

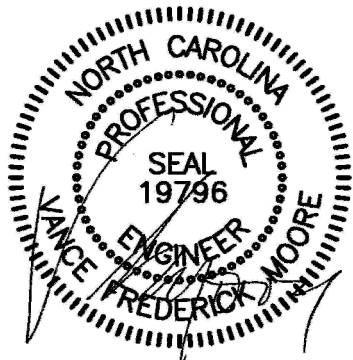
ADDENDUM NO. 3

**DATE ISSUED:
MAY 13, 2021**

**BIDDING AND CONTRACT DOCUMENTS
FOR THE
CLEVELAND COUNTY SOLID WASTE
C&D LANDFILL E&SC IMPROVEMENT PROJECT**

CLEVELAND COUNTY, NORTH CAROLINA

Signed, sealed, and dated this 13th day of May 2021



By: _____
Vance F. Moore, P.E.

Bidders on this Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Bidding and Contract Documents dated March 2021.

The following items are issued to add to, modify, and clarify the Bidding and Contract Documents. These items shall have full force and effect as the Bidding and Contract Documents, and cost involved shall be included in the bid prices. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Acknowledge receipt of the Addendum by inserting its number and date on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

**Bidders are advised that the Bid Due Date is now
Friday May 21, 2021 by 2:00 PM.**

IN THE SPECIFICATIONS

- 1) **Section 00003 – Table of Contents:** Delete Section 00003, Table of Contents, and replace with Addendum No. 3 Section 00003, Table of Contents, dated May 13, 2021 as attached herein.
- 2) **Section 00020 – Advertisement:** Delete Section 00020, Advertisement, and replace with Addendum No. 3 Section 00020, Advertisement, dated May 13, 2021 as attached herein.
- 3) **Section 00100 – Instructions to Bidders:** Delete Section 00100, Instructions to Bidders, dated March 2021 and replace with Addendum No. 3 Section 00100, Instructions to Bidders, dated May 13, 2021 as attached herein.
- 4) **Section 00300 – Bid Forms:** Delete Bid Form Page 00300-5 dated April 28, 2021 and replace with Addendum No. 3 Bid Form Page 00300-5 dated May 13, 2021 as attached herein.
- 5) **Section 01025 – Measurement and Payment:** Delete Section 01025 Measurement and Payment dated April 28, 2021 and replace with Addendum No. 3 Section 01025 Measurement and Payment dated May 13, 2021 as attached herein.

IN THE DRAWINGS

Cleveland County C&DLF Erosion & Sediment Control Plan: Drawing 3 dated April 22, 2021; Delete and replace with Drawing 3 dated May 13, 2021, attached.

Cleveland County C&DLF Erosion & Sediment Control Plan: Drawing 4 dated February 24, 2021; Delete and replace with Drawing 4 dated May 13, 2021, attached.

ATTACHMENTS

- 1) Section 00003 Table of Contents dated May 13, 2021
- 2) Section 00020 Advertisement dated May 13, 2021
- 3) Section 00100 Instructions to Bidders dated May 13, 2021
- 4) Section 00300 Bid Form Page 00300-5 dated May 13, 2021
- 5) Section 01025 Measurement and Payment dated May 13, 2021
- 6) Cleveland County C&DLF Erosion & Sediment Control Plan Drawing 3 dated May 13, 2021
- 7) Cleveland County C&DLF Erosion & Sediment Control Plan Drawing 4 dated May 13, 2021

END OF ADDENDUM NO. 3

**CLEVELAND COUNTY SOLID WASTE
C&D LANDFILL E&SC IMPROVEMENT PROJECT**

TABLE OF CONTENTS

SECTION SUBJECT

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

00001	Title Page
00002	Certification Page
00003	Table of Contents
00020	Advertisement
00100	Instructions to Bidders
00200	Information Available to Bidders
00300	Bid Form
00340	Non-Collusive Affidavit
00350	Authority to Execute Contract
00410	Bid Bond
00500	Agreement
00610	Performance Bond
00620	Payment Bond
00650	Notice of Award
00670	Notice to Proceed
00700	General Conditions
00800	Supplementary Conditions
00850	Drawing Index

DIVISION 1 – GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Payment
01026	Schedule of Values
01027	Application for Payment
01030	Special Project Procedures
01036	Change Order Procedures
01050	Field Engineering
01200	Project Meetings
01310	Construction Schedules
01340	Shop Drawings
01380	Construction Photographs
01410	Testing and Laboratory Testing Services
01600	Material and Equipment

TABLE OF CONTENTS

(CONTINUED)

<u>SECTION</u>	<u>SUBJECT</u>
01630	Substitutions and Product Options
01700	Contract Closeout
01720	Project Record Documents
01740	Warranties and Bonds

DIVISION 2 – SITE WORK

02100	Site Preparation
02200	Excavation, Backfill, and Compaction
02272	Filter Fabric
02276	Erosion and Sedimentation Control
02605	Precast Concrete Structures
02612	Reinforced Concrete Pipe
02901	Miscellaneous Work and Cleanup
02985	Stabilization
03350	Fabric-formed Concrete Revetment

END OF SECTION

ADVERTISEMENT FOR BIDS
BID # _____

**CLEVELAND COUNTY SOLID WASTE
C&D LANDFILL E&SC IMPROVEMENT PROJECT**

located in

Cleveland County, North Carolina

Cleveland County Solid Waste is requesting sealed proposals for the C&D LANDFILL E&SC IMPROVEMENT PROJECT. Electronic Bid Documents consisting of the Contract Drawings and Project Manual may be downloaded at the following website:

<https://www.clevelandcounty.com/main/departments/merchants.php>

A **mandatory** web-based video Pre-bid Conference to review the Project scope and address bidder questions will be held on **April 16, 2021, at 10:30 a.m.** Prospective bidders must in advance contact via email, Ms. Caroline LaFave (clafave@garrett-moore.com) to request Pre-bid Conference login credentials. Prospective bidders not requesting login credentials from Ms. LaFave shall be considered unresponsive. Prospective bidders may also make pre-arranged site visits. Site visits must be coordinated with Mr. Gene Wright with Cleveland County Solid Waste.

Questions regarding the intent or Scope of Work to be given consideration must be emailed to Ms. Caroline LaFave (clafave@garrett-moore.com) by **5:00 PM on Tuesday, May 18, 2021**. Appropriate responses, where required, will then be issued by addendum and posted to the Cleveland County Purchasing Department website: <https://www.clevelandcounty.com/main/departments/merchants.php> prior to the date scheduled for submittal of bids. Bidders are responsible for checking for addenda prior to submitting bids.

Sealed proposals will be received by Cleveland County up to **2:00 p.m. on Friday, May 21, 2021** for the furnishing of labor, material, and equipment for the C&D LANDFILL E&SC IMPROVEMENT PROJECT, Cleveland County, NC.

