

TRANSYLVANIA COUNTY - WOODRUFF LANDFILL PHASE 7 EXPANSION CONSTRUCTION (REBID) PRE-BID MEETING MINUTES

Location: 500 Howell Road, Brevard, NC, 28712

Date: February 27, 2025

Time: 10:00 A.M.

The following pre-bid meeting minutes will be part of the Contract Documents, and it replaces the meeting agenda that was provided during the pre-bid meeting. The meeting agenda was provided for convenience, and is not part of the Contract Documents.

Introduction

This was a *non-mandatory* pre-bid meeting for the Phase 7 Expansion construction project of the Woodruff Landfill. The meeting provided an opportunity for the various parties to share information, ask questions, and for bidders to visit the landfill, and become familiar with the project. Bidders were encouraged to visit the project area after the pre-bid meeting to become familiar with the site conditions.

Attendees

- **Transylvania County (County):** Kenn Webb, Dwayne Smith, David McNeill, Jennifer Galloway, Lissa Padgett, Liam McKissock
- **LaBella Associates (LaBella):** Kelechi Nwaokorie, Rohit Garg, Connor Haydon
- **Blue Flame:** Chris Bolek
- **Bradley & Conner Grading Contractors, Inc.:** Landon Bradley
- **Buchanan and Sons, Inc.:** Tom Edge
- **Bunnell Lammons Engineering:** Grant Cochrane
- **CBP Environmental** – John Quinlan (*via Microsoft Teams*)
- **Clean Harbors** – Jeff Rikard (*via Microsoft Teams*)
- **ES-Integrated** – Tim Sloan, Zach Armstrong
- **GSI** – Dereck Severt (*via Microsoft Teams*)
- **HNA Contracting** – Ray Hoffman
- **McNeely Companies:** Bo McCall, Michael Holden
- **Morgan Corp.:** Thomas Kirby
- **Vecellio & Grogan, Inc.:** Brian Harvey, Glenn Pratt

Sign-in

All interested bidders, officials from the County, i.e., the Owner, and staff from LaBella Associates (Engineer) present at the meeting signed in before and during the meeting. Meeting attendees that joined via Microsoft Teams provided their names and contact information in the chat window of the meeting.

ITEMS OF DISCUSSION

1. **Project Description:** Kelechi Nwaokorie commenced the meeting at approximately 10:01 A.M., by conducting a brief introduction of the Owner's personnel and Engineer's representative present at the

meeting, and by providing an overview of the work entailed for the Phase 7 Expansion construction project.

2. Bidding Schedule

- Kelechi restated the bidding schedule listed in the Contract Documents and the pre-bid meeting agenda. Kelechi reiterated that **Tuesday, March 4, 2025, at 05:00 P.M.**, is the deadline for receiving questions or requests for clarification pertaining to the Contract Documents. All questions or requests for clarification must be submitted in writing via email to rgarg@labellapc.com, and knwaokorie@labellapc.com. Kelechi stated that LaBella will work with the County in addressing all received questions and requests for clarification. **Questions submitted after this date/time will not be answered.** Kelechi advised bidders to ask for verification that their emails were received.
- Addendum Schedule: **Middle of week of March 10, 2025 (by 5:00 P.M.)** - Responses to questions will be provided in an Addendum via email to all bidders in attendance at the pre-bid meeting and also will be posted on the County website.
- Bids Due Date: Kelechi mentioned that the bid due time, i.e., 5:00 P.M., listed in the bid documents is not correct and bids must be submitted by **Tuesday, March 18, 2025 (by 10:00 A.M.)**. Kelechi said the correct bid due time will be listed in the addendum. Sealed bids are due to:
Transylvania County Finance Department
Attn: Jennifer Galloway, Purchasing Coordinator
101 South Broad Street, Brevard, NC 28712

3. Submit with Bid (refer to Section 00112 of Project Manual)

- Kelechi listed the documents required to be included in the bid (also provided in Section 00112 of the Project Manual):
 - Bid Submittal Checklist
 - Bid Form for Construction Contract
 - Bid Bond (5%)
 - List of Subcontractors
 - Non-collusion Affidavit
 - Qualifications Statement
 - Evidence of insurance as required in the Supplementary Conditions
 - Acknowledgement to receive addendum if any.

