



Town of Waynesville

Request for Proposals

Parks & Recreation Fencing Improvements – Dog Park, Vance Street Park Ballfield, Recreation Park Ballfields

Issue Date: 2/4/26

Proposal Due Date/Time: 2/18/26 at 2:00 PM

Delivery Location: Town of Waynesville – Parks & Recreation
Department

Contact: Luke Kinsland, Parks & Recreation Director

Town of Waynesville

550 Vance St

Waynesville, NC 28786

Phone: (828) 456-2030

Email: lkindsland@waynesvillenc.gov

1. INVITATION / PURPOSE

The Town of Waynesville (“Town”) is soliciting proposals from qualified contractors for **labor, materials, equipment, and supervision** necessary to furnish and install fencing improvements at the following facilities:

1. **Waynesville Dog Park** (new complete perimeter fencing)
2. **Vance Street Park Ballfield** (adult softball outfield fencing and safety netting)
3. **Recreation Park Ballfield** (full field fencing including backstop and dugout coverage)

The intent is to procure a contractor experienced in **athletic facility fencing and chain link installation**, capable of coordinating work around public use and Town programming.

2. PROJECT LOCATIONS

A. Waynesville Dog Park – 550 Vance Street, Waynesville, NC FEMA Project #951076, Latitude 35.50585, Longitude 82.97.949 (see plan set)

Waynesville Dog Park Plan Set

B. Vance Street Park Softball Field – 430 Vance Street, Waynesville, NC 28786, FEMA Project # 951842, Latitude 35.50335, Longitude 82.97834

Vance Field Site Plan

C. Recreation Park Softball Field – 285 Vance Street, Waynesville, NC 28786, FEMA Project # 951813, Latitude 35.50.0303 Longitude 82.97.992.

Recreation Park Site Plan

3. PROCUREMENT / NC COMPLIANCE REQUIREMENTS

This solicitation is intended to comply with applicable **North Carolina local government purchasing requirements**. The Town will award the proposer determined to be **responsive and responsible** and whose proposal is determined to be in the **best interest of the Town**.

The Town reserves the right to:

- Reject any and all proposals
- Waive informalities and minor irregularities

- Request clarification and additional information
- Award one contract for all work, or multiple awards by site (at Town's discretion)
- Negotiate scope and pricing with the selected proposer(s)

Note: Contractors shall comply with all applicable federal/state/local laws, codes, OSHA requirements, and permitting requirements. Contractor shall confirm any required permits/inspections.

4. SCOPE OF WORK (GENERAL)

The Contractor shall provide all labor, equipment, tools, materials, and incidentals necessary to:

- Field verifies existing conditions and dimensions
 - Locate utilities (NC 811) before digging
 - Furnish and install new fencing and gates as described
 - Remove and dispose of fencing where required (if encountered/needed for tie-ins)
 - Provide proper concrete footings for posts
 - Maintain safe public access, barricades, and signage during construction
 - Restore disturbed areas (grade, seed/stabilize, cleanup)
 - Coordinate installation timing with Town staff to reduce the impact on programming.
-

5. SITE-SPECIFIC REQUIREMENTS

SITE 1: WAYNESVILLE DOG PARK – COMPLETE FENCING ENCLOSURE

Work Required: Provide and install fencing per the **Waynesville Dog Park Plan Set dated 2026-01-09** (plans included by reference).

Waynesville Dog Park Plan Set

Fence Type & Finish

- **Black vinyl-coated chain link fencing** (commercial grade)
- The town requests that the proposer provide pricing for **two options** due to proximity to the roadway:
 - **Option A:** 4-foot-high black chain link
 - **Option B:** 6-foot-high black chain link

Gates

- Provide all gates shown/required by plans and typical dog park operations:
 - Vehicle/service access gate(s) where shown/needed
 - Pedestrian access gates (self-closing, self-latching recommended)
- All gate hardware shall be corrosion-resistant and suitable for public facilities.

