



# **BID, PROJECT and CONTRACT REQUIREMENTS**

*For  
Dunn-Erwin C & D Landfill  
Expansion  
Harnett County*

## **INFORMAL BID INVITATION**

**Bid #SW12122024**

### **MANDATORY PRE-BID MEETING**

**November 13, 2024 @ 1:00 PM**

**at**

*Harnett County  
Lillington, NC 27546*

### **DEADLINE FOR SUBMITTING BIDS**

**2:00 PM Monday, December 12, 2024**

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**FOR ALL QUESTIONS CONCERNING BIDDING, CONTRACT, PROPOSAL SUBMISSION &  
TECHNICAL SPECIFICATIONS**

*~Contact~*

Renea Warren-Ford  
Purchasing Specialist

455 McKinney Parkway, Lillington, NC 27546  
purchasing.support@harnett.org

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### A. INTRODUCTION:

Harnett County is requesting informal bids from contractors to complete a C & D landfill expansion at Harnett County Solid Waste, as generally outlined within the project specifications and scope of work contained in this document.

Harnett County intends to award to the lowest responsive, responsible bidder that provides the bid most advantageous to the County, taking into consideration quality, performance and timing for delivery. H a r n e t t County reserves the right to accept or reject any or all bids and to award in the best interest of the County.

Informal written bids, subject to the conditions made a part hereof, will be received at this office through and until **2:00 PM, Monday, December 12, 2024** for furnishing and delivering the commodity as described herein. Bids may be submitted by mail or other delivery method including electronic submissions.

**This is an informal bid process.** Bids should be submitted on the form included within the package clearly marked: **Solid Waste Dunn-Erwin C & D Landfill Expansion- Bid #SW12122024 - NC General Statute, Informal Bids are not made public knowledge until after award.**

All questions regarding the various aspects of the project must be made in writing by email. Responses to all questions received will be made in writing and sent to all known bid holders by addendum. All questions must be submitted by email to:

Renea Warren-Ford  
Purchasing Specialist  
purchasing.support@harnett.org

**Responses to all questions received will be made in writing and sent to all known bid holders by addendum and posted at Harnett County's bid site at: <https://www.harnett.com> under Finance/Bid Opportunities.**

After project award, the lead agency for project management and oversight will be the Solid Waste Department:

Chad Beane  
Solid Waste Director  
[c.beane@harnett.org](mailto:c.beane@harnett.org)  
910-893-1111

**SCHEDULE OF EVENTS:**

10/29/2024	Bid Release
11/13/2024	Mandatory Pre-Bid, Wednesday, 1:00 PM
11/18/2024	Last Day for Questions, Monday, 12:00 PM - Noon
12/12/2024	Deadline for submitting Bids, Thursday, 2:00 PM

**A. GENERAL BID & DOCUMENT REQUIREMENTS:**

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection. Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, etc., at the time of submission. Harnett County reserves the right to request required information or clarification after bid opening, however the lack thereof may subject a bid to rejection.

It is the responsibility of all respondents to contact Harnett County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.

1. The bidder and/or bidders to whom the contract is awarded must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended and as appropriate, which govern bidding procedures for government construction projects in North Carolina.
2. Bids submitted in response to this request will be governed by N.C. General Statute, Harnett County Purchasing Ordinance and the general provisions outlined in this request.
3. **When statutorily applicable**, all bidders for construction, renovation or improvement projects costing \$40,000 or above must hold a current, proper North Carolina General Contractor’s license for the project at the time they submit their bid. It is the Contractor’s sole responsibility to ascertain licensing requirements for this project.

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**“North Carolina General Statute § 87-1. "General contractor" defined:**

(a) For the purpose of this Article any person or firm or corporation who for a fixed price, commission, fee, or wage, undertakes to bid upon or to construct or who undertakes to superintend or manage, on his own behalf or for any person, firm, or corporation that is not licensed as a general contractor pursuant to this Article, the construction of any building, highway, public utilities, grading or any improvement or structure where the cost of the undertaking is forty thousand dollars (\$40,000) or more, or undertakes to erect a North Carolina labeled manufactured modular building meeting the North Carolina State Building Code, shall be deemed to be a "general contractor" engaged in the business of general contracting in the State of North Carolina.”