Bids should be hand-delivered to Kim Lester, Cleveland County Purchasing Department, 2nd Floor Finance Department, 311 East Marion Street, Shelby, NC 28150. Or mailed to: Cleveland County Purchasing Department, Attn: Kim Lester, PO Box 1210, Shelby, NC 28151. Or emailed to Kim.Lester@clevelandcountync.gov. All bids, including those received by mail, must be received before **2:00 p.m. on Friday, May 21, 2021**. Any proposal received later than the specified time will NOT be accepted/considered.

Cleveland County Solid Waste reserves the right to accept or reject any and all proposals or any one item in a proposal.

The project site is the Cleveland County Solid Waste Facility located on Airport Road approximately 5 miles northeast of Shelby, North Carolina. The project consists of labor, materials, tools, equipment, and incidentals necessary to complete:

- Construction of 3300' of v-notch earthen diversion berm;
- Construction of 304' of Fabriform channel;
- Excavation of Sediment Basin 4;
- Removal of 400' of corrugated plastic Downdrain pipe;
- Furnishment and installation of riser outlet structures with skimmers for Sediment Basins 4 and 5; and
- Associated erosion and sedimentation controls.

It is the intention of the OWNER to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Accordingly, OWNER will require all Bidders to submit with their Bids evidence of Bidder's certification and license to perform the work and services.

To qualify, all bids shall be submitted using bid forms contained in the Contract Documents. Incomplete or segregated bids will not be accepted. No bid shall be withdrawn for a period of 90 days after bid opening except as provided in Instructions to Bidders. Bidders must be licensed contractors in the State of North Carolina. The Owner reserves the right to waive informalities and to reject any and/or all bids.

Cleveland County Solid Waste

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1.0 DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract (NSPE-ACEC Document 1910-8, CSI 56465, 1996 Editions) and have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to the Bidder.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

The term "Bidding Documents" includes Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids.)

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be downloaded in electronic (PDF) format at:

<https://www.clevelandcounty.com/main/departments/merchants.php>

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, by Bidders and their sub-bidders.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS

3.1 All bidders must be licensed contractors, according to G.S. 143-131.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or finishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions and to Section 00200 for identification of:

4.2.1 those reports of explorations and tests of subsurface conditions at

or contiguous to the site that ENGINEER has used in preparation of the Contract Documents. Bidder may rely upon the accuracy of the "technical data" contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

- 4.2.2 those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site that ENGINEER has used in preparation of the Contract Documents. Bidder may rely upon the accuracy of the "technical data" contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
- 4.2.3 Copies of such reports and drawings will be made available by ENGINEER and OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the Supplementary Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Such "technical data" has been identified and established in Section 00200. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, Owner will provide each Bidder access to the site

to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the Work.

5.0 INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda e-mailed or faxed to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than three (3) working days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or ENGINEER.

6.0 BID SECURITY

- 6.1 Not Applicable with this Bid

7.0 CONTRACT TIME

The number of consecutive calendar days within which the Work is to be completed (the Contract Time) is set forth in the form of Agreement (section 00500).

8.0 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the form of Agreement (Section 00500).

9.0 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement." The procedure for submittal of any such application and consideration by CONTRACTOR is set forth in Paragraph 6.05 of the General Conditions, and as may be supplemented in the Supplemental Conditions.

10.0 SUBCONTRACTORS

10.1 If requested by the OWNER or ENGINEER, the apparent Successful Bidder, and any other Bidder so requested, shall, within three (3) days after the date of the request, submit to OWNER an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next acceptable Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

10.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person, or organization against whom he has reasonable objection.

11.0 BID FORM

11.1 The Bid Form is included with the Bidding Documents distributed electronically.

11.2 The Bid Form shall be completed in ink or by typewriter. All blanks on the Bid Form must be completed. **A COMPLETED ELECTRONIC COPY OR HARD COPY OF THE BID FORM WILL BE PROVIDED BY THE BIDDER.** If the bidder chooses to submit a hard copy of the Bid only, the bidder shall notify Engineer in advance. In this case, the bid date and time

set forth shall apply.

- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to the Owner of the person's authority to bind the corporation or partnership.
 - 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - 11.5 All names must be typed or printed below the signature.
 - 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form).
 - 11.7 The address and telephone number for communications regarding the Bid must be shown.
 - 11.8 All Bidders shall submit, attached to Bid, completed items as described in Paragraph 4 of Section 00300.
- 12.0 SUBMISSION OF BIDS
- 12.1 Bids shall be submitted (electronically or hard copy) and addressed to:
CLEVELAND COUNTY PURCHASING DEPARTMENT
Kim Lester
Kim.Lester@clevelandcountync.gov
PO Box 1210, Shelby, NC 28151
- 13.0 MODIFICATION AND WITHDRAWAL OF BIDS
- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.
- 14.0 OPENING OF BIDS
- 14.1 No public opening is required.
 - 14.2 A bid tabulation will be made available after the receipt of Bids.

15.0 BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but OWNER may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 15.2 Extensions of time when Bids shall remain open beyond the ninety-day period may be made only by mutual agreement between the OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

16.0 AWARD OF CONTRACT

- 16.1 To the extent permitted by applicable state and federal laws and regulations, OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 The Bidder shall be notified of any errors in the Bid Documents submitted to the OWNER which affect his status as low bidder or as may otherwise reduce his total bid. If the corrected total represents an unacceptable amount and the CONTRACTOR can substantiate same, totally in accordance with the General Statutes of the State of North Carolina, the Bidder may then withdraw his bid without forfeiture of his bid security and the OWNER may award the project to the second low bidder or re-let the project, in which instance the Bidder, previously allowed to withdraw, shall not be permitted to re-bid this project or subcontract any portion thereof.
- 16.3 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.4 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as

provided in Article 17 of the Instructions to Bidders.

- 16.5 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.6 Prior to Award, OWNER may choose to delete certain portions of the Work as identified in Section 00300. The OWNER shall have the right to accept Alternatives in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternatives accepted.
- 16.7 If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project. However, the OWNER may award the bid in accordance with any and all procedures allowed by law, including but not limited to North Carolina General Statutes.
- 16.8 The OWNER reserves the right to award the Contract conditioned upon funds being made available for such construction.
- 16.9 The OWNER reserves the right to reject any bids from any Bidder currently engaged in litigation against or a contractual dispute with the OWNER.

17.0 QUALIFICATIONS SUBMITTALS

- 17.1 Submit verification of a current contractor's license.

18.0 TAXES

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The CONTRACTOR shall include all Federal, State and local taxes in his bid. The CONTRACTOR shall indemnify, defend and hold harmless, OWNER, ENGINEER and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from CONTRACTOR'S failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes.

