REQUEST FOR PROPOSAL

RFP No. FY22-001
Pistol Range Additions—Foothills Public Shooting Complex
283 Fielding Rd, Cherryville, NC 28021

July 1, 2022

The Foothills Public Shooting Complex at 283 Fielding Road, Cherryville, NC. is hosting a very large pistol shooting competition in November 2022. In order to execute the competition efficiently during a weekend the Foothills Public Shooting Complex needs 6 additional pistol ranges.

Cleveland County will receive bids for the site preparation and forming of six additional pistol shooting ranges.

Site preparation and forming shall include: erosion control, grading, drainage, access road and parking construction, forming of the six pistol ranges with berms, and seeding.

Figure 1 — Vicinity Map

TGS Engineers has developed the erosion control plans and submitted the plans to NCDEQ for an expedited permitting application (CLEVE-2022-036). The Certificate of Plan Approval is expected to be received by May 20, 2022. To make the pistol ranges
usable by November 2022 deadline, construction work must start immediately after the erosion control plans have been approved.

Below is the layout of the 6 pistol ranges. The typical shooting range dimensions can be found on this drawing C-3.0 OVERALL SITE PLAN.

Snippet from TGS Engineers Drawing C-3.0 OVERALL SITE PLAN
The TGS Engineers drawings are at the end of this RFP and listed below:

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The Contractor shall supply the labor, equipment, and material to grade the site, install the erosion control measures and construct the ranges, berms, access road, and parking areas as per the drawings above.

The Contractor shall complete construction 75 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 shall visit and inspect the site prior to submitting a bid.

The Foothills Public Shooting Complex hours of operation are:

- **Mon.** Closed
- **Tues., Wed., Fri., Sat.** 9:30 – 7:30 PM
- **Thurs.** 9:30 – 2:30 PM
- **Sun.** 1:30 – 4:30 PM

Arrangements can be made to access the range Mondays while nobody is there using the front gate code.
INVITATION TO BID

RFP No. FY22-001
Pistol Range Additions—Foothills Public Shooting Complex
283 Fielding Rd, Cherryville, NC 28021

ALL BIDS ARE DUE ON OR BEFORE July 1st, 2022—BY 3:00 PM.

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.

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

Mail: Finance & Purchasing Department
Attn: Tonya Brittain
Assistant Finance Director
PO Box 1210,
Shelby, NC 28151

Email: Tonya.Brittain@clevelandcountync.gov

Hand delivered: Cleveland County Administrative Building
Finance & Purchasing Department
Attn: Tonya Brittain
311 E. Marion St
Shelby, NC

Cleveland County reserves the right to reject any or all bids if it is in the best interests of the County.

If you have any project scope questions or want to schedule a site visit, please contact:

Josh Davis
Director—Cleveland County Solid Waste
D: (704) 447-8212
C: (704) 476-5110
E: Josh.Davis@clevelandcountync.gov
ALL BIDS ARE DUE ON OR BEFORE May 27th, 2022—BY 3:00 PM.

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

From: _________________________________ Date: _______________________

_________________________________
_________________________________
_________________________________

As the undersigned contractor, I have inspected the above referenced site 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.

- Material and Equipment Costs: $ ___________________
- Labor Costs: $ ___________________
- 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

Print Name

Contractor’s License Number

Expiration Date

Company Name

Company Address Line 1

Company Address Line 2

Work Phone

Cell Phone

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.ccngov.com/FinanceD/vendors.html](http://www.ccngov.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.

   [signature]

   Printed Name of Company or Individual

   [signature]

   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: ____________________________

   [signature]

   Clerk to the Board of Commissioners: Signature / Seal
FOOTHILLS PUBLIC SHOOTING COMPLEX
283 FIELDING ROAD
CHERRYVILLE, NORTH CAROLINA 28021
MASS GRADING PLANS
APRIL 12, 2022

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND MATERIAL SUPPLY FOR CONSTRUCTION AND INSTALLATION, VERIFICATION OF DIMENSIONS AT THE SITE, AND THE VERIFICATION OF QUANTITIES.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANING AND MAINTENANCE OF ALL INVOLVED AREAS FROM CONSTRUCTION DEBRIS AND DUST. SWEEP HARD FLOORS WITH A TREATED DUST MOP. VACUUM AND REMOVE SPOTS FROM CARPETING.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTABLE CLOSURE AND REPAIR OF ALL AREAS DISTURBED DURING CONSTRUCTION. REPAIR WORK SHALL UTILIZE LIKE MATERIALS WHERE POSSIBLE, OR MATERIALS COMPATIBLE TO EXISTING AND SHALL RESTORE DISTURBED SURFACE TO ORIGINAL CONDITION. UNLESS OTHERWISE NOTED EXPOSED PIPING, DUCT WORK, CONDUIT, AND HANGER ASSEMBLIES SHALL BE PAINTED TO MATCH EXISTING FEATURES.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANING AND MAINTENANCE OF ALL INVOLVED AREAS FROM CONSTRUCTION DEBRIS AND DUST. SWEEP HARD FLOORS WITH A TREATED DUST MOP. VACUUM AND REMOVE SPOTS FROM CARPETING.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND MATERIAL SUPPLY FOR CONSTRUCTION AND INSTALLATION, VERIFICATION OF DIMENSIONS AT THE SITE, AND THE VERIFICATION OF QUANTITIES.
GENERAL NOTES

1. This drawing was prepared under the authority of TGS Engineers Scale & Project No. 2022/01/01. Any changes to this drawing must be approved in writing by TGS Engineers Scale & Project No. 2022/01/01.

