



## Invitation for Bid No. 2025-008

### Septic Owner-Occupied Repair Program

**Due Date:** September 19, 2024  
**Time:** 11:00 AM Local Time  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

#### **Non-Mandatory Pre-Bid Conference & Site Visit**

**Date:** September 5, 2024  
**Time:** 9:00 AM Local Time  
**Location:** See Section 2.3 for Details

#### **Procurement Contact:**

Vicky Watts, CLGPO  
Senior Procurement Specialist  
704.283.3601  
[vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)

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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina**  
**IFB No. 2025-008**  
**Septic Owner-Occupied Repair Program**

Sealed bids for **Septic Owner-Occupied Repair Program** will be received by the Union County Procurement Department *until* **11:00 AM local time on September 19, 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED – 2025-008**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

The Work to be performed under this Contract generally includes, but is not limited to, constructing the Work described and all appurtenances related to the Work. The Work shall be to perform septic repair for three (3) locations within Union County: Brooks Road, Nesbit Road, and Waxhaw Indian Trail Road as described in the Specification section of this solicitation.

Bids will be received for a single prime Contract.

**All questions about the meaning or intent of the Bidding Documents** are to be submitted in writing via e-mail to the Procurement contact person listed on the cover page ([vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov)). Deadline for questions is TBD, 2024, at 5:00 PM local time. Questions will be addressed via Addenda.

Prospective Bidders may examine the Bidding Documents at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website:  
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:  
<https://evp.nc.gov/solicitations/> (Search County of Union)

Bidders must have a license to do work as a general contractor in the State of North Carolina, as set forth under Article 1 of Chapter 87 of the North Carolina General Statutes. Certification as a septic system installer with the State of North Carolina is required for this project.

Bidders are required to provide a non-collusion affidavit, as set forth in the bidding documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using federal funds received from the Housing and Community Development Act of

1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., Community Development Block Grant (CDBG) This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Union County reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid and Bidder whom they find, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid and Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and technicalities not involving price, time, or changes in the Work and to negotiate, as allowed by law, contract terms with the Successful Bidder.

*--End of Advertisement--*

## 2 BID SUBMISSION

### 2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for a Septic Owner-Occupied Repair Program until **11:00 AM local time on September 19, 2024**, at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read. **Late bids will not be accepted.**

### 2.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]

IFB No. 2025-008 Septic Owner-Occupied Repair Program

Attention: Vicky Watts

**Your company name and the solicitation number must be visible on the delivery box/envelope.** Ship, Mail, or Hand Deliver to the following address:

Union County Government Center

**Procurement Department**

500 North Main Street, Suite 709

Monroe, NC 28112

Attention: Vicky Watts

*Electronic (email) or facsimile submissions will not be accepted.*

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

### 2.3 NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Bid Conference and Site Visit will be held on **September 5, 2024 at 9:00 AM local time** beginning at 2901 Brooks Road, Wingate, NC continuing to 7200 Nesbit Road, Waxhaw, NC with the final site visit at 2913 Waxhaw Indian Trail Road, Waxhaw, NC. Representatives from Environmental Health and Facilities Management will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

### 2.4 BID QUESTIONS

Bid questions will be due on or before **September 10, 2024 at 3:00 PM local time**. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. (Do not send question in a graph or Excel sheet format.) The email subject line should be identified as follows: IFB 2025-008 Septic Owner-Occupied Repair Program. All questions and answers may be posted as addenda on the County Website and the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

## **2.5 BID ADDENDUM**

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion Form.

## **3 INTRODUCTION**

### **3.1 COUNTY**

Union County, North Carolina (population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

### **3.2 INTRODUCTION**

Union County, North Carolina, through the County Manager's Office, is soliciting bids from qualified companies for Septic Owner-Occupied Repair Program, Waxhaw, NC 28173 as described in this solicitation.

### **3.3 NOTICE OF FEDERAL FUNDING**

Union County has received a payment from the Community Development Block Grant established pursuant to 24 C.F.R. 570.208 (a)(3), Union County may utilize such the Community Development Block Grant, in whole or in part, for the cost of the Agreement resulting from this solicitation and the services provided thereunder. In using these funds, the County must comply with the terms of Community Development Block Grant, regulations issued by U.S. Department of Housing and Urban Development governing the expenditure of monies distributed from the Community Development Block Grant, the Award Terms and Conditions applicable to the Community Development Block Grant and such other guidance as the U.S. Department of Housing and Urban Development has issued or may issue governing the expenditure of monies distributed from the Community Development Block Grant (collectively, the "Regulatory Requirements").

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Department of Housing and Urban Development has determined or may determine are inapplicable to the Community Development Block Grant.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the County cannot enter into an Agreement or make any distributions to Offeror using monies from the Community Development Block Grant absent agreement and adherence to each term and condition contained therein.

## **4 INSTRUCTIONS**

### **4.1 COMMUNICATIONS**

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the IFB must be made only through the Procurement Contact noted on the cover of this solicitation. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

### **4.2 GENERAL CONTRACTOR'S LICENSE – SEPTIC SYSTEM INSTALLER**

Installation must be performed by a North Carolina Certified On-site Wastewater Contractor. Certification level of installer must comply with activities performed per 21 NCAC 39 .0102. System location, installation and components must be in accordance with the construction standards per 15A NCAC 18A .1900, the North Carolina Rules Governing Sewage Treatment and Disposal Systems.

### **4.3 BIDDERS ACKNOWLEDGMENT**

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### **4.4 DUPLICATE BID**

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

### **4.5 BID SIGNATURES**

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

### **4.6 BIDDERS RESPONSIBILITIES**

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether it is provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must be an authorized dealer of the proposed scale and associated equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.



## 5 BACKGROUND

Recognizing the vital importance of maintaining functional septic systems for the protection of public health and environmental well-being, Union County has initiated a septic system repair program that will help low and moderate-income homeowners rehabilitate their septic system. The new septic system repair program is aimed at ensuring homeowners' septic systems remain safe for people and the environment and extend their useful life.

## 6 SCOPE OF WORK

Union County is seeking contractors to perform septic system repairs for three (3) locations within the County: Brooks Road, Nesbit Road, and Waxhaw Indian Trail Road as described in the Specification section of this solicitation. Only contractors in good standing with Union County and the North Carolina On-site Wastewater Contractors and Inspectors Certification Board, with no outstanding or unresolved complaints, are encouraged to participate in the bidding process. This is a turn-key project, and the successful contractor shall provide all tools and materials required to complete the project.

## 7 SPECIFICATIONS

All Products and component parts furnished shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications. Pricing indicates a full Turnkey project, including but not limited to management, equipment, installation, and testing.

- All work to be performed during normal business hours: 8:00 am to 5:00 pm, Monday – Friday. Work on County's holidays is not permitted.
- Provide full project management and project scheduling with updates.
- Provide all permits, insurance, and licenses.

