



Solid Waste Department

INVITATION FOR BID

Ann Street Landfill – Leachate Forcemain Cleaning

Date of Issue: 30 October 2024

Questions Due Date: 8 November 2024

Bid Due Date: 14 November 2024

Direct all inquiries concerning this IFB to:

Johnny Scott

Environmental Services Project Manager

Email: jscott@cumberlandcountync.gov

Phone: 910-321-6929

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County Solid Waste Management intends to clean the existing leachate forcemain and associated flowmeter valves at the Ann Street MSW Landfill. The proposed work includes the cleaning (jetting) and camera inspection of approximately 20,000 linear feet of leachate collection piping, gravity main, and forcemain, replacement of 2 valves in 15-20 feet deep manholes, and removal, cleaning, and re-installation of a flowmeter located approximately 10-15 feet deep in a concrete manhole. Valve and flowmeter work will require confined space entry.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this IFB that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted bids.

2.2 BID SUBMITTAL

Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of bid via email	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p style="text-align: center;"><i>BID TITLE:</i></p> <p style="text-align: center;"><i>Ann Street Landfill Leachate Forcemain Cleaning</i></p> <p style="text-align: center;"><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Bader</i></p> <p><i>Email: abader@cumberlandcountync.gov</i> <i>Cc: spencer@smithgardnerinc.com</i></p>	<p style="text-align: center;"><i>BID TITLE:</i></p> <p style="text-align: center;"><i>Ann Street Landfill Leachate Forcemain Cleaning</i></p> <p style="text-align: center;"><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Bader</i> <i>698 Ann Street</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All bids shall be delivered to the office E-Mail or physically delivered to the office address listed above on or before 14 November 2024 at 2:00 p.m. per clock in the Solid Waste Admin. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is

entirely on the vendor. It is the sole responsibility of the vendor to have the bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

All bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to jscott@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to spencer@smithgardnerinc.com by 7 November 2024. Vendors should enter “Ann Street Landfill Leachate Forcemain Cleaning: Questions” as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 IFB TERMS & CONDITIONS

It shall be the vendor’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor’s bid shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County’s sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners

of the County except those employees of the County's Finance Department as designated in this IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Finance Department of its intent to designate any information in the bid as such and received permission from the County Finance Department to do so in writing.** Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department's statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any bid marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

3.2. QUALIFICATIONS OF BIDDERS

Bidders must be licensed contractors in the State of North Carolina at the time proposals are submitted.

General contractors are notified that Chapter 87, Article 1, General Status of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Unlimited Building License Classifications.

NOTE—SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. EXCEPT: On public buildings being bid single prime, where total value of general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as a single prime CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210.

3.2.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, following receipt of written request by COUNTY, information including, but not limited to, financial data, previous experience, including additional references and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by COUNTY within 10 days of Bidder receiving the written request. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the IFB completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & VENDOR’S BID CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

Cumberland County Solid Waste Management intends to clean the existing leachate forcemain and associated flowmeter valves at the Ann Street MSW Landfill. The proposed work includes the cleaning (jetting) and camera inspection of approximately 20,000 linear feet of leachate collection piping, gravity main, and forcemain, replacement of 2 valves in 15-20 feet deep manholes, and removal, cleaning, and re-installation of a flowmeter located approximately 10-15 feet deep in a concrete manhole. Valve and flowmeter work will require confined space entry.

4.2 VENDOR’S BID REQUIREMENTS

The vendor’s bid must include the required information below. Bids shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

See **Attachments E and F** for Specifications and Drawings by Smith Gardner, Inc. for the Ann Street Landfill 2024 Landfill Gas System Expansion.

B. COST

Cost must be submitted using *Attachment C: Bid Cost*. Cost shall be all inclusive. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

C. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of 120 days, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 10 business days of the Effective Date.

Vendor shall hold pricing for 180 days after bid opening.

5.6 PRICING

Bid price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this IFB.

