

ADDENDUM NO. 1

**DATE ISSUED:
APRIL 23, 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 23rd day of April 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.

BIDDER QUESTIONS

Bidder questions are addressed in the attached Prebid Meeting Minutes.

IN THE DRAWINGS

Cleveland County C&DLF Erosion & Sediment Control Plan: Drawing 2 dated February 5, 2020; Delete and replace with Drawing 2 dated April 22, 2021, attached.

Cleveland County C&DLF Erosion & Sediment Control Plan: Drawing 3 dated February 24, 2021; Delete and replace with Drawing 3 dated April 22, 2021, attached.

NOTE: All modifications are marked with red cloud outline for ease of identification.

IN THE SPECIFICATIONS

- 1) **Section 00300 – Bid Forms:** Delete bid forms dated March 2021 and replace with Addendum No. 1 Bid Forms dated April 2021 as attached herein.
- 2) **Section 00340 – Non-Collusive Affidavit:** Insert to the Project Manual the Addendum No. 1 Non-Collusive Affidavit dated April 2021 as attached herein.
- 3) **Section 02605 – Precast Concrete Structures:** On page 02605-7, in Section 2.08 A.1., replace "...Hallemite; Waterplug or Embecco" with "DRYLOK FastPlug Hydraulic Cement".

ATTACHMENTS

- 1) Prebid Meeting Minutes from April 16, 2021
- 2) Cleveland County C&DLF Erosion & Sediment Control Plan Drawing 2 dated April 22, 2021
- 3) Cleveland County C&DLF Erosion & Sediment Control Plan Drawing 3 dated April 22, 2021
- 4) Section 00300 Bid Form dated April 2021
- 5) Section 00340 Non-Collusive Affidavit dated April 2021

END OF ADDENDUM NO. 1

**MANDATORY PREBID CONFERENCE
MINUTES**

**Cleveland County Solid Waste
C&D Landfill E&SC Improvement Project**

**Friday, April 16, 2021
10:30 A.M.**

Ms. Caroline LaFave of Garrett & Moore began the meeting at 10:30 and gave a presentation via Microsoft Teams to discuss the following agenda items.

1. **PURPOSE**

The purpose of this meeting is to inform prospective bidders about the Project and allow bidders to ask questions regarding the Project. We will provide a brief overview of the project and at the end of our presentation; we will conduct a question & answer session. At that time, if you have a question related to the requirements of the project, please state your name, your organization, and your question.

Nothing during this meeting, as far as clarifications and/or answers is to be construed as information changing the bid documents. These questions will be discussed and/or clarified in the Pre-Bid Meeting Minutes, but **only following an Addendum will the response be an official clarification and/or answer to your question.**

2. **INTRODUCTIONS**

The Owner is Cleveland County Solid Waste, represented by:

- Josh Davis, Director
- Gene Wright
- Gary Head
- Phillip Burnham, C&DLF Manager

The Engineer is Garrett & Moore, Inc., represented by:

- Caroline LaFave, Project Manager
- Craig Fortner, Professional Engineer
- Vance Moore, Principal

3. **SAFETY & SECURITY**

- Jobsite safety is the Contractor's responsibility. Contractor's safety plan shall be submitted upon request by the Owner.

- Contractor is responsible for jobsite security when operating outside of landfill hours.
- Bidders are advised that, because construction will take place within an operating facility, care will be required during construction to minimize the impact of construction on existing operations. The project control provisions of the Contract shall be strictly adhered to and enforced. The scheduling of the work is essential to project control and timely completion. Please note that these constraints do not release the Contractor from the responsibility to coordinate the work in any manner, which will ensure project completion within the time allowed.

4. **CONTRACT TIME**

Contract Time is addressed in Section 00500, Article 3. The Work shall be substantially complete within 90 calendar days from and including Notice to Proceed. Project Final Completion is within 105 calendar days from and including Notice to Proceed.