### 7.1 BROOKS ROAD, WINGATE, NC

Refer to Construction Authorization Permit No. 23-103, Appendix D, for details for the installation of the repair. The following itemized list should be used to facilitate the work required.

- Existing 1000-gallon septic and pump tanks will need to be pumped out by an approved septage hauler and properly abandoned (crushed and filled). This is a requirement of the Construction Authorization Permit.
- A new 1000-gallon septic tank to be installed and connected to existing plumbing from the house. Assume 20' of 4-inch Sch40 with appropriate fitting will be required.
- Approximately 250' of 3-inch Sch40 with appropriate fittings for the supply line and distribution lines.
- New D-box with appropriate speed levelers
- Approximately 8 yards of #57 washed stone or equivalent to backfill 10' sections of each drain line.
- Disconnect supply line from existing camper. No plumbing from the camper will be allowed to connect to the new septic tank.

- Connect washing machine drain pipe into the plumbing for the septic tank.

## 7.2 NESBIT ROAD, WAXHAW, NC

Refer to Construction Authorization Permit No. 23-228, Appendix E, for details for the installation of the repair. The following itemized list should be used to facilitate the work required.

- Existing 1000-gallon septic and pump tanks will need to be pumped out by an approved septage hauler and properly abandoned (crushed and filled). This is a requirement of the Construction Authorization Permit. Once this is completed, an abandonment verification will be issued to the property owner.
- A new 1000-gallon septic tank and 1000-gallon pump tank to be installed.
- NEMA 4x alarm/control box installed within eyesight of pump tank.
- Two manual disconnects for power supply that serve both pump controls and alarm will need to be installed within eyesight of pump tank, side of building adjacent to pump tank. The panel for power is approximately 15 feet from the exterior wall to mount manual disconnects. **The cost of any permits associated with an electrical inspection as well as the services that would be rendered by an electrician must be included in the bid.**
- Effluent pump that can deliver a minimum of 25gpm @ 20ft total dynamic head (TDH).
- 550 feet of schedule 40 2-inch PVC (supply line to drainfield)
- Pressure Manifold as depicted on Construction Authorization Permit #CA 23-228, including an appropriate turf box to allow for maintenance, as needed.
- 440 feet of an approved 'low profile chamber' trench material.
- There are approximately 15 trees, 4-5 inches in diameter, that will need to be removed at the time drainfield is installed.
- Depending on the limitations of where the supply line crosses the driveway, an approved DOT pipe will be necessary to sleeve the 2-inch supply line. If the supply line can be installed at least 30 inches below grade at the driveway, no sleeve will be required.
- At least 8 inches of additional soil cover is required (silty clay or clay loam) on top of drainfield when covering. Must be landscaped to shed water away from drainfield area and seed/strawed to stabilize cover.
- 165 feet of 3-inch schedule 40 PVC and fittings to accommodate supply from pressure manifold to low profile drainlines.
- Technical data/specification documents, including cut sheets for equipment, must be submitted to Union County.

## 7.3 WAXHAW INDIAN TRAIL ROAD, WAXHAW, NC

Refer to Construction Authorization Permit No. 23-458, Appendix F, for details for the installation of the repair. The following itemized list should be used to facilitate the work required.

- Existing 1000-gallon septic tank will need to be pumped out by an approved septage hauler and properly abandoned (crushed and filled). This is a requirement of the Construction Authorization Permit.
- A new 1000-gallon septic tank to be installed and plumbing from house to be reconnected. Assume at least 40' of Sch 40 along with the appropriate fittings.
- Two 6' X 60' beds with 12" of #57 washed stone or equivalent, with 4-inch corrugated pipe feeding the length of bed.
- Two new D-boxes
- Approximately 286' of 3" sch40 pvc with appropriate fittings to supply drain lines from the septic tank to distribution.
- Minimum of 10 bags of bentonite to be used to create dams where excavated trenching by owner of property breaches existing drain field. Fill and compact with excavated soil in the trenches created by owner over existing 9' x 50' bed (lowest bed).
- Owner of property is to remove any vehicles or bulky items that will interfere with the installation of the repair.

#### **7.4 WARRANTY OF WORK**

The Contractor warrants that all Work shall be new and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union County, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. A detailed warranty must be submitted with bid. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

#### **7.5 REFERENCES**

Bidders shall provide 3 references for similar projects to include:

- Company Name
- Contact Name and Title
- Direct Phone Number
- Email Address
- Project Description

#### **7.6 SUBCONTRACTOR**

If subcontractors are to be used on this project, please submit with bid the following information:

- Company Name
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor.

The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

## **7.7 CLEANUP**

Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

## **7.8 DEVIATIONS**

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

## **7.9 SPECIAL INSTRUCTIONS**

Contractor shall:

1. Protect existing amenities of the site during the project and shall be held liable for any resulting damages.
2. Be responsible for installation of all new materials.
3. Be responsible for all cleanup of area following completion of project.
4. Provide anticipated delivery/installation dates for all items within 3 weeks of bid award.
5. Must notify the County if the anticipated delivery date changes.
6. Provide regular updates in writing of status changes and or anticipated delivery dates.

7. Attend requested meetings as required for general site coordination.
8. Inspect equipment for damages and or defects.
9. Assume responsibility for any damages, errors, or omissions attributable to the shipper, manufacturer, or installation and reorder products for like in new condition.
10. Coordinate all warranty services and provide copies of warranties & maintenance information.

#### 7.10 MATERIALS APPROVAL

All products or materials required for the successful completion of the Scope of Work must be in compliance with the conditions set forth in the permit.

#### 7.11 LIQUIDATED DAMAGES

Liquidated Damages Rate: \$150/day for additional time in excess of the days provided by Contractor for substantial completion after Notice to Proceed. (See Appendix A – Bid Form)

### 8 EVALUATION OF BIDS AND AWARD PROCEDURES

#### 8.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

#### 8.2 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

### **8.3 AWARD**

- The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract
- A Bid may be rejected if it is incomplete. Union County may reject any or all Bids and may waive any immaterial deviation in a Bid.
- More than one Bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.
- The County shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

### **8.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES**

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

## **9 GENERAL CONDITIONS AND REQUIREMENTS**

### **9.1 MINIMUM REQUIREMENTS FOR BIDDERS**

Bids shall be considered only from companies normally engaged in providing the type of installations specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The Bidder should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of this project.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance

coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

## **9.2 TERMS AND CONDITIONS**

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

## **9.3 TAXES**

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used;
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total

amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c).

Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds, and no such funds shall be provided to Contractor, or claim made by Contractor.

A sample tax form is provided in [Appendix G](#).

#### **9.4 IFB EXPENSES**

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

#### **9.5 CERTIFICATION**

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost; and
- The potential Contractor has read and understands the conditions set forth in this solicitation.