5.7 INVOICES

a) Invoices must be submitted to the following address: Cumberland County Solid Waste Management

Attn: Amanda Cummings

698 Ann Street

Fayetteville, NC 28301

b) Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS AND PERFORMANCE BONDS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

The bidder to whom the contract is awarded will be required to execute the Agreement and obtain the performance Bond and Payment Bond, each in the sum of full amount of the Contract Price.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of North Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor. Each Bond must be valid for one (1) year beyond the date of final acceptance of the project by the County.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or

nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past

three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its bid herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive minor informality in bids and to reject bid with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the bid are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the bid.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE**: The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer’s Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County’s discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the items/services specified in the IFB.
- _____ This bid was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: BID COST

Ann Street Landfill – Leachate Forcemain Cleaning

Bidder agrees to perform all the work described in the Specifications and shown on the Contract Drawings for the lump sum and unit prices listed in the Bid Schedule(s) below.

Measurement and Basis for Payment:

Some of the line items in the Bid Schedule(s) may include approximate quantities as estimated by the Engineer. The Contractor shall not rely on the quantities given, but shall instead estimate all quantities independently as required to complete the Proposal. The Bid Schedule(s) outlines each item and the corresponding lump sum or unit price listed by the Contractor. The price associated with each lump sum item shall be the full compensation paid for the work described, regardless of the Engineer’s or Contractor’s estimated quantity. For Lump Sum items, no claim shall be made by the Contractor for deviations between the Contractor’s estimated and the actual quantity required to complete the work described, wherein no measurement will be made.

A description of measurement and payment for each Lump Sum and Unit Price Bid item can be found in Paragraph B, Measurement and Payment, of this Attachment.

Unit Price Deviations:

The Bidder is responsible for providing unit prices consistent with typical industry norms for the work described. Unit prices which appear inconsistent with typical prices for similar work shall be justified by the Bidder at the request of the Engineer. Providing unit prices which do not reasonably reflect the work described, either high or low, which are not justified satisfactorily to the Engineer, may deem the Bidder non-responsive and invalidate the Bidder’s Proposal.

A. Base Bid Schedule:

Item	Description	Estimated Quantity ¹	Units	Unit Cost	Extended Cost
1	3” HDPE Condensate Forcemain Cleaning (Jetting) and Camera Inspection	4,300	LF		
2	3” HDPE Leachate Forcemain Cleaning (Jetting) and Camera Inspection	240	LF		
3	4” HDPE Leachate Forcemain Cleaning (Jetting) and Camera Inspection	1,200	LF		
4	10” HDPE Leachate Gravity Main Cleaning (Jetting) and Camera Inspection	1,900	LF		
5	8” HDPE Collection Line Cleaning (Jetting) and Camera Inspection	11,900	LF		
6	8” PVC Gate Valve	2	EA		
7	Flowmeter Cleaning	1	LS		
8	Bonds, Mobilization & Insurance:	1	LS		

The TOTAL BASE BID PRICE for the pay items listed above is as follows:

(In Words) _____ Dollars and _____
_____ Cents.

(In Numbers) (\$ _____.)

Notes:

1. Engineer's estimated quantities are based on in-place quantities. Areas and lengths are based on horizontally projected areas and lengths. No adjustments have been made for slopes, uneven contours, etc.

B. Measurement and Payment

This section includes the units and methods of measurement and the basis of payment for work done under this Contract. The work required for each item shall be as required and/or reasonably implied by the Contract Documents to complete the work. Note that all measurement work shall be subject to verification (surveyed or otherwise) by the Owner.

1. Leachate Forcemain Cleaning and Camera Inspection: All work required for Leachate Forcemain Cleaning and Camera Inspection shall be paid on the basis of the Unit Price Bid for this work, per linear foot of pipe type.
2. 8" PVC Gate Valve: All work required for 8" PVC Gate Valve, which includes confined space entry, removal of existing valve, and replacement with new valve, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
3. Flowmeter Cleaning: All work required for Flowmeter Cleaning, which includes confined space entry, removal of existing flowmeter, cleaning, and re-installation of flowmeter, shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made.
4. Bonds, Mobilization, and Insurance: This work shall consist of securing the appropriate bonds and insurance policies for the project, performance of preparatory construction operations, and performance of project closeout activities including the movement of personnel and equipment to and from the project site, safety equipment, and other facilities to begin work on a substantial phase of the Contract. All work required for Bonds, Mobilization, and Insurance shall be included for payment in the Contractor's Lump Sum Price for this work, wherein no measurement will be made. At least twenty (20) percent of this item must be allocated for demobilization at the end of the project.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

