

# TOWN OF ROSMAN, NORTH CAROLINA

## INVITATION FOR BIDS FOR CONSTRUCTION OF CHAMPION PARK IMPROVEMENT PROJECT

Pursuant to North Carolina General Statute (NCGS) §143-129, Land of Sky Regional Council (LOS) and the Town of Rosman (Town) invite you to submit a sealed bid for construction of Champion Park Improvement Project.

All questions concerning this solicitation shall be submitted by email by **5:00 p.m. on Wednesday, January 28, 2026**, to:

**Jane Margaret Bell, Project Manager**  
[janemargaret@landofsky.org](mailto:janemargaret@landofsky.org)

Any changes or additions to this invitation will be posted as Addenda on Land of Sky Regional Council's webpage ([Request for Proposals](#)) by **5:00 p.m. on Friday, January 30, 2026**.

To be eligible for consideration, sealed bids must be submitted by mail, to:

**Angela Woodson, PO Box 636, Rosman, NC 28772**

or be hand delivered to the office of the Town Clerk:

**Rosman Town Hall, 6 Main St, Rosman, NC 28772**

Bids must be received no later than **2:00 p.m. on Monday, February 9, 2026**. Electronic submittals will not be accepted.

### BID SCHEDULE & PROJECT TIMELINE:

|   |  |
|---|--|
| Invitation for Bids issue date                | Monday, January 19, 2026                   |
| Optional, virtual pre-bid conference          | 10:00 AM on Monday, January 26, 2026       |
| Deadline to submit questions                  | 5:00 PM on Wednesday, January 28, 2026     |
| Answers to questions posted to LOS's website  | 5:00 PM on Friday, January 30, 2026        |
| <b>Deadline for bid submission</b>            | <b>2:00 PM on Monday, February 9, 2026</b> |
| Formal bid opening                            | 2:30 PM on Monday, February 9, 2026        |
| Anticipated contract award                    | Friday, February 13, 2026                  |
| Desired date to begin mobilization, site prep | March 2, 2026                              |
| Mandatory Project Completion                  | May 31, 2026                               |

An optional pre-bid conference will be held virtually via Microsoft Teams at **10:00 AM on Monday, January 26, 2026**. This meeting will be facilitated jointly by the Project Manager, Jane Margaret Bell, and the Design Team (Equinox Environmental). Please email Jonathan Warner at [jonathan@equinoxenvironmental.com](mailto:jonathan@equinoxenvironmental.com) to receive an invite to the pre-bid conference. Contractors are encouraged to visit the Project site during the park open hours.

By the award date, the Town expects to have obtained all necessary permits and will furnish these to the successful Bidder.

The Town will consider eligible bids based on the [STANDARD OF AWARD](#) criteria following review of eligible submittals. ***Award of the contract will be made to the lowest, responsible Bidder, who, in the opinion of the Owner, is qualified to perform the required work at the lowest cost.*** The Town reserves the option of awarding contracts on any, all, or none of the portions of the Project for which firms are selected under this invitation.

#### **DEFINED TERMS:**

Certain terms used in this document have meanings denoted below, which are applicable in both singular and plural forms.

Addenda – additional Project information that includes written responses to Bidders' questions or requests for interpretation that will be published on Land of Sky's website ([Request for Proposals](#)) by the established deadline;

Bid Documents – comprising 1) Invitation for Bids (this document); 2) Addenda to Invitation for Bids, as needed; 3) construction plan set for Champion Park; 4) Permits; 5) Bid Form for Champion Park; 6) construction contract and general conditions documents outlining Owner's terms and conditions;

Bid Form – itemized list of Project elements to be unit or bulk priced by the Bidder so that extended pricing equals number of units multiplied by unit or bulk price;

Bidder – one who submits a bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder;

Contractor – the successful Bidder, properly licensed, to whom a construction contract is awarded;

Design Team – refers collectively to Equinox Environmental, which is the prime design firm for the entire Project;

Owner – the Town of Rosman, North Carolina, also identified herein as Town;

Project Manager – Jane Margaret Bell, Land of Sky Regional Council (LOS)

Permits and Site Conditions – includes

- Section 401 Certification (NCDEQ);
- Section 404 Certification (USACE);
- Trout Buffer (NCDEQ)
- Driveway Access Permit (NCDOT);
- Erosion and Sediment Control (NCDEQ);
- Stormwater Management Permit (Town of Rosman);
- Floodplain Permit (Town of Rosman);

#### **DESCRIPTION OF WORK:**

Please note that the Project components will be built in coordination with each other, and the Owner's intent is to hire one Contractor with responsibility for construction of all major components. Each bidder must show evidence they are licensed under Chapter 87 of the N.C. General Statutes. A General Contractors License is required.