Adverse weather is addressed in Section 00800. The Contract includes and allowance of ten (10) adverse weather days.

Regular working hours are defined in Section 00800, and are 10 hours per day, M-F, 7 A.M. to 7 P.M.

Engineering expenses for work outside of regular working hours are defined in Section 00800.

Liquidated damages are established in Section 00500, and consist of \$250 per calendar day of delay until final completion.

5. **BID FORM SECTION 00300**

The following documents are required for this Bid:

- a) Section 00300 – Bidform
- b) Evidence of Bidder's certification and license to perform the work and services.

- c) Section 00340 – Non-Collusive Affidavit
 - d) Section 00350 – Authority to Execute Contract.
- * Bid bonds are not required for projects below \$500,000.

Regarding Subcontractors:

Bidders are advised that Article 10 of Section 00100 - Instructions to Bidders states:

“If requested by the OWNER or ENGINEER, the apparent successful bidder, and any other bidder so requested, shall, within seven days after the date of request, submit to OWNER an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person and organization.”

* Note that performance bonds will be required for portions of the project over \$50,000 for projects costing over \$300,000.

6. **QUESTIONS DURING BIDDING**

- All questions during bidding must be emailed to Ms. Caroline LaFave (clafave@garrett-moore.com).
- Deadline for questions: 5:00 PM on Tuesday, April 27, 2021.

7. **PROJECT INFORMATION AND OVERVIEW**

The project site is the Cleveland County Landfill Facility located on Airport Road approximately 5 miles northeast of Shelby, North Carolina.

A. The project consists of labor, materials, tools, equipment, and incidentals necessary to complete:

- Approximately 3 acres of stripping & 2 acres of Clearing & Grubbing.
- 13,000 cubic yards of excavation for an approximately 1-acre Sediment Basin.
- 11,500 cubic yards of backfill for construction of 3300 feet of v-notch earthen diversion berm.
- Construction of 648 square yards of Fabriform channel.
- Furnishment and installation of riser outlet structures with skimmers for Sediment Basins 4 and 5.
 - Including 120 linear feet of 36” RCP concrete pipe and appurtenances.
- Associated temporary erosion and sedimentation controls and appurtenances.

- All 2:1 slopes require erosion control matting.

8. **CONSTRUCTION DRAWINGS & TECHNICAL ITEMS**

See associated Engineering Plans posted on the Cleveland County Bidding website.

9. **PROJECT SCHEDULE**

- Questions Due: Tuesday, April 27, by 5:00 P.M.
- **Bids Due: Friday, April 30, by 2:00 P.M.**
 - Hand-delivered, mailed, or e-mailed as specified in the advertisement (Section 00020 of the Project Manual).
 - No public bid opening – Bids will not become public record until the contract is awarded.
 - ***Bidders are advised that the Owner assumes no responsibility in third-party parcel delivery (FedEx, UPS, etc.). Proposals sent by mail and arriving after the time bids are due shall not be considered valid bids.***
- Notice of Award: Target date at the End of May
- Notice to Proceed: Approximately one month from the Notice of Awards, or the End of June
- Substantial Completion: 90 Days including the Notice to Proceed (approximately the End of September)
- Working Days and Hours – defined in Section 00800 of the Project Manual
 - (Overtime/Weekend work at the discretion of the Owner)

10. **SITE ACCESS DURING BIDDING**

- Bidders are strongly encouraged to visit the project areas prior to submitting a bid.
- Site visits shall be coordinated with:
Mr. Gene Wright Gene.Wright@clevelandcountync.gov

11. **GENERAL DISCUSSION AND QUESTIONS**

Q1. Will a geotechnical report be made available?

A1. A geotechnical report is not available. For the purpose of this bid, it is assumed that excavated soils from the project will supply adequate, suitable backfill material meeting project specifications, to be verified by the Contractor's soil QC firm.

Q2. Where should field engineering required on the project be included in the bid?

A2. A bid item for Field Engineering will be included in the bidform in a future addendum.

