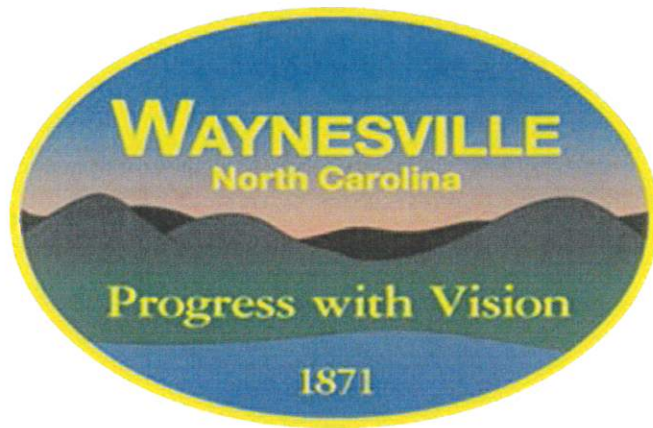




TOWN OF WAYNESVILLE

Request for Proposals

Town of Waynesville Public Works – Bank Stabilization
Location: Town of Waynesville – Public Works Facility
129 Legion Dr. Waynesville, NC 28786
LAT: 35.482
LONG: -82.988

Purpose

The Town of Waynesville is initiating a critical infrastructure project to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

Companies shall direct any questions and inquiries or to schedule a site visit to Eli Woody, Streets Supervisor by email ewoody1@waynesvillenc.gov or by phone at 828-456-3706 or Hutch Reece, Deputy Director Public Works (Operations), by email at hreece@waynesvillenc.gov or by phone at 828-456-3706.

Project Overview

The project will be constructed at the location 129 Legion Dr. Waynesville, NC 28786 (Latitude: 35.482 – Longitude: -82.988). Projects must meet Federal wage and hour guidelines as specified by FEMA.

Objectives

The Town of Waynesville, North Carolina, proposes to retain a highly qualified firm to provide services to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

Submittal Requirements

- **Firm Information:** Name and address of the construction company. If it is a firm, the names of officers, directors and owners.
- **Experience:** Demonstrated firm experience.
- **References:** List of client references for related projects with contact information, i.e., name, telephone number, and email address.
- **Litigation History:** Documentation of any history of litigation associated with project performance or professional liability and all matters settled out of court.
- **Certification:** A statement in which the applicant certifies that the information provided is correct under the penalties of perjury.
- **All proposals must be received in a sealed envelope clearly labeled RFP- Public Works Slope Stabilization by November 12, 2025, no later than 2:00 pm Eastern Standard Time at the contact address below:**

Town of Waynesville
Attn: Sebrina Love, Purchasing Supervisor
129 Legion Drive
Waynesville, NC 28786

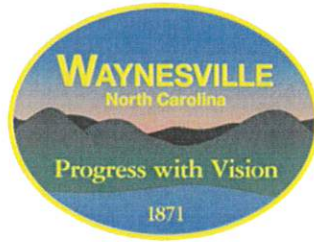
Evaluation Criteria

- **Experience:** Previous task related experience
- **Quality of Work:** Previous projects will be viewed and/or customers interviewed to determine the quality of and commitment to the work provided.
- **Capacity:** The ability of the applicant to undertake and complete the project in the time frame established. Time is of the essence. The company's ability to undertake and complete the job as quickly as possible will be an essential consideration.
- **Public Sector Knowledge:** Previous experience and knowledge of current North Carolina public construction laws.
- **Professional References:** Positive performance evaluations from prior clients.
- **Timeliness:** Ability to complete the project within the defined timeframe, from the date of "Notice to Proceed". This project has a thirty-day completion date once "Notice to Proceed" has been given.

Selection Process

Town of Waynesville staff will evaluate each submitted quotation to determine if the bidder has adhered to the plans and specifications and can meet the time constraints established by the Town. Upon selection, a recommendation will be made to the Town Manager and to the Town Council.

