

ADDENDUM NO. 1

**Woodruff Landfill: Phase 7 Expansion Construction (Rebid)
Transylvania County, North Carolina**

TO: All Plan Holders

FROM: LaBella Associates
400 South Tryon Street, Suite 1300
Charlotte, NC 28285

SUBJECT: **ADDENDUM NO. 1** Dated November 1, 2024, to the Contract Documents for the Woodruff Landfill – Phase 7 Expansion Construction (Rebid), dated October 25, 2024.

This addendum forms a part of the Contract Documents. **Acknowledge receipt of this addendum with bid submittal. Failure to do so may subject the bidder to disqualification.**

➤ **Comments & Questions Received:**

Answers to comments and questions are in **bold font**. The following changes, corrections and clarifications have been made to the Contract Documents:

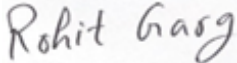
- Q.1 Section 01010, Paragraph 1.11, Bullet #17 states Soil erosion and sediment control, as detailed in the facilities Stormwater Pollution Prevention Plan (SWPPP) and approved Erosion and Sediment Control Plan” and in Section 02222, Paragraph 3.07 F. it states “Grade borrow area and conduct borrow activities in accordance with the approved Erosion and Sediment Control Plan for the borrow area.” Has a SWPPP and Erosion Control Plan been developed for the Borrow Site and can it be provided for estimating borrow area development costs?
- A.1 The SWPPP and Erosion and Sediment Control (E&S) Plan have not been developed specifically for the Borrow Site due to the undetermined final extents of the Borrow Site. LaBella elected to coordinate with the Contractor to determine the final extents of suitable borrow material within the Borrow Site prior to preparing an E&S Plan and SWPPP for the Borrow Site. Regardless of the development of an E&S Plan and SWPPP, typical E&S best management practices (BMPs), e.g., minimizing disturbance areas, retaining vegetative buffers, installing sediment fences, and establishing ground stabilization will be utilized by the Contractor during the performance of earthwork activities in the Borrow Site. For estimating borrow area development costs, the Contractor should assume that the installation and maintenance of typical E&S measures will be required for an approximate limits of disturbance area of 10 acres.**
- Q.2 If a SWPPP and E&S plan has not been developed what is the Counties timeline for this plan approval and should the Contractor assume that this will be performed by others?
- A.2 The SWPPP and E&S Plan will be prepared by LaBella.**
- Q.3 Part VI Borrow Study, Letter dated March 14, 2024, Soils Identification, 1st Paragraph, 4th Sentence states “However, based on location accessibility, geomorphological conditions, and presence of rock outcrops, the TP locations were reduced to 10 during the field

investigation.” If acceptable borrow or borrow volume is not available within the two borrow areas identified is there other property available at the landfill site to obtain borrow, or should the contractor include material and schedule extension costs in our bid for providing off-site borrow to complete the work

A.3 The Borrow Study Report was a limited investigation of particular sections of the landfill property. The Contractor, with guidance from the Owner, can explore other areas of the landfill property to obtain borrow material. Additionally, to account for the possibility of needing to obtain offsite soils for the compacted soil liner, a new line item (Item 13B) has been added to Section 00410 (Bid Form for Construction Contract). Bid Item 13B covers the costs of constructing the soil liner assuming that 50% of the required low permeability soils are purchased and hauled from offsite borrow sources. Bid Item 13 has also been updated to Bid Item 13A which covers constructing the soil liner assuming that 50% of the required low permeability soils are obtained from onsite borrow sources. Similarly, Section 01025 (Measurement and Payment) has been updated to incorporate the aforementioned changes.

Q.4 Addendum No. 2, Details D & E, Plan Sheet CP-15, Note states “Geogrid will only be placed in new fill. ..., Geogrid will extend the entire length of new fill.” The area located to the north of the new cell construction is almost 100% cut with very little (<75 CY) new fill. Does the above statement apply to this area as well?

A.4 Yes, this note applies to the area located north of the new cell construction. However, geogrid is not required to be installed in cut areas or in rock.

By: 

Rohit Garg, P.E.
LaBella Associates, P.C.

Attachments:

Attachment No. 1: Revised Bidding Documents
Revised Section 00410: Bid Form for Construction Contract

Attachment No. 2: Revised Specifications
Revised Section 01025: Measurement and Payment

Attachment No. 1: Revised Bidding Documents

Revised Section 00410: Bid Form for Construction Contract

**SECTION 00410
BID FORM FOR CONSTRUCTION CONTRACT**

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

ARTICLE 1—PROJECT IDENTIFICATION

1.01 Phase 7 Expansion Construction, Transylvania County Woodruff Landfill, Brevard, NC.

ARTICLE 2—OWNER AND BIDDER

2.01 This Bid is submitted to: Transylvania County, NC, 101 South Broad Street, Brevard, NC 28712, Attention: Jennifer Galloway, Purchasing Coordinator.

