



## **Town of Waynesville**

### **Request For Proposals**

#### **To Install Roofing Membrane to Standing Seam Metal Roof**

Location: 550 Vance Street, Waynesville, NC 28786

Contact Information: Luke Kinsland, Recreation Director

Email: [kinsland@waynesvillenc.gov](mailto:kinsland@waynesvillenc.gov) 828-456-2030

Cell: 828-335-6482



The Town of Waynesville is seeking a licensed North Carolina contractor to provide all labor, materials, and services required for the installation of a roofing system to be installed over an existing membrane roof at the Recreation Center, located at 550 Vance Street, Waynesville, NC 28786. The roof is approximately 46,000 square feet in size, 26 years old, and located approximately 40 feet above ground level.

The scope of this work includes the installation of a roofing system as outlined below, ensuring a watertight and durable roof surface.

### **Project Overview:**

The Town of Waynesville intends to procure a contractor to install a roofing system that will:

- Maintain the structural integrity of the existing roof
- Ensure durability and weather resistance for a minimum of 20 years
- Provide an aesthetically pleasing finish, with color choices for metal trim
- Be capable of bearing a Solar array system weighted with ballasts.

The project must be completed in compliance with all applicable safety, building, and local code standards.

### **Scope of Work: Roof Overlay Installation**

The scope of this project includes the installation of a new roofing system over an existing 25-year-old membrane roof mounted on a base of metal decking (standing seam metal roof system). The new system must be designed and installed to meet the following performance and installation requirements:

#### **1. Wind Resistance**

- The installed roofing system shall be capable of withstanding wind speeds up to **120 mph**, in compliance with applicable building codes and wind uplift requirements.

#### **2. Membrane Specifications (should this system is quoted)**

- Membrane systems such as those provided by Carlisle, Johns Manville or equal. Bidders shall specify the type of material, method of attachment to existing surface, rigid insulation board, vapor barrier (if necessary) and trim details

### **3. DensDeck / Cover Board (Add Alternate):**

- Bidders shall provide an **add alternate price** for the installation of a high-density cover board (such as DensDeck or approved equal) in conjunction with **removal of the existing TPO membrane system** where applicable. Install a minimum of **½-inch rigid insulation board**.
- Pricing shall be provided on a **per square foot basis** and clearly identified as an add-on to the base bid.
- This add alternate is considered best practice for enhanced durability and performance but is not required to meet base warranty requirements.
- Contractor shall include details on installation method, substrate preparation, and compatibility with proposed roofing system.

### **4. Installation Requirements**

- Provide **complete flute fill** over the existing metal deck to create a smooth substrate.
- Install a minimum of **½-inch rigid insulation board**.
- Ensure all materials and installation methods comply with applicable fire, wind, and building code requirements.

### **5. Modifications & Coordination**

- **Skylights:** Cover and reinforce all existing skylights to meet code requirements for live roof loads.
- **Curtain Wall:** Modify or raise curtain wall as necessary to ensure proper drainage and material termination.

### **6. Metal Trim and Aesthetics**

- **Metal Trim:** Install metal trim around the roof perimeter and other areas, in a color to be chosen by the Town of Waynesville.

**7. Waste Removal:** Remove all construction debris, including waste generated from roof demolition, installation, and any other project-related activity.

- **Site Cleanup:** Perform a thorough cleanup of the site, leaving it free from any debris or project-related waste.

### **8. Deliverables**

- Completed roof installation, as specified, including all necessary flashing, trim, and supports.
- Project site cleared of all debris and waste.
- Final inspection and approval from the Town of Waynesville.

## **9. Timeline and Schedule**

The contractor will submit a detailed project schedule including start date, progress milestones, and expected completion date. The contractor is expected to commence work as soon as possible after contract award.

## **10. Contractor Qualifications**

- The contractor must be a licensed contractor in the state of North Carolina with experience in roofing installation, specifically with the installation of membrane roofing systems.
- The contractor must provide proof of valid insurance, workers' compensation, and bonding.
- The contractor should provide references from at least two previous projects of similar size and scope.
- The contractor should demonstrate the ability to meet deadlines and execute the project efficiently.
- Contractor is responsible for field verifying all existing conditions prior to installation.
- Work shall include all necessary accessories, flashings, and terminations to provide a complete watertight system.