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ATTACHMENT E: CONTRACT SPECIFICATIONS

A. Summary of Work

a. Scope of Work

The work to be done under this Contract and in accordance with these Specifications consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the Project. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.

b. General Arrangement

- i. The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment they propose to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work.
- ii. The specific equipment proposed for use by the Contractor on the Project may require changes in or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary drawings and details showing such changes to verify conformance with the overall Project requirements and overall Project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed materials and equipment.
- iii. The following materials will be supplied by the Owner:
 1. On-site soil suitable for structural fill (Embankment).

c. Construction Permits, Easements, and Encroachments

- i. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Contract Drawings. The Contractor shall verify that these agreements have been obtained and shall comply with the conditions set forth in each agreement.
- ii. The Contractor shall obtain, keep current, and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- iii. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency, or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to their operations on this Project.
- iv. The Contractor is responsible for all transportation permits required for performance of this Contract.

d. Time of Work

- i. The normal time of work for this Contract shall generally be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Additionally, no work shall be performed on the following legal holidays should they occur during the Contract Time:
 1. New Year's Day
 2. Martin Luther King, Jr. Day
 3. Good Friday
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Thanksgiving (2 Days)
 8. Christmas (2 Days)

When a holiday falls on a Sunday, the holiday shall be observed on the following Monday. The Contractor may elect to work beyond these times or on Sundays (only as approved in advance by the Owner) provided that all costs incurred by the Owner for additional engineering or landfill site staff required to be present during non-landfill hours shall be borne solely by the Contractor. Similarly, the Owner shall deduct the cost of additional inspection/monitoring or other required support service costs from monies due the Contractor. Note that during periods of short daylight, the Contractor is required to provide ample temporary lighting as described in the following paragraph.

- ii. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided, maintained, and paid for by the Contractor at no additional cost to the Owner. The Contractor shall take all necessary steps and precautions to ensure a safe workplace for night work including compliance with all applicable statutes, ordinances, rules, and regulations.
- iii. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy, or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. The Contractor shall carefully protect their work against damage or injury from the weather, and when work is permitted during freezing weather, they shall provide and maintain approved facilities for heating the materials and for protecting the partially completed and finished work.

e. Coordination

- i. The Contractor shall allow the Owner or their agents, and other Project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with their work, or in connection with normal use of the facilities.

- ii. Each Contractor shall cooperate fully with the Owner, the Engineer, and all other Contractors employed on the work, to effect proper coordination and progress to complete the Project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.
 - iii. Each Contractor shall assume full responsibility for the coordination of all parts of their work with that of other Contractors. Each Contractor's Superintendent shall coordinate all work with other Contractors in the laying out of work. Each Contractor shall lay out their own work in accordance with the Contract Drawings, Specifications, and instructions of latest issue and with due regard to the work of other Contractors.
 - iv. Periodic coordinating meetings shall be held in accordance with these Specifications.
 - v. Active Landfill Operations: The Contractor shall coordinate their work with that of the Owner and Owner's personnel so as to not create any disruption to the access or operation of the active MSW or C&D landfill areas or the active borrow and stockpile areas. The Owner and Contractor will agree on the use of borrow and stockpile areas prior to construction.
- f. Additional Engineering Services
- i. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
 - ii. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- g. Additional Owner's Expenses
- i. In the event the work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due them. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.
 - ii. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$1,500 per day for engineering personnel, travel time and expenses, and any other direct reimbursable items, based on an eight hour workday.

- iii. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

h. Protection of Property

- i. The Contractor shall be responsible for the preservation and protection of property adjacent to and within the work site against damage or injury as a result of their operations under this Contract. Any damage or injury occurring on account of any act, omission, or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the sole expense of the Contractor to an equal or superior condition than previously existed.
- ii. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, their employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of their responsibility hereunder.
- iii. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at their own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

i. Fire Protection

- i. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur.
- ii. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.
- iii. Landfill Gas Hazards: The Contractor is reminded that construction is to take place around/over solid waste which generates methane, hydrogen sulfide, and/or other potentially flammable or hazardous gases. The Contractor shall take all necessary steps to protect their personnel and equipment from the explosive or other hazardous conditions which may result due to the presence of landfill gas during construction. The Contractor shall notify the Owner and Engineer immediately if a problem with landfill gas arises. In this case, the Owner and Engineer will develop a plan to control the landfill gas such that the Contractor may continue to work. Any delays resulting from the development of a plan may be granted to the Contractor as a time extension if the critical path of the work is affected. The

