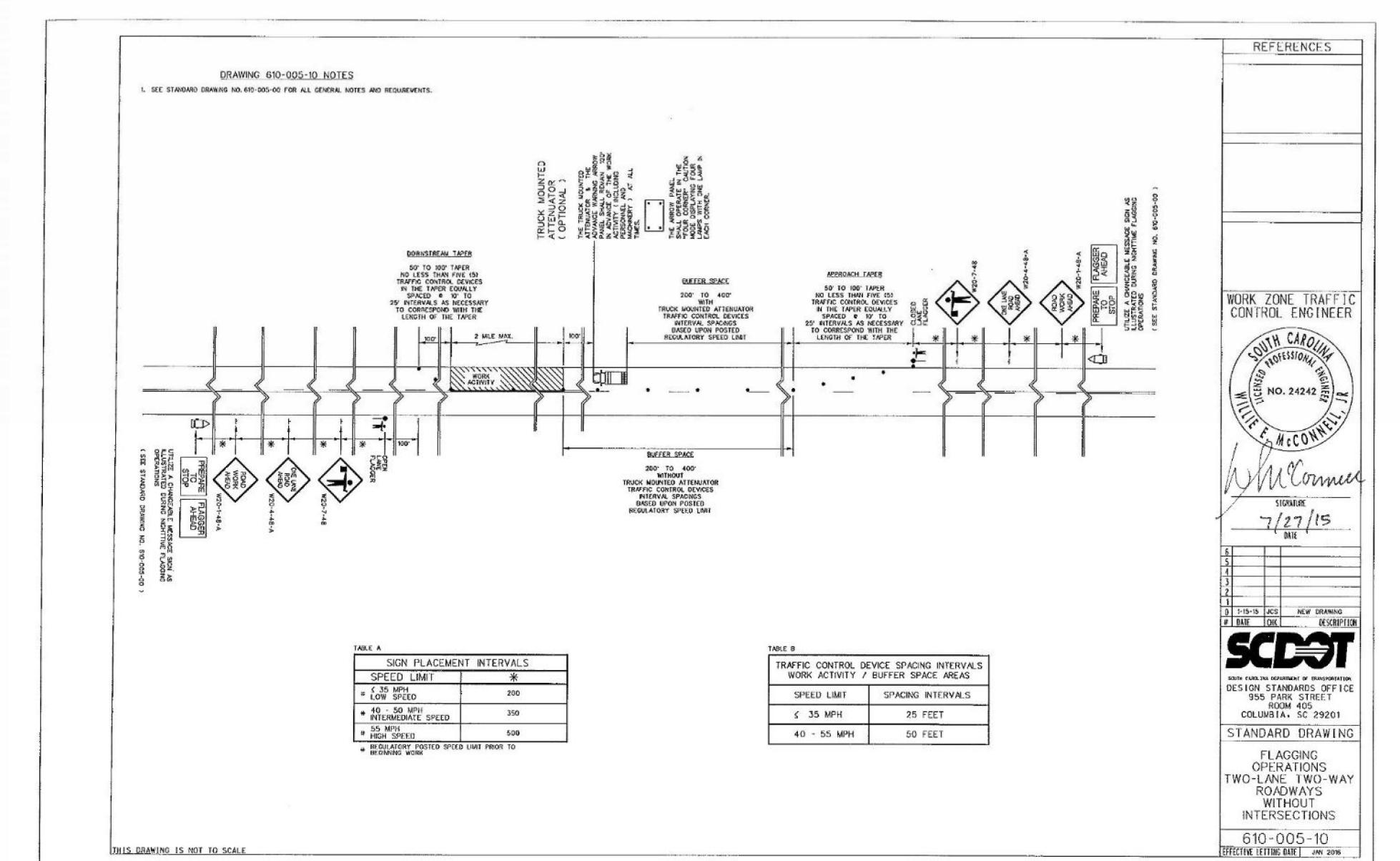


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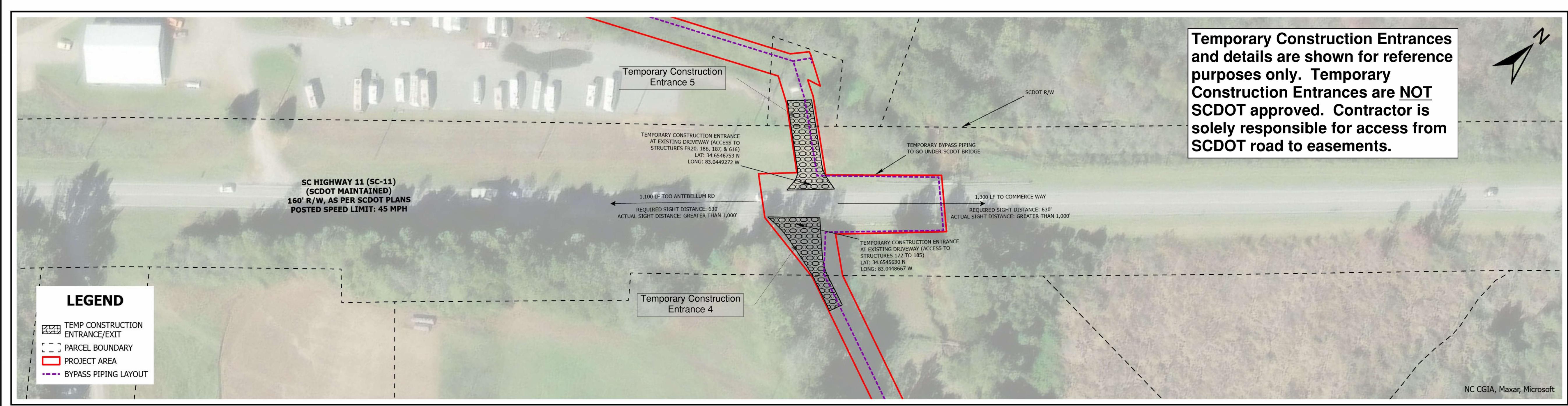