COMMENTS FROM OWNER, ENGINEER, AND OTHERS

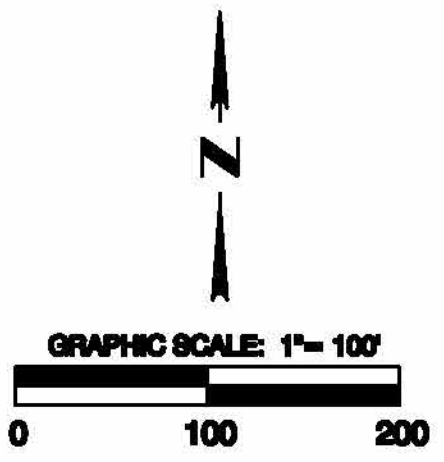
No comments were offered.

12. **ADJOURN**

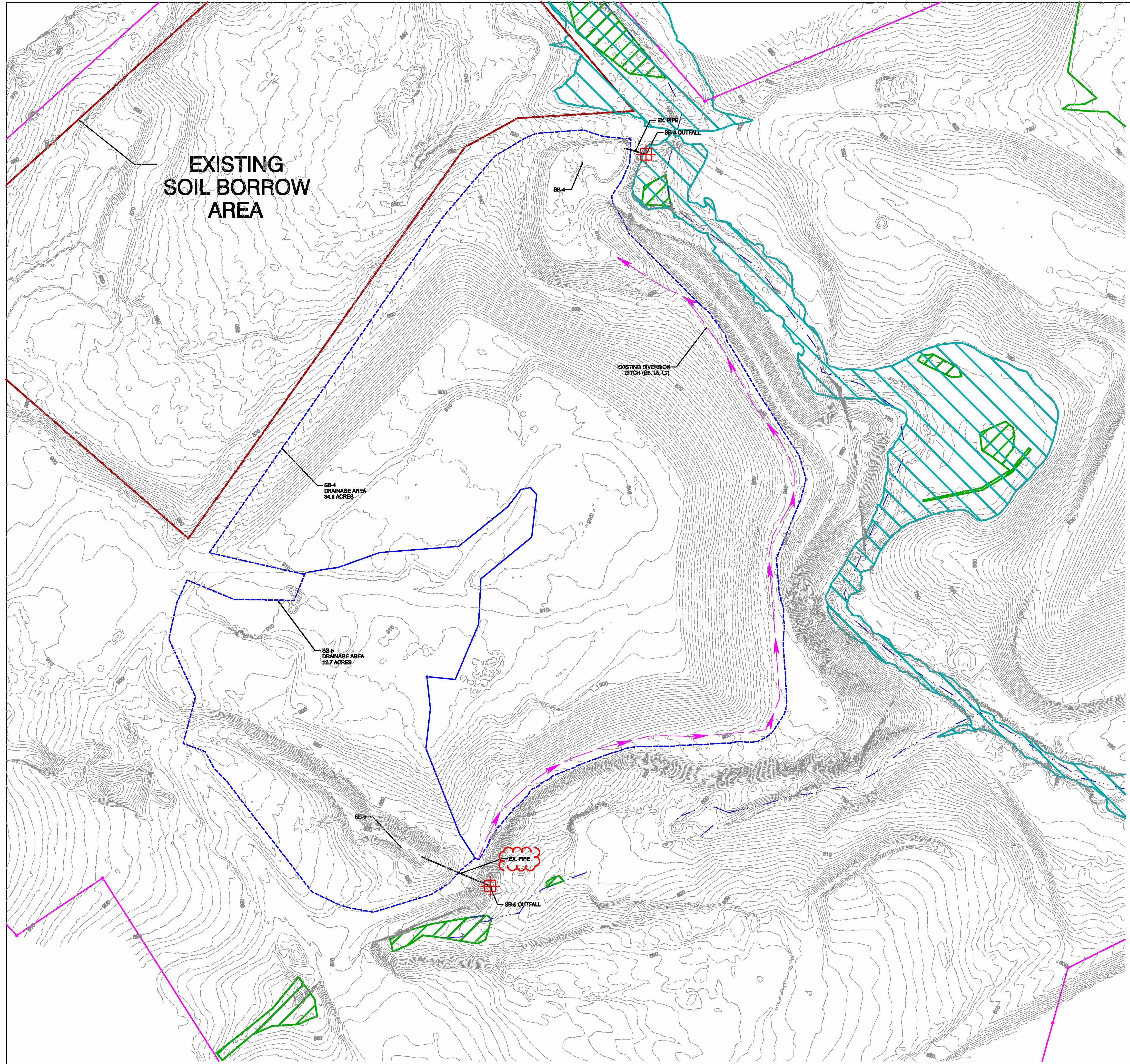
On behalf of Cleveland County Solid Waste, thank you for your interest in this project.

