



Cleveland County

NORTH CAROLINA

REQUEST FOR PROPOSAL

RFP No. FY2020-08-04
Self-McNeilly Landfill Cover Soil Stockpile, Cherryville, NC

ISSUE DATE: August 10, 2020
ISSUING DEPARTMENT: Cleveland County Landfill
PROPOSAL DUE: August, 20th 2020 at 10:00 am
CONTRACT AWARDED On approval by Gene Wright—Landfill Manger
PROPOSAL SHALL BE: Submitted in a sealed envelope labeled with the project name and the contractor's name and the date
A request for proposal, not a request to contract.
Submitted by any one of the following methods:

Delivered by Mail	Delivered by Other Means
County Finance & Purchasing Department Ms. Kim Lester, Purchasing Specialist Post Office Box 1210 Shelby, North Carolina 28151-1210	Cleveland County Administrative Building Finance & Purchasing Department Ms. Kim Lester—Purchasing Specialist 311 E Marion Street Shelby, North Carolina 28151-1210 via email: kim.lester@clevelandcountync.gov

If you have any project scope questions, please either contact:

Mr. Gene Wright
Landfill Manager
200 South Post Rd.
Shelby, NC 28152
D: 704-476-5537
Email: Gene.Wright@clevelandcountync.gov

Mr. Nathan McNeilly
Environmental Health Supervisor
200 South Post Rd
Shelby, North Carolina 28152
D: 980-484-5137
Email: Nathan.McNeilly@clevelandcounty.com

INTRODUCTION

The Self McNeilly Landfill uses soil for daily landfill cover. This soil cover, until recently, came from the borrow pit close to the landfill cell. The borrow pit is now empty. The Landfill would like to refill the borrow pit with enough cover soil to last a few years. It is estimated that 150,000 cyd are required to meet this goal.

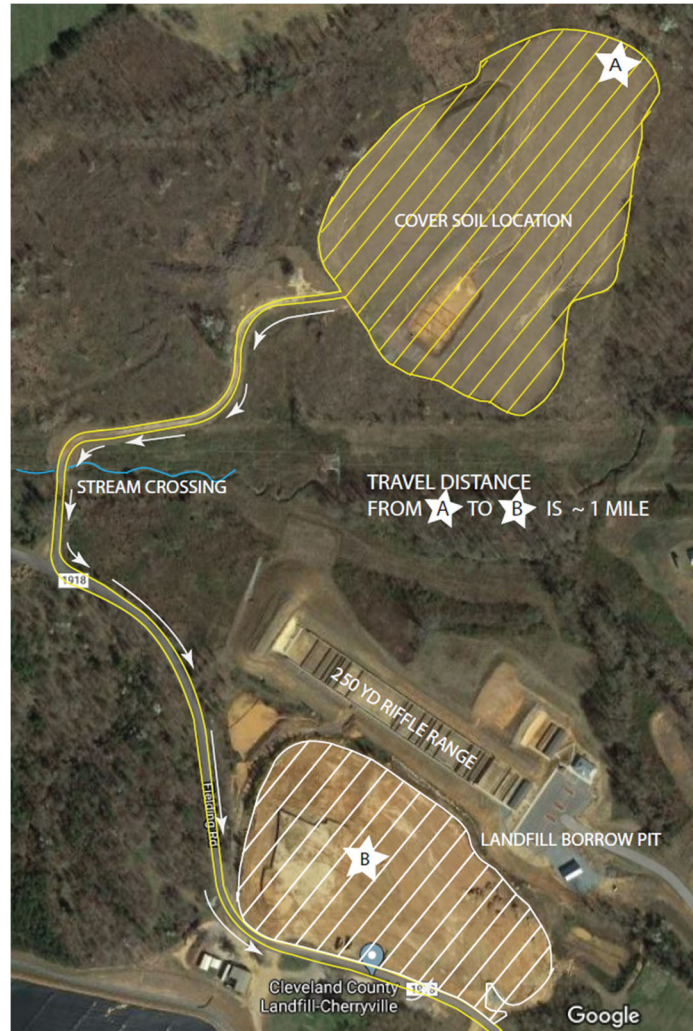
Soil is available a mile away. There is a path to this area and can be seen in the aerial photo below. The crosshatched 'yellow' area is where the soil is available and the borrow pit is 'white' crosshatched. This proposal is to cover the cost of transporting soil from that area to the borrow pit.

The contractor would be required to manage the borrow site by spreading the loads that have been transported down and maintain the existing path so that it remains accessible. There is a 40 ft stream crossing that is narrow. The integrity of this crossing must be maintained.

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Self McNeilly Landfill Aerial View from Google Maps



The volume of cover soil will be verified by survey. There could also be a measurement using a drone LIDAR for the borrow pit

The Contractor shall take appropriate measures to ensure public safety and shall show courtesy toward ongoing Landfill operations while working on each site.

The Contractor shall complete both site locations 60 days after receipt of *Notice to Proceed*.

The Contractor 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 Contractor will not be required to furnish a *Performance or Payment Bond*.

The Contractor 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 Contractor shall visit and inspect each site prior to submitting a bid.

ALL BIDS ARE DUE ON OR BEFORE August 20, 2019—BY 5:00 PM.

BID FORM

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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 properties 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 *Request for Proposal*.

- Unit Price Cut/100cy Cost: \$ _____
- Borrow pit management Costs: \$ _____
- Total Project Costs: \$ _____

I agree to the attached Terms & Conditions and will complete all work within 60 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