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.03 Bidder accepts all the terms and conditions of the Advertisement for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of OWNER. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements at the pre-construction meeting to be scheduled within 20 business days after the date of Owner's Notice of Award.

ARTICLE 3—ATTACHMENTS TO THIS BID

3.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 5% of the maximum bid price;
- B. List of Proposed Subcontractors;
- C. List of Project References;
- D. Evidence of authority to do business in the state of the Project;
- E. Contractor's license number as evidence of Bidder's State Contractor's License; and,
- F. Required Bidder Qualification Statement with supporting data.

ARTICLE 4—BASIS OF BID—UNIT PRICES

4.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices as totaled from the attached Table of Prices:

Base Bid Price (Items 1 through 32)

_____ (word)

(\$ _____) (figures)

B. Bidder acknowledges that:

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

ARTICLE 5—TIME OF COMPLETION

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

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

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

6.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder's Representations*

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 7.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8—MBE/WBE REQUIREMENTS

8.01 The undersigned acknowledges that this bid is subject to a 5% Minority Business Enterprise and a 5% Woman owned Business Enterprise target participation as a requirement for the work. Failure to meet this requirement does not invalidate the bid, but bidders meeting the requirement to a greater degree may be selected over a lower bid that fails to meet the MBE/WBE requirement. Bidder shall list all MBE/WBE subcontractors and suppliers with estimated contract amounts here:

MBE(s) - _____, _____ %
- _____, _____ %
- _____, _____ %
WBE(s) - _____, _____ %
- _____, _____ %
- _____, _____ %

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.:

CONTRACTOR NAME: _____

Transylvania County Woodruff Landfill
Phase 7 Expansion Construction
Transylvania County, NC

Table of Prices

Item	Description	Estimated Quantity	Unit	Unit Price (\$)	Subtotal Cost (\$)
General Site Work					
1	Mobilization and Demobilization	LS	1		
2	Site Preparation	LS	1		
3	Field Engineering, Surveying, and Record Documents	LS	1		
4	Locating Edge of Existing Liner	LS	1		
5	Construction Quality Control (CQC)	LS	1		
6	Facilitation/Coordination of Cell Tower Power Line and Fiber Optic Cables Relocation	LS	1		
7	Underdrain Pipes	LS	1		
Earthwork					
8	Earthwork (Cut/Fill)	LS	1		
9	Over Excavation and Backfill (Contingency):	CY	2,000		
10	Waste Removal (Contingency)	CY	500		
11	Rock Removal (Contingency)	CY	500		
12	Geogrid with Vegetative Stabilization	LS	1		
Liner System					
13A	Low Permeability Compacted Soil Liner (Onsite Soils)	CY	7,260		
13B	Low Permeability Compacted Soil Liner (Offsite Soils)	CY	7,260		
14	Reinforced Geosynthetic Clay Liner (GCL)	LS	1		
15	60-mil Textured White HDPE Geomembrane Liner	LS	1		
16	Geotextile Cushion Fabric	LS	1		
17	Anchor Trench Excavating and Backfilling	LS	1		
Leachate Collection & Removal System					
18	HDPE (DR17) 10-inch Diameter Pipe and Fittings	LS	1		
19	Sump Risers and Concrete Sump Headwalls	LS	1		

CONTRACTOR NAME: _____

Transylvania County Woodruff Landfill
Phase 7 Expansion Construction
Transylvania County, NC

Table of Prices

Item	Description	Estimated Quantity	Unit	Unit Price (\$)	Subtotal Cost (\$)
20	HDPE (DR11) 4"/8" Dual Cont. Leachate Force Main	LS	1		
21	Washed Coarse Drainage Aggregates (No. 6M or 67 stone)	LS	1		
22	20-mil White Geosynthetic Rain Cover	LS	1		
23	Stormwater Diversion Berm and Rain Flap	LS	1		
24	Leachate Pumps and Electrical Work	LS	1		
Access Roads					
25	Perimeter Roads, Cell Tower Access Road, and Temporary Gravel Construction Entrance/Exit	LS	1		
Erosion and Sediment Control					
26	Diversion Berms, Slope Drains, Silt Socks, Drop Inlets, and Inlet/Outlet Protection Structures	LS	1		
27	Perimeter Stormwater Conveyance Channels	LS	1		
28	Revegetation (Including Borrow Areas)	LS	1		
29	Dewatering Pump and Appurtenances	LS	1		
30	Sediment Basins	LS	1		
31	Sediment Basins Cleanup	LS	1		
32	Sediment Fence	LS	1		
TOTAL BASE BID (ITEMS 1 - 32)					
ALTERNATIVE BID ITEMS					
33	Wind Defender	LS	1		
34	ABC Stone	CY	100		
35	#57 Stone	CY	100		