Dog Park Notes

- The fence shall be fully enclosed with no gaps at grade.
- Contractor shall coordinate gate swing directions, latch height, and ADA-access considerations with Town staff during the pre-construction meeting.
- Contractor shall follow the applicable details shown in the plan set, including chain link and gate typical details.

Waynesville Dog Park Plan Set

SITE 2: VANCE STREET PARK BALLFIELD – ADULT SOFTBALL OUTFIELD FENCING + SAFETY NETTING

Work Required: Install fencing beginning at/near the dugout area and continuing around the outfield to enclose the adult softball field, per site plan.

Vance Field Site Plan

Fence Type & Finish

- **6-foot-high black chain link fencing**
- **Heavier gauge metal** required (commercial/athletic grade). Contractor shall specify:
 - Fabric gauge and mesh size
 - Post schedule and spacing
 - **Minimum 9-gauge commercial/athletic-grade chain link fabric required.** Top rail size and wall thickness

Outfield Safety Netting

- Provide and install **high safety netting** along the outfield fencing line as required for adult softball play and spectator protection.
- Contractor shall propose netting height, attachment method, and post reinforcement required to withstand wind loads and ball impacts.
- Netting shall be UV-resistant and rated for outdoor athletic use.

Gates

- Provide gates as shown on the plan (site plan shows **4' gates**).

Vance Field Site Plan

- Gate count and exact placement shall be field verified and coordinated with the Town.

Existing Features

- Contractor shall tie into existing structures as required without damage.

- Any required temporary removals or modifications must be coordinated and approved by the Town in writing.

SITE 3: RECREATION PARK BALLFIELD – FULL FIELD FENCING (T-BALL & GIRLS YOUTH SOFTBALL)

Work Required: Fence in the entire field area **from backstop to outfield**, including dugout coverage and controlled access, per site plan.

Recreation Park Site Plan

Backstop / Home Plate Area

- Provide and install **black chain link backstop fencing**:
 - “High” backstop required (contractor to propose height consistent with youth softball/t-ball best practices)
 - Must include appropriate post sizes and bracing for athletic impacts

Dugout Coverage

- The fence shall extend to cover/protect the dugout areas and provide separation from spectator/field areas.

Outfield Fence

- Provide and install **regulation height** black chain link fencing around the outfield perimeter.

Gates

- Provide a gate at the dugouts for entry/exit (Town requested).
- Site plan indicates **4' gates** and locations where existing fence removal is shown.

Recreation Park Site Plan

Coordination with Dugouts

- Contractor shall coordinate fence tie-ins around/near dugouts and any slab/concrete features shown on plans.

6. MINIMUM TECHNICAL SPECIFICATIONS (ALL SITES)

Unless otherwise specified above, the following minimum standards apply:

6.1 Chain Link Fabric

- Commercial-grade chain link fabric
- Black vinyl-coated finish (all exposed components to match)
- Standard 2" mesh (unless contractor proposes alternative for safety/strength)
- Fabric is tensioned and secured to eliminate sagging
- All chain link fencing fabric furnished and installed under this contract **shall be minimum 9-gauge commercial/athletic-grade wire**, unless otherwise approved in writing by the Town. This requirement applies to all sites, fence heights, and fence types (including outfield fencing, dog park fencing, backstops, and dugout fencing).
- Proposals that include lighter-gauge fabric may be deemed non-responsive.

6.2 Posts, Rails, and Framework

- Line posts, terminal posts, and gate posts shall be sized for athletic use and wind loads.
- Top rail required on all field fencing runs unless otherwise approved.
- All fittings and ties shall be corrosion-resistant and compatible with a black finish.

6.3 Concrete Footings

- Posts shall be set in concrete with an adequate diameter and depth for soil conditions and fence height.
- Contractor responsible for confirming frost depth and stable installation.

6.4 Gates and Hardware

- Gates shall be square, plumb, and swing freely.
- Hinges and latches shall be heavy-duty, tamper-resistant, and appropriate for public parks.
- Provide lockable provisions for Town padlocks.