\*\*\*\*\*

Harnett County does not provide training, prescreening or pre-determination of a bidder’s or contractor’s eligibility, except for the County’s own convenience. Harnett County is neither responsible nor liable for any misunderstanding or misinterpretation of applicable statute nor any cost or expense caused by such. Harnett County may, however, hold as liable any bidder submitting a bid for which they do not hold the applicable license to perform.

Bidders are personally responsible for being familiar with, understanding, and complying with the entirety of North Carolina General Statute Chapter 87, as well as all other NC General Statute applicable to their participation in any bid or project in North Carolina. Failure to make oneself familiar with, or ignorance of, applicable statute neither alleviates nor relieves such bidders from the penalties or processes noted within NC General Statute including NC.G.S. §87-13 & 13.1, which generally state that any bidder not holding the appropriate contractor’s license at the time of submitting a bid for any project noted within the Chapter is guilty of a Class 2 Misdemeanor.

4. Harnett County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Harnett County are expected to fully comply with the County's non-discrimination policy.
5. Harnett County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Harnett County reserves the right to take exception to or waive any item in the bid.
6. **BID AND CONTRACT: Please Read Carefully:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Harnett County's terms and conditions, including here by reference Harnett County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Harnett County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals *may* be considered during the bid review process but will remain subject to rejection at the sole discretion of Harnett County in favor of any bid containing conditions more favorable to the County. Harnett County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. **Regardless**, proposals taking total exception to Harnett County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Harnett County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
7. **BID SUBMISSIONS, BID EVALUATION AND CONTRACT AWARD:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. When appropriate, product specifications will be used to evaluate product offered, installation, services, etc. All informal contracts for construction or repair work shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. In making a determination of responsibility, Harnett County may use criteria such as:
  - Compliance with bid package requirement
  - Contractor's qualifications
  - References
  - Financial ability
  - Insurance coverage
8. All bids must be accompanied by the vendor's proposed start and completion schedule or timeline and other pertinent project data.
9. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
10. All bid proposals must be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include or cover the following elements:
  1. Cover Letter or Cover Sheet identifying Contractor
  2. Signed Bid Proposal and Terms Acceptance Sheet broken down according to Technical Specifications below
  3. Statement including time from award notification to completion
  4. Copy of current NC General Contractors License when applicable (See section 3, Page 3)
  5. General Product Specifications Sheets (when appropriate)
  6. List of references for jobs of similar size, scope and specification.

11. **BID PROPOSAL SHEETS:** should clearly present the following information:
- a. Project Name: Harnett County Dunn-Erwin C&D Landfill Expansion - Bid #SW12122024.
  - b. Delivery Schedule: Show Number of days or weeks following receipt of approved purchase order and approved submittals. \*Delivery and installation period will be a consideration for award.
  - c. **Proposal must be signed by an individual authorized by the contractor to bind the company to a contract and must clearly show the individual’s title, company name and date.**
  - d. General Contractor number (when applicable)

12. **DELIVERY OF BIDS:**  
**\*\*\*Scanned bids may be sent electronically and WILL BE accepted by email at**  
 Purchasing.support@harnett.org

To be considered, bid proposals must be signed and complete, in 8-1/2 x 11 inch format.  
If hand delivered or sent by overnight courier, they should be stapled once, **and** include one (1) original and one (1) copy of the originally signed and complete bid proposal in the same format.

**MAILING INSTRUCTIONS:**

US POSTAL SERVICE: Address bid envelope as shown below and mail in time to reach Purchasing Specialist by deadline. Enclose the fully executed original bid document in the mailing envelope. Address envelope as shown below.

UPS, FEDEX, DHL or other carrier: Place the bid inside the carrier’s envelope and address as below.  
 HAND DELIVERY OR COURIER: Bids, addressed with either of the provided addresses, may be hand-delivered directly to the Purchasing Division no later than 4:00 PM on the due date for bids. Arrive with plenty of time to have your bid stamped in before deadline.