Attachment No. 2: Revised Specifications

Revised Section 01025: Measurement and Payment

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. All Work completed under the Contract will be measured using United States Units of Measurement.
- B. All items not specifically listed in the approved Schedule of Values for which there is no instructions as to where the price shall be included shall be covered by distributing the price within the listed items. No additional payment will be allowed.
- C. All Work shall meet the applicable requirements of the CQA Plan for this project before payment will be approved.

1.02 AUTHORITY

- A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this section.
- B. Take all measurements and compute quantities. ENGINEER will verify measurements and quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by ENGINEER shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Unit Price provided in the Contract.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement of quantities expressed as volume shall be based upon topographic surveys of the area prior to and after the Work is completed. Survey will be within the Work limits shown on the Drawings for each item with no additional allowances for shrinkage, swelling, or creep.
 - 1. In computing volumes of excavation and fill, topographic surveys, or other methods, acceptable to the ENGINEER, will be used.
- B. Measurement of quantities expressed as area shall be based upon horizontal survey of the Work limits.
- C. Measurement of linear items such as piping will be for quantities actually installed to the specified Work limits, based upon horizontal surveyed stations recorded along the straight or curved centerline of each respective item.
- D. “Lump Sum,” when used as an item of payment, shall mean complete functioning item for the Work described by the Contract Documents. When a complete structure or structural unit is specified as the unit of measurement the unit shall be construed to include all necessary fittings, accessories, and appurtenances.

- E. Tonnage measurements shall be based upon the actual weight of material brought to the site and placed. Tonnage material must be placed according to the dimensions shown on the Drawings.
- F. Item measurements “each” shall be complete functional items as described in the Specifications and as shown on the Drawings and shall be construed to include all necessary fittings, accessories, and appurtenances.
- G. Attach copy of surveyor’s calculations and supporting documentation to applications for payment verifying the total quantity of each completed unit cost work item.

1.05 PAYMENT

- A. Payment for each Lump Sum Price stated in the approved Schedule of Values shall constitute full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work required to complete all Work specified under that particular item including cleanup, and all costs for doing related Work as set forth in these Specifications and/or on the Drawings or implied in carrying out their intent. The Lump Sum stated in the approved Schedule of Values shall be deemed to include an allowance for overhead and profit.
- B. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by ENGINEER multiplied by the Unit Sum/Price for Work which is incorporated in or made necessary by the Work.
- C. Requests for payment shall be in accordance with the requirements provided within this Project manual.
- D. Payment will be made to the limits as specified in the Contract Documents. If the constructed limits are less than the specified limit, payment will be made to the actual limits of construction as shown on the Record Drawings prepared by a surveyor licensed in the State of North Carolina. Payment for quantities that exceed the specified contract limits will only be made with the approval of the ENGINEER. The payment for quantities that exceed the contract quantities can only be obtained through an approved change order before contract quantities are exceeded.
- E. No partial payments shall be made for the installation of items which have not been tested and approved.
- F. Upon installation and acceptance by the OWNER or ENGINEER, the unit cost for the item is eligible to be paid and shall be made in payment to account for the quantity of materials actually installed in the Work. The OWNER will not pay for material in excess of what is actually installed in the Work.
- G. Payment for Unit Price items will be made monthly until completion of each unit price item based on quantity estimates by CONTRACTOR and verified by the ENGINEER. Final payment will be based on quantity calculated from Record Drawings.

1.06 VARIATIONS IN ESTIMATED QUANTITIES

- A. The quantities given in the Bid Form are approximate only and are given as a basis for the uniform comparison of bids, and OWNER does not expressly or by implication agree that the actual amount of Work will correspond therewith.
- B. The CONTRACTOR must provide, for Unit Price Work, a proposed Contract Price

determined on the basis of estimated quantities required for each item. The estimated quantities of items are not guaranteed and are solely for the purpose of comparing bids. Each such Unit Price will be deemed to include an amount for overhead, profit, and indirect costs for each separately defined item.