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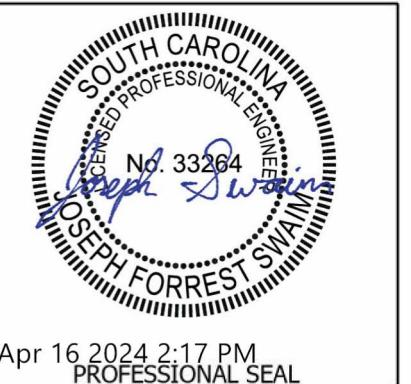
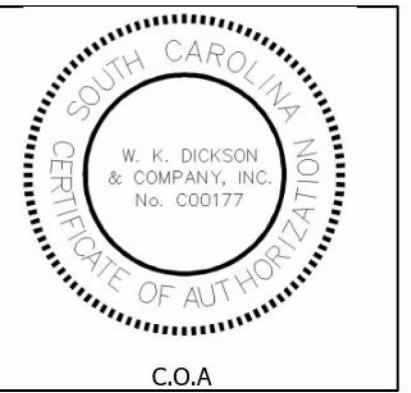


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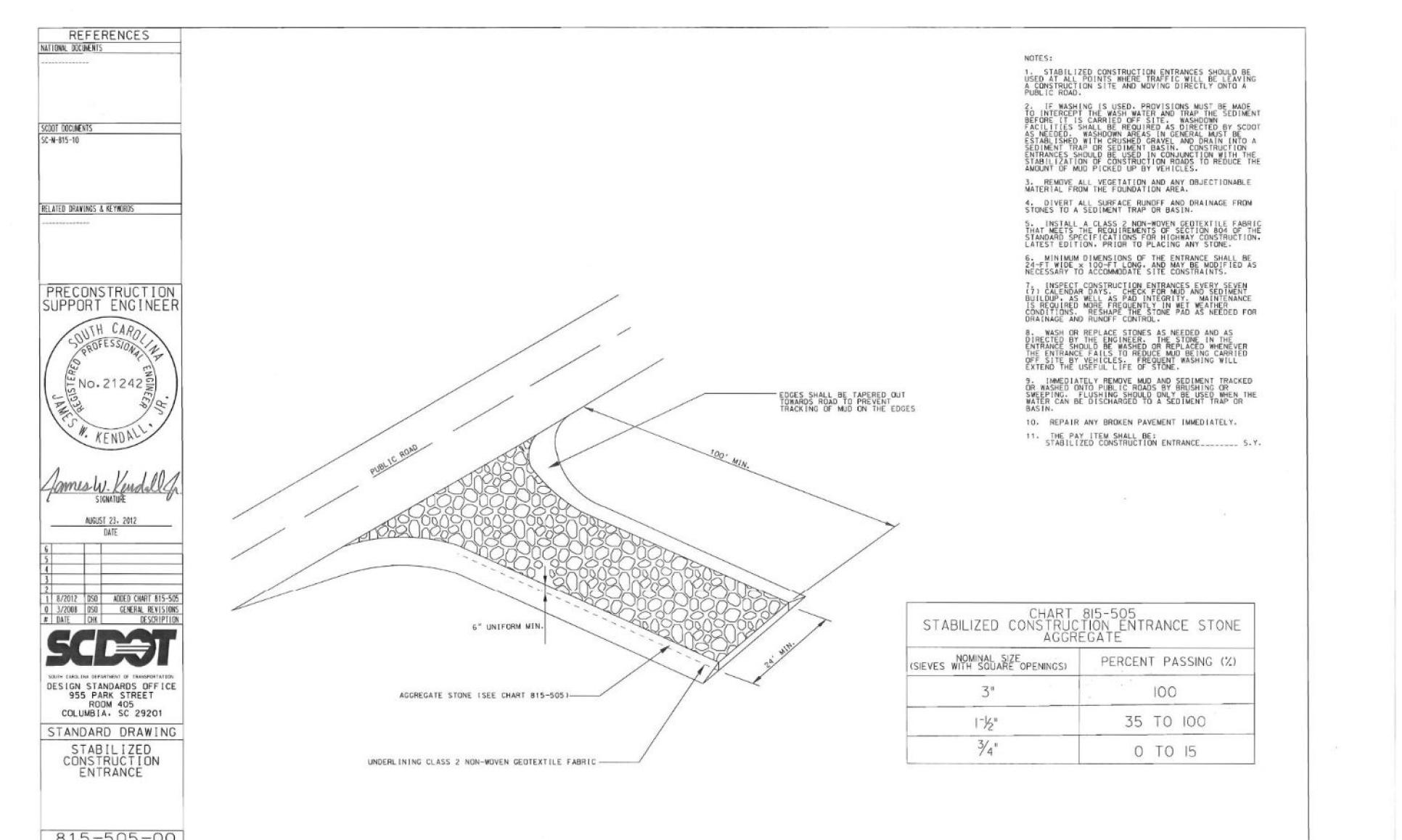