In addition, Kelechi mentioned that bidders should review Section 00200: Instructions to Bidders for Construction Contract to ensure their bid submittal satisfies all requirements needed for a complete bid.

4. Scope of Work: Kelechi provided a general summary of the project scope of work (not inclusive):

- Install erosion & sediment controls
- Construct one (1) new sediment basin and modify one (1) existing basin
- Construct two (2) new sediment traps
- Site preparation and clearing
- Construct access roads
- Earthwork (cut/fill)
- Install underdrain
- Install geogrid on slopes (refer to Section 13318 and construction drawings)
- All fill areas to be placed as structural fill
- Expose and survey existing liner tie-in (cover exposed waste in Phase 5 once liner tie-in is completed)
- Landfill base liner system – refer to project specifications
 - 18" low permeability soil liner
 - Geosynthetic Clay Liner (GCL)
 - Textured 60-mil HDPE Liner
 - 16 oz. non-woven geotextile cushion
 - 24" Drainage Layer
- Install HDPE sump, manholes, leachate collection pipes, and dual-contained leachate force main
- Construct sump headwall, control panel, dewatering pad; Install underground electric connections
- Clean, flush, and camera inspect the leachate collection system at the completion of construction
- Install rain cover and rain flap; install stormwater pump
- Revegetation and matting

- Stormwater conveyance channels
- Facilitation/coordination of cell tower power line and fiber optic cables relocation
- Construction quality control (refer to Section 01400)
- Continuous access to the cell tower.

5. Construction Schedule

- Kelechi asked Kenn Webb and David McNeill for the anticipated date for the issuance of the Notice of Award (NOA) and Notice to Proceed (NTP). David mentioned that the County's Board of Commissioners have a meeting on March 24, 2025. David said that the NOA and NTP can be issued by the end of March. Kelechi said that to provide some buffer, the CONTRACTOR can anticipate that the NOA and NTP will be issued by the 1st week of April. David added that construction is expected to begin by mid-April 2025.
- As detailed in the Project Manual, substantial completion is required to occur within 240 days from issuance of the NTP while final completion is anticipated to occur within 270 days from the issuance of the NTP.
- Kelechi informed the meeting attendees that substantial completion for this project is defined as follows:
 - Completion of the sediment basins/traps and erosion and sediment control features, the stormwater management system, the underdrains, the access roads, the liner system, the leachate collection and removal system, and submittal of all quality control documentation as required by the project documents, so the Construction Documentation Report can be submitted to NCDEQ.
- Kelechi reiterated that liquidated damages will be assessed if the CONTRACTOR exceeds the contract time and that weather delays will only be considered in accordance with the Supplementary Conditions. Kelechi also added that a rain gauge must be installed onsite by the CONTRACTOR to record and document weather days.