Contractor shall hold the Owner and Engineer harmless in the event of an accident resulting from the ignition of landfill gas.

j. Chemicals

- i. All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable Federal, State, and/or local rules and regulations. Material safety data sheets (MSDS) shall be submitted as requested by the Owner.

k. Existing Utilities and Structures

- i. The term existing utilities shall be deemed to refer to both publicly and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers, leachate piping, landfill gas (LFG) piping and wells, and all appurtenant structures.
- ii. Where existing utilities and structures are indicated on the Contract Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work within the Contract limits.
- iii. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this Project. This determination shall be based on the actual locations, elevations, slopes, etc. of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Contract Drawings. If an interference exists, shown or not shown in the Contract Drawings, the Contractor shall immediately cease work in the area of the interference and shall report to the Engineer for further direction.
- iv. If the Engineer agrees that an interference exists, they shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- v. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at their own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

- vi. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at their discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.
1. Ultimate Disposition of Claims by One Contractor Arising from Alleged Damage by Another Contractor
 - i. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this Project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
 - ii. If at the Engineer's discretion, they determine that the Contractor is not coordinating their work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
 - iii. If the Contractor notifies the Engineer in writing that another Contractor on this Project is failing to coordinate their work with the work of this Contract as directed, the Engineer must investigate the charge within 2 business days. If the Engineer finds it to be true, they must issue such directions to the other Contractor with respect thereto as the situation may require. However, neither the Owner, the Engineer, nor any of their agents shall be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.
 - iv. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims or judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions.
 - v. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover as allowed by law such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.
 - vi. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission

of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at their own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims and judgments.

- vii. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

m. Applicable Standards and Codes

- i. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for Bids.
- ii. All materials, products, and procedures used or incorporated in the work shall be in strict conformance with applicable codes, regulations, specifications, and standards.
- iii. The Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.
- iv. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the Contractor.

n. Limits of Work Area

- i. The Contractor shall confine their construction operations within the Contract limits shown on the Contract Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the Owner's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.
- ii. Damage or impact by the Contractor to areas within or outside the Contract limits shall be the sole responsibility of the Contractor to remedy (including fines) the impact/damage to at least prior condition/function. This shall include sensitive areas including, but not limited to, wetlands and archeological sites.

o. Weather Conditions

- i. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to, but not limited to, floods, driving rain, wind, and snow/ice storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

- p. Periodic Cleanup: Basic Site Restoration
- i. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from their operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
 - ii. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.
 - iii. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
 - iv. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due them.
- q. Use of Facilities Before Completion
- i. The Owner reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by their issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
 - ii. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues their Certificate of Substantial Completion covering that portion of the work to be placed in service.
 - iii. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, their agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.
- r. Submittals: Before completion of the first pay application, the Contractor shall prepare and submit copies of their proposed pay application to the Engineer for review.

B. Quality Control

a. General

i. Definitions:

1. Construction Quality Control (CQC): Construction Quality Control refers to actions taken by manufacturers, fabricators, installers, and/or the Contractor to ensure that the materials and the workmanship meet the requirements of the Contract Documents. CQC is provided by the Contractor at no additional cost to the Owner. The Contractor shall follow CQC procedures as required by the Contract Documents.

b. Imperfect Work, Equipment, or Materials

- i. Any work, equipment, or materials furnished by the Contractor not in conformance with the Contract Documents which is discovered before the final acceptance of the work, as established by the date of Final Payment, or during the Contractor's guarantee period, shall be removed, replaced, and/or corrected to conform to the Contract Documents immediately even though it may have been overlooked by the Engineer and estimated for payment.
- ii. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- iii. The Engineer may order tests of work, equipment, or materials which appear to be in non-conformance with the Contract Documents to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent, and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

c. Inspection and Tests

- i. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the work. The Contractor shall at all times furnish the Engineer and their representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- ii. The Contractor must anticipate possible delays that may be caused in the execution of their work due to the necessity of materials and equipment being inspected and accepted for use.
- iii. The Contractor shall furnish, at their own expense, all samples of materials required by the Engineer for testing, and shall make their own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.
- iv. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. The Contractor shall also place their orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in

functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the section which covers a particular piece of equipment.