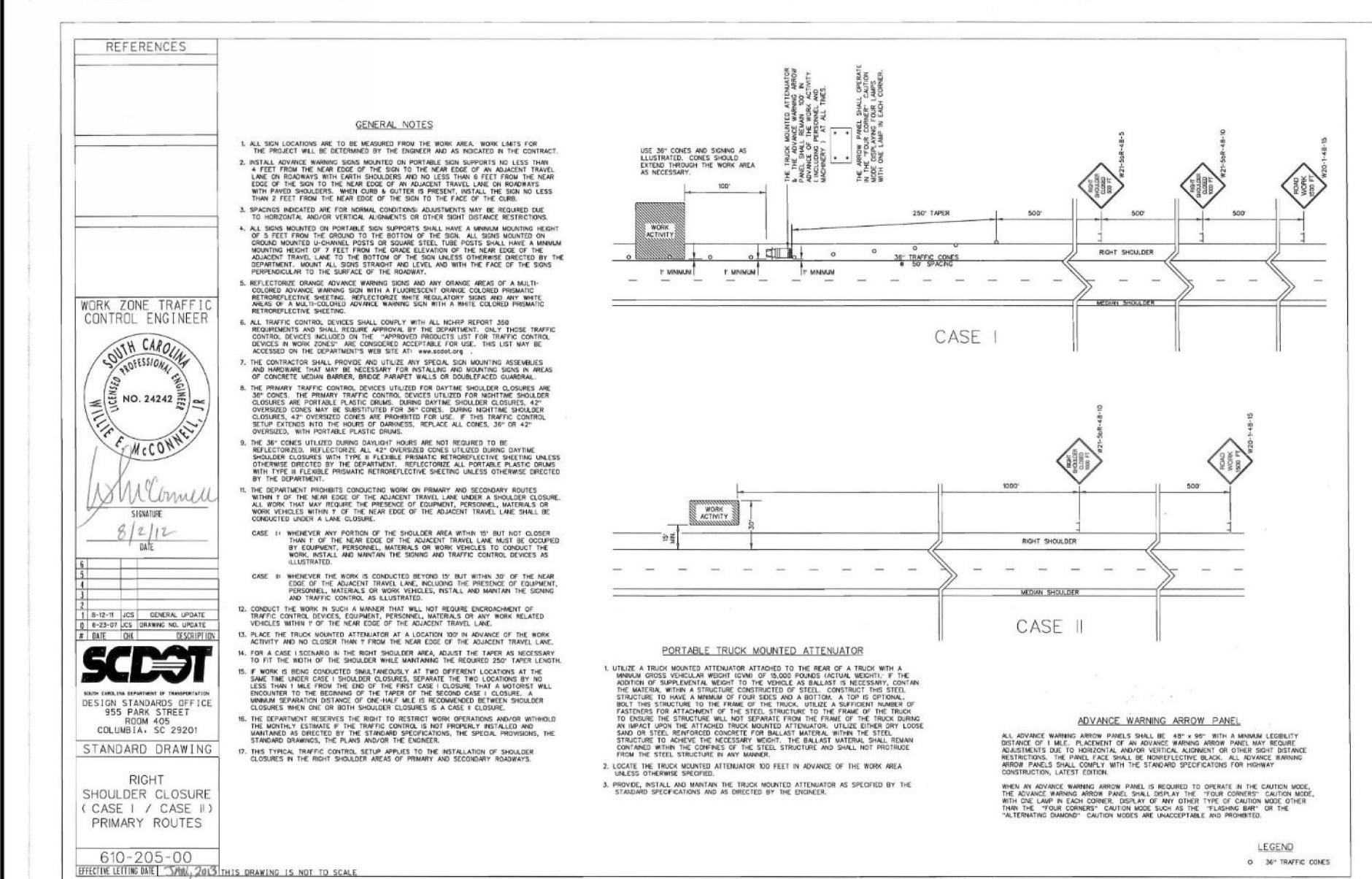
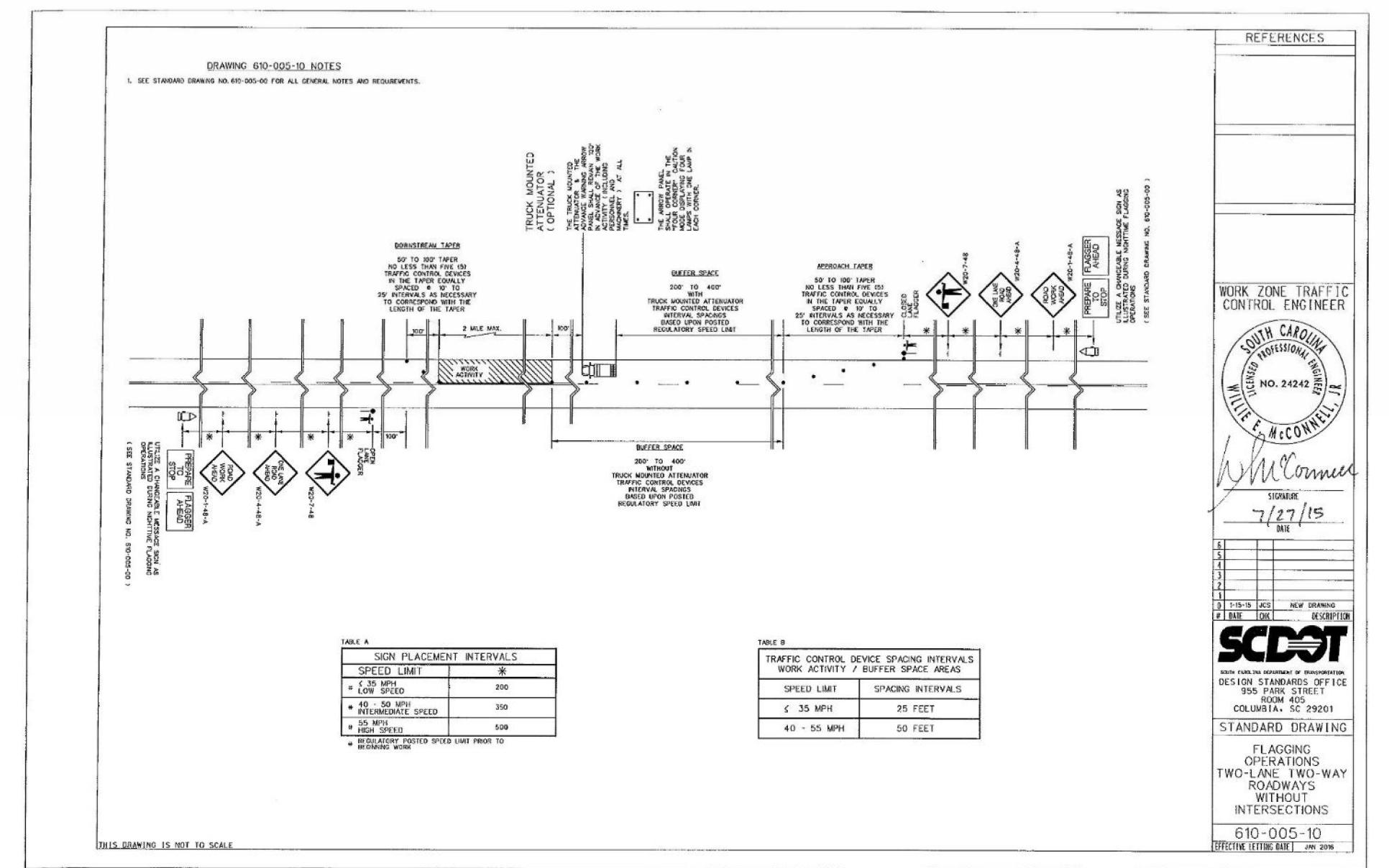
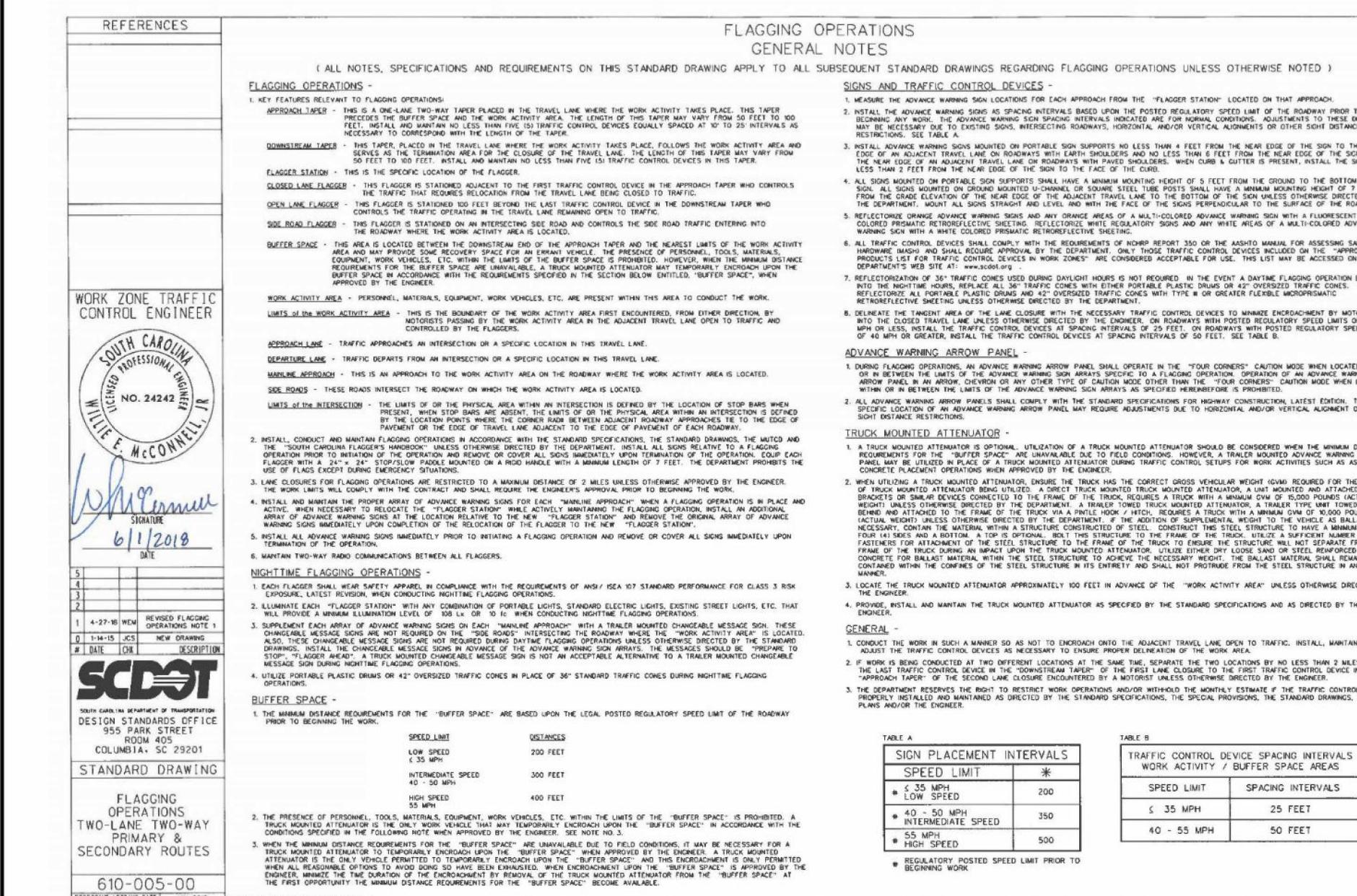