19.0 SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement

May 13, 2021

with all other written Contract Documents attached. Within five (5) business days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) business days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20.0 QUALIFICATIONS OF SURETY COMPANIES:

20.1 Not applicable with this Bid

21.0 REQUIRED DISCLOSURE

21.1 With its bid submission bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state or the United States against (i) bidder, (ii) any business entity related to or affiliated with bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns 20% or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

21.2 At its sole discretion the OWNER may reject any bidder the OWNER finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the OWNER to lack honesty, integrity, or moral responsibility. The discretion of the OWNER may be exercised based on the disclosure required herein. By submitting a bid, bidder recognizes and accepts that the OWNER may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

22.0 NONDISCRIMINATION IN EMPLOYMENT

During the performance of this contract the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religions, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will note that signing the Proposal in the Contract document

constitutes certification of nondiscrimination. However, all certifications called for herein shall be executed prior to the award of contract, when applicable.

The OWNER shall have final authority to determine the question of compliance with these specifications.

23.0 COLLUSIVE BIDDING

In accordance the General Statutes of the State of North Carolina, the CONTRACTOR (Bidder), by submission and execution of this bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and a sworn affidavit substantially in accordance with the preceding.

24.0 CONTRACT DETERMINATION - DEBARMENT

A contract will not be awarded to a CONTRACTOR that has been suspended by the State where the project is located (or any agency or department thereof) for conviction or indictment or any of the offenses enumerated in the General Statutes of the State where the project is located.

Subcontracts of any tier will not be awarded to a subcontractor (or firm) that has been suspended for conviction or indictment of any of the offenses enumerated in the General Statutes, Laws, and Regulations of the State of the project location.

25.0 CONTRACTOR'S LICENSING

Each bidder must be qualified under the provisions of Chapter 87 of the General Statutes of the State of North Carolina and Regulations of the North Carolina Licensing Boards for contractors established and empowered by virtue of Chapter 318 of the public laws of 1925, as amended.

26.0 MINING OPERATIONS PERMIT

Any and all soil or rock materials provided to the Project under this contract from outside the limits of construction as indicated on the Drawings shall come from mining operations with valid operating permits. Obtaining and providing evidence that the mining operation has a valid operating permit is the responsibility of the CONTRACTOR. Within 5 days of request by OWNER or ENGINEER, the CONTRACTOR shall provide a copy of the active Mining Operations Permit as issued by North Carolina DEQ, Division of Land Resources.

27.0 ASSIGNMENTS

The CONTRACTOR shall not assign the whole or any part of this Contract, or any monies due, or to become due hereunder without written consent of the OWNER. In case the CONTRACTOR assigns all or any part of any monies due or to become due under this Contract the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the Assignee in and to any

monies due or to become due to the CONTRACTOR shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied, for the performance of the work called for in this Contract.

28.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If any other contractor, subcontractor or any of their employees, or any other persons shall sustain any loss or damage through the negligence of the CONTRACTOR in the performance of the work, the CONTRACTOR agrees to be responsible for said loss or damage. If any claim is asserted against the OWNER on account of any loss or damage to other contractors, subcontractors or their employees through the negligence of the CONTRACTOR, the OWNER shall notify the CONTRACTOR and the CONTRACTOR shall be responsible for said loss or damage, and the CONTRACTOR shall indemnify and hold the OWNER and ENGINEER harmless against any such losses, damages, and claims, including the OWNER'S and ENGINEER'S attorney's fees.

29.0 LABORERS AND MATERIALMEN'S BOND

A payment bond is required in the amount of 100% of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

30.0 ARBITRATION

The Agreement to be entered into between OWNER and the successful Bidder for the Work to be performed included in these Instructions to Bidders, and any disputes arising thereunder, shall not be subject to arbitration.

31.0 ~~MINORITY BUSINESSES~~

~~Contractors shall take note that the Owner requires documentation of minority participation of a minimum of 10% of the contract price or a good faith effort to achieve such. Following is the "Cleveland County MWDBE Outreach Plan and Guidelines" and the documents that shall be used to document minority participation. "Identification of Minority Business Participation" and either Affidavit A or Affidavit B shall be submitted with your bid. After being notified as being the lowest responsible bidder, either Affidavit C or Affidavit D will be required within 72 hours after notification of being such bidder.~~

END OF SECTION

**Bid Form
West Hill E&SC Improvement
Cleveland County C&DLF
May 13, 2021**

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Extended Total
1	Bonds, Insurance, Mobilization and Demobilization.	1	LS		
A3 - 2	Silt Fence	700	LF		
3	Clearing and Grubbing	2	AC		
4	Stripping & Stockpile	2,420	CY		
A3 - 5	Remove & Dispose of Existing North-Side Downdrains	400	LF		
6	Excavate Soil from SB-4 & Backfill	11,500	CY		
7	Excavate Soil from SB-4 & Stockpile in Existing Borrow Area	1,500	CY		
A2 - 7a	Excavate Existing Rock from SB-5 & Stockpile in Existing Borrow Area	150	CY		
8	Furnish & Install SB-4 Riser Outlet Structure w/ Skimmer	1	LS		
9	Furnish & Install SB-5 Riser Outlet Structure w/ Skimmer	1	LS		
10	Sediment Pond Baffles	520	LF		
11	Furnish & Install 36" RCP w/ End Treatment	120	LF		
A1 - 11a	Remove Unsuitable Pipe at SB-5 outlet & Furnish & Install 24" RCP	50	LF		
12	Class A Riprap Energy Dissipater	6	CY		
13	Class B Riprap Energy Dissipater	18	CY		
14	Class 2 Riprap Energy Dissipater	35	CY		
15	Turf Reinforcement Matting	12,300	SY		
A3 - 16	6-in. Unimat Fabriform Ditch with 28 oz. Non-woven Geotextile Fabric Underlayment	630	SY		
A3 - 17	Seeding & Mulching	10.0	AC		
A1 - 18	Field Engineering	1	LS		
Base Bid Total (Bid Items 1 through 18)					

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. All contract prices included in Section 00300 will be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.
- B. The items listed below, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory work, services, job signs, sanitary requirements, testing, safety devices, surveying, field engineering, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, and all other requirements of the General Conditions and DIVISION 1 GENERAL REQUIREMENTS. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the lump sum and unit price bid items listed herein.
- C. Each lump sum and unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- D. Restoration is not a separate bid item but is considered to be an integral part of the work under the contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item.
- E. Progress Payment for any item for which certifying surveys are required by Section 01050 will be made based on estimated quantities verified by the ENGINEER. The ENGINEER will verify all final quantities prior to Final Payment for that item. Certifying surveys will be required for payment greater than 75% of the estimated total amount of that bid item as required by Section 01050. No Final Payment will be made for any item for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

1.02 BID ITEMS

Item 1 – Bonds (IF REQUIRED), Insurance, Mobilization and Demobilization

1. Measurement for this item will be based on actual invoice amounts to substantiate the actual bond and insurance premiums and other invoiced costs, as well as an allowance for mobilization/demobilization. Performance and Payment bonds are required only if total bid price exceeds \$300,000.
2. Payment: The lump sum bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for Bonds, Insurance, and organizing and moving all forces, supplies, equipment and incidentals to the project site, regardless of the number of times such moves are made, and all pre-construction costs incurred after award of the contract.