6.5 Safety and Worksite Protection

- Contractor shall maintain safe access for pedestrians and staff.
- Barricades and signage are required during work.
- Secure open excavations and materials daily.

6.6 Cleanup and Restoration

- Remove all construction debris daily.
- Restore disturbed turf areas; seed/straw or stabilize as required.

7. PRE-BID SITE VISIT

A site visit is strongly recommended. Proposers are responsible for verifying conditions and dimensions prior to bid submission. To schedule site visits, please contact Luke Kinsland at lkindsland@waynesvillenc.gov or by phone at 828-456-2030.

8. PROJECT SCHEDULE / COORDINATION REQUIREMENTS

The Town requires coordination with programming and seasonal field use.

Proposals must include:

- Estimated start date after award
- Duration by site (Dog Park / Vance / Recreation Park)
- Crew size and sequencing plan
- Identification of long-lead materials (fabric, posts, netting)

8.1 Post-Award Coordination Period

Following contract award, the Town anticipates a coordination period to align installation timing with Town programming, field availability, material lead times, and contractor scheduling.

- Contractors shall acknowledge that **installation may not begin immediately upon award**.
 - A reasonable wait period may be required to finalize sequencing and approved start dates.
 - The contractor shall not be entitled to additional compensation due solely to coordination-related delays, provided such delays are reasonable and communicated by the Town.
 - Final start dates will be confirmed during the pre-construction meeting.

Working Hours: Normal weekday hours preferred unless otherwise approved.

Field Closures: Contractor shall coordinate closures with Town staff at least **5 business days in advance**.

9. SUBMITTAL REQUIREMENTS (WHAT TO INCLUDE IN YOUR PROPOSAL)

Proposals shall be organized in the following format:

9.1 Cover Letter

- Company name, address, phone, email
- Primary contact person
- Acknowledgement of addenda (if any)

9.2 Qualifications

- Years in business
- Relevant fencing/athletic facility experience (minimum 3 similar projects preferred)
- References (minimum 3)
- Confirmation of ability to meet the schedule

9.3 Technical Approach

- Fence height(s) by site
- Material specifications (fabric gauge, framework size, finish)
- Gate list with sizes and hardware
- Safety netting specs for Vance outfield

9.4 Pricing (Required)

Provide itemized pricing as follows:

Base Bid – Site 1: Dog Park (Option A – 4’ black chain link) \$_____

Alternate Bid – Site 1: Dog Park (Option B – 6’ black chain link) \$_____

Base Bid – Site 2: Vance Field (6’ black chain link + safety netting) \$_____

Base Bid – Site 3: Recreation Park Field (backstop + dugouts + outfield + gate) \$_____

Total Bid (all sites) \$_____

Contractor shall clearly state what is included/excluded.

9.5 Insurance

Provide certificate(s) of insurance showing:

- General Liability (minimum limits as required by Town contract)
- Auto Liability
- Workers’ Compensation (NC compliant)

9.6 Licensing

Contractor shall provide any applicable NC licensing required for the work.

10. EVALUATION CRITERIA

The Town may evaluate proposals based on:

- Price and completeness of pricing structure
 - Contractor qualifications and similar experience
 - Material quality and compliance with specifications
 - Ability to meet schedule and coordinate with Town operations
 - References and past performance
 - Proposed safety netting solution (Vance Field)
 - Responsiveness and professionalism of proposal submission
-

11. AWARD AND CONTRACTING

The Town anticipates awarding contract(s) following review and internal approvals.

The selected contractor(s) will be required to:

- Execute a Town contract
 - Provide insurance certificates and required documentation
 - Attend a pre-construction meeting
 - Provide a project schedule before mobilization
-

12. PAYMENT

Contractor shall propose a payment schedule. Town prefers:

- Progress payments based on percentage completion by site
 - Retainage may apply per Town policy/contract
 - Final payment upon punch list completion and acceptance
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13. WARRANTY

Contractor shall provide a minimum **one (1) year warranty** on workmanship. Manufacturer warranties for materials shall be passed through to the Town.