- C. An increase or decrease in the quantity for any Unit Price item shall not be regarded as sufficient grounds for an increase or decrease in the price of the items except as provided herein.
- D. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by the CONTRACTOR subject to the provisions of the General Conditions Article 13.

1.07 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of ENGINEER, it is not practical to remove and replace the Work, the ENGINEER will direct one of the following remedies:
 - 1. The defective Work may remain, but the Unit Sum/Price will be adjusted to a new Sum/Price at the discretion of the OWNER.
 - 2. The defective Work will be partially repaired to the instructions of the ENGINEER, and the unit Sum/Price will be adjusted to a new Sum/Price at the discretion of the OWNER.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage Sum/Price reduction.
- D. The authority of the ENGINEER to assess the defect and identify payment adjustment is final.

1.08 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

PART 2 PROCEDURE

2.01 CONTRACT ITEMS

- A. The following are more detailed descriptions of payment items as listed on the Table of Prices. The work includes, but is not necessarily limited to, what is described.

Item 1 – Mobilization and Demobilization:

- a. Scope: Work shall include the furnishing of all materials, and operations required for the assembling and setting up for the project and dismantling and removal at the conclusion of the project. Additionally, work includes but not limited to: initial movement of personnel to the project site, establishment of field office for the CONTRACTOR and ENGINEER, establishment of shops and plants, provision of sanitary and any other facilities or utilities required by the Contract Documents and State or Local regulations, moving on and off site all construction equipment, hauling units, mixers, compressors, and tools required to complete the work, establishment of storage yard area, all other work and operations which must be performed prior to beginning work on compensable items of work at the project site, the cost of required insurance and bonds and any other initial expense required by the OWNER or the State, removal of any excess materials, development and maintenance of a traffic control plan, removal and proper disposal of all construction related wastes and debris, and restoration of all disturbed areas.
- b. Payment: Twenty-five (25) percent of the Lump Sum Price bid will be paid with the first payment request following satisfactory evidence of mobilization of sufficient labor, equipment, and material to adequately progress the Work of this Contract. Twenty-five (25) percent of the Lump Sum Price bid will be paid with the payment request subsequent to the payment request in which the initial payment for this item is made. Fifty (50) percent of the Lump Sum Price bid will be paid with the Final Payment request. This item shall be limited to no more than 5% of the total extended price as indicated on the approved Schedule of Values. The payment for this item shall be made at the Contract Price (lump sum) for Mobilization and Demobilization.

Item 2 – Site Preparation:

- a. Scope: Work shall include site preparation and restoration under Section 02100 consisting of any clearing and grubbing and removal of debris required to initiate and complete the work. Additionally, work shall include the installation of the silt fence to delineate the area of disturbance and the additional silt fence around the borrow area as shown on the Drawings.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for Site preparation The payment for this item shall be made at the Contract Price (lump sum) for Site Preparation and Restoration.

Item 3 – Field Engineering, Surveying, and Record Documents:

- a. Scope: Work shall include record documents prepared in accordance with Section 01720, and construction progress documentation prepared in accordance with Section 01250. Survey of the construction area existing conditions prior to commencing construction activities shall be included. Ground elevations shall be surveyed and staked. Additionally, work for this item includes all field engineering services and meetings needed to accomplish the Work.

- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for Field Engineering in accordance with Section 01050. Payment for this item shall be made at the Contract Price (lump sum) for Field Engineering.

Item 4 – Locating Edge of Existing Liner

- a. Scope: Work shall include, but not be limited to, all activities needed to prepare the existing edge of liner on Phase 5 of the landfill for tie-in to the Phase 7 liner construction. These activities include, but are not limited to, locating the edge of liner, excavation of cover soil and/or waste material to expose the liner for tie-in, removal of the existing anchor trench material, and preparation of the soil liner and trimming/cleaning of the geomembrane liner for tie-in to the Phase 7 liner. Additionally, this line item also includes covering any exposed waste on Phase 5 along the tie-in area with one (1) foot of cover soil.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for locating the edge of existing Phase 5 liner. Payment for this item shall be made at the Contract Price (lump sum) for Locating Edge of Existing Liner.

Item 5 – Construction Quality Control (CQC)

- a. Scope: Work shall include construction quality control (CQC) under Section 01400.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for construction quality control (CQC). All Work conducted under Section 01400 and project specification shall be paid for at the Contract Price (lump sum) for Quality Control including, but not limited to, suppliers, manufacturers, products, services, site conditions, and workmanship.