#### **9.6 FINANCIAL INFORMATION**

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;



4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

## **9.7 CONTRACTUAL OBLIGATIONS**

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

## **9.8 COMPLIANCE WITH LAWS**

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

## **9.9 SUBCONTRACTOR DISCLOSURE**

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

#### **9.10 EXCEPTION TO THE IFB**

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

#### **9.11 MODIFICATION OR WITHDRAWAL OF BID**

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Bid.” Oral, telephone or fax modifications or corrections will not be recognized or considered.

#### **9.12 CONTRACT COMMENCEMENT**

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.

#### **9.13 DISPUTES**

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

#### **9.14 EQUAL EMPLOYMENT OPPORTUNITY**

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

#### **9.15 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)**

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

## 9.16 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

## 9.17 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## 9.18 DRUG-FREE WORKPLACE

During the performance of this project, the Contractor agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

## 9.19 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS' COMPENSATION**

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

|           |                         |
|-----------|-------------------------|
| \$500,000 | Each Accident           |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit  |

B. **COMMERCIAL GENERAL LIABILITY**

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence  
\$1,000,000 Personal and Advertising Injury Limit  
\$5,000 Medical Expense Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY  
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY  
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. POLLUTION LIABILITY INSURANCE  
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

- F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)  
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

- G. Builder's Risk  
(for any agreement involving above ground construction projects)  
Amount of Contract

## ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
  - Department: \_\_\_\_\_
  - Contract #: \_\_\_\_\_
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
  - Union County Government
  - 500 N. Main Street
  - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

**9.20 INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

*--Intentionally Left Blank--*

## 10 APPENDIX A – BID FORM

### IFB No. 2025-008 Septic Owner-Occupied Repair Program

#### SUBMIT WITH BID

This Bid Form must be completed in its entirety as-is, signed by an executive of the company that has authority to contract with Union County, NC, and submitted with bid.

Based on the Scope of Work, Specifications and instructions provided in this solicitation, provide a Turn-Key, Total Lump Sum to complete the project as described. The Total Lump Sum includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for the complete project outlined in this solicitation. *Bidder's may not write-in exceptions or additional expenses.*

| Description  | Total Lump Sum |
|--|----------------|
| Septic Repair at 2901 Brooks Road, Wingate, NC             |                |
| Septic Repair at 7200 Nesbit Road, Waxhaw, NC              |                |
| Septic Repair at 2913 Waxhaw Indian Trail Road, Waxhaw, NC |                |
| <b>Total Bid</b>   |                |

#### **Provide the following information:**

NC General Contractor's License Number \_\_\_\_\_  
Septic System Installer Certification Number \_\_\_\_\_  
NC Secretary of State ID Number \_\_\_\_\_

#### **Time of Completion**

Number of Days to Substantial Completion after Notice to Proceed \_\_\_\_\_

Liquidated Damages Rate (from Agreement): \$150/day for additional time in excess of the days listed above by Bidder. Bidder accepts the provision of the Agreement as to Liquidated damages.

#### **Bid Package Checklist:**

The following items are submitted and made a condition of this Bid:

- Appendix A - Bid Form
- Appendix B - Bid Submission Form (signed)
- Appendix C - Addendum and Anti-Collusion form (signed)
- Technical Data/Specification Documents (cut sheets) (Section 7)
- Warranty Information & Duration (Section 7.4)
- References (Section 7.5)
- Proposed Subcontractor(s) List (Section 7.6)

**11 APPENDIX B – BID SUBMISSION FORM**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**SUBMIT WITH BID**

***This Bid is submitted by:***

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

**It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**SUBMIT WITH BID**

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

| Addendum No. | Date Downloaded |
|--------------|-----------------|
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |
| _____        | _____           |

**I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**13 APPENDIX D – CONSTRUCTION AUTHORIZATION PERMIT NO. 23-103,  
BROOKS ROAD**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**Do Not Submit with Bid**

***--Informational Purposes--***



# Construction Authorization (Residential) Improvement Permit On-Site Wastewater

CA Permit Number: 22-103  
IP Number: \_\_\_\_\_  
Expiration Date: 3/7/28  
System Classification: Tank Only  
Tax Parcel #: 03-144-018A  
Zoning: \_\_\_\_\_

CA only  CA/IP

The construction and installation requirements of The North Carolina Laws and Rules for Sewage Treatment, And Disposal Systems, 15A NCAC 18A .1900 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the system layout.

Owner: [Redacted]  
Mailing Address: 2901 Brooks Rd, Wingate, NC 29174  
Phone: [Redacted] (h)  
Email: [Redacted]

Property Location: 2901 Brooks Rd  
Subdivision: \_\_\_\_\_  
Lot#: \_\_\_\_\_  
Directions: \_\_\_\_\_