PREBID ATTENDANCE:

Name	Company	Contact Info	Attended Prebid? Y/N
Randy Wilson	Sisk Grading Inc.	randy@siskgrading.com (828)429-3575	Y
Grace Sunders	RES	jpoe@res.us jkirkpatrick@res.us (336)500-1316	Y
Stephanie Bass	Triangle Grading & Paving, Inc.	sbass@tgandp.com (336)584-1745	Y
Kelly Kennedy	Kennedy Concrete & Utilities, Inc.	jkennedy7@carolina.rr.com	Y



EXISTING
SOIL BORROW
AREA



SB-4
DRAINAGE AREA
34.8 ACRES

SB-5
DRAINAGE AREA
12.7 ACRES

EXISTING DIVERSION
DITCH (S6, L6, L7)

EX. PIPE
SB-4 OUTFALL

EX. PIPE
SB-5 OUTFALL

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 (8.58 ACRES)
	FABRIFORM (0.12 ACRES)

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REVISION	DATE

GARRETT & MOORE
Engineering for the Power and Water Industries

328 HIGH HOUSE ROAD, SUITE 500
CARY, NORTH CAROLINA 27513
TEL: 919-792-1900
FAX: 919-311-7328
www.garrettandmoore.com
NC REG. C-2870

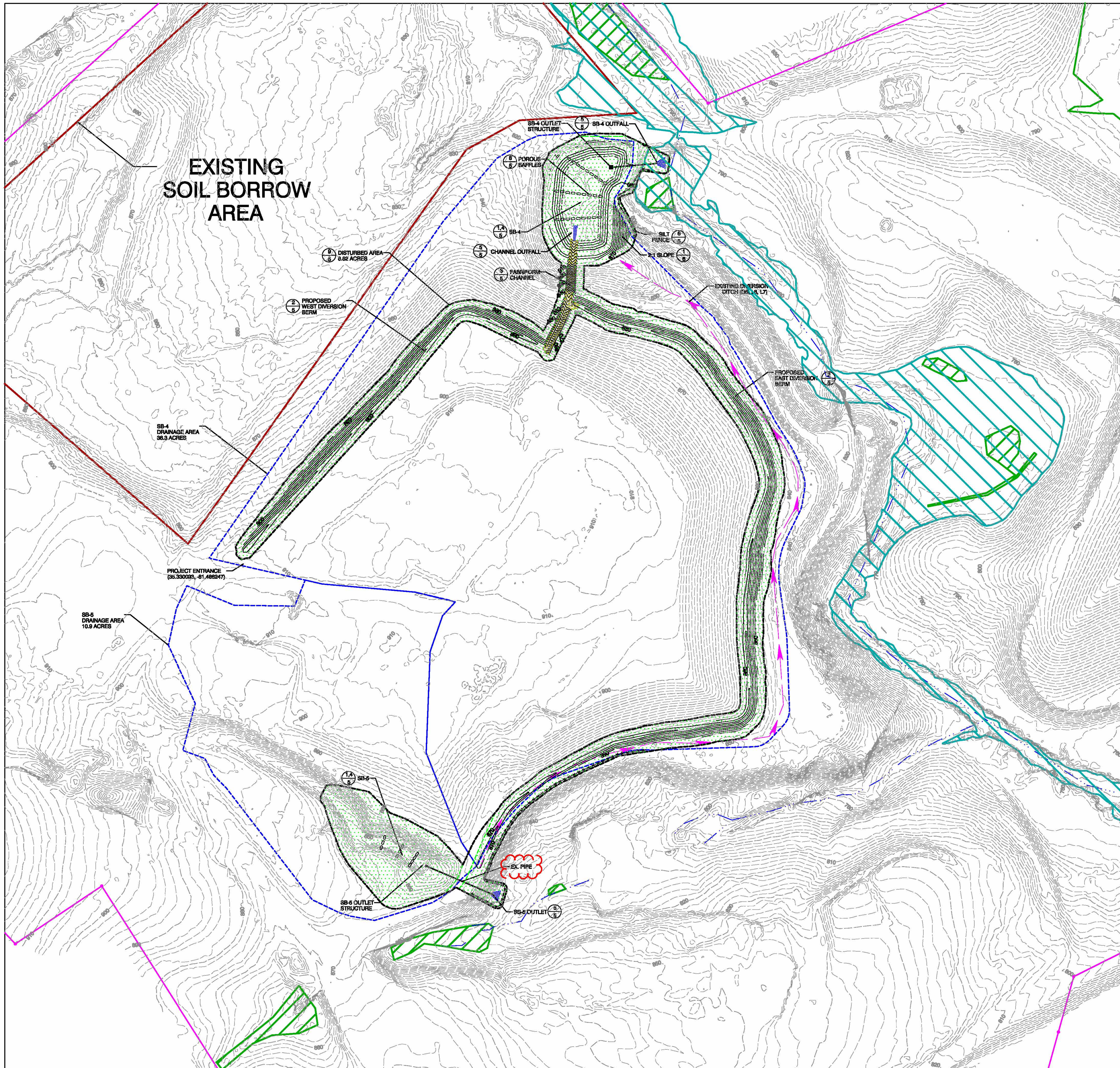
**CLEVELAND COUNTY C&DLF
EROSION & SEDIMENT CONTROL PLAN**

EXISTING CONDITIONS



APRIL 22, 2021

**DRAWING
2**