14. ATTACHMENTS / PLAN REFERENCES

The following documents are incorporated by reference and shall be used for bidding and construction layout:

1. **Waynesville Dog Park Plan Set (2026-01-09)**

Waynesville Dog Park Plan Set 2...

2. **Vance Street Park Softball Field Site Plan**

Vance Field Site Plan 2

3. **Recreation Park Softball Field Site Plan**

Recreation Park Site Plan

4. **Recreation Park Dugout Specifications** (for coordination awareness)

Recreation Park Dugout Specific

15. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received by the deadline listed on page 1.

Submission Method: (choose one)

- Sealed hard copy delivery to Parks & Recreation
- Email submission (PDF) to: lukekinsland@waynesvillenc.gov
- Both hard copy and electronic copy are preferred

Labeling: “RFP – Parks & Recreation Fencing Improvements”

Late proposals may be rejected.

EXHIBIT A – BID FORM

Proposer Name: _____
Contact Person: _____
Phone/Email: _____

Site 1 – Dog Park

- Option A (4' black chain link): \$ _____
 - Option B (6' black chain link): \$ _____
- Lead time to start: _____ days
Estimated duration: _____ days

Site 2 – Vance Field

- 6' black chain link + outfield safety netting: \$ _____
- Lead time to start: _____ days
Estimated duration: _____ days

Site 3 – Recreation Park Field

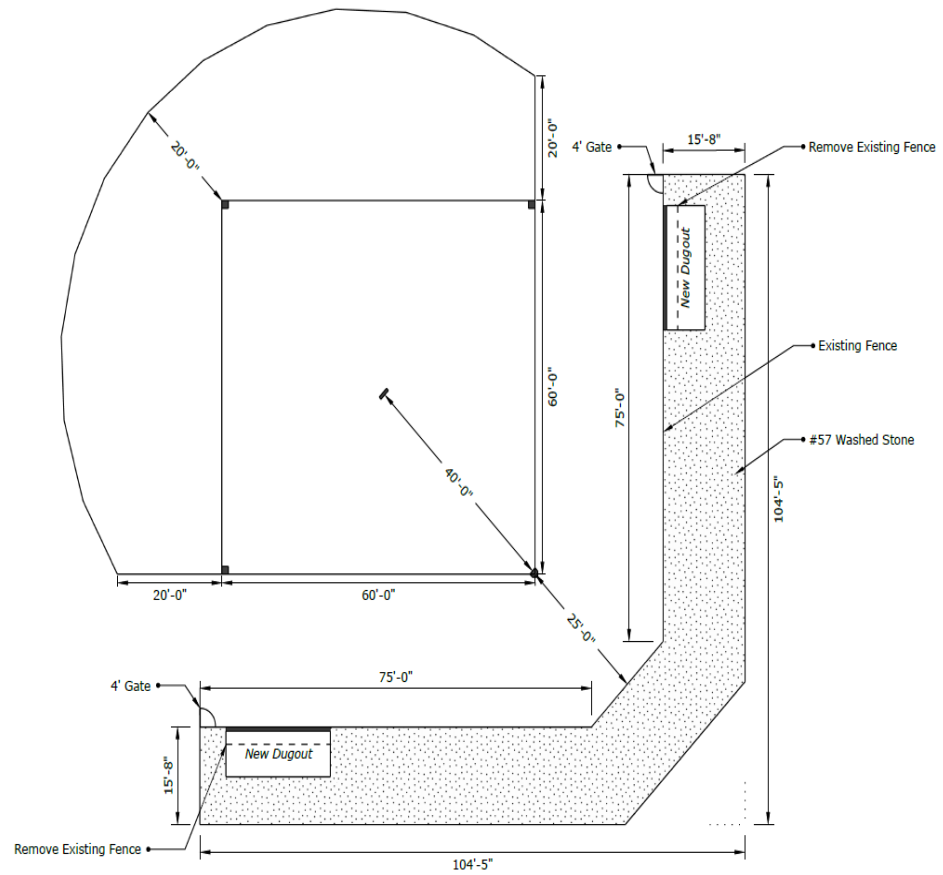
- Backstop + dugouts + outfield + gate: \$ _____
- Lead time to start: _____ days
Estimated duration: _____ days