- v. Where other tests or analyses are specifically required in other sections of these Specifications, the cost thereof shall be borne by the party so designated in such sections.
- vi. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspections, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests, inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

C. Temporary Facilities and Controls

a. Temporary Facilities:

i. General:

1. The Contractor shall provide temporary sanitary service, light and power, heating, and water service for their operations at the site unless otherwise provided as agreed to by the Owner. The temporary services shall be provided for use throughout the construction period.
2. The Contractor shall coordinate and install all temporary services in accordance with the requirements of the utility companies having jurisdiction and as required by applicable codes and regulations.
3. At the completion of the work, or when the temporary services are no longer required, the temporary facilities shall be restored to their original conditions.
4. All costs in connection with the temporary services including, but not limited to, installation, utility company service charges, maintenance, relocation, and removal shall be borne by the Contractor at no additional cost to the Owner.
5. Some temporary facilities that may be required may be indicated on the Contract Drawings; however, the Contract Drawings do not necessarily show any or all of the temporary facilities that the Contractor ultimately uses to complete the work.

ii. Temporary Sanitary Service:

1. Sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work and properly screened from public observation, shall be provided and maintained at suitable locations by the Contractor, all as prescribed by State and local requirements. The contents of same shall be removed and disposed of in a manner consistent with State and local requirements, as the occasion requires. Each Contractor shall rigorously prohibit the committing of nuisances within, on, or about the work. Sanitary facilities shall be removed from the site when no longer required.

iii. Temporary Water:

1. The Contractor shall provide temporary water service for construction purposes, sanitary facilities, fire protection, all field offices, and for cleaning. The Contractor

- shall pay all charges associated with the connection and all charges for potable water used under this Contract.
2. Each Contractor shall supply potable water for their employees either by portable containers or drinking fountains.
- b. First Aid Facilities and Accidents:
- i. First Aid Facilities:
 1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of their personnel who may be injured in connection with the work.
 - ii. Accidents:
 1. The Contractor shall report immediately by telephone or messenger to both the Owner and the Engineer all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage. The Contractor shall further issue a written report to the Engineer within 24 hours which describes these accidents giving full details and statements of witnesses.
 2. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall report within 2 business days the facts, in writing, to the Engineer, giving full details of the claim.
- c. Protection of Work and Material:
- i. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract as well as other areas of the site that may be impacted by the Contractor or Subcontractors.
 - ii. All work and materials shall be protected against damage, injury, or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at their own expense. Protection measures shall be subject to the approval of the Engineer.
- d. Barricades, Warning Signs, and Lights:
- i. The Contractor shall provide, erect, and maintain as necessary, strong and suitable barricades, danger signs, and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
 - ii. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.
- e. Access Roads and Parking Areas:
- i. Access Roads:
 1. The Contractor shall construct and maintain such temporary access roads as required to perform the work of this Contract.
 2. The Contractor shall access the site through the existing site entrance shown on the Contract Drawings or as otherwise designated by the Owner. The Contractor shall not

disturb areas outside the clearing limits shown on the Contract Drawings unless approved by the Owner.

3. Access roads shall be located within the property lines of the Owner unless the Contractor independently secures easements for their use and convenience. Contractor shall submit written documentation (consent form, etc.) to the Engineer for any Contractor secured easements across privately held property. The easement agreement shall specify terms and conditions of use and provisions for site restoration. A written release from the property owner certifying that all terms of the easement agreement have been complied with by the Contractor shall be furnished to the Engineer prior to final payment.
4. The Contractor shall obtain all necessary permits and pay all costs associated with any bonds required by the State transportation department for the use of State maintained roads or similar requirements for local roads and private drives.

ii. Parking Areas:

1. The Contractor shall use existing parking areas and/or construct and maintain suitable parking areas for their construction personnel on the Project site within the clearing limits shown on the Contract Drawings where approved by the Engineer and the Owner.

iii. Restoration:

1. At the completion of the work, the surfaces of land disturbed by the Contractor's activities, whether in the Contract Limits or not, shall be restored by the Contractor. At a minimum, such restoration shall include establishment of a permanent ground cover (Revegetation or other means acceptable to the Owner) adequate to restrain erosion for all disturbed areas. Revegetation shall be in accordance with Section 02930, Revegetation, of these Specifications. The cost of all restoration work shall be at the Contractor's sole expense.

f. Dust and Mud Control:

- i. The Contractor shall take all necessary measures to control dust and mud from their operations, and to prevent spillage of excavated materials on public or site roads.
- ii. The Contractor shall remove all spillage of excavated materials, debris, dust, or mud from public roads by methods approved by the Engineer.
- iii. The Contractor shall apply water at locations and in such quantities and at such frequencies as may be required by the Owner or Engineer to control dust and mud and prevent either from becoming a nuisance to the surrounding area. Other measures (dust suppressants, etc.) may be required, as determined by the Owner or Engineer.
- iv. Dust and mud control and cleaning measures shall be provided at no additional cost to the Owner.

g. Traffic Regulations:

- i. The Contractor shall obey all traffic laws and comply with all the requirements, rules, and regulations of the State Department of Transportation and other local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc. for the protection of traffic on public roadways.

D. Project Closeout

a. Final Cleaning

- i. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies, and equipment which they or any of their Subcontractors may have used in the performance of the work.
- ii. The Contractor shall thoroughly clean all materials, equipment, and structures so as to leave work in a clean and new appearing condition.
- iii. The Contractor shall maintain cleaning until the Project, or portion thereof, is occupied by the Owner.

b. Final Cleanup: Site Rehabilitation

- i. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from their operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which they have installed, in a clean condition. The completed Project shall be turned over to the Owner in a neat and orderly condition.
- ii. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the Owner.

c. Project Closeout:

- i. As construction of the Project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to their contract:
 1. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
 2. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.
- ii. The Contractor's attention is directed to the fact that required certifications and information under some items above must actually be submitted earlier in accordance with other sections of the Specifications.

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ATTACHMENT F: CONTRACT DRAWINGS

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- LEGEND**
- EXISTING CONTOUR (SEE REFERENCE 1)
 - - - PROPERTY LINE (SEE REFERENCE 2)
 - - - STREAM (APPROXIMATE)
 - - - APPROXIMATE EXISTING WASTE LIMITS
 - - - LIMIT OF FUTURE WASTE PLACEMENT
 - LIMITS OF DISTURBANCE
 - LFG EXISTING LANDFILL GAS LINE (SEE REFERENCES 5, 6, & 11)
 - - - EXISTING COMPRESSED AIR LINE (SEE REFERENCES 5, 6, & 11)
 - - - EXISTING CONDENSATE LINE (SEE REFERENCES 5, 6, & 11)
 - - - EXISTING COMPRESSED AIR AND CONDENSATE LINE (SEE REFERENCES 5, 6, & 11)
 - - - EXISTING FORCEMAIN (SEE REFERENCES 5, 6, & 11)
 - FINAL COVER LIMITS (SEE REFERENCE 11)
 - FLOOD ZONE AE (SEE REFERENCE 9)
 - FLOODWAY (SEE REFERENCE 9)
 - WETLANDS (SEE REFERENCE 8)

- EW-720 LFG EXTRACTION WELL (SEE REFERENCE 5 & 11)
- CW-1 LFG CAP WELL (SEE REFERENCE 5)
- LC05E LEACHATE CLEANOUT WELL (SEE REFERENCE 5 & 11)
- TP-1 TEST PIT (SEE REFERENCE 4)
- GP-1 GAS MONITORING PROBE (SEE REFERENCE 4)
- MW-1 MONITORING WELL (SEE REFERENCE 4)
- I-1 INJECTION WELL (SEE REFERENCE 5)
- SW-1 STORMWATER MONITORING POINT (SEE REFERENCE 4)
- CS-1 CONDENSATE SUMP (SEE REFERENCE 5 & 11)
- RW-930 PROPOSED REMOTE WELLHEAD
- T EXISTING LEACHATE COLLECTION PIPE CLEANOUT (SEE REFERENCE 5)

- NOTES**
- WATER FOR CONSTRUCTION PURPOSES AVAILABLE FROM TAP ON BUILDING.
 - LANDFILL GAS SYSTEM COMPONENTS IN CELLS 8-10 UNDER CONSTRUCTION, PROPOSED WORK IS SHOWN.