LEGEND

- PROPERTY LINE
- EXISTING CONTOUR - 10'
- EXISTING CONTOUR - 2'
- PROPOSED CONTOUR - 10'
- PROPOSED CONTOUR - 2'
- OUTLET PIPE
- LIMIT OF DISTURBANCE
- S&E SILT FENCE
- S&E BAFFLES
- S&E ENERGY DISSIPATOR (TO SCALE)
- WETLANDS - DO NOT DISTURB
- 100-YEAR FLOODPLAIN
- PERMANENT SEEDING AREA (8.69 ACRES)
- FABRIFORM (0.12 ACRES)

NOTES

1. SELF-INSPECTION & MONITORING FOR THIS PROJECT IS REQUIRED UNDER THE CONDITIONS OF STORMWATER GENERAL PERMIT NC301000. DEMUR MONITORING FORM REV. 08/2013 CAN BE LOCATED AT <http://deq.nc.gov/about/divisions/energy-mineral-land-recreation/erosion-sediment-control/>
2. SELF-INSPECTION, SAMPLING, MONITORING, & REPORTING FOR THIS PROJECT IS REQUIRED UNDER THE CONDITIONS OF STORMWATER GENERAL PERMIT NC120000. DEMUR MONITORING REPORT, GUIDANCE, & FORM CAN BE LOCATED AT <http://deq.nc.gov/about/divisions/energy-mineral-land-recreation/npdes-stormwater-gp#nc120000-landfills-effective-11-1-2018-expire-10-31-2021>
3. GRADED 2:1 SLOPES WILL REQUIRE EROSION CONTROL MATTING (SEE DETAIL 1/6).