## **11. Warranty**

- The installed roof membrane and all associated work shall be warranted for a period of **at least 20 years**.
- The warranty shall cover both material defects and installation workmanship, and any repairs needed within this period will be covered under this warranty.

## **Evaluation:**

- Town will weigh the bids according to: Price, 60%, Materials, 15%; Schedule, 15% and Warranty 10%.

Town of Waynesville intends to award the most responsive, responsible bidder that meets specifications set forth herein and most advantageous to the Town and therefore reserves the right to accept or reject any or all Proposal or Proposals and to award in the best interest of the Town. Contractor's ability to execute the contract as quickly as possible is an essential consideration to award the contract.

**\*\*PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY. PROPOSALS NOT COMPLIANT WITH THE REQUIREMENTS SET FORTH IN THIS DOCUMENT WILL BE REJECTED\*\***

**PROPOSAL PROCESS:** This is a formal proposal process, subject to the conditions made a part hereof. Proposals will be received at this office through and by **Thursday, July 2, 2026, 2:00pm**. At that time, all bids will be opened. Proposals may be submitted by mail or other delivery method.

**SUBMISSIONS and CONTRACT:** This solicitation, in its entirety, when signed by the Contractor constitutes firm offer and when accepted and signed by the Purchasing Agent constitutes the entire contract for this project. **Therefore, Proposals will be rejected unless signed and submitted on this form and attached to this Proposal solicitation in its entirety.** Contractors shall clearly identify base bid, and any add alternates as separate line items.

**EXECUTION:** In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are requested, at the prices set opposite each item within the time specified herein. By supplying this Proposal, I certify that this Proposal is submitted competitively and without collusion, 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, and that we are not an ineligible vendor as set forth in OS. 143-59.1. False certification is a Class I felony. **FAILURE TO SIGN PROPOSAL PRIOR TO SUBMISSION SHALL RENDER THE PROPOSAL INVALID.**

## Company Name

STREET ADDRESS:	P.O. BOX:	ZIP:
TOWN & STATE & ZIP:	TEL NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO SUPPLIERS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE: DATE:	E-MAIL:	

Offer to remain valid for 60 days from date of Proposal opening.

### **ACCEPTANCE OF PROPOSAL**

If any or all parts of this Proposal are accepted, Purchasing Supervisor shall affix their signature hereto and this document and the provisions of the Instructions to Suppliers, special terms and conditions specific to this Request for Proposals, the specifications, and the Town of Waynesville General Contract Terms and Conditions shall then constitute the entire, written contract agreement between the parties. A copy of this acceptance will be forwarded to the Supplier after award.

### **MAILING INSTRUCTIONS**

1. Supplier to submit a complete, fully executed Proposal document.
2. Please address and mark your Proposal as shown below.

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

### **PROPOSALS FOR INSTALLING ROOF ON RECREATION CENTER BUILDING**

3. If forwarded other than by mail, delivery must be made directly to:  
Town of Waynesville  
Attn: Sebrina Love: Purchasing Supervisor  
129 Legion Drive  
Waynesville, NC 28786  
Phone 828-456-3706

Proposals will be received: Through and by July 2, 2026, at 2:00pm.

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR PROPOSAL OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.**

## **SPECIAL TERMS AND CONDITIONS**

### **1. DETAILED SPECIFICATIONS:**

Proposals to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in Supplier's proposal as though they were specifically stated.

It is up to the sole discretion of the Town of Waynesville to allow or reject any alternatives or appeals to modify the specifications. Approved alternatives will be published to prospective Suppliers at least 5 days prior to Proposal opening.

Changes to specifications will be made by written addendum. Prospective Contractors may make appointments to discuss these specifications. This, however, does not relieve prospective Contractors from the requirement for a written request for clarification or change to the specifications. Contractor's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified Proposals shall be subject to rejection in whole or in part.

The Town of Waynesville reserves the right to postpone the Proposal opening for its own convenience.