Total for All Sites (if awarded together)

TOTAL BID: \$ _____

Authorized Signature: _____

Title: _____ **Date:** _____



Project Name: Recreation Park Softball Field Site Plan

Project Location: 285 Vance Street, Waynesville NC, 28786



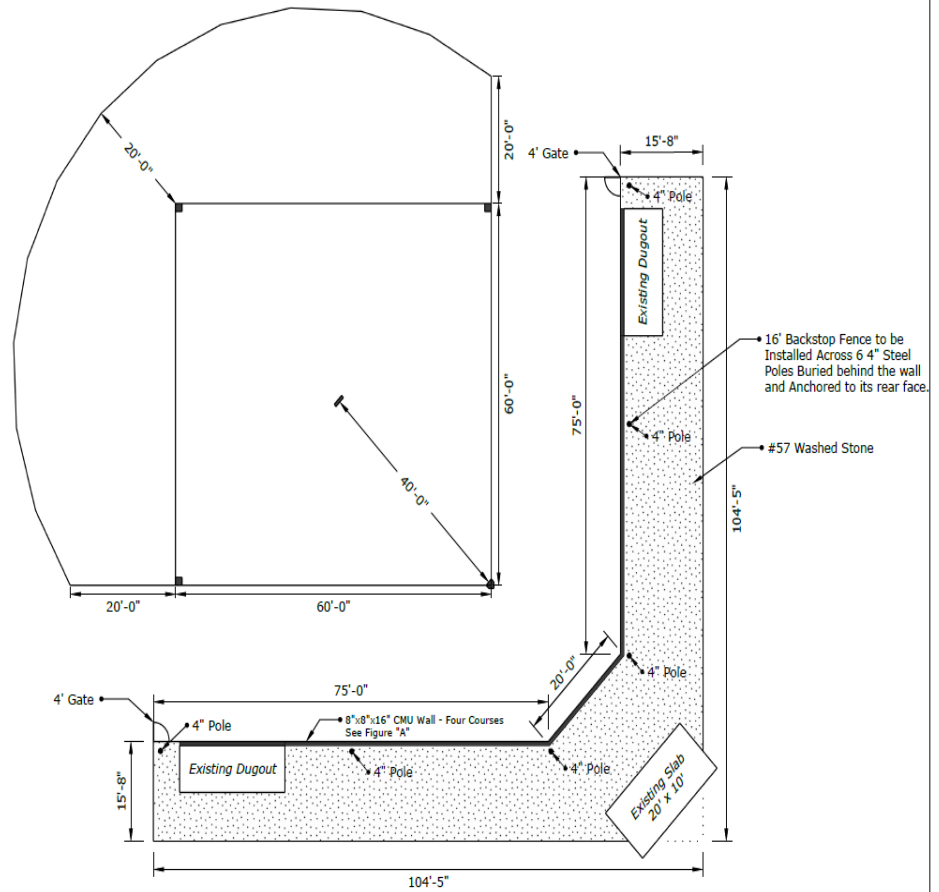


Figure "A"

8" CMU Wall
Concrete Filled

#4 Rebar 4' O.C.
Epoxied 6" Into Footing

2'-8"

Infield Level

6" Below Grade

2'-0"

8"

2x #4 Rebar
Contin.