6. General

- **Landfill Traffic Flow:** Kelechi said that due to the project occurring at an active landfill site, traffic control is an important component of the project and is **to be provided by the CONTRACTOR** during construction to allow waste haul trucks to access Phases 5 and 6 of the existing Landfill. The CONTRACTOR is required to maintain the perimeter access road throughout the construction of Phase 7. Kelechi added that there is a specification in the Project Manual (Section 01570) that outlines the minimum traffic control required for this project and stated that the CONTRACTOR should provide additional traffic control measures to protect their work and for the safety of landfill personnel and County residents. The CONTRACTOR should factor in the cost of traffic control in their bid.
- **Contractor Experience:** Kelechi mentioned that the successful BIDDER shall be a CONTRACTOR who has experience in earthwork and low-permeability soil liner construction, leachate collection and conveyance systems, HDPE pipe welding, managing landfill gas and leachate, and must be familiar with landfill construction general requirements. The CONTRACTOR shall meet the minimum experience requirements in the bid documents. Section 00451 "Qualifications Statement" will be used to evaluate the Bidder's experience record within the last five (5) years and landfill construction projects successfully completed by the BIDDER or their subcontractors in addition to the requirements of the installer as set out in the specifications. At least two (2) Subtitle D composite liner projects totaling 500,000 square feet of constructed liner within the last five (5) years is required to have been successfully completed by the CONTRACTOR or his subcontractors in addition to the requirements of the installer as set out in the specifications. A North Carolina General CONTRACTOR License is required for this project (refer to Bid Form).
- **Initial Work by CONTRACTOR:** Kelechi mentioned that bidders are responsible for being acquainted with all existing conditions. Prior to submitting bids, interested bidders may perform their own subsurface investigation to satisfy themselves as to the site and subsurface conditions, but such subsurface investigations and site visits shall be performed only under the schedules and arrangements approved in advance by the County. Interested bidders should contact Kenn Webb (kenn.webb@transylvaniacounty.org) to schedule a site visit.
- Kelechi informed the meeting attendees that **Part VI** of the Project Manual summarizes the findings of the limited borrow studies performed at the Woodruff Landfill. Kelechi added that interested bidders are responsible for performing their own subsurface investigation and should coordinate any required

site visit with Kenn. The borrow study reports are only provided for reference.

- **Prior to land disturbance:** Kelechi stated that the CONTRACTOR is responsible for locating the facility property line when work (including borrow excavation) will be performed within 25 feet of the property line.
- **Facilitation/Coordination of Cell Tower Power Line and Fiber Optic Cables Relocation:** Kelechi reiterated that the CONTRACTOR is responsible for 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 attending onsite meetings with local utility companies.
- **E&S Control:** Kelechi informed the meeting attendees that the CONTRACTOR must complete the construction of the erosion and sediment control features prior to starting any other earth disturbing work. The CONTRACTOR must protect their work, maintain and divert run-on away from the construction area throughout the construction project. Kelechi mentioned that there is an approved E&S Plan permit for the disturbances directly associated with construction of the Phase 7 cell. The E&S Plan application for the borrow areas and cell tower access road is currently under NCDEQ review and pending approval. Kelechi said that the limits of disturbance (LOD) and grading for the borrow areas, and the accompanying E&S features may change based on NCDEQ's review. Any revisions to these features will be included in the addendum.
- **Construction water:** Kelechi asked Kenn if there is a source for construction water on the project site. For large water needs, Kenn said that the CONTRACTOR can use an access pipe connected to the French Broad River, off Highway 64. The French Broad River is approximately 3 miles from the Landfill. Kenn added that for small water needs, the CONTRACTOR can use the onsite water well.
- **Existing Site Conditions and Restrictions:** Kelechi reiterated that any damage to existing site structures, including monitoring wells, gas probes, utility poles, leachate force mains, manholes, and pump station control panels by the CONTRACTOR shall be repaired to original condition at no additional cost to the County. The CONTRACTOR should use high visibility fencing to mark monitoring wells in close proximity to the construction area.
- **Requirements for Scheduling:** Kelechi asked Kenn for the landfill's operating hours. Kenn said the landfill operates from Monday to Saturday between 8:00 A.M. and 4:00 P.M., but that the CONTRACTOR can work 7 days a week. Kenn said that the work should be performed preferably during daylight hours and that the County will provide a key for the site entrance and will coordinate access with the CONTRACTOR.
- **Site Access:** Kenn said the CONTRACTOR's large vehicles must access the site through Highway 64 and the Woodruff Road access road. This access road is 3 miles long and consists of an approximately 1.5 mile stretch of asphalt pavement with the rest of the road consisting of gravel pavement. Smaller vehicles can access the site via Howell Road.
- **Safety:** Kelechi reminded the meeting attendees that the CONTRACTOR is responsible for safety and security of his personnel, equipment, and shall adhere to the County's safety guidelines and to the state and federal safety guidelines. Kelechi stated that the project site is an active landfill, and landfill personnel, and County residents/customers will be traversing the landfill access roads during the project, so the CONTRACTOR shall use all appropriate safety measures and precautions.
- The CONTRACTOR will be responsible for **both litter and dust control, and sanitary facilities for his and his subcontractor's personnel.**
- **Placement of Stockpiles:** Kelechi informed meeting attendees that stockpiles should be placed in the location shown on Drawings No. CP-02B and 03A but that the County will provide additional direction for the location and placement of stockpiles. Kelechi stated that additional stockpile locations may be provided in the Addendum.
- **Permits:** Kelechi stated that LaBella had obtained or is in the process of obtaining all the State permits