Item 6 – Facilitation/Coordination of Cell Tower Power Line and Fiber Optic Cables Relocation

- a. Scope: Work shall include all facilitation/coordination efforts related to the relocation of the power line and fiber optic cables of the Cell Tower located northeast of Phase 7. The actual relocation of the utility lines will be performed by the appropriate local utility company. The facilitation/coordination efforts shall include provision of staging areas for local utility companies, marking proposed utility locations, and onsite meetings with local utility companies.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to facilitate the relocation of the Cell Tower power line and fiber optic cables as described in the Project Specifications and the Drawings.

Item 7 – Underdrain Pipes

- a. Scope: Work shall include, but not be limited to, the installation of two (2) 8-inch corrugated perforated HDPE underdrain pipes, #57 stone, 8 oz. geotextile,

and incidentals such as excavation, disposal of the excavated material, backfill and proper compaction.

- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install two (2) subsurface drain (i.e., underdrain) pipes in Phase 7 as described in the Project Specifications and the Drawings.

Item 8 – Earthwork (Cut/Fill):

- a. Scope: Work shall include, but not be limited to, hauling, stockpiling, placement and compaction of excess soils, watering, haul road construction and maintenance, and maintenance of the excavation and the stockpile areas as required to comply with the Drawings. Adequate drainage shall be provided in the excavation area by CONTRACTOR.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for earthwork (cut/fill) (including unclassified excavation) as described in the Specifications to the lines and grades specified on the Drawings.

Item 9 – Over Excavation and Backfill (Contingency):

- a. Scope: Work shall include, but not be limited to, the limits of excavation which shall be agreed to by both the CONTRACTOR and OWNER at the time of excavation. The use of truck load counts to estimate materials removed or placed will not be accepted as a basis for payment. The limits of the excavation shall be determined by the ENGINEER and agreed by both the CONTRACTOR and OWNER or ENGINEER at the time of excavation.
- b. Payment: The quantity for this line item will be the in-place volume of unsuitable materials estimated from the limits of excavation. The contingency allowance shall be exercised only with the approval of the ENGINEER and the OWNER. The Contract Unit Price per cubic yard shall be full compensation for removal of unsuitable materials and backfill prior to any structural fill placement or gravity line placement, including excavation, disposition of excavated materials, backfill, and compaction. The quantity of work to be paid for under this item will be per measured cubic yard of the excavation.

Item 10 – Waste Removal (Contingency):

- a. Scope: Work shall include, but not be limited to, the removal of waste and disposal of waste at the active area of the landfill and is contingent based on the direction of the ENGINEER and OWNER.
- b. Payment: The Contract Unit Price per cubic yard shall be full compensation for removal of waste and disposal of waste at the active area of the landfill as directed by Transylvania County, as defined in the Contract Documents. The quantity of work to be paid for under this item will be per measured cubic yard of the excavation. The work under this item will be performed on a contingency basis at the direction of the ENGINEER and OWNER.

Item 11 – Rock Removal (Contingency):

- a. Scope: Work shall include the rock removal measured in cubic yard. The limits of rock removal shall be agreed to by both the CONTRACTOR and OWNER upon completion of rock removal.
- b. Payment: The Contract Unit Price per cubic yard shall be full compensation for materials, labor, and equipment necessary for the removal of rock that cannot be removed by mechanical means, as defined in the Construction Specifications, and backfill prior to any structural fill placement. The price for this item shall be paid for at the Contract Unit Price per cubic yard of rock removed and shall include the cost of all work associated with removing, loading, hauling, and disposing rock, and excavation, backfill and compaction. No payment will be made for unauthorized rock removal. The work under this item will be performed on a contingency basis at the direction of the OWNER. Excavated rock material may be stockpiled onsite with approval from the OWNER.

Item 12 – Geogrid with Vegetative Stabilization:

- a. Scope: Work shall include, but not be limited to, furnishing and installation of the geogrid to stabilize and reinforce the slopes shown on the Drawings. All materials used and work performed shall meet the requirements of this specification and the Contract Documents, or the manufacturer's installation and handling instructions, whichever are more stringent.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install the geogrid and stabilize the reinforced slopes required for this project as shown on the Drawings.

Item 13A – Low Permeability Compacted Soil Liner (Onsite Soils):

- a. Scope: Work shall include, but not be limited to, the ground surveys before and after placement of the low permeability compacted soil liner, placement, and compaction of suitable soils to construct the low permeability compacted soil liner, and the construction of test pads.
- b. Payment: The Contract Unit Price per cubic yard shall be payment in full for all materials, labor, and equipment necessary for the hauling (from onsite borrow sources), placement and compaction of suitable soils to construct the low permeability compacted soil liner, including excavation, construction of test pad(s), testing, hauling, spreading, moisture modification and compaction. Included in this line item is cost associated with amending local borrow soil materials to meet project specifications. The CONTRACTOR's surveyor shall perform surveys of the ground surface before and after placement and compaction of soil liner within the required construction limits that will be used by the OWNER and the ENGINEER to verify the thickness of compacted, in-place soil liner. These surveys will be provided to the OWNER as a condition for payment. Final payment for soil liner will be based on the measured in-place cubic yard of soil liner material and will not be made until it has been surveyed and accepted by ENGINEER from record drawing.