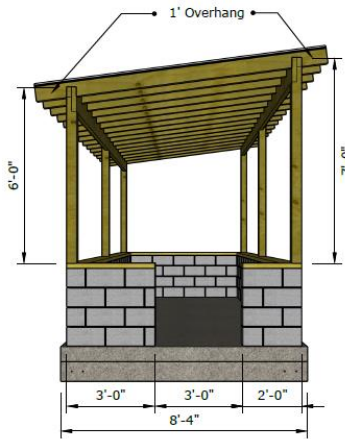
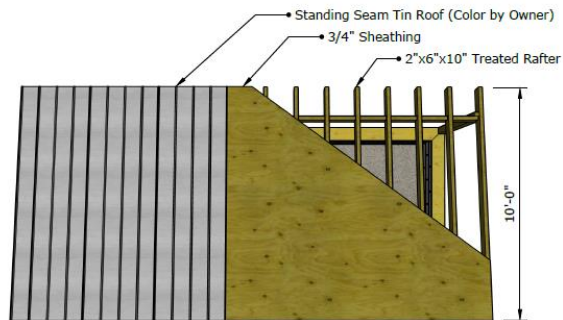
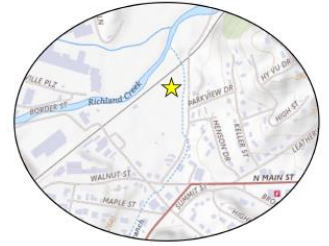
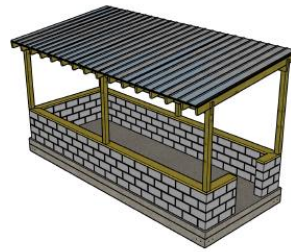
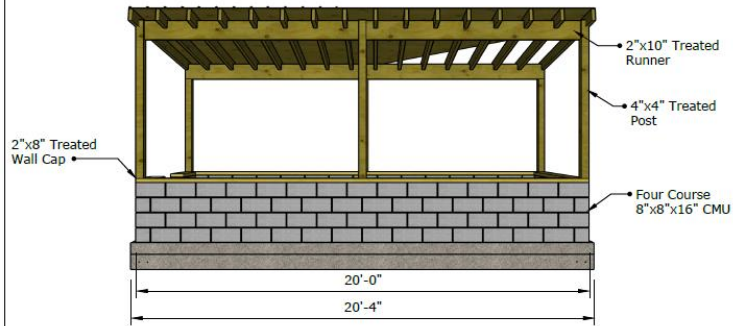
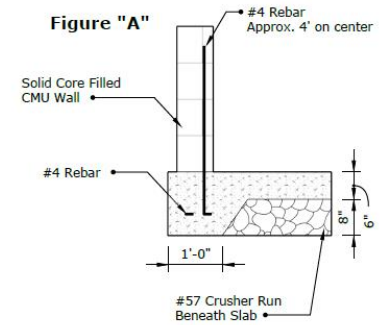
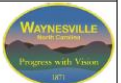


Figure "A"



Project Name: Recreation Park Dugouts

Project Location: 285 Vance Street, Waynesville NC, 28786



GENERAL INFORMATION FOR SUBMITTING PROPOSALS

1) *EXCEPTIONS*: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions, and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The offeror agrees explicitly to the conditions outlined in the above paragraph by signing the proposal.

- 2) *CERTIFICATION*: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as outlined in G.S. 143-59.1. False certification is a Class I felony.
- 3) *ORAL EXPLANATIONS*: The Town of Waynesville shall not be bound by oral explanations or instructions given at any time during the competitive process or after the award.
- 4) *COST OF PROPOSAL PREPARATION*: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Town of Waynesville will not reimburse any offeror for any costs incurred.
- 5) *TIME FOR ACCEPTANCE*: Each proposal shall state that it is a firm offer that may be accepted within a period of 45 days. Although the contract is expected to be awarded before that time, the 45 days are requested to allow for unforeseen delay.
- 6) *HISTORICALLY UNDERUTILIZED BUSINESSES*: The Town of Waynesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

The Contractor agrees to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state, and local laws and regulations issued pursuant to it relating to nondiscriminatory hiring and employment practices. Each Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin, or handicap.