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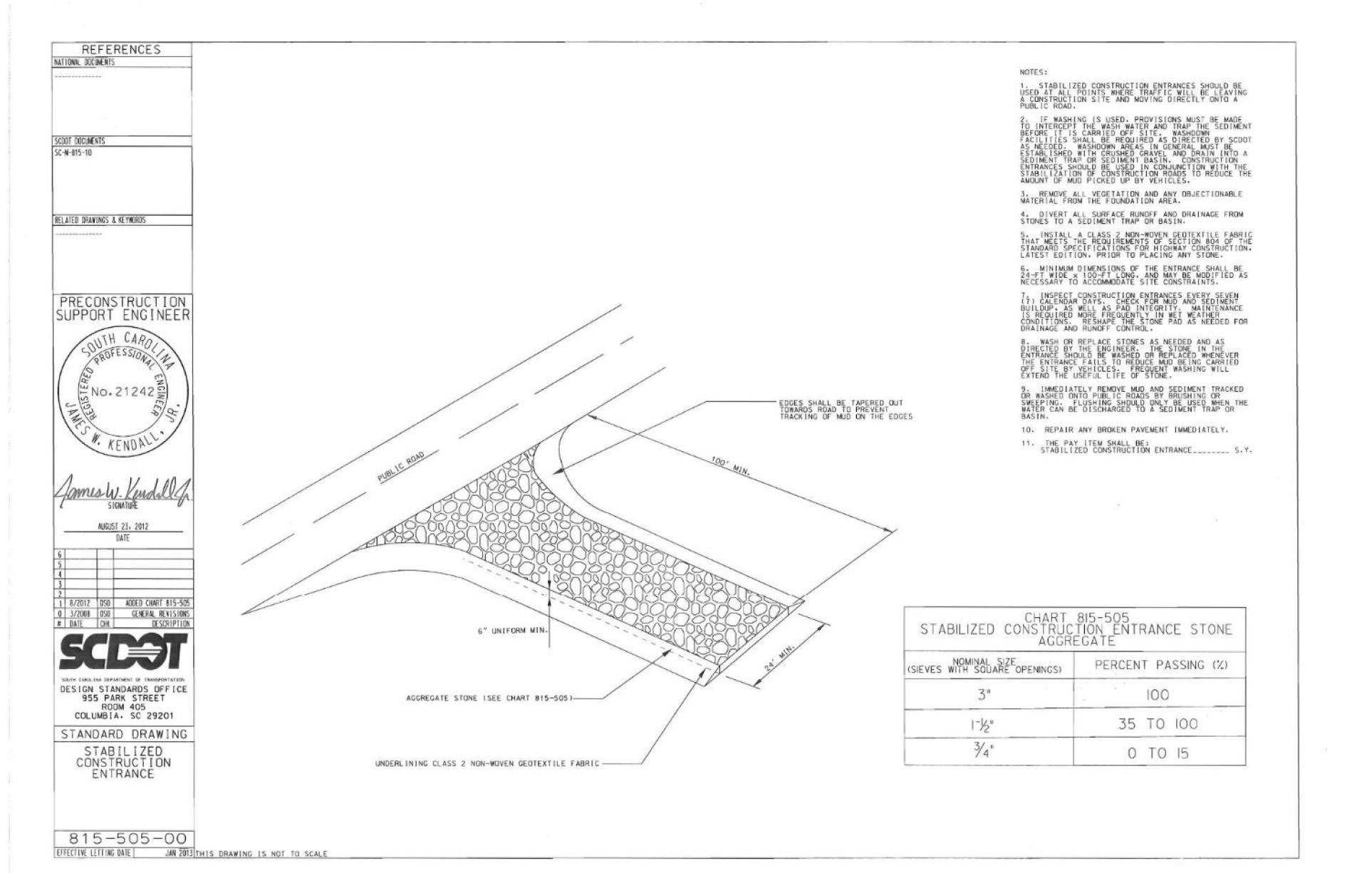