The Town of Waynesville reserves the right to reject all proposals received, as well as waive any irregularities as they see fit.



TOWN OF WAYNESVILLE PUBLIC WORKS – BANK STABILIZATION

LOCATION: Town of Waynesville – Public Works Facility 129 Legion Dr.
Waynesville, NC 28786
LAT: 35.482
LONG: -82.988

SCOPE OF WORK:

Town of Waynesville – Slope Stabilization Project at 129 Legion Drive

The Town of Waynesville is initiating a critical infrastructure project to address ongoing slope instability at the southern corner of its municipal property located at 129 Legion Drive. This portion of land, which lies adjacent to parcels identified by PIN #8615-35-1373 and PIN #8615- 35-1245, sustained substantial erosion damage during Hurricane Helene. The site now presents a risk to the structural integrity of the town's property as well as to adjacent private parcels, making immediate intervention necessary.

In order to mitigate further soil movement, preserve public and private assets, and restore the stability of the slope, the Town has elected to implement a permanent soil nail retaining wall system with a screeded shotcrete face. This engineered solution is designed to reinforce the existing slope and ensure long-term durability against future weather events.

The scope of work associated with this stabilization effort includes, but is not limited to, the following tasks:

Preliminary Testing and Design Confirmation

- Furnish and install up to two (2) pre-production soil nails to confirm subsurface conditions and validate design parameters.
- Conduct pull-out testing of the pre-production nails in accordance with the project geotechnical engineer's specifications.

Submit test results to the Engineer of Record for final design adjustments and approval prior to full-scale installation.

Construction of Soil Nail Wall System

- Excavate the existing slope as necessary to allow for a vertical face for the soil nail and shotcrete wall installation.
- Drill and install soil nails (T/30 hollow bar w/ 3.5" bit @ ~20' in depth) per the approved engineering design. Nails shall be corrosion-protected and grouted to specifications.
- Apply shotcrete facing over the exposed slope face, forming a continuous, reinforced structural skin.
- Screed and finish the shotcrete surface to meet aesthetic and functional requirements outlined in the construction documents.
- The retaining wall system will consist of two primary slope segments
- One segment measuring approximately 95 linear feet in length and 30 feet in height
- A second segment measuring approximately 60 linear feet in length and 40 feet in height
- The total wall surface area to be stabilized is approximately **5,250 square feet**.

Additional Responsibilities

- Implement all necessary temporary erosion control measures during construction.
- Maintain site safety and traffic control in accordance with local regulations.
- Restore disturbed areas upon completion, including seeding or landscaping as required.

Contractors submitting bids should demonstrate experience with similar soil nail wall systems and provide references for completed work. All work must comply with applicable federal, state, and local codes, and adhere strictly to the engineering specifications and quality assurance standards provided in the project bid package.

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 set forth 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 set forth 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 prior to that time, the 45-day period is 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 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 are applicable 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 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 limitation

- 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 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 area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

ADDITIONAL INSTRUCTIONS FOR BIDDERS

- 1) **SCOPE:** Work shall consist of furnishing all labor, materials, equipment, and services incidental for 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 which 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 in a professional and courteous manner.
- 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 as 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 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 on the basis of 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 or 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 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

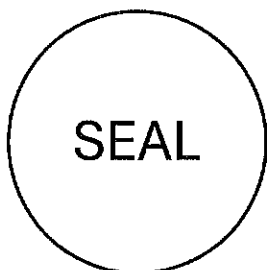
- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or Local Government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing 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 provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance 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 lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to 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 waving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing 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 apparent low bidder, will enter into formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of 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 _____, 2025

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.

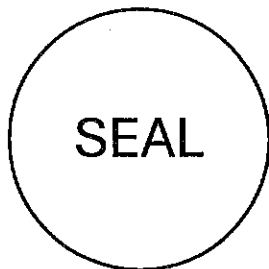
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

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 _____, 2025

Notary Public _____

My Commission expires _____