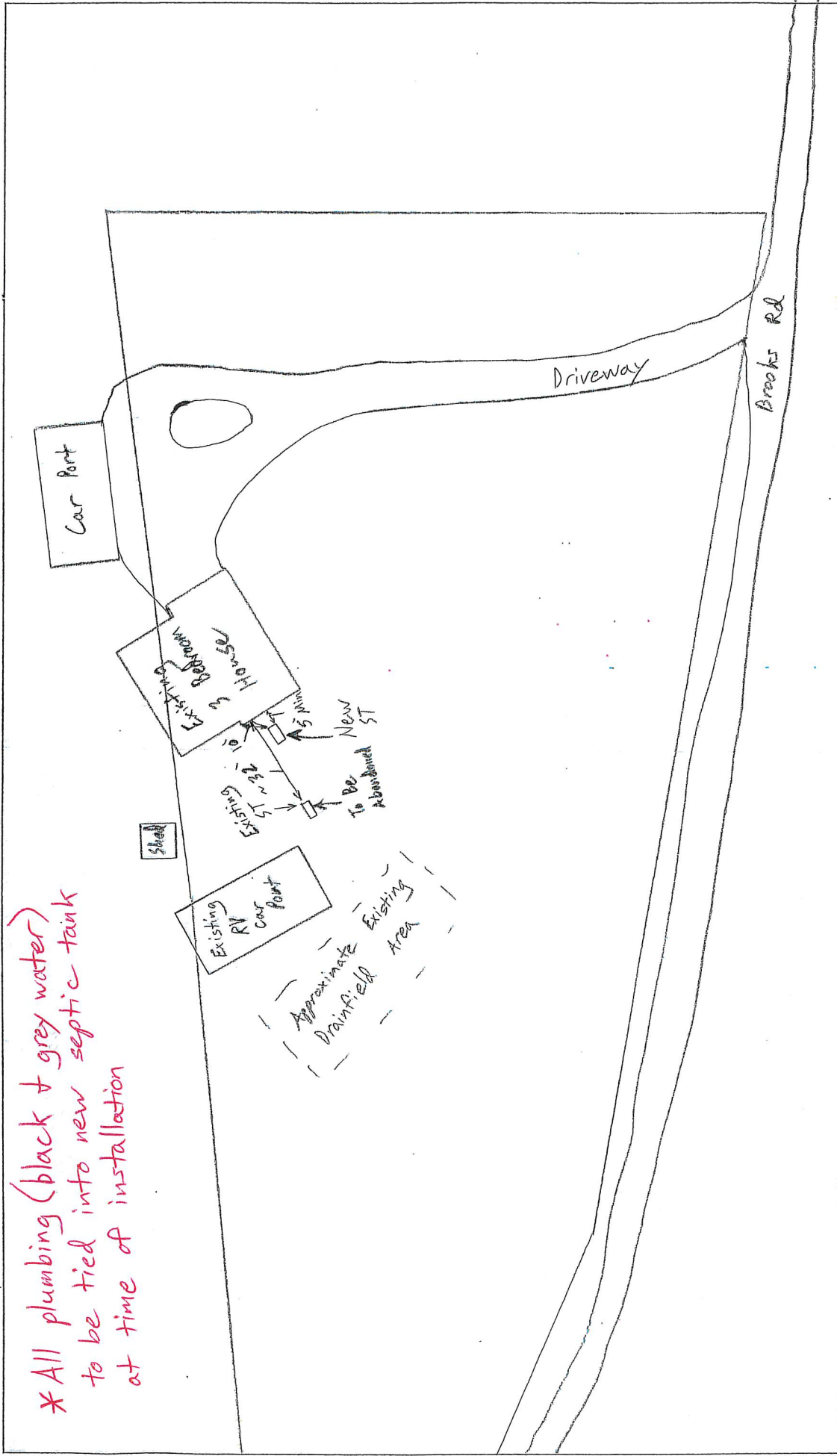
Type of CA or CA/IP:  Repair  Addition/Expansion  Design Waste Flow: 360 (gpd)  
New  Repair  Addition/Expansion  Design Waste Flow: 360 (gpd)  
Residential: Single Family Number of Bedrooms: 3 Water Supply:  Public  New Well  Shared Well  Existing Well  Other \_\_\_\_\_  
Basement:  Yes  No Basement Fixtures:  Yes  No

Installation Specifications Initial (Type): Tank Only LTAR: \_\_\_\_\_  
 Alternative: \_\_\_\_\_  LSS/Engineer Design: \_\_\_\_\_  
Soil Depth: \_\_\_\_\_ Slope: \_\_\_\_\_ Area (sq. ft.): \_\_\_\_\_ Total Length: \_\_\_\_\_ Line Length: \_\_\_\_\_ # of Lines: \_\_\_\_\_  
Line Width: \_\_\_\_\_ Max. Depth of Lines: \_\_\_\_\_ Max. Grade: \_\_\_\_\_ Spacing: \_\_\_\_\_ Aggregate Depth: \_\_\_\_\_  
Distribution: \_\_\_\_\_ Additional Cover: \_\_\_\_\_ Septic Tank: 1,000 Gal Pump Tank: \_\_\_\_\_ Pump: \_\_\_\_\_  
Certified Operator Required Yes  No  
Diversion Drain: Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Aggregate Depth: \_\_\_\_\_

This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. The Construction Authorization shall not be transferred when there is a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit.

If applicable: I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.  
Owner/Legal Representative Signature: [Signature] Date: 3/7/23  
Authorized State Agent: Heath R. Graywich Date: 3/7/23 Inspections Completed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Environmental Health 500N Main Street, Monroe NC 28112 7704.283.3553 unioncountyeh@unioncountync.gov

\* All plumbing (black & grey water) to be tied into new septic tank at time of installation



CA Permit #: \_\_\_\_\_ Property Location: 2901 Brooks Rd

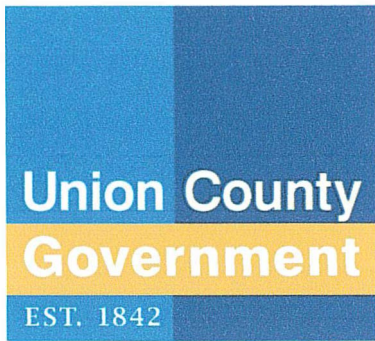
Scale: NTS North ←

Absolutely no construction shall occur while soil is in a wet condition. Install lines on contour. Keep vehicular traffic off of system areas (initial and designated repair).

A pre-construction meeting is required prior to installation.

For scheduling, contact the EH office by 4pm on the business day prior to the date of pre-construction meeting or installation inspection at [unioncountyeh@unioncountync.gov](mailto:unioncountyeh@unioncountync.gov).

Keep all utilities (including irrigation systems) 10 feet outside of system area. Certified Operator Required? Yes \_\_\_\_\_ No \_\_\_\_\_



**Environmental Health**

500 N. Main Street  
Suite #47  
Monroe, NC 28112

T. 704.283.3553  
unioncountyeh@unioncountync.gov  
[www.unioncountync.gov](http://www.unioncountync.gov)

## **Union County Environmental Health On-Site Wastewater System Septic Tank & Pump Tank Abandonment Procedure**

Following steps are necessary when abandoning a septic tank & pump tank:

1. Have an approved hauler pump the liquid, sludge and scum from all the tanks.
2. The tank (s) should be abandoned by a Certified Septic Installer, licensed plumber, licensed public utilities contractor or the owner of the property where the tank (s) are located.

Three ways to abandon the tanks are listed below:

- A. Remove the tanks.
- B. Fill in the tank (s) in one of two ways:
  1. Fill in the entire tank with concrete. Must cap off inlet and outlet pipe penetrations first.
  2. Cap off inlet and outlet pipe penetrations with concrete, fill in entire tank with sand or pea gravel, and then cap off both inlet and outlet access openings with concrete.
- C. Crush tank in place. Break up bottom of tank so water does not pond on top. Fill in area with clay, sand or pea gravel. Pack material to ensure settling complete.

*\*Disinfect with chlorine or lime prior to removing, filling or crushing the tank (s)*

3. Backfill the excavation with clean clay material to natural grade and establish a vegetative cover.
4. Disconnect power at the source to all electrical controls and remove all controls and panels.
5. Remove all parts of the drainfield on the ground surface (such as valves, valve boxes and risers), backfill the area to a natural grade and establish a vegetative cover.
6. Coat all surface areas exposed to effluent with hydrated lime and establish a vegetative cover.
7. Recommend to wait at least 18 months before using the abandonment area for gardening or construction.



