



Cleveland County

NORTH CAROLINA

INVITATION TO BID

Oak Grove Convenience Center
Retaining Wall Design/Construct
1127 Oak Grove Rd
Kings Mountain, NC 28086

Cleveland County will receive bids for the design and construction of a retaining wall at the Oak Grove Convenience Center at 1127 Oak Grove Rd, Kings Mountain, NC.

The Bidder shall supply detail documents in sufficient detail for permitting review and acceptance by the Cleveland County Building Inspection Department.

The retaining wall shall be tied into the existing retaining wall as illustrated shown below.

Illustration of the Oak Grove Convenience Center Retaining Wall Concept

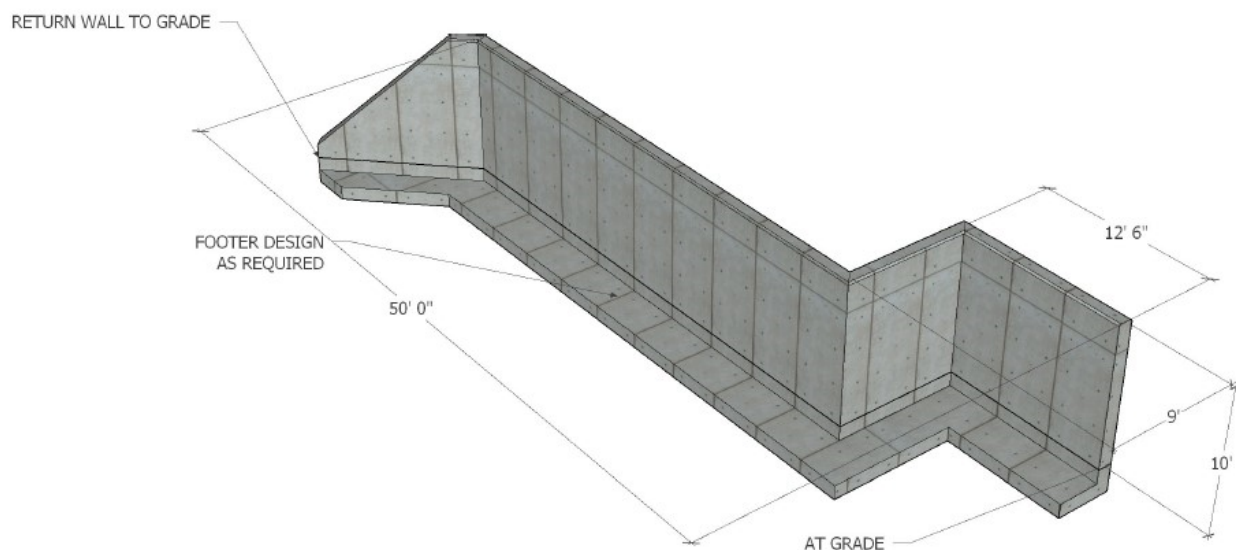


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- The retaining wall shall be nominally—50 feet long and taper down to grade on the end. The top of the wall shall have a cosmetic chamfered edge. The retaining wall shall be designed using retaining wall best practices for commercial sites.

Retaining Wall Nominal Dimensions



- Once permitted the Bidder shall construct the retaining wall with minimal disturbances to the Oak Grove Convenience Center operations.
- The Bidder shall complete the site location 45 days after receipt of Notice to Proceed.
- The Bidder shall keep on file with the County a current Certificate of Liability Insurance and Proof of Workmen's Compensation before work begins and keep in force throughout remainder of project.
- The Bidder will not be required to furnish a Performance or Payment Bond.
- The bidder will be paid for the entire contract amount after completion of the project and after the County has inspected the sites and verified the contract completion.
- The Bidder shall visit and inspect the site prior to submitting a bid.
- **ALL BIDS ARE DUE ON OR BEFORE JULY 30, 2021—BY 3:00 PM.**

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- Bids shall be submitted on the form provided in a sealed envelope.
- The sealed envelope shall be labeled with the project name and the bidder's name.

Proposals can be submitted by any one of the following methods:

Mail:

Cleveland County Administrative Bldg.
Finance & Purchasing Department
Attn: Kim Lester
PO Box 1210,
Shelby, NC 28151

Hand delivered:

Cleveland County Administrative Bldg.
2nd Floor
Finance & Purchasing Department
Attn: Kim Lester
311 E. Marion St
Shelby, NC

Or email proposals to: Kim.Lester@clevelandcountync.gov

Administrative questions can be emailed to Kim Lester at:

Kim.Lester@clevelandcountync.gov

If you have any project scope questions, please contact:

Josh Davis
Director—Cleveland County Solid Waste
D: (704) 447-8212
C: (704) 476-5110
E: Josh.Davis@clevelandcountync.gov

BID FORM

Oak Grove Convenience Center
Retaining Wall Design/Construct
1127 Oak Grove Rd
Kings Mountain, NC 28086

To: Cleveland County Finance & Purchasing Department
PO Box 1210
ATTN: Kim Lester
311 E. Marion Street
Shelby, NC 28151

From: _____

Date: _____

As the undersigned contractor, I have inspected the above referenced property and understand the extent and character of the work to be completed as described in the *Invitation to Bid*.

I propose to furnish all labor and equipment necessary to accomplish all work as described in the *Invitation to Bid*.

- Total Project Costs: \$ _____

I agree to the attached Terms & Conditions and will complete all work within 45 days of receipt of the *Notice to Proceed*.

Signature

Company Address Line 1

Print Name

Company Address Line 2

Contractor's License Number

Work Phone

Expiration Date

Cell Phone

Company Name

Email

SERVICE CONTRACT AND INDEMNITY AGREEMENT

County of Cleveland, North Carolina (hereinafter "County") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the County and the work will be performed at site(s) owned or operated by the County. Prior to signing contract and prior to commencing services, County and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff in the County Finance & Purchasing Department. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

- 1. Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work. Label attached documents sequentially beginning with Attachment 1. If more than two documents are attached, provide as Attachment 1 a list that identifies all documents attached and remaining documents shall be sequentially numbered.
- 2. Payment:** The Contractor will be paid as outlined in attached documents.
- 3. Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
- 4. Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the County and, therefore, not eligible for County employee benefits (such as health insurance and workers' compensation insurance). The County's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of sickness, illness, injury, or accident. The personnel policies of the County do not apply to the Contractor. The Contractor does not make this agreement under any duress.
- 5. Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The County will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.
- 6. IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The County will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.
- 7. Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.
- 8. Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the County deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

9. Insurance and Bonding: Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the County for all applicable insurance coverage.

10. Indemnity: To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the County and County's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the County (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.

11. Damage to County Property: The Vendor shall be responsible for any damage to or loss of the County's equipment or facilities arising out of an act or omission of the Vendor or its authorized user and deemed reasonable by either (1) both County and Contractor, (2) mediator, or (3) court/judge.

12. Additional Terms: The Contractor hereby also formally agrees to the entire set of general terms and conditions at <http://www.ccncgov.com/FinanceD/vendors.html>, which aids the County in its efforts to comply with federal rules and regulations.

13. Amendment of the Contract: No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the County, both the Authorized County Department Representative and the County Finance Director must sign and a board chairperson may also be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

14. Complete Agreement: This Contract and all attachments constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.

SIGNATURE SECTION

1. Subject to Contractor Approval: On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

Printed Name of Company or Individual

Authorized Representative: Signature / Printed Name / Date

2. Subject to Board Approval: On behalf of the Cleveland County Board of Commissioners, the Order to demolish this dwelling was approved on: _____

Clerk to the Board of Commissioners: Signature / Seal