Item 13B – Low Permeability Compacted Soil Liner (Offsite Soils):

- a. Scope: Work shall include, but not be limited to, the ground surveys before and after placement of the low permeability compacted soil liner, placement, and compaction of suitable soils to construct the low permeability compacted soil liner, and the construction of test pads.
- b. Payment: The Contract Unit Price per cubic yard shall be payment in full for all materials, labor, and equipment necessary for the procurement and hauling from offsite borrow sources, placement and compaction of suitable soils to construct the low permeability compacted soil liner, including excavation, construction of test pad(s), testing, hauling, spreading, moisture modification and compaction. The CONTRACTOR's surveyor shall perform surveys of the ground surface before and after placement and compaction of soil liner within the required construction limits that will be used by the OWNER and the ENGINEER to verify the thickness of compacted, in-place soil liner. These surveys will be provided to the OWNER as a condition for payment. Final payment for soil liner will be based on the measured in-place cubic yard of soil liner material and will not be made until it has been surveyed and accepted by ENGINEER from record drawing.

Item 14 – Reinforced Geosynthetic Clay Liner (GCL)

- a. Scope: Work shall include, but not be limited to, materials, labor, and equipment necessary to install the reinforced geosynthetic clay liner (GCL). The CONTRACTOR's surveyor shall perform construction surveys that will show the total area of GCL installed.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for the supply and installation of the reinforced GCL including all labor, material, equipment, and other incidentals, such as transportation, unloading, stockpiling, protecting, placing, and quality control testing as required to comply with the Drawings and Project Specifications. Twenty-five percent (25%) of this line item will be retained until all quality control testing results, daily logs, certifications, and as-built layouts are submitted to and determined to be complete by the OWNER.

Item 15 – 60-mil Textured White HDPE Geomembrane Liner:

- a. Scope: Work shall include, but not be limited to, materials, labor, and equipment necessary to install the textured (WHITE side up) 60-mil HDPE geomembrane liner, and any repairs needed to be made based on any leaks discovered from the exposed liner Electric Leak Location (ELL) survey.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for the supply and installation of textured (WHITE side up) 60-mil HDPE geomembrane liner, including quality control testing, shipping, unloading, and placement. The price for this item shall include performing an exposed liner ELL survey by the CONTRACTOR, and the coordination and site preparation required for the covered geomembrane ELL survey (to be performed by the CQA consultant). Any leak repairs related to the ELL found by the ELL survey shall be repaired by the CONTRACTOR in accordance

with Project Specifications. Twenty-five percent (25%) of this line item will be retained until all quality control testing results, daily logs, certifications, and as-built panel layouts are submitted to and determined to be complete by the OWNER.

Item 16 – Geotextile Cushion Fabric:

- a. Scope: Work shall include, but not be limited to, materials, labor, and equipment necessary to install the non-woven 16 oz. geotextile cushion fabric.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install non-woven 16 oz. geotextile cushion fabric, including but not limited to shipping, unloading, and placement. Twenty-five percent (25%) of this line item will be retained until all quality control testing results, daily logs, and certifications are submitted to and determined to be complete by the OWNER.

Item 17 – Anchor Trench Excavating and Backfilling:

- a. Scope: Work shall include, but not be limited to, excavating and backfilling of anchor trenches for the liner system.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary for the excavation and backfilling of anchor trenches for the liner system, including any incidentals such as dewatering the anchor trench during construction. Work under this item includes furnishing and installing all plywood and liner markers as shown on the Drawings.

Item 18 – HDPE (DR17) 10-inch Diameter Pipe and Fittings:

- c. Scope: Work shall include, but not be limited to, the installation of leachate collection piping, connections, and cleanouts with stainless steel hardware. Additionally, work shall include testing, flushing and camera inspection of leachate lines at the completion of construction. The CONTRACTOR's surveyor shall survey all leachate pipes within the required construction limits.
- d. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install the leachate collection and conveyance piping system in accordance with Specification Section 02618 and the Drawings, using HDPE (DR17) 10-inch diameter pipe. Payment for this item shall be made at the Contract Price (lump sum) for HDPE (DR17) 10-inch Diameter Pipe and Fittings.