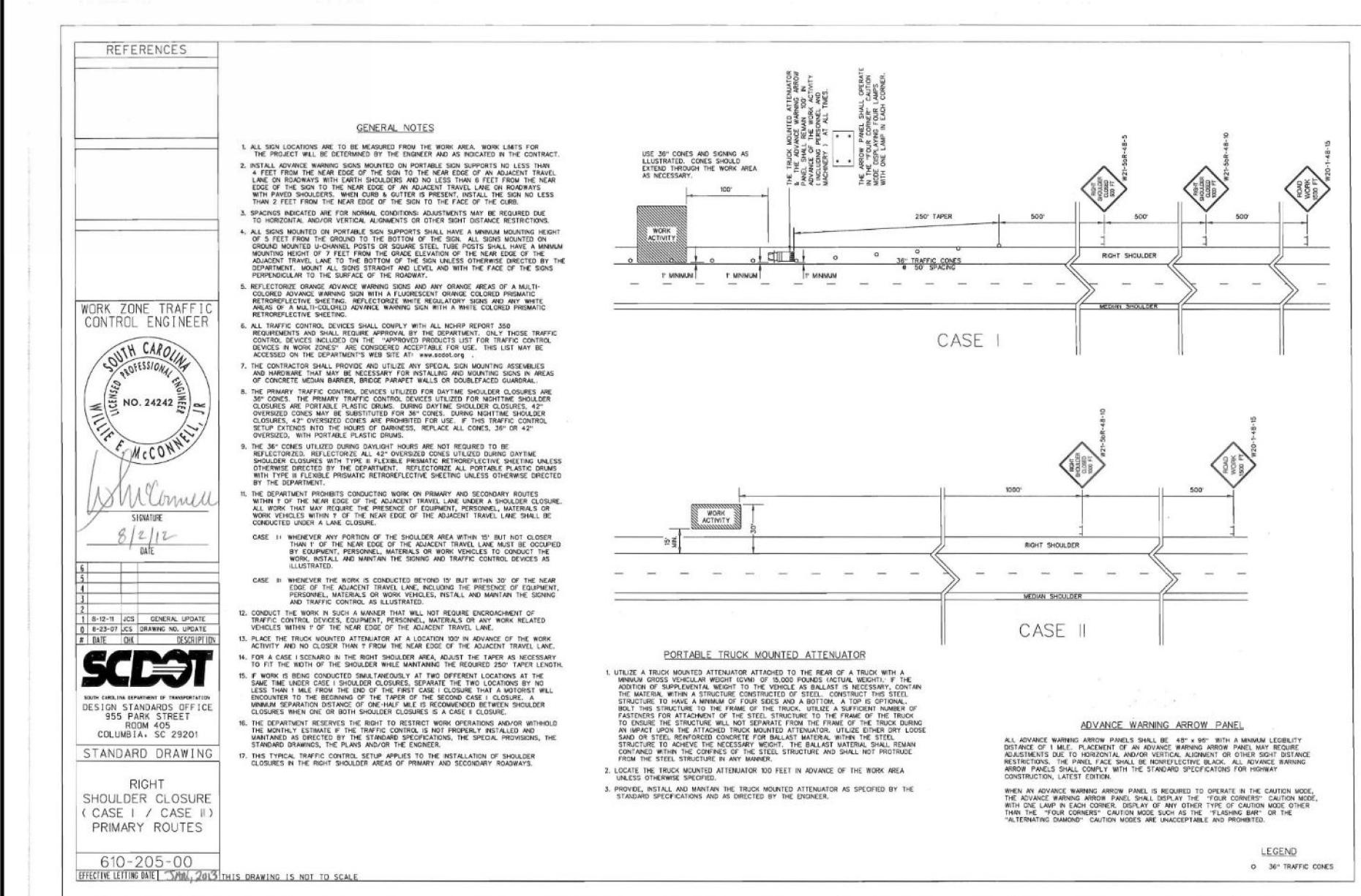
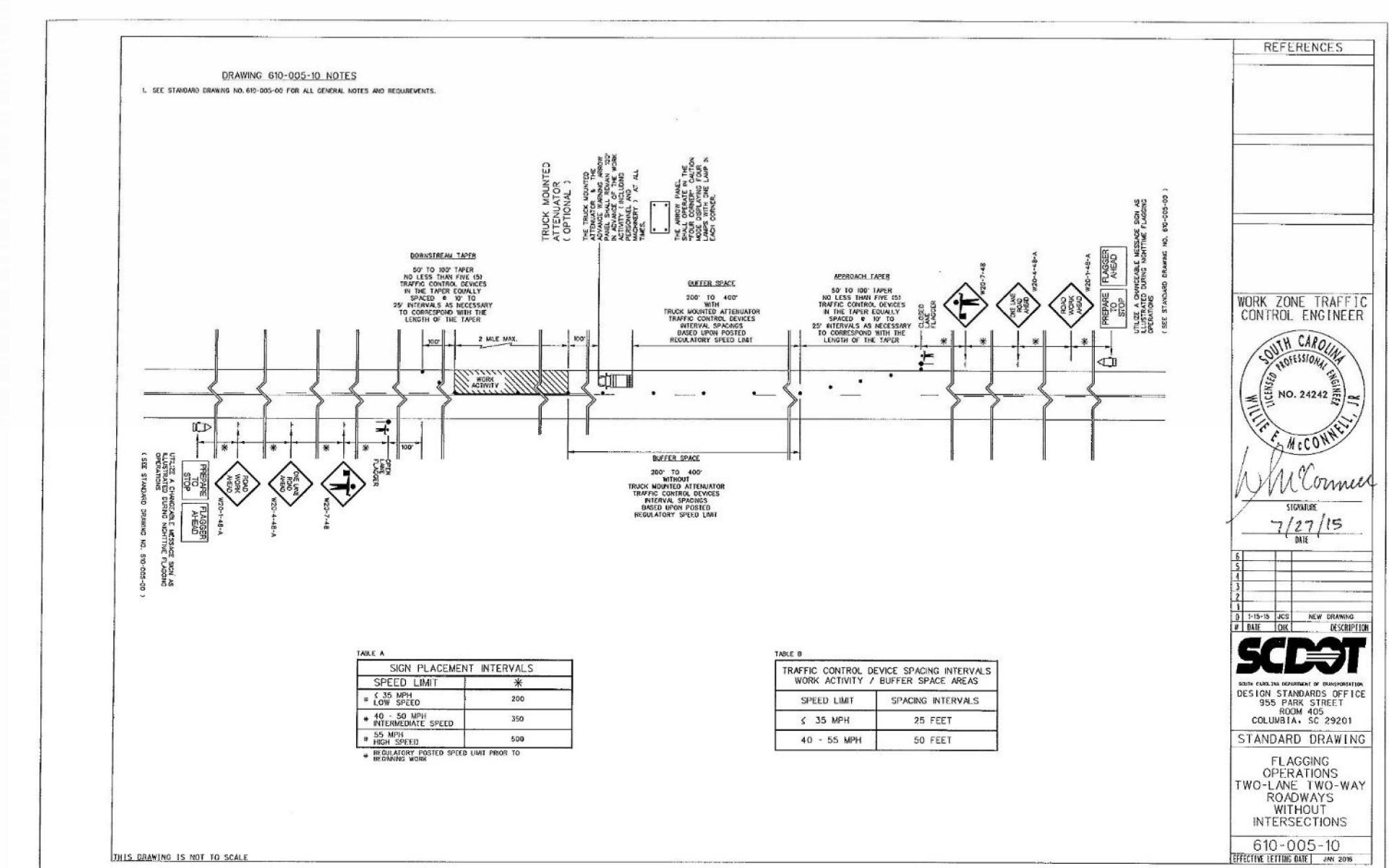
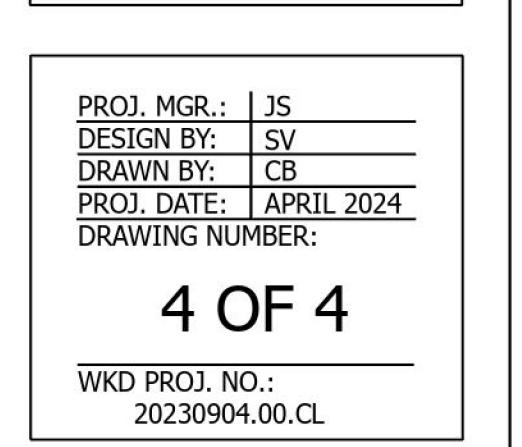