- REFERENCES**
- SITE TOPOGRAPHY BY SMITH GARDNER UAS AERIAL SURVEY, DATED MARCH 21, 2024.
 - PERMETER BOUNDARY INFORMATION DATED MAY 26, 2022 BY JOYNER KEENE, FAYETTEVILLE, NC.
 - LANDFILL GAS WELL LOCATION PROVIDED BY SCS ENGINEERS, PC, DRAWING TITLED ANN STREET CAD LANDFILL FACILITY PLAN.
 - TEST PIT LOCATIONS PROVIDED BY SCS ENGINEERS, P.C. DRAWING TITLED TEST PIT SITE PLAN.
 - EXISTING LANDFILL GAS SYSTEM LOCATIONS DIGITIZED BASED ON "AS-BUILT EXISTING CONDITIONS" DATED SEPTEMBER 2019, "AS-BUILT SITE PLAN" DATED APRIL 2020; PREPARED BY SCS ENGINEERS, WITH SUPPLEMENTS FOR CAD DRAWING TITLED 2021-11-08 BLOWER AND FLARE PAD AS-BUILT MAP; PREPARED FEI CIVIL ENGINEERS AND LAND SURVEYORS, DATED OCT. 11, 2021.
 - MCNAMEE GAS TRANSMISSION LINE FROM SURVEY CONDUCTED BY SURVEYING SOLUTIONS OF YOUNGVILLE, NC, DATED JUNE 21, 2022.
 - SANITARY SEWER EASEMENT AND CUMBERLAND COUNTY UTILITY EASEMENT DIGITIZED FROM DRAWING TITLED "CAMPBELL COMPANY 20' SANITARY SEWER EASMT", PROVIDED BY THE CITY OF FAYETTEVILLE PUBLIC WORKS COMMISSION, DATED 4/7/1971.
 - WETLANDS LOCATIONS PROVIDED BY 4D SOLUTIONS DRAWING TITLED "WETLANDS MAP OF THE ANN STREET LANDFILL", DATED APRIL 13, 2020.
 - FLOOD PLAIN INFORMATION PROVIDED BY NORTH CAROLINA FLOOD RISK INFORMATION SYSTEM. SEE FEMA FLOODPLAIN MAP PANEL 0447, MAP NUMBER 3720044700K, DATED 06/18/07.
 - FINAL COVER LIMITS INFORMATION PROVIDED BY SCS ENGINEERING, PC, DRAWING TITLED "FINAL GRADING PLAN", DATED MAY 2019.
 - PROTECTIVE COVER (PCWR) ELEVATIONS FOR CELLS 1-5 BASED ON CDM DRAWING TITLED "CUMBERLAND COUNTY ANN STREET LANDFILL FACILITY PLAN", DATED JANUARY 1995; CELLS 6-8 (PCWR) ELEVATIONS BASED ON CAD DRAWING FROM CDM TITLED "C-5", DATED SEPTEMBER 2020; CELLS 9-10 (PCWR) BASED ON CAD DRAWING FROM CDM TITLED "CUMBERLAND LF FINAL ASBUILT".

PREPARED FOR:

PREPARED BY: NC LIC. NO. F-1370
SC COA NO. C01488

SMITH+GARDNER ENGINEERS

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

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REV.	DATE	DESCRIPTION

PROJECT TITLE:

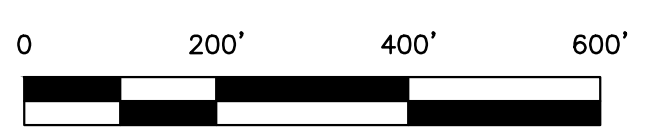
CUMBERLAND COUNTY ANN STREET MSW LANDFILL

DRAWING TITLE:

LEACHATE FORCEMAIN CLEANING

DESIGNED: S.W.H.	PROJECT NO: CUMBERLAND 22-30
DRAWN: J.R.G.	SCALE: AS SHOWN
APPROVED:	DATE: SEPT. 2024
FILENAME: CUMBERLAND-D0187	DRAWING NUMBER:
SHEET NUMBER:	

FOR BIDDING
NOT FOR CONSTRUCTION



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