### **2. NONCONFORMING TERMS AND CONDITIONS:**

A Proposal response that includes terms and conditions that do not conform to the terms and conditions in this Proposal document is subject to rejection as nonresponsive. The Town of Waynesville reserves the right to permit the Contractor/vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Town of Waynesville of non-responsiveness.

### **3. SUPPLIERS SUBMITTALS:**

Contractors must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the Supplier.

### **4. EXPENSES INCURRED IN PREPARING PROPOSAL:**

The Town of Waynesville accepts no responsibility for any expense incurred by the Contractor in the preparation and presentation of a Proposal. Such expenses shall be borne exclusively by the Contractor.

### **5. CONTRACT/AWARD:**

Pursuant to the laws governing public contracts in North Carolina, the successful Contractor/vendor's response to this Request for Proposals and Proposals and any

addenda thereto, plus the Town's issuance of a Town of Waynesville Purchase Order for the proposed goods and/or services shall constitute a binding contract.

**6. CONTRACT TERM/OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:**

The Town reserves the option to purchase additional roofing services as specified herein at the price awarded in this Request for Proposal for up to 12 months after issuance of a Town of Waynesville Purchase Order. This Proposal may also be utilized by other entities per NC GS 143-129(g) to piggyback at the sole discretion of the vendor.

**7. INDEMNIFICATION:**

The Contractor/vendor covenants to save, defend, keep harmless, and indemnify the Town of Waynesville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the Contractor's /vendor's negligent performance or nonperformance of the terms of the contract.

**8. ASSIGNMENT:**

During the performance of the contract, the Contractor/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Town of Waynesville.

**9. WARRANTY:**

Supplier to include the warranty provisions as outlined in Proposal specifications.

**10. TAX EXEMPTIONS:**

The Town of Waynesville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in Proposal prices but may be added as separate items.

**11. SUBMITTALS:**

Contractor to submit one (1) original Proposal package.

**12. CONSTRUCTION SCHEDULE:**

Contractor shall specify the date and construction schedule as part of the proposal. Time is of the essence in providing this service and weight will be given to contractors that can commence the work as soon as possible. Contractor shall detail the number and proposed location of any desired staging area(s). These will be subject to Town approval prior to award of the contract.

**13.EVALUATION AND SELECTION OF PROPOSALS:**

The evaluation of Proposals shall center on the meeting or exceeding the stated specifications, construction schedule and consideration of past performance, quality of proposed products and record for supporting warranty services. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) include selection standards for use in making of awards. The Town of Waynesville reserves the right to accept or reject any or all Proposals and proposals and further specifically

reserves the right to make the award or awards in the best interest of the Town of Waynesville.

**14.DURATION:**

All Proposals shall be made firm for no less than sixty (60) days.

**15. NON-APPROPRIATIONS:**

Notwithstanding any other provisions of this Agreement, if the Town does not receive said funding for this Agreement from the Town Council for any fiscal year applicable to this Agreement, then the Town shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

**16. INSURANCE**

Supplier shall obtain and maintain during the life of the Contract, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance. This applies to the assembly and distribution portion of the purchase.

Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

Commercial General Liability

Bodily injury and property damage liability as shall protect the Town of Waynesville and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the Town of Waynesville, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence with \$3,000,000 aggregate and \$1,000,000 property damage each occurrence with \$3,000,000 aggregate. Supplier must also carry a \$5,000,000 excess liability policy. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

Worker's Compensation and Employers Liability

Supplier shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

## 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 its 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.

5) *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 actual y 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, with 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 damage 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 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 this 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. S64-25 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 arises when any of the following people 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: \_\_\_\_\_

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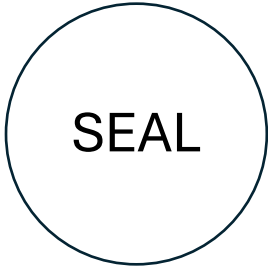
State of \_\_\_\_\_, County of \_\_\_\_\_

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 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

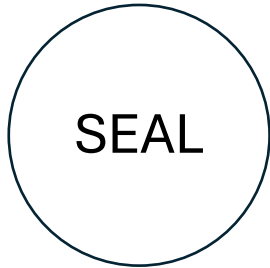
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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 \_\_\_\_\_, 2026

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_