In all cases and regardless of delivery method, delivery of bids to the Purchasing Specialist by the specified due date and time are the sole responsibility of the bidder. Bids not in the hands of the Purchasing Specialist prior to the expiration date and time, regardless of reason, **will be rejected.**

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
<b><u>BID #SW12122024 C&amp;D Landfill Expansion</u></b> <b><u>Harnett County</u></b> <b><u>Attn: Renea Warren-Ward, Purchasing Specialist</u></b> <b><u>P. O. Box 760</u></b> <b><u>Lillington, NC 27546</u></b>	<b><u>BID #SW12122024 C&amp;D Landfill Expansion</u></b> <b><u>Harnett County</u></b> <b><u>Attn: Renea Warren-Ford, Purchasing Specialist</u></b> <b><u>455 McKinney Parkway</u></b> <b><u>Lillington, NC 27546</u></b>

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for **2:00 PM Thursday, December 12, 2024.** By NC General Statute, Informal bids are not public knowledge until after award.

**PROMPT DELIVERY OF BIDS TO PURCHASING AGENT IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.**

- 13. Mailed bids or bids sent by any delivery service in that service’s envelope must be included in a separate envelope clearly marked as above and placed inside the mailing envelope.
- 14. Harnett County shall not be held responsible for nor will it pay any costs or expense associated with the

preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Harnett County to award a contract to a bidder.

15. In case of default of an awarded contractor, Harnett County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
16. **PAYMENT:** Full payment will be made by ACH within thirty-days after project completion and final inspection and notification of acceptance is given to the Purchasing Agent & Contracts Manager by the County's Project Manager. Once proof of acceptance is received, the Harnett County Purchasing & Contracts Manager or other authorized County staff will code, sign and process an original invoice for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
17. **BID BOND:** A bid bond of 5% of the bid price will be required if the potential award is \$100,000.00 or more. Bonds are included with the bid package and bidder is required to use these forms.
18. **PERFORMANCE BOND:** Upon the execution of this Agreement, the Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of North Carolina law.
19. It is Harnett County policy to offer open and fair bid opportunities to all qualified contractors who are interested in participating in bids for Harnett County projects and to encourage and assist small or minority-owned businesses who might not otherwise be able to participate in our projects. Therefore, Harnett County may approve a prepayment of a percentage of project cost, never to exceed 30%, to facilitate the purchase and placement of project materials and to stage equipment and personnel at the site. To qualify, a contractor must include a request for prepayment with their bid providing adequate basis and justification for pre-payment. Harnett County will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no bid should be submitted contingent on prepayment. If pre-approved, payment will be made after an invoice has been submitted to the County's Project Manager assigned to this project.
20. **TAXES:** It is Harnett County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Harnett County property taxes. In the event the lowest, responsive bidder is found delinquent, Harnett County reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
21. Harnett County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Harnett County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.
22. **TERMS & CONDITIONS ACCEPTANCE:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this bid shall override all other terms and conditions, regardless of form or delivery.

**B. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **DEFAULT:** In case of default by the awarded contractor, Harnett County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Harnett County may immediately terminate for cause all existing contracts between Harnett County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be Harnett County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net30 days after receipt of correct invoice or acceptance of goods, whichever is later. Harnett County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped pursuant to this project has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Harnett County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFP or any resulting contract or the name of Harnett County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Harnett County may:
  - Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Harnett County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
11. **GENERAL INDEMNITY:** The contractor shall hold and save Harnett County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that Harnett County has knowledge of such claims. The

contractor represents and warrants that it shall make no claim of any kind or nature against Harnett County's agents who are involved in the delivery or processing of contractor goods to Harnett County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-Verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Therefore, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Harnett County, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor's, or its subcontractor's, compliance with Article 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

13. **IRAN DIVESTMENT ACT:** (N.C.G.S. 147 Article 6E) prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Article requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed Bid in response to this solicitation indicates contractor's understanding of the requirements of this act and will serve as certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.

14. **DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT:** (NC G.S. 147, Article 6G) prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.



15. **TERMINATION:** Harnett County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

**C. MINIMUM INSURANCE REQUIREMENTS:**

Harnett County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Harnett County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

**MINIMUM INSURANCE COVERAGE LIMITS:**

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. **Workers Compensation: Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The County shall be named as an additional insured on contractor's General Liability Coverage.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Harnett, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

## **RISK CONTROL:**

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

## **D. BID SHEET & CONTRACT TERMS ACCEPTANCE FORM:**

The Awarded Contractor shall provide all labor, materials, equipment and supervision to provide and deliver a completed project per provided specifications/scope of work entailed in this document and during the mandatory pre-bid meeting.