**14 APPENDIX E – CONSTRUCTION AUTHORIZATION PERMIT NO. 23-228,  
NESBIT ROAD**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**Do Not Submit with Bid**

***--Informational Purposes--***



# Construction Authorization (Residential) Improvement Permit On-Site Wastewater

CA Permit Number: 23-22.8  
IP Number: \_\_\_\_\_  
Expiration Date: 5/19/28  
System Classification: III B  
Tax Parcel #: 04-347-001E  
Zoning: RA-40

No FEE  
CDBG Program

CA  IP/CA

Owner: [Redacted]  
 Mailing Address: 7200 Nesbit Rd, Waxhaw, NC 28173  
 Phone: [Redacted] (h)  
 Email: [Redacted]

Property Location: 7200 Nesbit Rd, Waxhaw, NC 28173  
 Subdivision: \_\_\_\_\_  
 Lot#: \_\_\_\_\_  
 Directions: \_\_\_\_\_

Type of CA or CA/IP:  
 New  Repair  Addition/Expansion  Design Waste Flow: 360 (gpd)  
 Residential: Single Family Number of Bedrooms: 3 Number of Occupants: 6 max Basement:  Yes  No  
 Water Supply: Public  New Well  Shared Well  Existing Well  Other \_\_\_\_\_  
 No Basement  Yes  No Fixtures:  Yes  No

Installation Specifications Initial (Type): Pump to Low Profile Chambers LTAR: \_\_\_\_\_

Alternative: \_\_\_\_\_  LSS/Engineer Design: \_\_\_\_\_

Soil Depth: 20" Slope: 3% Area (sq. ft.): 320 Total Length: 440' Line Length: Variable # of Lines: 5  
 Line Width: 36" Max. Depth of Lines: 8" Max. Grade: Level Spacing: 9' OC Aggregate Depth: N/A  
 Distribution: Manifold Additional Cover: 6-8" Septic Tank: 1,000 Gal Pump Tank: 1,000 Gal Pump: TBD  
 Certified Operator Required Yes (No) 25 gpm @ 18' TDH  
 Diversion Drain: Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Aggregate Depth: 20

Repair (Type): \_\_\_\_\_  
 LTAR: \_\_\_\_\_  
 Area: \_\_\_\_\_  
 Notes: \_\_\_\_\_

This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This Construction Authorization is subject to compliance with the provisions of the Laws and rules for Sewage Treatment and Disposal and to the conditions of this permit.

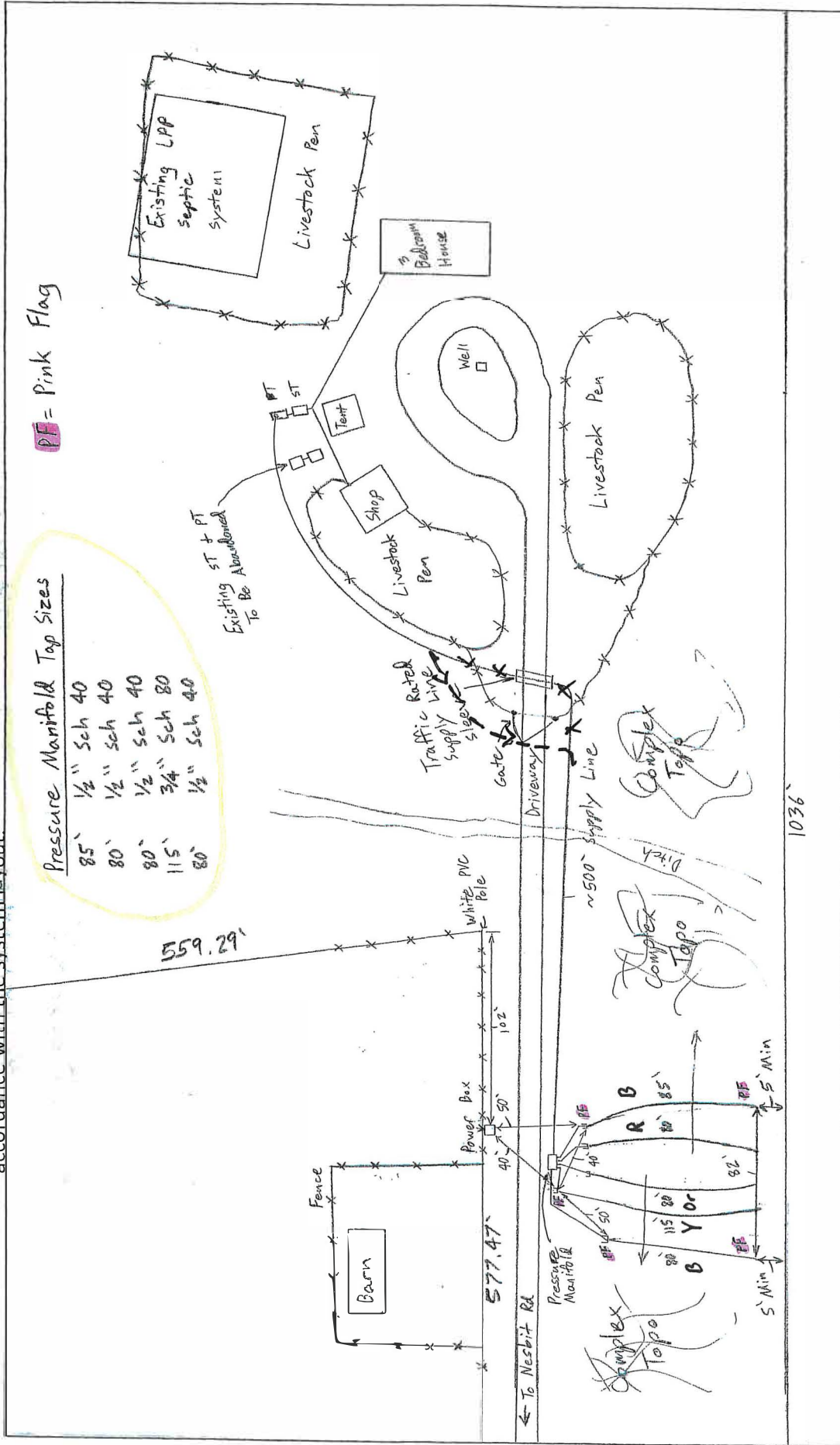
If applicable: I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.

Owner/Legal Representative Signature: \_\_\_\_\_ Date: 5-19-2023  
 Authorized State Agent: Heath R. Strayhorn Date: 5/19/23 Inspections Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Environmental Health 500N Main Street, Monroe NC 28112 704.283.3553 unioncountyhealth@unioncountync.gov

The construction and installation requirements of The North Carolina Laws and Rules for Sewage Treatment, And Disposal Systems, 15A NCAC 18A .1900 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the system layout.