CONSTRUCTION SEQUENCE

1. OBTAIN EROSION & SEDIMENT CONTROL PLAN APPROVAL & OTHER APPLICABLE APPROVALS/PERMITS.
2. CLEAR & GRUB SWATH FOR SILT FENCE.
3. INSTALL SILT FENCE.
4. CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF SEDIMENT BASIN NO. 4 (SB-4).
5. STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
6. GRADE SB-4 AND INSTALL OUTLET STRUCTURE, INCLUDING ENERGY DISSIPATOR.
7. SEED & MULCH SB-4 IMMEDIATELY UPON COMPLETION OF GRADING.
8. CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF THE EAST PERIMETER BERM.
9. STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
10. INSTALL EAST PERIMETER BERM.
11. SEED & MULCH EAST PERIMETER BERM IMMEDIATELY UPON COMPLETION OF GRADING.
12. CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF SEDIMENT BASIN NO. 5 (SB-5).
13. STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
14. GRADE SB-5 AND INSTALL OUTLET STRUCTURE, INCLUDING ENERGY DISSIPATOR.
15. SEED & MULCH SB-5 IMMEDIATELY UPON COMPLETION OF GRADING.
16. CLEAR, GRUB, & STRIP TOPSOIL FROM MINIMAL AREA FOR THE INSTALLATION OF THE WEST PERIMETER BERM.
17. STOCKPILE STRIPPED MATERIAL IN THE EXISTING ADJACENT BORROW AREA, OR IN AN AREA APPROVED BY OWNER AND ENGINEER.
18. INSTALL WEST PERIMETER BERM.
19. SEED & MULCH WEST PERIMETER BERM IMMEDIATELY UPON COMPLETION OF GRADING.
20. STABILIZE ALL DISTURBED AREA WITH SEEDING.

SB-4 36" OUTLET PIPE PROFILE

NOTES:

1. END TREATMENT SHALL BE FLARED; END SECTION ON WOOD STANDARD HEADWALL.
2. INSTALL OUTLET PROTECTION APRON PER DETAIL 6.

SB-5 OUTLET PIPE PROFILE

NOTES:

1. INSTALL OUTLET PROTECTION APRON PER DETAIL 6.
2. BETWEEN 10 AND 30 FEET OF PIPE AT THE INLET OF THE BARREL IS A CORRUGATED MATERIAL, WHICH IS TO BE REPLACED WITH RCP MATCHING THE DIAMETER OF THE EX. RCP PORTION OF THE BARREL.
3. THE DIAMETER OF THE EXISTING RCP PORTION OF THE EX. PIPE IS UNKNOWN, BUT EXPECTED TO BE AT MOST 24"

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REVISION	DATE
1)	
2)	
3)	
4)	

GARRETT & MOORE
Engineering for the Power and Waste Industries

228 HIGH HOUSE ROAD, SUITE 300
CARY, NORTH CAROLINA 27513

TEL: 919-792-1900
FAC: 919-311-7200
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NC REG. C-2670

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

**PROPOSED GRADING PLAN &
EROSION CONTROL MEASURES**



SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

Cleveland County Solid Wasted C&D Landfill E&SC Improvement Project

OWNER:

Cleveland County, North Carolina

THIS BID IS SUBMITTED TO:

Cleveland County, North Carolina

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the disposition of Bid Security. This bid will remain open for 90 days after the date of the bid opening. If awarded a contract, Bidder agrees to execute the Agreement and comply with all of the conditions stipulated in the Notice of Award within the time stipulated in the Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined copies of all the Bidding Documents, the Invitation to Bid, and of the following Addenda (receipt of which is hereby acknowledged):

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____
 - (b) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations as Bidder deems necessary.