**Contractor is responsible for obtaining all appropriate permits from the Harnett County or State as required. In addition, a proof of Final Approval or Inspection(s) by all agencies having jurisdiction are to be submitted to the project manager before making Application for Final Payment.**

All work must be coordinated with Harnett County Solid Waste Facility/Project Manager to insure uninterrupted access of the public and/or staff to the serviced area during normal business hours. It is the responsibility that contractors/subcontractors provide a clean and safe working area. Temporary barricades, directional signage, and other appropriate measures are the responsibility of the awarded contractor to insure the safety of their personnel, the public, and staff, as well as comply with all OSHA requirements and procedures. Contractor is to provide portable toilet facilities as needed.

The Contractor shall adequately and fully protect all parts of the project work against damages until all aspects of the Project have been submitted and accepted by the Solid Waste Facility/Project Manager. Damages shall be quickly reported and shall be promptly repaired by the Contractor at no additional expense to Harnett County. At completion of project, all areas are to left in its original state, all debris should be disposed of in a legal manner and at the sole expense of the contractor.

Contractors is responsible for their own construction methods. All work shall be done by competent, skillful workmen in a substantial and craftsman-like manner. All contractors shall during the mandatory pre-bid meeting familiarize themselves with existing conditions. Field verify all dimensions of the project is necessary.

**SCOPE OF WORK:**

The scope of work consists of site preparation, earthwork, and related drainage and erosion and sedimentation control items for expansion of the Area 2 construction and demolition debris (C&D) landfill unit at the County's Dunn-Erwin Landfill facility (449 Daniels Road, Dunn, NC 28334).

Attached are the following documents, prepared by Smith Gardner, Inc. and dated August 2024, which further describe the scope of work:

- Attachment 1: Bid Form
- Attachment 2: Specifications
- Attachment 3: Construction Drawings
- Attachment 4: Bid Bonds

\* Smith Gardner, Inc. will provide Engineering and Construction Quality Assurance (CQA) for this project.

\*\*Earthwork testing and inspection will be conducted by GeoTechnologies, Inc.

**Pre-bid Meeting:** A pre-bid meeting will be held on November 13, 2024 @ 1:00 am. This meeting will be held at the Dunn-Erwin Landfill (449 Daniels Road, Dunn, NC 28334) (landfill office). **Contractors will be provided an opportunity to view the entire project, receive answers to questions and further instructions and details as needed for bidding.**

**BID SHEET & CONTRACT TERMS ACCEPTANCE FORM**

**Dunn-Erwin C&D Landfill**  
**Expansion Bid #SW12122024**

Company \_\_\_\_\_

Address/ City//State/Zip \_\_\_\_\_

**OFFER**

- A. This offer shall be open to acceptance and is irrevocable for a minimum of **Ninety Days** from the bid closing date.
- B. Having examined the Place of Work and all matters referred to in the Bid/Contract Documents prepared by Harnett County for the above-mentioned project, we, the undersigned, hereby offer to provide a complete Work product for the Total Bid Price as itemized on the Attached Bid Form (Attachment 1)
- C. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

- D. If this Bid is accepted, we will complete the Work within \_\_\_\_\_ **calendar days** from Notice to Proceed.

**Terms & Conditions Acceptance: By signing below, the individual accepts and verifies:**

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions, become the entire contract to which Harnett County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- c) That this offer is not a “sham” offer and is made without collusion.
- d) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

\_\_\_\_\_ Printed Name of Authorized Individual \_\_\_\_\_ Signature

\_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Date

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_ as principal, and  
\_\_\_\_\_, as surety, who is duly licensed to act as surety in  
North Carolina, are held and firmly bound unto the County of Harnett through  
\_\_\_\_\_ as obligee, in the penal sum of  
\_\_\_\_\_ DOLLARS, lawful money of the United States of America, for the payment of  
which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid  
bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall  
be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful  
performance thereof within ten days after the award of same to the principal, then this obligation shall be null and  
void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129,  
the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof.  
Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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