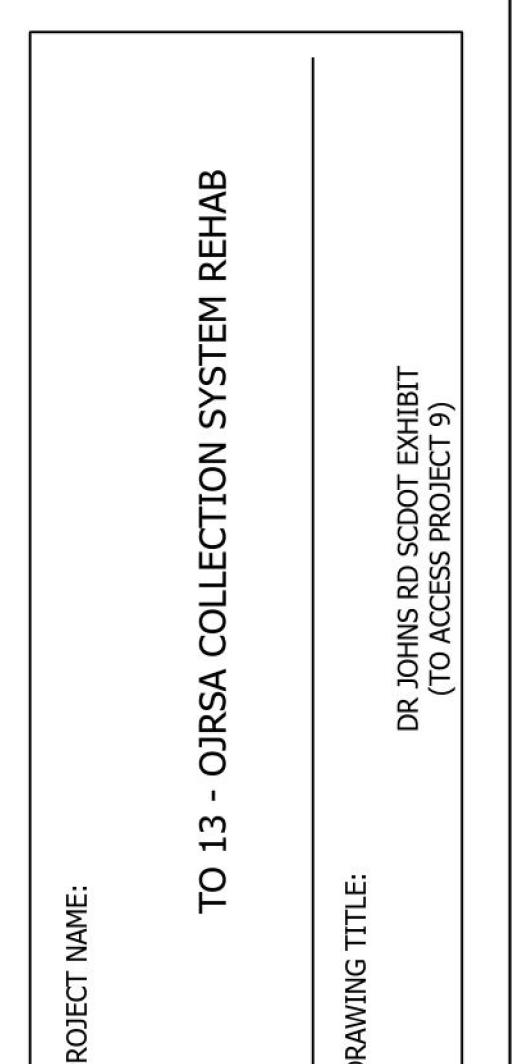
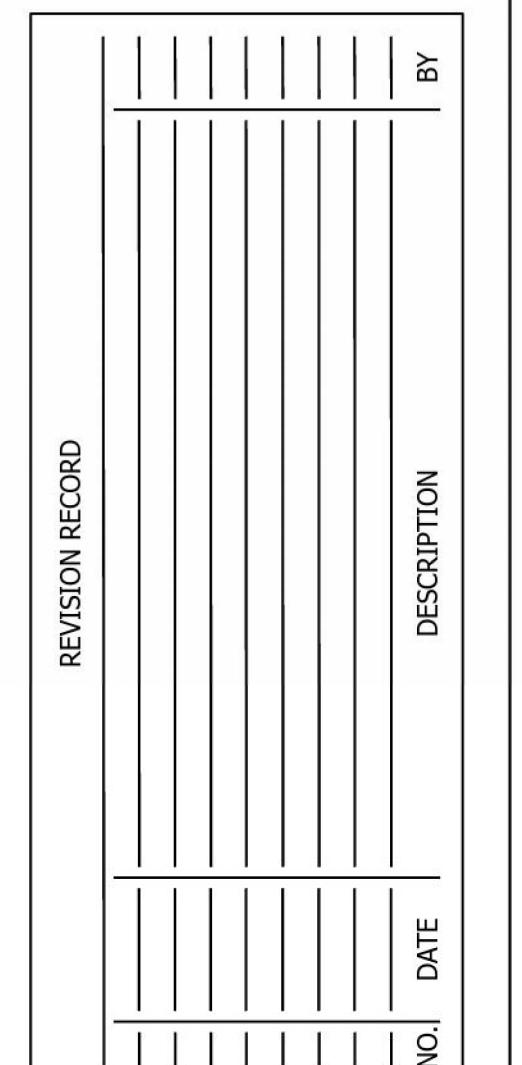
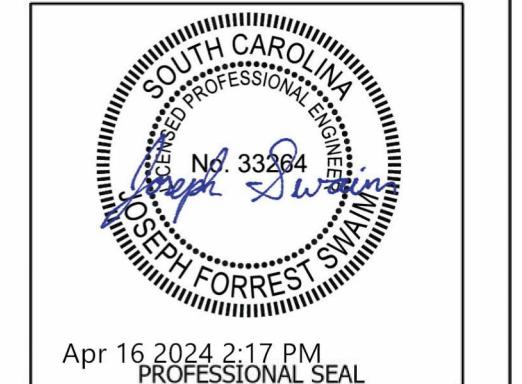