Site Sketch CA Permit



PF = Pink Flag

| Pressure | Manifold | Top | Sizes |
|----------|----------|-----|-------|
| 85'      | 1/2"     | Sch | 40    |
| 80'      | 1/2"     | Sch | 40    |
| 80'      | 1/2"     | Sch | 40    |
| 115'     | 3/4"     | Sch | 80    |
| 80'      | 1/2"     | Sch | 40    |

CA Permit #: \_\_\_\_\_ Property Location: 7002 Nesbit Rd Scale  $1" = 80'$  North  $\rightarrow$

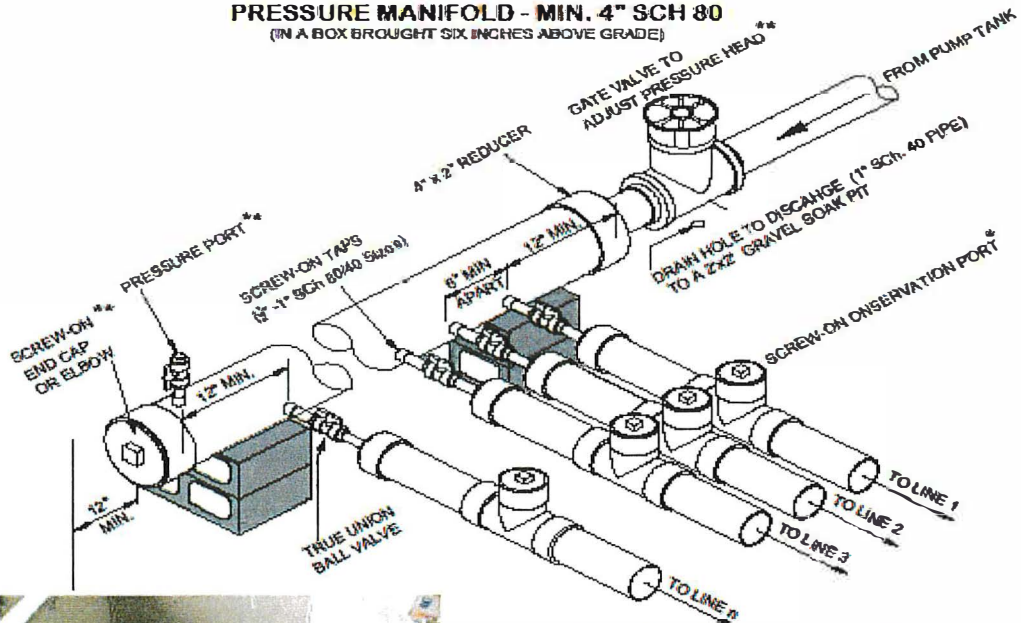
Absolutely no construction shall occur while soil is in a wet condition. Install lines on contour. Keep vehicular traffic off of system areas (initial and designated repair). A pre-construction meeting is required prior to installation.

For scheduling, contact the EH office by 4pm on the business day prior to the date of pre-construction meeting or installation inspection at [unioncountveh@unioncountync.gov](mailto:unioncountveh@unioncountync.gov). Keep all utilities (including irrigation systems) 10 feet outside of system area.

Certified Operator Required? Yes \_\_\_\_\_ No \_\_\_\_\_



**PRESSURE MANIFOLD - MIN. 4" SCH 80**  
 (IN A BOX BROUGHT SIX INCHES ABOVE GRADE)



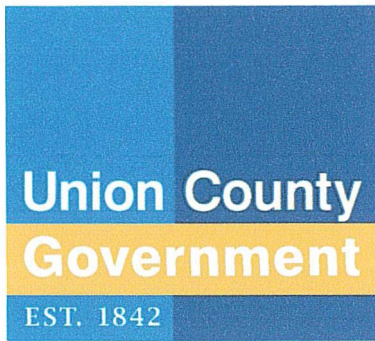
- \*\* MAY BE LOCATED INSIDE OR OUTSIDE MANIFOLD BOX. WHEN LOCATED OUTSIDE VALVE BOX IS REQUIRED.
- \* MAY BE INSIDE BOX OR IF OUTSIDE, BRING 6" ABOVE GRADE

| LINE # | TAPS        | LENGTH |
|--------|-------------|--------|
| 1      | 1/2" Sch 40 | 85'    |
| 2      | 1/2" sch 40 | 80'    |
| 3      | 1/2" sch 40 | 80'    |
| 4      | 3/4" Sch 80 | 115'   |
| 5      | 1/2" Sch 40 | 80'    |



Pressure Manifold Detail  
 Union County

|           |                 |                          |
|-----------|-----------------|--------------------------|
| Design:   | Date:           | File Name:               |
| Revision: |                 | Pressure Manifold Detail |
| Approved: |                 | Drawing No.              |
|           |                 | 1/1                      |
|           | <b>No Scale</b> | Sheet 1 of 1             |



**Environmental Health**

500 N. Main Street  
Suite #47  
Monroe, NC 28112

T. 704.283.3553  
unioncountyehealth@unioncountync.gov  
[www.unioncountync.gov](http://www.unioncountync.gov)

## **Union County Environmental Health On-Site Wastewater System Septic Tank & Pump Tank Abandonment Procedure**

Following steps are necessary when abandoning a septic tank & pump tank:

1. Have an approved hauler pump the liquid, sludge and scum from all the tanks.
2. The tank (s) should be abandoned by a Certified Septic Installer, licensed plumber, licensed public utilities contractor or the owner of the property where the tank (s) are located.

Three ways to abandon the tanks are listed below:

- A. Remove the tanks.
- B. Fill in the tank (s) in one of two ways:
  1. Fill in the entire tank with concrete. Must cap off inlet and outlet pipe penetrations first.
  2. Cap off inlet and outlet pipe penetrations with concrete, fill in entire tank with sand or pea gravel, and then cap off both inlet and outlet access openings with concrete.
- C. Crush tank in place. Break up bottom of tank so water does not pond on top. Fill in area with clay, sand or pea gravel. Pack material to ensure settling complete.

*\*Disinfect with chlorine or lime prior to removing, filling or crushing the tank (s)*

3. Backfill the excavation with clean clay material to natural grade and establish a vegetative cover.
4. Disconnect power at the source to all electrical controls and remove all controls and panels.
5. Remove all parts of the drainfield on the ground surface (such as valves, valve boxes and risers), backfill the area to a natural grade and establish a vegetative cover.
6. Coat all surface areas exposed to effluent with hydrated lime and establish a vegetative cover.
7. Recommend to wait at least 18 months before using the abandonment area for gardening or construction.