Item 2 – Silt Fence

1. Measurement: The quantity of Silt Fence to be paid under this item will be the actual number of linear feet of Silt Fence installed.
2. Payment: The unit price bid for this item will be full compensation for vegetation removal, furnishing, installing, and maintaining Silt Fence as shown on the Drawings and specified herein, for a minimum period including the duration of the project or until areas are stabilized with vegetation.

Item 3 – Clearing & Grubbing

1. Measurement: The quantity of Clearing and Grubbing to be paid under this item will be the actual number of acres of land cleared and grubbed including removal of surface organic debris within the construction limits as measured by the survey of the two-dimensional plan limits of clearing and grubbing as required by Section 01050. Clearing and grubbing debris to be stockpiled at a location approved by the ENGINEER. CONTRACTOR to dispose of clearing and grubbing debris by burning. No burning shall be performed without CONTRACTOR obtaining applicable burning permits. The area measurement for payment will be verified by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation to perform all work required to remove and dispose existing clearing and grubbing debris at the onsite Compost Area. No Final Payment will be made for this item for which certifying surveys required by Section 01050 have not been submitted and approved by the ENGINEER.

Item 4 – Stripping

1. **Measurement:** The quantity of Stripping which will be paid for under this item will be the actual number of square yards, as measured in the two-dimensional plan view, stripped within the construction limits as measured by the survey of the limits of stripping.
2. **Payment:** The unit prices bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to perform all work required to remove existing vegetation and topsoil within the construction limits. Stripped debris shall be placed in Surplus Soil Stockpile.

A3 - Item 5 – Remove & Dispose of Existing North-side Downdrains

1. **Measurement:** The quantity of Downdrain Removal to be paid under this item will be the actual number of linear feet of Downdrain removed and disposed of in the active C&D landfill.
2. **Payment:** The unit price bid for this item will be full compensation for removal and disposal of Downdrain in the active C&D landfill as shown on the Drawings and specified herein.

Item 6 – Excavate and Backfill Soil from Sediment Basin 4

1. **Measurement:** The quantity of Excavate and Backfill Soil from Sediment Basin 4, to be paid under this item will be the actual number of cubic yards measured by comparing the topographic survey performed after the clearing, grubbing, and stripping and prior to excavation and backfill, to the topographic survey performed upon the completion of excavation and backfill.
2. **Payment:** The unit price per cubic yard for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing as shown on the Drawings and specified herein including but not limited to excavating, backfilling, providing temporary support and restoring all parallel and intersecting utilities; site preparation; excavation; drainage and dewatering; sheeting and bracing; grading; stockpiling of excess excavated material; test pits to verify location and depth of existing buried utilities and other facilities, care and protection of existing utilities and structures; site restoration; conformance of all state, federal standards and requirements; and all other work required for or incidental to the satisfactory completion of all Work for which payment is not provided under other items in the bid form.

Item 7 – Excavate Soil from Sediment Basin 4 and Stockpile in Surplus Soil Stockpile

1. **Measurement:** The quantity of Excavate Soil from Sediment Basin 4 and Stockpile in Surplus Soil Stockpile to be paid under this item will be the actual number of cubic yards measured by comparing the topographic survey performed upon the completion of excavation and after completion of stockpiling.

2. Payment: The unit price per cubic yard for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing as shown on the Drawings and specified herein including but not limited to excavating, hauling, stockpiling, providing temporary support and restoring all parallel and intersecting utilities; site preparation; drainage and dewatering; sheeting and bracing; grading; stockpiling of excess excavated material; test pits to verify location and depth of existing buried utilities and other facilities, care and protection of existing utilities and structures; site restoration; conformance of all state, federal standards and requirements; and all other work required for or incidental to the satisfactory completion of all Work for which payment is not provided under other items in the bid form.

A2 - Item 7a – Excavate Existing Rock from Sediment Basin 5 and Stockpile in Existing Borrow Area

1. Measurement: The quantity of Excavate Existing Rock from Sediment Basin 5 and Stockpile in Existing Borrow Area to be paid under this item will be the actual number of cubic yards measured by comparing the topographic survey performed upon the completion of excavation and after completion of stockpiling.
2. Payment: The unit price per cubic yard for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing as shown on the Drawings and specified herein including but not limited to excavating, hauling, stockpiling, providing temporary support and restoring all parallel and intersecting utilities; site preparation; drainage and dewatering; sheeting and bracing; grading; stockpiling of excess excavated material; test pits to verify location and depth of existing buried utilities and other facilities, care and protection of existing utilities and structures; site restoration; conformance of all state, federal standards and requirements; and all other work required for or incidental to the satisfactory completion of all Work for which payment is not provided under other items in the bid form.

Item 8 – Furnish & Install SB-4 Riser Outlet Structure w/ Skimmer

1. The lump sum price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to Sediment Pond Riser Outlet Structure w/Skimmer, including precast concrete box, filter diaphragm, skimmer outlet, anti-vortex device, and other items required for the installation of the Sediment Pond Riser Outlet Structure w/ Skimmer for which payment is not provided under other items in the bid form.

Item 9 – Furnish & Install SB-5 Riser Outlet Structure w/ Skimmer

1. The lump sum price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to Sediment Pond Riser Outlet Structure w/Skimmer, including precast concrete box, filter

diaphragm, skimmer outlet, anti-vortex device, and other items required for the installation of the Sediment Pond Riser Outlet Structure w/ Skimmer for which payment is not provided under other items in the bid form.

Item 10 – Sediment Pond Baffles

2. Measurement: The quantity of Sediment Pond Baffles to be paid under this item will be the actual number of linear feet of Sediment Pond Baffles installed.
3. Payment: The unit price bid for this item will be full compensation for vegetation removal, furnishing, installing, and maintaining Sediment Pond Baffles as shown on the Drawings and specified herein, for the duration of the project.

Item 11 – Furnish & Install 36" RCP w/ End Treatment

1. Measurement: The quantity of Sediment Pond Outlet 36" RCP w/ Concrete Endwall to be paid for under these items will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipe.
2. Payment: The unit price per linear foot for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for furnishing and installing the RCP pipe as shown on the drawings and specified herein, including, but not limited to, trench excavation and backfill, furnishing and installing pipe, NCDOT Concrete Endwall per Standard Drawing 838.01, fittings, gaskets, testing, and all other appurtenances. RCP shall conform to ASTM C76, Class IV, Wall B with tongue and groove joints with provisions for installation of rubber O-ring gaskets conforming to ASTM C443.