required for this work i.e., the North Carolina Department of Environmental Quality (NCDEQ) Permit to Construct (PTC), the Erosion and Sediment Control (E&S) Plan for Phase 7, and the E&S Plan for Borrow Area and Cell Tower Access Road (*currently under review and pending approval*). Kelechi informed the meeting attendees that the CONTRACTOR must apply for and obtain all permits and bonds required by the County to perform the Work. All obtained permits should be displayed at the project site and copies of the permits shall be submitted to the County and LaBella.

- **Codes:** Kelechi reminded bidders that the CONTRACTOR must obtain all necessary Town, County, and State licenses and permits and comply with all applicable codes and regulations of authorities having jurisdiction. Copies of inspection reports, notices, and similar communications must be submitted to LaBella.
- **Contractor's quality testing:** Kelechi reminded meeting attendees that in accordance with Section 01400, the CONTRACTOR is responsible for his own work and should employ competent personnel to monitor the use and placement of materials, and to perform construction quality control (CQC) testing, as necessary. Kelechi also added that substantial completion consists of the receipt of all CQC results and reports.
- **Questions:** Bidders' questions shall be directed to LaBella, via email at rgarg@labellapc.com, and knwaokorie@labellapc.com, who will solicit information as needed from the County to provide the best answer to submitted questions. Information provided by other entities will not be a basis for change orders and bids should not rely on other sources.

QUESTIONS/OTHER ITEMS OF DISCUSSION:

- A bidder asked if the CAD files for the project can be released to the bidders. Kelechi said LaBella can provide the CAD files upon receipt of a signed electronic document release (EDR) agreement form from interested bidders. Kelechi said the EDR agreement form will be forwarded to bidders upon request. A copy of this EDR agreement form is also attached for reference. Kelechi also added that due to the E&S Plan for the Borrow Areas and Cell Tower Access Road currently being under review by NCDEQ that the grades and E&S features for the borrow areas might change due to NCDEQ review comments. As a result, the CAD files that will be released to bidders will focus on the grading associated with the Phase 7 cell and the borrow areas. Kelechi said that LaBella anticipates receiving the E&S Plan approval before the bid due date and will provide any changes to the E&S features to the bidders in an addendum.
- Kenn asked if the bidders had access to the Project Manual and Construction Drawings; Jennifer Galloway stated that the bid documents were available on the County's website.
- A bidder asked what County-required permits were anticipated for this work. Based on the project scope, it is anticipated that the only County-required permit for this project will be for the electrical work associated with the project. David stated that any fees for County-required permits will be waived.
- A bidder asked for clarification on the clay liner requirements. Kelechi reiterated that the clay material should be obtained from offsite sources and that the clay material should have a maximum permeability of 1×10^{-5} cm/s.
- A bidder asked for the reason for rebidding the project. Kelechi stated that only one bid was received during the first bidding round and that some changes were made to the bidding documents to incorporate changes to the cell tower access road, revisions to the source for the clay liner material, and include additional information about site soils.
- A bidder asked if the haul/access roads will be gravel paved; Kelechi said yes. Rohit Garg asked Kenn if LaBella should include the gravel-paved access road on the Construction Documents; Kenn said yes.
- Kenn reiterated that due to the importance of the cell tower to the utility provider, that the CONTRACTOR must maintain access to the cell tower throughout construction.
- Kenn added that interested bidders can visit the site before the bid due date to observe site conditions or to perform subsurface investigations. However, Kenn reiterated that the bidders must inform the

County of their visit and that the County will provide an escort for the visitor.