**15 APPENDIX F – CONSTRUCTION AUTHORIZATION PERMIT NO. 23-458,  
WAXHAW INDIAN TRAIL ROAD**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**Do Not Submit with Bid**

***--Informational Purposes--***



# Construction Authorization (Residential) Improvement Permit On-Site Wastewater

CA  IP/CA

CA Permit Number: 23-458  
IP Number: \_\_\_\_\_  
Expiration Date: 10/12/23  
System Classification: IIC  
Tax Parcel #: 06-111-012  
Zoning: \_\_\_\_\_

**This permit replaces CA#23-81**

|   |  |
|---|--|
| Owner: [REDACTED]   | Property Location: <u>2913 Waxhaw Indian Trail Rd</u>                                |
| Mailing Address: <u>2913 Waxhaw Indian Trail Rd, Waxhaw, NC 28173</u> | Subdivision: _____   |
| Phone: [REDACTED] (c), _____ (h)                                      | Lot#: _____  |
| Email: [REDACTED]   | Directions: <u>Hwy 75, R McNeely, L Waxhaw Indian Trail, Property on left #2913.</u> |

**Type of CA or IP:** New  Repair  Addition/Expansion  Design Waste Flow: \_\_\_\_\_ (gpd)

**Water Supply:** Public  New Well  Shared Well  Existing Well  Other \_\_\_\_\_

Residential: Single family Number of Bedrooms: 3 Number of Occupants: max 6 Basement:  Yes  No  No  Yes  No  Yes  No  Yes  No

**Installation Specifications Initial (Type) :** gravity to conventional bed LTAR: 0.3

Alternative: \_\_\_\_\_ LSS/Engineer Design: \_\_\_\_\_

Soil Depth: 40" Slope: 3% Area (sq. ft.): 720 Total Length: 240' Line Length: 6'x60' # of Lines: 2 beds

Line Width: 6" Max. Depth of Lines: 26" Max. Grade: 1/4"per1' Spacing: \_\_\_\_\_ Aggregate Depth: 12inches

Distribution: 2 Dbox Additional Cover: na Septic Tank: 1000 gal Pump Tank: na Pump: na

**Certified Operator Required** Yes  No

Diversion Drain: Length: \_\_\_\_\_ Depth: \_\_\_\_\_ Aggregate Depth: \_\_\_\_\_

This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. This Construction Authorization is subject to compliance with the provisions of the Laws and rules for Sewage Treatment and Disposal and to the conditions of this permit.

If applicable: I understand the system type specified is different from the type specified on the application. I accept the specifications of this permit.

Owner/Legal Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

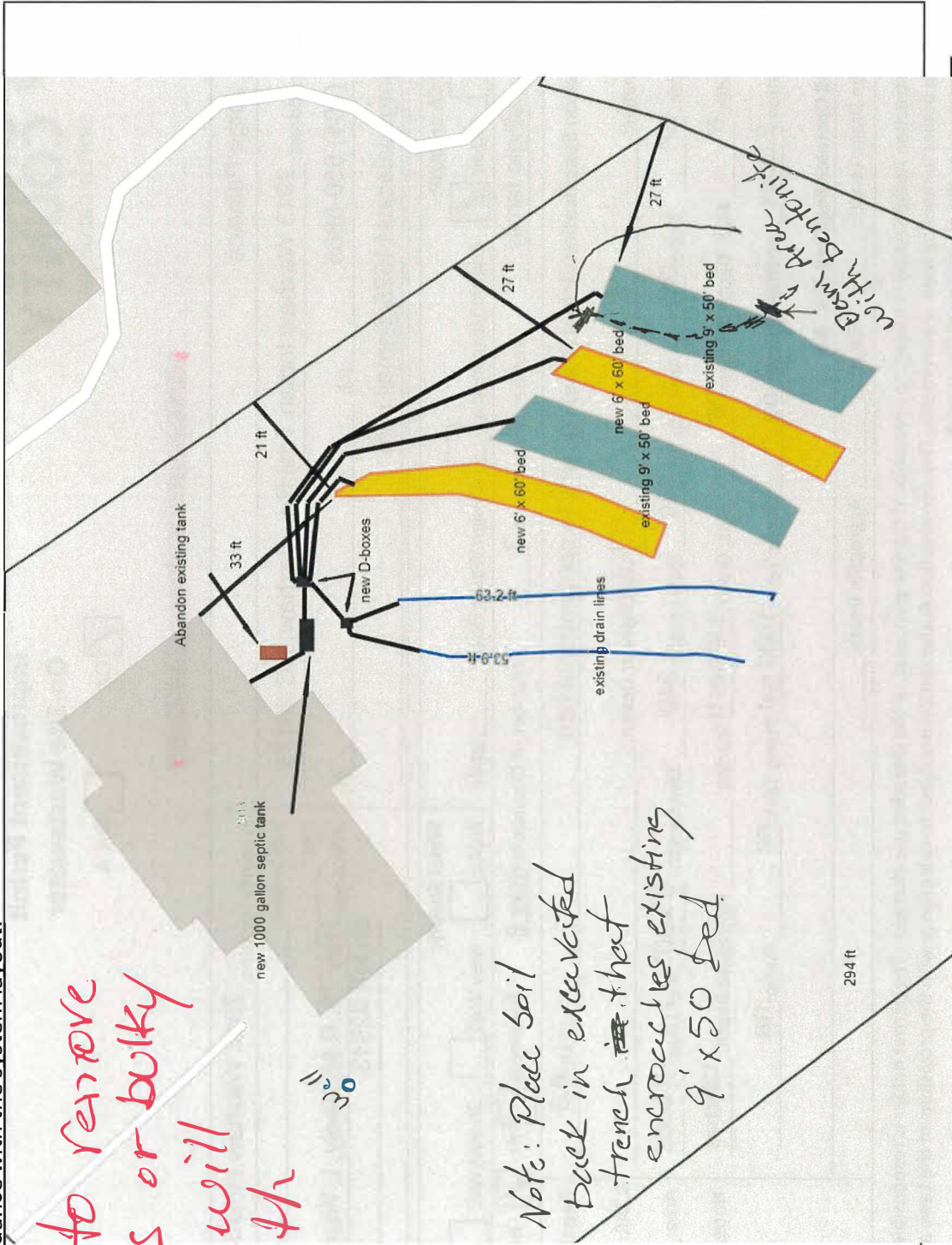
Authorized State Agent: David Finley Date: 10/12/23 Inspections Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Environmental Health** 500N Main Street, Monroe NC 28112 **T 704.283.3553** unioncountyeh@unioncountync.gov

The construction and installation requirements of The North Carolina Laws and Rules for Sewage Treatment, And Disposal Systems, 15A NCAC 18A .1900 are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the system layout.

Site Sketch CA Permit

*owner is to remove any vehicles or bulky items that will interfere with installation*



CA Permit #: 23-458

Absolutely no construction shall occur while soil is in a wet condition. Install lines on contour. Keep vehicular traffic off of system areas (initial and designated repair). A pre-construction meeting is required prior to installation.

For scheduling, contact the EH office by 4pm on the business day prior to the date of pre-construction meeting or installation inspection at [unioncountyeh@unioncountync.gov](mailto:unioncountyeh@unioncountync.gov). Keep all utilities (including irrigation systems) 10 feet outside of system area.