A1 - Item 11a – Remove Unsuitable Pipe and Furnish & Install 24" RCP

1. Measurement: The quantity of Remove Unsuitable Pipe and Furnish & Install 24" RCP to be paid for under these items will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipe.
2. Payment: The unit price per linear foot for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required for removing the unsuitable pipe and furnishing and installing the RCP pipe as shown on the drawings and specified herein, including, but not limited to, trench excavation and backfill, furnishing and installing pipe, fittings, gaskets, testing, and all other appurtenances. RCP shall conform to ASTM C76, Class IV, Wall B with tongue and groove joints with provisions for installation of rubber O-ring gaskets conforming to ASTM C443.

Item 12 – Class A Riprap Energy Dissipater

1. Measurement: The quantity of Class A Riprap Energy Dissipater which will be paid for under this item will be the actual cubic yard of Sediment Pond Outlet Energy

Dissipater installed and accepted by the ENGINEER.

2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and install stone and filter fabric as shown on the drawings and specified herein for which payment is not provided under other items in the bid form.

Item 13 – Class B Riprap Energy Dissipater

1. Measurement: The quantity of Class B Riprap Energy Dissipater which will be paid for under this item will be the actual cubic yard of Sediment Pond Outlet Energy Dissipater installed and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and install stone and filter fabric as shown on the drawings and specified herein for which payment is not provided under other items in the bid form.

Item 14 – Class 2 Riprap Energy Dissipater

1. Measurement: The quantity of Class 2 Riprap Energy Dissipater which will be paid for under this item will be the actual cubic yard of Sediment Pond Outlet Energy Dissipater installed and accepted by the ENGINEER.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and install stone and filter fabric as shown on the drawings and specified herein for which payment is not provided under other items in the bid form.

Item 15 – Turf Reinforcement Matting

1. Measurement: The quantity of Turf Reinforcement Matting which will be paid for under this item will be the actual number of square yards of Turf Reinforcement Matting as measured in the two-dimensional plan view installed.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and install the Turf Reinforcement Matting as shown on the drawings and specified herein for which payment is not provided under other items in the bid form.

Item 16 – 6-in. Unimat Fabriform Ditch with 28 oz. Non-woven Geotextile Fabric Underlayment

1. Measurement: The quantity of 6-in. Unimat Fabriform Ditch with 28 oz. Non-woven Geotextile Fabric Underlayment which will be paid for under this item will be the number of square yards of installed 6-in. Unimat Fabriform Ditch with 28 oz. Non-

May 13, 2021

woven Geotextile Fabric Underlayment, constructed as shown on the Drawings and specified herein and accepted by the ENGINEER as measured in place in the two-dimensional plan view and excluding the anchor trench as measured in the two-dimensional plan view surveyed as required in Section 01050.

2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, certifying surveying, supervision, and incidentals required to furnish and install the 6-in. Unimat Fabriform Ditch with 28 oz. Non-woven Geotextile Fabric Underlayment.

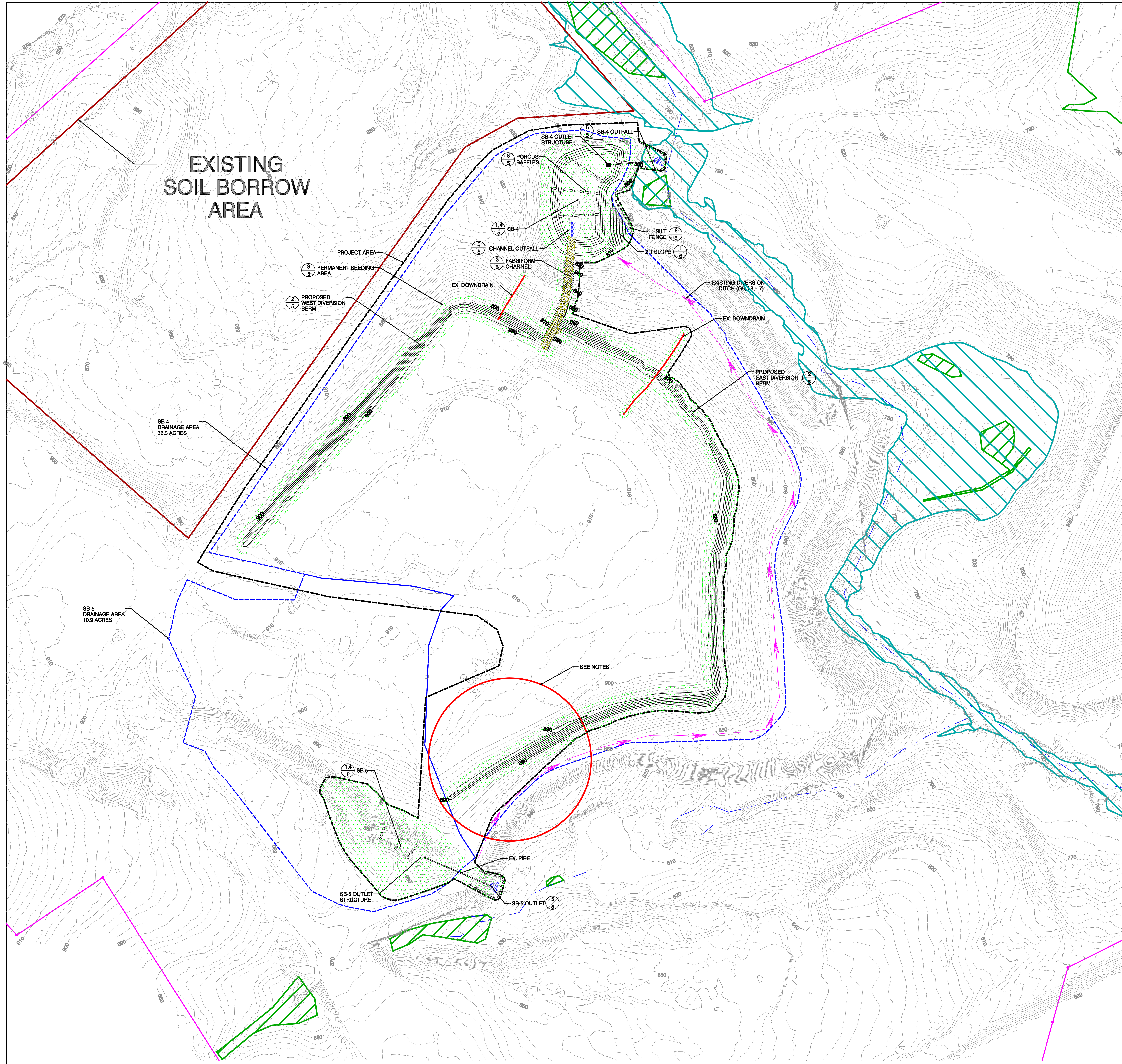
Item 17 – Seeding and Mulching

1. Measurement: The quantity of Seeding and Mulching which will be paid for under this item will be the actual number of acres of Seeding and Mulching as measured in place by computing the two-dimensional plan area of the limits of the Seeded and Mulched area indicated on the post-work survey, as required in Section 01050.
2. Payment: The unit price bid for this item will be full compensation for all labor, materials, tools, equipment, supervision and incidentals required to furnish and install the seeding and mulching work for disturbed areas as shown on the Drawings and specified herein, and the establishment of a sufficient growth of grass as examined and approved by the OWNER.