- 7) *PROTEST PROCEDURES*: If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Office, 129 Legion Drive, or P.O. Box 100, Waynesville, NC 28786. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division (828) 456-3706.
- 8) *TABULATIONS*: Bidders may call the purchasing division to obtain a verbal status of contract award.

CONTRACT TERMS & CONDITIONS

- 1) *INDEPENDENT CONTRACTOR*: The Contractor shall be considered to be an independent contractor and, as such, shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Town of Waynesville.
- 2) *KEY PERSONNEL*: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Town Manager. The individuals designated as key personnel for the purposes of this contract are those specified in the Contractor's proposal.
- 3) *SUBCONTRACTING*: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Town Manager. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 4) *PERFORMANCE AND DEFAULT*: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Town of Waynesville shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this agreement, and the Town may withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town of Waynesville from such breach can be determined.
- 5) *TERMINATION*: The Town may terminate this agreement at any time by giving a 15-day notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town of Waynesville, as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 6) *CARE OF PROPERTY*: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the Town for loss or damage of such property.
- 7) *ASSIGNMENT*: No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon a written request approved by the issuing purchasing authority, the Town of Waynesville may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor or
 - b. Include any person or entity designated by the Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Town to anyone other than the Contractor, and the Contractor shall remain responsible for fulfilling all contract obligations.

- 8) *COMPLIANCE WITH LAWS*: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that apply to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 9) *AFFIRMATIVE ACTION*: The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 10) *INSURANCE*: During the term of the contract, the contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage, \$500,000.00 for uninsured/underinsured motorists, and \$100,000.00 for medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. The certificate will contain a provision that the insurance coverage cannot be canceled, reduced in amount, or eliminated without 30 days' written notice to the Town of Waynesville. Owner's Protective insurance must list the Town of Waynesville as a "Named Insured" as its interest may appear. The owner's approval of the Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

- 11) *ENTIRE AGREEMENT*. This contract and any documents explicitly incorporated by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statute of limitations.

12) *AMENDMENTS*: This contract may be amended only by written amendments duly executed by the Town and the Contractor.

13) *GENERAL INDEMNITY*: The contractor shall hold and save the Town of Waynesville, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses with the exception of consequential damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.

14) *MATERIALS*: The Town of Waynesville is not responsible for any materials, equipment, or tools lost or stolen from the site.

15) *CLEAN-UP*: The area of work shall be cleaned daily so that the Town shall not incur additional costs to make the area suitable for the work process. Also, the Contractor shall keep the public safe from construction debris by taking appropriate steps to close off access to the work area.

16) *PERFORMANCE OF WORK*: All work shall be performed at the highest level of quality. The owner shall be responsible for determining the quality of work and may notify the Contractor of the same. ANY WORK COMPLETED THAT IS NOT SUITABLE FOR THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing

ADDITIONAL INSTRUCTIONS FOR BIDDERS

- 1) *SCOPE*: Work shall consist of furnishing all labor, materials, equipment, and services incidental to the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, should be included automatically.
- 2) *QUALIFICATIONS*: All bidders must furnish a list of North Carolina Contractor Licenses that they hold.
- 3) *CONTRACTOR'S RESPONSIBILITY*: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state, and local laws, building rules, rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be paid to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.
- 4) *SAFETY REGULATIONS*: The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register) which is hereby incorporated in these specifications.
- 5) *CODES*: All work shall be done in accordance with the specifications and shall comply with the North Carolina Building Code, Underminers' Rules, and Regulations, and Federal, State, and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes, and regulations, the specifications shall hold. All equipment shall have U.L. labels attached.
- 6) *WORK SCHEDULE*: Construction can begin immediately.
- 7) *WORKERS ON JOB*: All employees of the Contractor shall act professionally and courteously.
- 8) *E-VERIFY*: Contractor shall comply with E-Verify, the federal E-Verify 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 and in accordance with N.C.G.S. 564-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall follow the requirements of E-Verify and N.C.G.S. 564-25 et seq.
- 9) *IRAN INVESTMENT ACT*: North Carolina Local Government Units may not enter into contracts with any entity or individual found on The State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies that it is not listed on the Final Divestment List created by the

State Treasurer.