Certified Operator Required? Yes  No



**Environmental Health**  
500 N. Main Street  
Suite #47  
Monroe, NC 28112

T. 704.283.3553  
unioncountyeh@unioncountync.gov  
www.unioncountync.gov

## **Union County Environmental Health On-site Wastewater System Abandonment Procedure**

To abandon a wastewater system location, follow these steps:

1. Have an approved hauler pump the liquid, sludge, and scum from all the tanks in the system.
2. The tank(s) should be abandoned by a Certified Septic Installer, licensed plumber, licensed public utilities contractor, or the owner of the property where the tank(s) is/are located. Three ways to abandon the tanks are listed below:

\*Disinfect with chlorine or lime prior to removing, filling or crushing the tank(s).

A. Remove the tanks.

B. Fill in the tank in one of two ways:

1. Fill in entire tank with concrete. Must cap off inlet and outlet pipe penetrations first.
2. Cap off inlet and outlet pipe penetrations with concrete, fill in entire tank with sand or pea gravel, and then cap off both inlet and outlet access openings with concrete.

C. Crush tank in place. Break up bottom of tank so water does not pond on top. Fill in area with clay, sand or pea gravel. Pack material to ensure settling complete.

3. Backfill the excavation with clean clay material to natural grade and establish a vegetative cover.
4. Disconnect power at the source to all electrical controls and remove all controls and panels.
5. Remove all parts of the drain field on the ground surface (such as valves, valve boxes and risers), backfill the area to a natural grade and establish a vegetative cover.
6. Coat all surface areas exposed to effluent with hydrated lime and establish a vegetative cover.
7. Recommend to wait at least 18 months before using the disposal area for gardening or construction.

**16 APPENDIX G - SAMPLE TAX FORM**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**Do Not Submit with Bid**

***--Informational Purposes--***





**17 APPENDIX H – FEDERAL CONTRACT PROVISIONS TEMPLATE**

**IFB No. 2025-008 Septic Owner-Occupied Repair Program**

**Do Not Submit with Bid**

***--Informational Purposes--***

## **Required Contract Terms – Projects Involving the Expenditure of Federal Funds**

This project is partially or wholly funded with Federal funds. Therefore, the following contract provisions shall be required and shall be incorporated into the Contract(s) which results from this solicitation.

### **I. Conflicts of Interest; Gifts and Favors**

- A. Contractor understands that (1) the County will use federal funds to pay for the cost of this Contract and (2) the expenditure of federal funds is governed by the Procurement Policy and Procedure Manual of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. Contractor certifies to the County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the County involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.
- C. Contractor certifies to the County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the County. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the County in writing.

### **II. Non-Discrimination**

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.
- B. Contractor acknowledges that the County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below

and any other federal statutes and regulations that may be applicable to the expenditure of federal funds:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **III. Equal Employment Opportunity**

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such

direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of this **Equal Employment Opportunity** section shall not apply.

#### **IV. Section 3 – Public Housing Financial Assistance**

This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 75.

- A. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD

programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- B. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly person who are recipients of HUD assistance for housing.
- C. The parties to this Contract will comply with HUD's regulations as set forth in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- D. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (1) a recipient to perform work in connection with a Section 3 project; or (2) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- E. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 C.F.R. Part 75.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed; and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.
- G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- H. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. §4111(k)) must provide preference in employment, training, and business opportunities to Native Americans and Native

American organizations, and are therefore not subject to the Section 3 requirements of 24 C.F.R. Part 75.

#### **V. Byrd Anti-Lobbying Amendment**

- A. Contractor certifies to the County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the County, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this **Byrd Anti-Lobbying Amendment** Section. to be included in all Subcontracts. This certification is a material representation of fact upon which the County has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with the County the certification in Attachment 1 to this Contract, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Contract, which is attached hereto and incorporated herein.

#### **VI. Access to Records and Record Retainage**

- A. Contractor agrees to provide the County, the Federal awarding agency, Inspectors General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. Contractor agrees to retain all records covered by this **Access to Records and Record Retainage** Section for a period of three years from the date of submission of the final expenditure report, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **VII. Copeland “Anti-Kickback” Act**

Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Federal awarding agency.

### VIII. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Subsection A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A. (*Overtime Requirements*), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* The County shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Subsection B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Subsections A. through D. herein and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Subsections A. through D. herein.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made,



and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Federal awarding agency and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

- F. *Exceptions.* None of the requirements of this **Contract Work Hours and Safety Standards Act** Section shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

#### **IX. Davis-Bacon Act and Federal Labor Standards Provisions**

This contract will be funded in whole or in part with federal funds. The Federal Labor Standards Provisions (as described in the HUD-4010 form), including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the bid documents.

#### **X. Procurement of Recovered Materials**

- A. Subsection B of this **Procurement of Recovered Materials** Section shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000; or (2) the total value of such designated items acquired during the County’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **XI. Clean Air Act and Federal Water Pollution Control Act**

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to

the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance.

## **XII. Lead-Based Paint Poisoning Prevention Act**

If this Contract is funded using Community Development Block Grant (“CDBG”) funds and involves any form of housing rehabilitation, Contractor shall carry out all work within the procedures established by the County with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at 24 C.F.R. Part 35, Subparts A, B, J, K, and R.

## **XIII. Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below. “Government” means the government of the United States of America. “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
  - 1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
  - 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless the Federal awarding agency determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Federal awarding agency to make available to the public either (1) the Federal awarding agency’s license in the copyright to any subject data developed in the course of the Contract; or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.

- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this **Rights to Inventions Made Under a Contract or Agreement** Section, “subject data” means “recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

#### **XIV. Debarment and Suspension**

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies that neither Contractor nor Contractor’s principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

#### **XV. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section shall have the meanings ascribed thereto in this Subsection A.
  - 1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
  - 2. “Covered Foreign Country” means the People’s Republic of China.
  - 3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or

ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

## B. Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Subsection C. herein applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds received from a federal government to:
  - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
  - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

## C. Exceptions

1. This clause does not prohibit Contractor or Subcontractors from providing:
  - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment that:
  - i. Is not used as a Substantial or Essential Component of any system and
  - ii. Is not used as Critical Technology of any system.
- b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

#### D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in Subsection D.2(d)(2) of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section to the County, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to the County pursuant to Subsection D.1 of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section:
  - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within ten business days of submitting the information in Subsection D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor.* Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this **Prohibition on Contracting for Covered Telecommunications Equipment or Services** Section including this Subsection E.

#### XVI. Domestic Preference for Procurements

- A. For purposes of this **Domestic Preference for Procurements** Section, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this **Domestic Preference for Procurements** Section in any Subcontracts.

#### **XVII. Solicitation of Minority and Women-Owned Business Enterprises**

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Subsection A of this **Solicitation of Minority and Women-Owned Business Enterprises** Section, an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.