A1 - Item 18 – Field Engineering

1. The lump sum price for this item shall be full compensation for all labor, materials, and equipment required to perform the work specified in Section 01050 of the Specifications and as shown on the Drawings, and any other work not specifically included for payment under any other item but obviously necessary to complete the Contract.

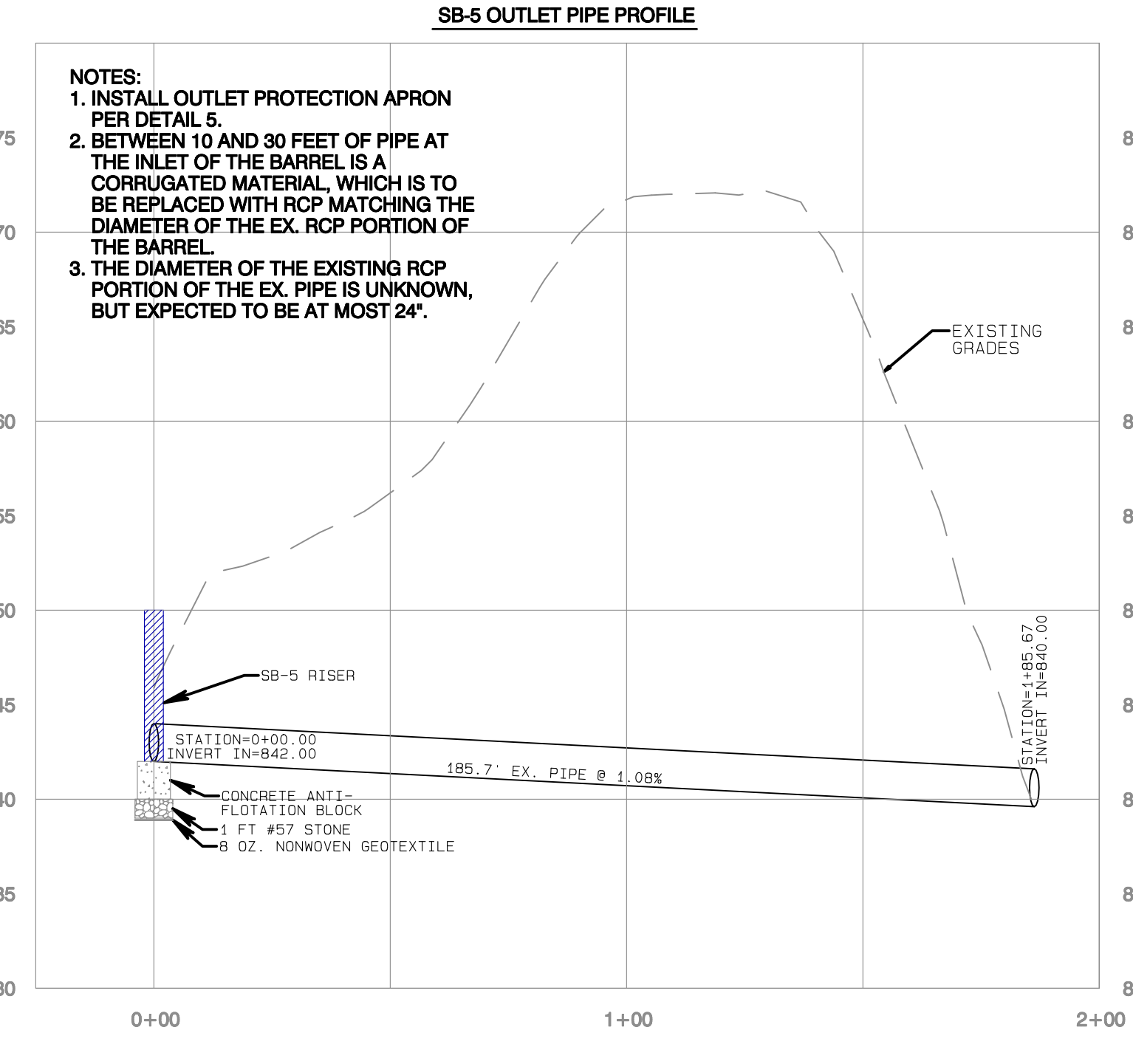
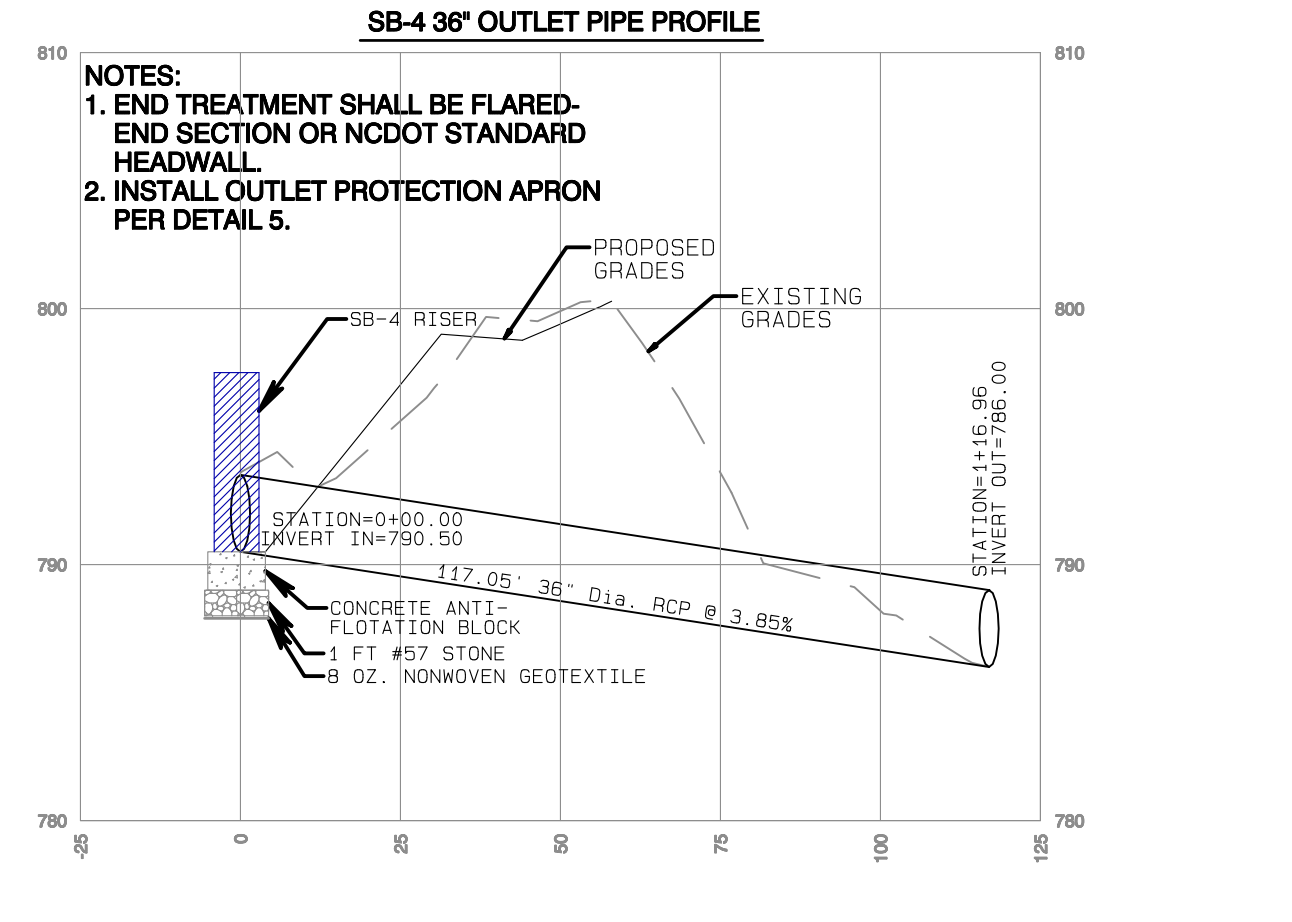
END OF SECTION