CONCLUSION:

The meeting was adjourned at approximately 10:38 A.M., and the meeting attendees proceeded to visit the project area.

These minutes were prepared based on the writer's best recollection. LaBella will incorporate comments and/or exceptions received in writing before the bid due date. Revisions will be distributed to all pre-bid meeting attendees prior to the bid due date. Revised minutes will be made part of the permanent record.

By:



Kelechi J. Nwaokorie, PE
LaBella Associates

Attachment: Sign-in Sheet
EDR Agreement Form

Please write legibly. Prospective bidders are also encouraged to leave a business card

Name	Company	Email	Phone
Ray Hoffman	HNA Contracting (E&S)	RHOFFMAN@HNA-Engineering.com	704-464-6800
Bo McCall	McNeely Companies	bmcCall@mcneelyco.com	828.966.4545
Michael Holder	McNeely Companies	mholder@mcneelyco.com	828-966-4545
London Bradley	Bradley & Conner Grading Contractors, Inc	bradleygrading@yahoo.com	828-506-2641
Kelechi Nwaokorie	LaBella Associates	knwaokorie@labellapc.com	704-941-2142
ROHIT GARG	Labella Associates	Rgarg@labellapc.com	984-377-1828
BRIAN HARVEY	Vecellio + Grogan	brian.harvey@vecellio-grogan.com	304.673.5615
Rikard Jeffrey			
John Quinlan	CBP Environmental	John-quinlan@cbpinc-ga.com	
Grant Cochrane	Bunnell Lammers Engineering	grant-cochrane@BLEcorp.com	803 493 9934



Woodruff Landfill – Phase 7 Expansion Construction
Transylvania County, North Carolina

Pre-Bid Meeting, Thursday, February 27, 2025, 10:00 AM
Sign-in Sheet

Please write legibly. Prospective bidders are also encouraged to leave a business card

Name	Company	Email	Phone

Please write legibly. Prospective bidders are also encouraged to leave a business card

Name	Company	Email	Phone
Glenn Pratt	Vecellio & Grogan Inc.	glenn.pratt@vecelliogrogan.com	304-923-9139
Thomas Kirby	Morgan Corp.	tkirby@morgan-corp.com	704-219-5288
TOM EDGE	BUCHANAN AND SONS INC	estimator@bsi-construction.com	828-497-9720
Kenn Webb	Transylvania County Solid Waste	kenn.webb@transylva.org	828 884-1842
DWAYNE SMITH	TCSW	Dwayne.Smith@TransylvaniaCounty.org	577-1950
David McNeill	TC	David.McNeill@TransylvaniaCounty.org	828-558-9791
Jennifer Galloway	TC	jennifergalloway@transylva.org	828 553 5374
Lisse Padgett	TC	lisse.padgett@transcounty.org	828-264 0107
CHRIS BOLEK	BLUE FLAME	cbolek@blueflameco.com	815-412-5572
Tim Staal	ES-Integrated	Tim.Staal@es-integrated.com	064-670-1297



Woodruff Landfill - Phase 7 Expansion Construction
 Transylvania County, North Carolina

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 Sign-in Sheet

Please write legibly. Prospective bidders are also encouraged to leave a business card

Name	Company	Email	Phone
Zach Armstrong	ES Integrated	Zachary.Armstrong@ES-integrated.com	843 696 4308
Liam McKissock	TC Solid Waste	liam.mckissock@transylvaniacounty.org	828-884-1841
Jeff Rickard	Clean Harbors	jrickard@hepaco.com	
Dereck Severt	Geosynthetics (GSI)	dsevert@geosynthetics.com	