- (c) Bidder has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Section 00200 of the Bidding and Contract Requirements and accepts the determination set forth in paragraph 4.02 of the General Conditions and the Supplementary Conditions thereto of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement these referred to in (c) above) which pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions and the Supplementary Conditions thereto.
- (e) Bidder has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- (h) By bidding in response to this invitation, the Bidder represents that in the preparation and submission of this Bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive Bidding in violation of the Sherman Act (15 U.S.C. Section 1).
- (i) Except as otherwise provided in this Bid Form, the Bidder represents to OWNER that all prices herein include all Federal, State and local taxes. The Bidder agrees to assume responsibility for the payment of all such taxes and shall indemnify and hold harmless the OWNER from all tax

liability arising out of or related to Bidder's breach of this representation or failure to pay such taxes.

- (j) Bidder agrees that all Work required by the Contract Documents will be substantially completed within the number of calendar days stipulated in the Agreement after the date when the Contract time commences to run.
 - (k) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
 - (l) Bidder understands that the OWNER may select a Bidder based on the lowest responsible, responsive Base Bid plus or minus any Bid Alternates which the OWNER selects in order to determine the combination of lowest responsible, responsive bids for which the determination that the Bidder is suitably experienced. The OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding procedure.
4. The following documents are attached to and made a condition of this Bid:
- (a) Evidence of Bidder's certification and license to perform the work and services.**
 - (b) Section 00340 – Non-Collusive Affidavit**
 - (c) Section 00350 – Authority to Execute Contract.**
5. Please list all claims you have made against the OWNER in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the OWNER.
6. Communications with the Bidder concerning this Bid shall be addressed to:
- GARRETT & MOORE, INC.
clafave@garrett-moore.com
7. The terms used in this Bid are defined in the General Conditions of the Construction Contract, included as part of the Contract Documents and have the meanings assigned to them in the General Conditions.

8. The Bidder executes this Bid as one of the following (circle one):
Individual / Partnership / Corporation / Joint Venture
9. The Bid Form must be complete in ink or by typewriter. Amounts shall be shown in both words and figures. In case of discrepancy, the amount in words will govern. Bidder agrees to complete the work for the following prices.

(Remaining portion of the page to remain blank)

**Bid Form
West Hill E&SC Improvement
Cleveland County C&DLF
April 2021**

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Extended Total
1	Bonds, Insurance, Mobilization and Demobilization.	1	LS		
2	Silt Fence	1,200	LF		
3	Clearing and Grubbing	2	AC		
4	Stripping & Stockpile	2,420	CY		
5	Excavate Soil from SB-4 & Backfill	11,500	CY		
6	Excavate Soil from SB-4 & Stockpile in Existing Borrow Area	1,500	CY		
7	Furnish & Install SB-4 Riser Outlet Structure w/ Skimmer	1	LS		
8	Furnish & Install SB-5 Riser Outlet Structure w/ Skimmer	1	LS		
9	Sediment Pond Baffles	520	LF		
10	Furnish & Install 36" RCP w/ End Treatment	120	LF		
A1 - 10a	Furnish & Install 24" RCP	50	LF		
11	Class A Riprap Energy Dissipater	6	CY		
12	Class B Riprap Energy Dissipater	18	CY		
13	Class 2 Riprap Energy Dissipater	35	CY		
14	Turf Reinforcement Matting	12,300	SY		
15	6-in. Unimat Fabriform Ditch with 28 oz. Non-woven Geotextile Fabric Underlayment	648	SY		
16	Seeding & Mulching	8.5	AC		
A1 - 17	Field Engineering	1	LS		
Base Bid Total (Bid Items 1 through 17)					

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End of Section

SECTION 00340

NON-COLLUSIVE AFFIDAVIT
(Submit with bid documents)

State of _____)

ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/She is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY _____

ITS _____
(Title)

Subscribed and sworn to before me

this ____ day of _____, 20. __

My commission expires _____

END OF SECTION

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