LEGEND

- PROPERTY LINE
- EXISTING CONTOUR - 10'
- EXISTING CONTOUR - 2'
- PROPOSED CONTOUR - 10'
- PROPOSED CONTOUR - 2'
- OUTLET PIPE
- LIMIT OF DISTURBANCE
- S&EC SILT FENCE
- S&EC BAFFLES
- S&EC ENERGY DISSIPATER (TO SCALE)
- WETLANDS - DO NOT DISTURB
- 100-YEAR FLOODPLAIN
- PERMANENT SEEDING AREA (8.01 ACRES)
- FABRIFORM (0.12 ACRES)

- NOTES**
- SELF-INSPECTION & MONITORING FOR THIS PROJECT IS REQUIRED UNDER THE CONDITIONS OF STORMWATER GENERAL PERMIT NCGS1000. DEMLR MONITORING FORM REV. 08012013 CAN BE LOCATED AT <http://deq.nc.gov/about/divisions/energy-mineral-land-resources/erosion-sediment-control/>
 - SELF-INSPECTION, SAMPLING, MONITORING, & REPORTING FOR THIS PROJECT IS REQUIRED UNDER THE CONDITIONS OF STORMWATER GENERAL PERMIT NCG120000. DEMLR MONITORING REPORT, GUIDANCE, & FORM CAN BE LOCATED AT <https://deq.nc.gov/about/divisions/energy-mineral-land-resources/npdes-stormwater-gps/#ncg120000-landfills-effective-11-1-2018-expire-10-31-2021>
 - GRADED 2:1 SLOPES WILL REQUIRE EROSION CONTROL MATTING (SEE DETAIL 1/6).
 - EXISTING GRADES SHOWN WITHIN THE AREA IDENTIFIED WITHIN THE RED CIRCLE ARE APPROXIMATE. TO BE VERIFIED IN PRE-WORK SURVEY. THE EAST DIVERSION BERM IN THIS AREA IS TO CONTINUE UP THE SIDE SLOPE OF THE LANDFILL TO THE EDGE OF THE SB-4 DRAINAGE AREA AT A MINIMUM 1% LONGITUDINAL SLOPE.
 - PERMANENT SEEDING TO INCLUDE PERMANENT SEEDING AREA SHOWN ON THIS SHEET, AND ANY OTHER DISTURBED AREAS WITHIN THE PROJECT AREA THAT ARE OUTSIDE OF ROADS AND THE ACTIVE FACE OF THE LANDFILL.
- CONSTRUCTION SEQUENCE**
- OBTAIN EROSION & SEDIMENT CONTROL PLAN APPROVAL & OTHER APPLICABLE APPROVALS/PERMITS.
 - CLEAR & GRUB SWATH FOR SILT FENCE.
 - INSTALL SILT FENCE.
 - CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF SEDIMENT BASIN NO. 4 (SB-4).
 - STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
 - GRADE SB-4 AND INSTALL OUTLET STRUCTURE, INCLUDING ENERGY DISSIPATOR.
 - SEED & MULCH SB-4 IMMEDIATELY UPON COMPLETION OF GRADING.
 - REMOVE EXISTING DOWNDRAINS FROM NORTH-SIDE SLOPE OF LANDFILL, AND DISPOSE OF PIPE MATERIALS IN THE ACTIVE C&D LANDFILL.
 - CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF THE EAST PERIMETER BERM.
 - STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
 - INSTALL EAST PERIMETER BERM.
 - SEED & MULCH EAST PERIMETER BERM IMMEDIATELY UPON COMPLETION OF GRADING.
 - CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF SEDIMENT BASIN NO. 5 (SB-5).
 - STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
 - GRADE SB-5 AND INSTALL OUTLET STRUCTURE, INCLUDING ENERGY DISSIPATOR.
 - SEED & MULCH SB-5 IMMEDIATELY UPON COMPLETION OF GRADING.
 - CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF THE WEST PERIMETER BERM.
 - STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
 - INSTALL WEST PERIMETER BERM.
 - SEED & MULCH WEST PERIMETER BERM IMMEDIATELY UPON COMPLETION OF GRADING.
 - STABILIZE ALL DISTURBED AREA WITH SEEDING.