Item 19 – Sump Risers and Concrete Sump Headwalls

- a. Scope: Work shall include, but not be limited to, materials and labor for installing the HDPE riser (DR17), fast flanges, stainless steel hardware and connection. This item also includes the concrete headwall at the sump riser, associated above ground piping, insulation, cladding, pipe support, and flow meters required for each sump by Contract Documents.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to furnish and install HDPE risers in

accordance with Specification Section 02618. Payment for this item shall include all costs associated with delivery of the material, placement, joining, testing, camera inspection, flushing and surveying, and backfilling.

Item 20 – HDPE (DR11) 4”/8” Dual Containment Leachate Force Main

- a. Scope: Work shall include, but not be limited to, installation of leachate force main, air release valve and apparatus, manholes, connections, pipe markers/tracing, and testing of the carrier and containment pipes. Work shall include testing, flushing of leachate force main at the completion of construction.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install the HDPE (DR11) 4”/8” Dual Containment Leachate force main in accordance with Specification Section 02618 and the Drawings. Payment for this item shall be made at the Contract Price (lump sum) for HDPE (DR11) 4”/8-inch Diameter Pipe and Fittings. The CONTRACTOR’s surveyor shall survey all leachate pipes within the required construction limits.

Item 21 – Washed Coarse Drainage Aggregates (No.6M or 67 stone)

- a. Scope: Work shall include, but not be limited to, materials and labor for installing the washed coarse drainage aggregates for the liner system. Additionally, the CONTRACTOR’s survey prior to and after placement of drainage aggregate material within the required construction limits will be used to verify the thickness of in-place drainage layer.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and place washed coarse drainage aggregate as shown on the Drawings, in accordance with Specification Section 02225, including quality control testing, hauling, and spreading. Payment for this item is contingent on the receipt and acceptance of survey drawings prepared in accordance with the Specifications and certified by a North Carolina licensed Land Surveyor.

Item 22 – 20-mil White Geosynthetic Rain Cover:

- a. Scope: Work shall include, but not be limited to, materials, labor, and equipment necessary to install the 20-mil white geosynthetic rain cover. This item includes a concrete pad as shown on the Drawings for a dewatering pump.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to the supply and install the rain cover including anchor trench and sandbag ballast system as shown on the Drawings and Contract Documents. The price shall include using Ultraviolet Resistant sandbags and ropes, and a minimum one-year warranty on labor and material.

Item 23 – Stormwater Diversion Berm and Rain Flap:

- a. Scope: Work shall include, but not be limited to, materials, labor, and equipment necessary to construct the temporary stormwater diversion berm

and rain flap shown on the Drawings.

- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to the construction of the stormwater diversion berm and supply and installation of the additional drainage layer, rain flap, and sandbag ballast system as shown on the Drawings and Documents. The price shall include using Ultraviolet Resistant sandbags and ropes, and a minimum one-year warranty on labor and material.

Item 24 – Leachate Pumps and Electrical Work:

- a. Scope: Work shall include, but not be limited to, cost associated with pump startup by the pump manufacturer. The installation includes complete electrical installations and inspections required by local, State, and Federal codes for the electrical work. Included in this bid item is the coordination with local utility to provide electric service to the pump control panel and the sump pumps.
- b. Payment: The Lump Sum Price bid for this item shall be payment in full for all materials, labor, and equipment required to provide and install the electric meter, pump control panel, leachate pumps, flow meter, and all electrical connections will be at Contract Price (lump sum) and shall be full compensation for the materials and work completed, inspected, and accepted. The payment shall be full compensation for the materials and work completed and inspected.

Item 25 – Perimeter Roads, Cell Tower Access Road, and Temporary Gravel Construction Entrance/Exit:

- a. Scope: Work shall include, but not be limited to, grading and installation of the RCP culverts, woven filter fabric, 8-inch base course which includes 4-inch of AASTHO #1 Surge Stone and 4-inch of ABC stone, and guardrails.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and construct the perimeter access road encompassing Phase 7 and SB-7E, the cell tower access road, and the temporary gravel construction entrance/exit for Phase 7 as shown on the Drawings.

Item 26 – Diversion Berms, Slope Drains, Silt Socks, Drop Inlets, and Inlet/Outlet Protection Structures

- a. Scope: Work shall include, but not be limited to, grading of berms and installation of HDPE slope drains, silt socks, drop inlets, and proposed inlet and outlet protection structures.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply of materials and construct/install the diversion berms, slope drains, silt socks, drop inlets, and inlet, and outlet protection structures in Phase 7 as shown on the Drawings.