AGREEMENT FOR DELIVERY OF DOCUMENTS IN ELECTRONIC FORMAT

In connection with the **WOODRUFF LANDFILL PHASE 7 EXPANSION CONSTRUCTION PROJECT**, for which LaBella Associates, D.P.C. has been retained to provide services, **TRANSYLVANIA COUNTY** has requested that LaBella Associates provide recipient with certain instruments of services prepared by LaBella Associates and its Subconsultants in electronic machine readable format. These documents in such format shall hereinafter be referred to as the "Electronic Documents". In consideration LaBella Associates' agreement to release electronic documents, the recipient agrees as follows:

1. It is understood and agreed that all drawings, specifications, data, or other documents of any kind prepared by LaBella Associates or its Subconsultants, whether in hard copy or any electronic or machine readable format, including electronic documents (collectively "Electronic Documents") are, and shall remain, instruments of their services. These Electronic Documents were prepared solely for use in connection with this project. This agreement is not intended in any way to alter the respective interests of the parties in the instruments of services as set forth in any agreement for services between recipient and LaBella Associates, notwithstanding LaBella Associates' agreement to release the Electronic Documents to recipient.
2. The Electronic Documents are provided as a convenience to the recipient for informational purposes only in connection with the recipient's performance of its responsibilities and obligations relating to the project. The Electronic Documents do not replace or supplement the paper copies of the drawings and specifications which are, and remain, the contract documents for the project or the paper copies of any other document prepared by LaBella Associates or its Subconsultants.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be a product. It is expressly agreed by the recipient that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either expressed or implied.
4. It is further understood and agreed that no Electronic Documents shall be signed or sealed.
5. If any differences exist between printed instruments of services and the Electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the Electronic Documents.
6. Recipient assumes all liability that results from any interpretation of, or modification or alteration in any way, to the Electronic Documents.
7. The Electronic Documents may be supplied in any commercially available or privately developed software which may include but shall not be limited to the following: STAAD, Adobe Acrobat, Bentley products such as MicroStation, Autodesk products such as AutoCAD



and Revit, Microsoft products such as Word, Excel, PowerPoint, or MS Project. Transfer of Electronic Documents in no way conveys right or license to use the underlying software nor extinguish the rights of LaBella Associates to reuse the information in the general course of professional practice.

8. It is understood by recipient that the media in which any Electronic Documents are transmitted can deteriorate over time and under various conditions. LaBella Associates is not responsible for such deterioration. In addition, any conversion of the format is solely the responsibility of the recipient. Recipient understands that the conversion of paper copies of instruments of services into electronic or machine readable format, or the conversion of Electronic Documents from the machine readable format used by LaBella Associates, to some other format may introduce errors or other inaccuracies and agrees to release LaBella Associates and its Subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
9. Where the recipient has received specific permission to use the Electronic Documents in connection with recipient's obligation to prepare certain documents for the project, recipient shall, in addition to the other obligations set forth herein, be obligated to remove LaBella Associates' or the Subconsultant's title block from the copy of the Electronic Documents used by recipient.
10. Recipient further agrees that LaBella Associates' documents were prepared for use in connection with this project only, and that the Electronic Documents are supplied to recipient for the limited purpose stated above only. Recipient agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above without the expressed prior written permission of LaBella Associates.
11. Recipient agrees to waive any and all claims and liability against LaBella Associates and its Subconsultants resulting in any way from any failure by recipient to comply with the requirements of this agreement for the delivery of documents in electronic format.
12. Recipient further agrees to indemnify and hold harmless LaBella Associates and its Subconsultants and each of their partners, officers, shareholders, directors, and employees from any and all claims, judgments, suits, liabilities, damages, costs, or expenses (including reasonable defense and attorney's fees) arising as the result of either: (1) recipient's failure to comply with any of the requirements of this agreement for the delivery of documents in electronic format; or (2) a defect, error, or omission in the Electronic Documents or the information contained therein, which defect, error, or omission was not contained in the contract documents as defined in Paragraph 2 or where the use of such contract documents would have prevented the claim, judgment, suit, liability, damage, cost, or expense.

Signature, Representative of **Recipient**