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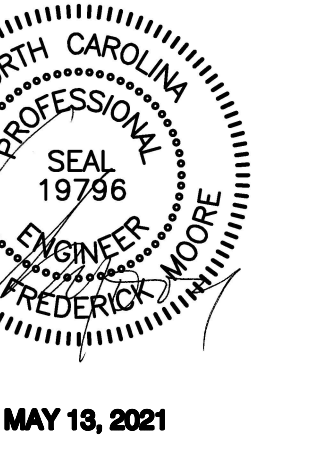
REVISION	DATE
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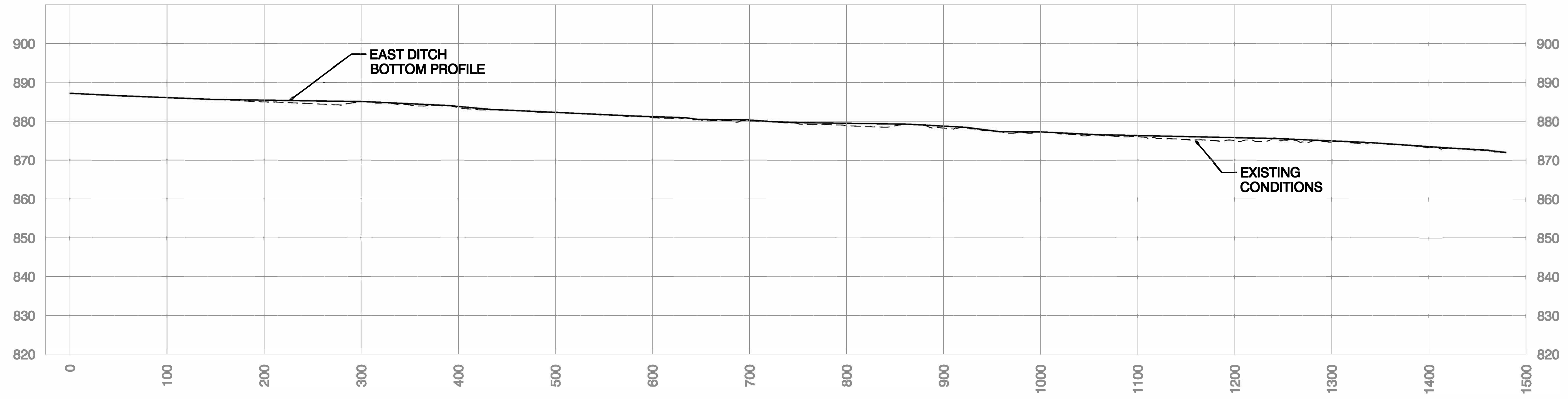
**CLEVELAND COUNTY C&DLF
 EROSION & SEDIMENT CONTROL PLAN**

**PROPOSED GRADING PLAN &
 EROSION CONTROL MEASURES**



EAST DIVERSION DITCH PROFILE

SCALE: 1"=60'



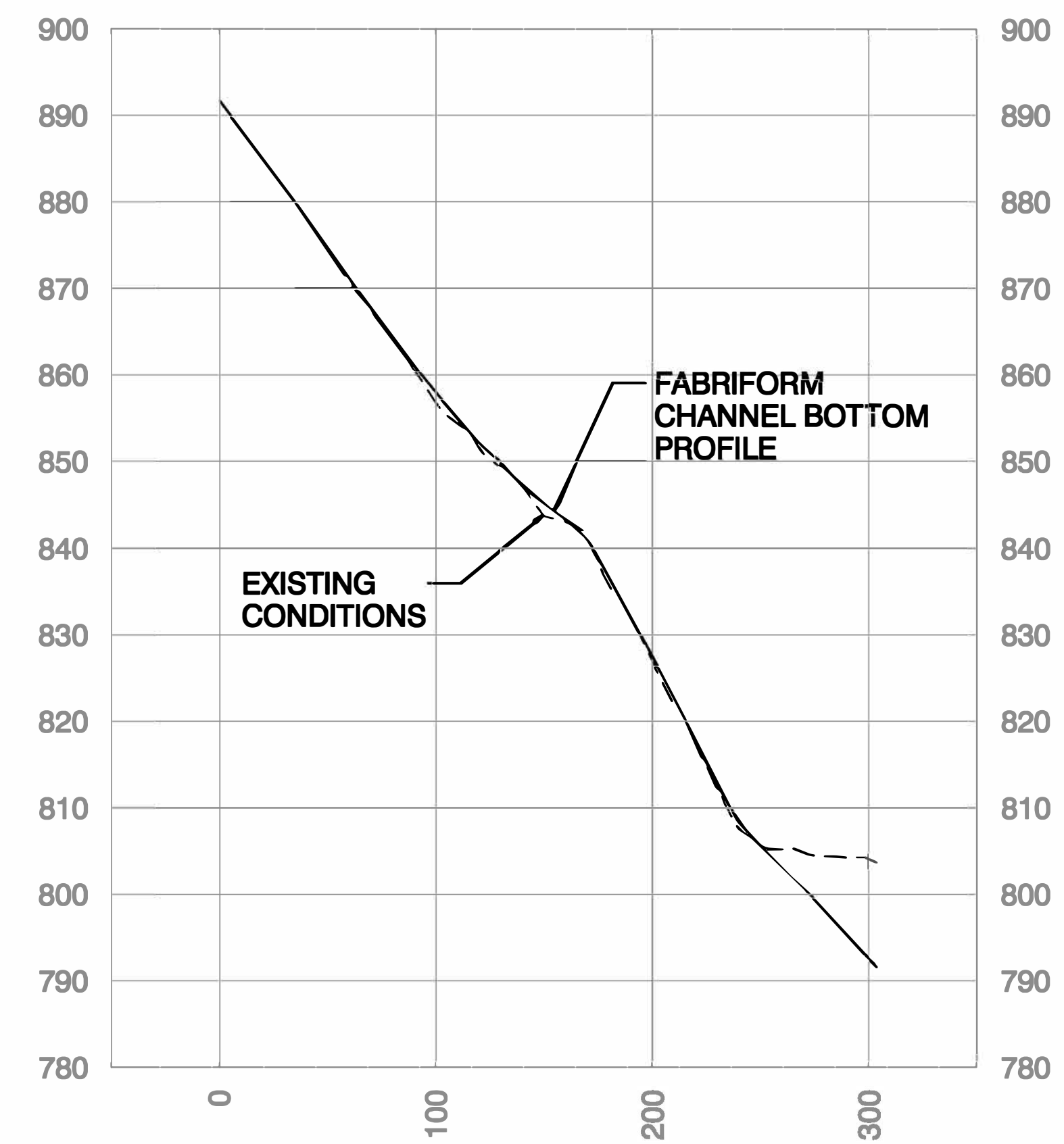
WEST DIVERSION DITCH PROFILE

SCALE: 1"=60'

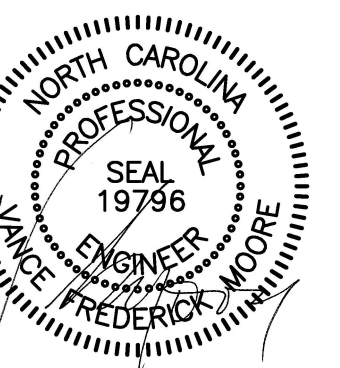


FABRIFORM CHANNEL PROFILE

SCALE: 1"=60'



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MAY 13, 2021

REVISION	DATE

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CLEVELAND COUNTY C&DLF EROSION & SEDIMENT CONTROL PLAN

PROPOSED PERMANENT DITCH PROFILES