2. All construction to be to NCDOT & NCDEQ minimum standards & specifications.

3. Any damage or disruption of utility services shall be the sole responsibility of the contractor.

4. Design engineer, will be done at the contractor's risk.

5. Ambiguities. Work done after discovery, without attempting to contact the owner's representative and any discrepancies found between these drawings and specifications and site conditions, or any inconsistencies or ambiguities in drawings or specifications, shall be immediately reported to the design engineer.

6. Contractor to acquire a demolition permit prior to removal of existing structures.

7. Soil stability analysis performed prior to construction. Contractor to provide all necessary support and protection to prevent soil instability.

8. Contractor to provide all necessary protection and support to prevent soil instability during construction.

9. If any items not shown in these plans to be removed, added, or replaced shall be repaired/replaced at the contractor's expense.

10. Any existing utilities designated to be relocated, as required for construction, will be done at owner's expense.

11. Boundary & topographic information taken from a survey entitled "Boundary & Recombination Survey."
ALL CONSTRUCTION TO BE TO NCDOT & NCDEQ MINIMUM STANDARDS & SPECIFICATIONS.

- Before commencing work, the contractor shall determine the exact location of all existing underground utilities and coordinate any interruptions in service with the utility provider. Any damage or disruption of utility services shall be the sole responsibility of the contractor.

- Site notes:
  - Construction Site Safety is the sole responsibility of the contractor.
  - Existing utilities are shown in an approximate way only and have not been verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and coordinate any interruptions in service with the utility provider. Any damage or disruption of utility services shall be the sole responsibility of the contractor.

- Site Address: 283 Fielding Road, Cherryville, NC 28021
  - Phone: 919-773-8887
  - Fax: 919-773-8839

- Overall Site Plan
- Typical Gravel Road & Parking Section
- Typical Shooting Range Dimensions

- Plans Prepared For: TGS Engineers
  - Suite 200
  - Raleigh, NC 27603

- Plans Prepared By: 00000
  - 05/02/2022

- Approvals:
  - Project Engineer: DEW 05/02/2022
  - Owner: City of Kings Mountain 05/02/2022
Erosion Control Notes:

1. Excavations shall be completed to the new slope line before grading commences.
2. Temporary ponding basins shall be included in the approved grading permit.
3. All construction shall be completed within the area of disturbance.
4. Storm drains are to be protected against erosion.
5. All construction shall be completed within the area of disturbance.
6. Storm drains are to be protected against erosion.

Phase 1 Erosion Control Construction Sequence:

1. Excavation: Temporary ponding basins are excluded from the area of disturbance.
2. Grading: All construction is to be completed within the area of disturbance.
3. Storm drains are to be protected against erosion.
4. All construction shall be completed within the area of disturbance.
5. Storm drains are to be protected against erosion.

Limits of Disturbance:

All construction to be to NCDOT & NCDEQ minimum standards & specifications.

Note: See sheets C-4,4 & C-4,5 for erosion control details.
Erosion Control Notes:

1. Permanent erosion control plans must be submitted to the appropriate agency prior to commencement of any construction.
2. The contractor shall maintain a net of sediment control on site until all work is completed.
3. Permanent erosion control plans must be approved by the appropriate agency prior to commencement of work.
4. Permanent erosion control plans must be submitted to the appropriate agency prior to construction.
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9. Permanent erosion control plans must be submitted to the appropriate agency prior to construction.

Limits of Disturbance:

All construction to be to NCDOT & NCDEQ Minimum Standards & Specifications

Phase 2 Erosion Control Construction Sequence:

- Excavation
- Installation of sediment traps
- Installation of silt fences
- Installation of sediment basins
- Installation of erosion control blankets
- Installation of erosion control mats
- Installation of erosion control blankets
- Installation of erosion control mats
- Installation of erosion control blankets
- Installation of erosion control mats
- Installation of erosion control blankets
- Installation of erosion control mats

Note: See Sheets C.44 & C.45 for Erosion Control Details.
NOTICE:
EXISTING UTILITIES BEFORE COMMENCING WORK AND COORDINATE ANY INTERRUPTIONS IN SERVICE WITH THE UTILITY
OWNER AND/OR LOCAL UTILITY COMPANY.

SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE

NOTE:
PIPE

ALL CONSTRUCTION TO BE TO NCDOT & NCDEQ
NOT TO SCALE

1. THE RIPRAP AND SOIL FOUNDATION.
A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN
ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM.
REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STRAW, LIMBS, OR OTHER DEBRIS THAT COULD CLOG THE CHANNEL WHEN NEEDED.
INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (ONE-HALF INCH OR GREATER) RAINFALL EVENT AND
15.0' TO 20.0'
FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO

13. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN, NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE VEGETATION
GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.

14. REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO
ONE-HALF THE DESIGN DEPTH OF THE PIT. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA AND REPLACE

15. RE-FERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, RE-FERTILIZE, AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

12. CONSIDER THE USE OF A SEDIMENT CONTROL DEVICE IN EACH CELL TO TRAP SEDIMENT AND CLEAN IT OUT AS NECESSARY. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TRACKED

11. INSPECT SEEDED AREAS FOR FAILURE AND MAKE NECESSARY REPAIRS AND RESEEDINGS WITHIN THE SAME SEASON, IF POSSIBLE.

10. ESTABLISH A FENCING SYSTEM TO CONTROL ALL OUT-OF-BANK FLOW. VEGETATION ADJACENT TO THE CHANNEL IN A HEALTHY, VIGOROUS CONDITION TO PROTECT THE AREA FROM EROSION AND SCOUR DURING

9. INSPECT ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING

8. INSPECT SEDIMENT PIT AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY.

7. REMEMBER THE TIME OF YEAR IS NOT APPROPRIATE FOR PERMANENT SEEDING.

6. MAINTENANCE NOTES:
RESEEDING - IF A STAND HAS INADEQUATE COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER.
FERTILIZATION - ON THE TYPICAL DISTURBED SITE, FULL ESTABLISHMENT USUALLY REQUIRES REFERTILIZATION IN THE SECOND GROWING

5. SPECIAL CONDITIONS SHALL BE APPLIED TO SATURATED SITES TO REDUCE THE AMOUNT OF SEDIMENT DEPOSITED ON THE CHECK DAMS AND TO MAINTAIN THE GRAVEL PAD.

4. CHECK THE STRUCTURE FOR DAMAGE. AND RIPRAP DISPLACED FROM THE STONE HORSESHOE MUST BE REPLACED IMMEDIATELY.

3. MAKE SURE SEDIMENT FROM DEWATERING DEVICES DOES NOT LEAVE THE SITE. ANY DEWATERING FROM SEDIMENT CONTROL DEVICE MUST BE DONE WITHIN LIMITS OF DISTURBANCE AND THROUGH A FILTER BAG.

2. ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

1. ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING
TRAPEZODIAL SPILLWAY WITH IMPERMEABLE
CTR SCALE

MINIMUM STANDARDS & SPECIFICATIONS

6.5.3. NOT TO SCALE

CHANGE. AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A STORMWATER PLAN IN THE EMERGENCY SPILLWAY DETAIL.

IMPERMEABLE MEMBRANE OR WITH PERMANENT RIPRAP AS SHOWN ON THE SECTION THRU BASIN, FILTER AND CULVERT PIPE

SCHEDULE 40

MAINTAIN STONE PAD TO MINIMIZE CHANCE OF COIR MESH OR SIMILAR, STAPLED OR DESIGN LIFE:

MINIMUM DEWATERING TIME:

DEWATERING MECHANISM:

2 FEET

MAXIMUM L/W RATIO:

FILTER FABRIC

325 SQUARE FEET PER CFS OF PEAK FLOW

NOTICE:

1. PROVIDER. ANY DAMAGE OR DISRUPTION OF UTILITY SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN PREPARED BY

PREPARED BY

TGS JOB NO.

POTENTIAL FOR PIPING CAN OCCUR. PROPER

STORAGE ZONE

EMERGENCY

6" MIN. INVERT ELEVATION OF EMERGENCY SPILLWAY TO BE COVERED

INFLOW

EMBANKMENT COVERED WITH IMPERMEABLE MEMBRANE (BARREL OR ARM)

BANK

2' FREEBOARD

1' FREESTORAGE ZONE

EMBANKMENT

GROOVED BARREL PIPE WITH FILTER & CULVERT PIPE

WASHED STONE FLOOR

FLOOD STORAGE ZONE

RIP RAP HEADWALL

BLOWN FILM EMBANKMENT

SIDE SLOPES

BURY WIRE FENCE, LINE WIRES & BETWEEN DIRECTION OF FLOW & BETWEEN FENCE IS PROPERLY FENCE IS PROTECTING CATCH (HOWEVER FLOW SHALL NOT RUN PARRALLEL WITH THE TOE OF PUBLIC ROAD.

ABOVE THE TOP OF (HOWEVER FLOW SHALL NOT RUN PARRALLEL WITH THE TOE OF)

MUST BE AT LEAST 1'

RESET MAX 2' APART

INSPECT TEMPORARY DIVERSIONS ONCE A WEEK AND AFTER

REVISIONS

REVISIONS

ALL CONSTRUCTION TO BE TO NCdot & NCdeq MINIMUM STANDARDS & SPECIFICATIONS
ALL CONSTRUCTION TO BE TO NCDOT & NCDEQ MINIMUM STANDARDS & SPECIFICATIONS