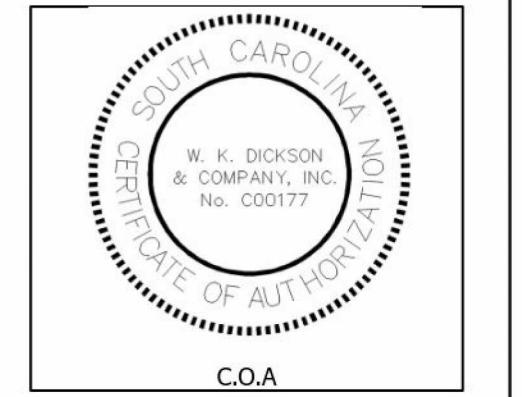
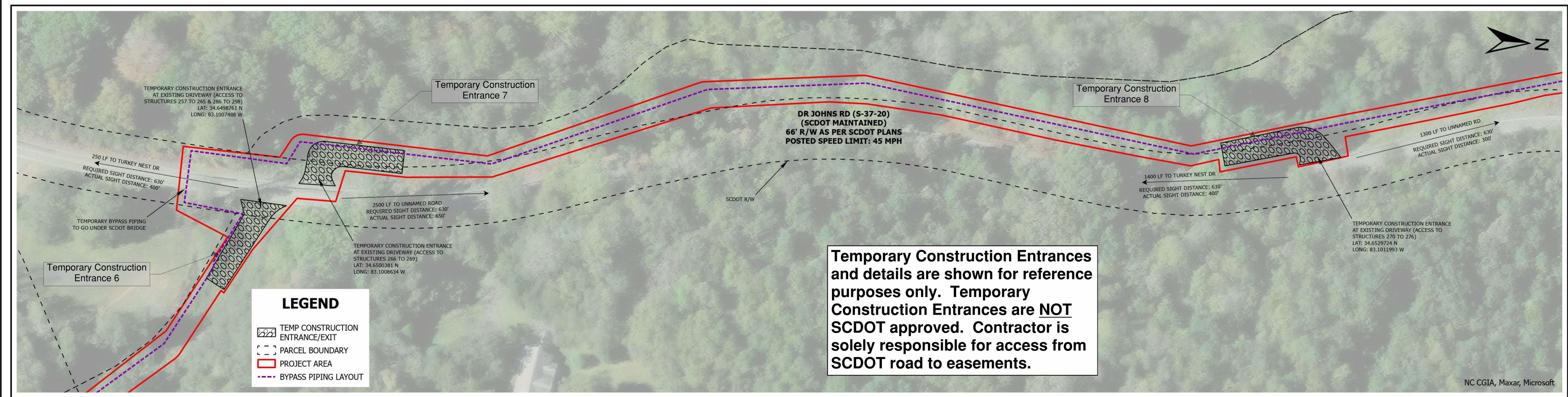
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