- 10) *DRUG FREE WORKPLACE*: The Town of Waynesville has adopted a Drug-Free Workplace Policy requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement of the Project.
- 11) *MINORITY/WOMAN BUSINESS ENTERPRISE (MIWBE)*: It is the policy of the Town of Waynesville to ensure that all businesses, including MIWBE's, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers, based on race, color, religion, national origin, sex, age, or handicap.

**** THE IDENTIFICATION OF THE MINORITY BUSINESS PARTICIPATION FORM AND THE LISTING OF GOOD FAITH EFFORTS, AFFIDAVIT "A" MUST BE INCLUDED WITH EACH BID**

FOR THE BID TO BE RESPONSIVE **

- 12) *CONFLICT OF INTEREST*: No officer, employee, or agent of the Town and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection, the award, or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, is involved.

Such a conflict of interest would arise when any of the following persons or entities have a financial or other interest in the firm selected for the award:

- i) The employee, officer, agent,
- ii) Any member of his or her immediate family,
- iii) His or her partner, or
- iv) An organization that employs or is about to employ anyone listed in (1) and (2) above.

The grantee or subgrantee's officers, employees, or agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

- 13) *DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL CERTIFICATION*: As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not- Contract List. All individuals signing this contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORTS

Town of Waynesville

Affidavit of _____

(Name of Bidder)

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

I have made a good faith effort to comply under the following areas checked

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government-maintained lists, at least 10 days before the bid date, and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses or provided these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that assist in the recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Assisted in getting required bonding or insurance, or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on a lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** assisted in an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing as the bidder's suppliers in order to help minority businesses establish credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if the apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule, conditional upon the scope of the contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

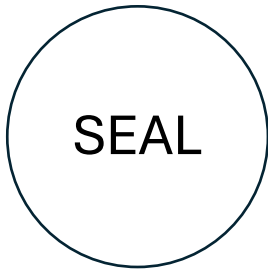
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of, County of _____

Subscribed and sworn to before me this _____ day of _____

_____, 2026

Notary Public _____

My Commission expires _____

AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Town of Waynesville

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the contract.

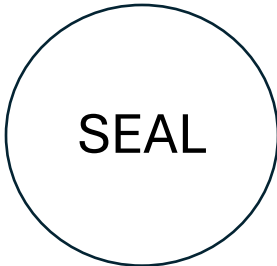
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current workforce; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____ Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____, 2026

Notary Public _____

My Commission expires _____

AFFIDAVIT C – PORTION OF THE WORK TO BE PERFORMED BY MINORITY FIRMS

Town of Waynesville _____

(NOTE: This form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidder's total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after the notification of being low bidder.

Affidavit of _____

(Name of Bidder)

I do hereby certify that on the _____

Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises.

Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required.

Name and Phone Number	Minority Category*	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.29(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

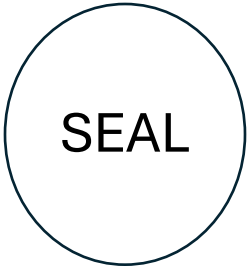
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____, 2026

Notary Public _____

My Commission expires _____

AFFIDAVIT D – GOOD FAITH EFFORTS

Project:

Town of Waynesville

If the goal of 10% participation by minority business **is not** achieved, the lowest responsible responsive Bidder shall provide the following documentation to the Owner of its good faith efforts:

Affidavit of: _____

I do certify the attached documentation as a true and accurate representation of my good faith efforts. (Attach additional sheets if required)

Name and Phone Number	Minority Category*	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible -sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

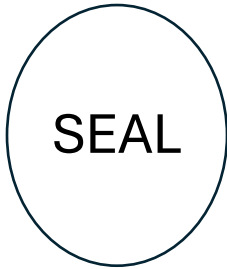
Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____, 2026

Notary Public _____

My Commission expires _____