Item 27 – Perimeter Stormwater Conveyance Channels:

- a. Scope: Work shall include, but not be limited to, grading, installation of 10 oz. nonwoven geotextile, proposed inlet and outlet protection structures, and riprap channel lining.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to construct the stormwater conveyance channels of Phase 7 as shown on the Drawings.

Item 28 – Revegetation (Including Borrow Areas):

- a. Scope: The work includes, but is not limited to, grading to drain, eliminating ponding, maintaining design slopes, of disturbance areas related to the Phase 7 construction work and any borrow areas disturbed during construction. The work also includes permanent seeding and matting of all areas not covered with aggregate or concrete in accordance with the Contract Documents.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to grade, mat, and revegetate areas disturbed by construction activities. The payment shall be full compensation for the materials and work completed and accepted.

Bid Item 29 – Dewatering Pump and Appurtenances

- a. Scope: Work includes, but is not limited to, dewatering ponded water on Phase 7 (e.g., from rain cover) during the construction as required.
- b. Payment: The Lump Sum Price bid for this item shall be payment in full for all materials, labor, and equipment required to provide dewatering of ponded areas. The payment shall be full compensation for the materials and work completed and accepted.

Bid Item 30 – Sediment Basins

- c. Scope: Work includes, but is not limited to, grading, forebay berms, outlet barrels, baffles, riser boxes, skimmers, anti-seep collars, emergency spillways, and incidentals such as excavation, backfill and proper compaction for one (1) proposed sediment basin and one (1) modified sediment basin.
- d. Payment: The Lump Sum Price bid for this item shall be payment in full for all materials, labor, and equipment required to construct one (1) proposed sediment basin and to modify one (1) existing sediment basin. The payment shall be full compensation for the materials and work completed and accepted.

Bid Item 31 – Sediment Basins Cleanup

- a. Scope: Work includes, but is not limited to, excavation, hauling and disposal of sediments, restoring sediment basin to design grades. re-installing baffles, filter stone, permanent seeding and matting of disturbed areas in accordance with the Contract Documents.
- b. Payment: The Lump Sum Price bid for this item shall be payment in full for all materials, labor, and equipment required for dewatering and cleanup of the two (2) sediment basins associated with this project at the completion of construction. The payment shall be full compensation for the materials and work

completed and accepted. A final record drawing sealed by a North Carolina licensed Land Surveyor for the two (2) sediment basins shall be provided to the ENGINEER to review and approve before payment is made for this line item.

Bid Item 32 – Sediment Fence

- a. Scope: Work shall include, but not be limited to, installation of sediment fence, removal of sediment deposit as necessary, and removal of sediment fence once construction is finished.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to install the sediment fence of Phase 7 as shown on the Drawings.

Alternate Bid Items

Bid Item 33 – Wind Defender

- a. Scope: Work shall include, but not limited to, materials, labor, and equipment necessary to install the Wind Defender.
- b. Payment: The Lump Sum Price for this item shall be payment in full for all materials, labor, and equipment necessary to supply and install a Wind Defender in lieu of the sandbag ballast system required for the 20-mil White Geosynthetic Rain Cover as shown on the Drawings and as required by Project Specifications. The price shall include using anchor trench, Ultraviolet Resistant sandbags as needed for additional ballasting, and warranty on labor and material as required by Project Specifications.

Bid Item 34 – ABC Stone

- a. Scope: Work shall include, but not limited to, the supply and stockpiling of ABC stone as directed by the OWNER.
- b. Payment: The Contract Unit Price per cubic yard shall be full compensation for all materials, labor, and equipment necessary to supply and stockpile ABC stone. The quantity of work to be paid for under this item will be per measured cubic yard of the ABC stone. The work under this item will be performed on a contingency basis at the direction of the ENGINEER and OWNER.

Bid Item 35 – #57 Stone

- a. Scope: Work shall include but not limited to, the supply and stockpiling of #57 stone as directed by the OWNER.
- b. Payment: The Contract Unit Price per cubic yard shall be full compensation for all materials, labor, and equipment necessary to supply and stockpile the #57 stone. The quantity of work to be paid for under this item will be per measured cubic yard of the #57 stone. The work under this item will be performed on a contingency basis at the direction of the ENGINEER and OWNER.

PART 3 EXECUTION

3.01 The CONTRACTOR shall be responsible to make all measurement and calculations to determine volumes and quantities for all applications for payment submittals and final record drawings prepared by a surveyor licensed in the State of North Carolina.

END OF SECTION 01025