The Project is located at 38 Main Street, Rosman, NC 28772.

The Champion Park Improvement Project generally includes:

A playground with associated play equipment, trails and pathways, fencing, landscaping, erosion control, drainage improvements, and resurfacing a section of the parking area.

#### **FEDERAL FUNDING REQUIREMENTS:**

##### **1. Federal Funding Disclosure**

This Project is funded in part with **federal financial assistance**, including:

- **American Rescue Plan Act (ARPA), State and Local Fiscal Recovery Funds (SLFRF)** administered by the North Carolina Department of Commerce through the **Rural Transformation Grant Fund (RTGF)**; and
- **Federal Highway Administration (FHWA) Recreational Trails Program (RTP)** funds administered by the North Carolina Department of Natural and Cultural Resources and the North Carolina Department of Transportation.

Accordingly, this solicitation and any resulting contract are subject to **2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)** and all applicable federal laws and regulations.

In the event of a conflict between federal requirements and state or local requirements, **federal requirements shall govern**.

##### **2. Federal Contract Clauses (2 CFR Part 200, Appendix II)**

The successful Bidder (Contractor) shall comply with all applicable federal contract provisions, including but not limited to those contained in **2 CFR Part 200, Appendix II**, which are hereby incorporated by reference and made a part of the Contract.

These provisions include:

- **Termination for Cause and for Convenience**
- **Equal Employment Opportunity**
- **Copeland "Anti-Kickback" Act**
- **Contract Work Hours and Safety Standards Act**
- **Clean Air Act and Federal Water Pollution Control Act**
- **Byrd Anti-Lobbying Amendment**
- **Access to Records**
- **Procurement of Recovered Materials**
- **Debarment and Suspension**

##### **3. Termination for Convenience (Federal Requirement)**

The Owner reserves the right to **terminate the Contract, in whole or in part, for convenience** as required by 2 CFR Part 200. In such event, the Contractor shall be compensated for allowable costs incurred up to the effective date of termination in accordance with federal cost principles.

##### **4. Debarment and Suspension Certification**

By submission of a bid, the Bidder certifies that neither it nor its principals are **presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded** from participation in federally assisted transactions.

Award of the Contract is contingent upon verification of the Contractor's eligibility in **SAM.gov** in accordance with **2 CFR §200.214**.

##### **5. Davis-Bacon Act (FHWA RTP Requirement)**

This Project is subject to the **Davis-Bacon and Related Acts (40 U.S.C. §3141 et seq.)**.

The Contractor and all subcontractors shall pay laborers and mechanics employed on the site of the work wages at rates not less than those contained in the **applicable U.S. Department of Labor wage determination** included in the Contract Documents.

The Contractor shall:

- Submit **certified payrolls** in compliance with federal requirements;
- Allow interviews and inspections by authorized representatives;
- Comply with all labor standards enforcement provisions.

## **6. FHWA Required Contract Provisions (Form FHWA-1273)**

The contract shall include **FHWA Form 1273 – Required Contract Provisions, Federal-Aid Construction Contracts**, which is incorporated by reference and made a part of the Contract.

Compliance with FHWA-1273 is mandatory for all Contractors and subcontractors.

## **7. Buy America / Build America Requirements**

The Contractor shall comply with all applicable **Buy America / Build America** requirements for federally funded transportation projects, including requirements applicable to iron, steel, manufactured products, and construction materials, unless a formal waiver is granted by the federal agency.

“Buy America” provisions apply to steel and iron used in a “Federal-aid highway construction project.” If a trail project used steel for bridges or trail signs and the cost for those items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.

## **8. Civil Rights and Nondiscrimination**

In addition to ADA requirements, the Contractor shall comply with:

- **Title VI of the Civil Rights Act of 1964**
- **Executive Order 11246**
- **Section 504 of the Rehabilitation Act**
- **Age Discrimination Act of 1975**

The Contractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability.

## **9. Access to Records**

The Contractor shall permit the Owner, NC Dept. of Commerce, NCDNCR, NCDOT, FHWA, U.S. Treasury, U.S. DOT, and the Comptroller General of the United States to inspect and audit all records related to the Project for a minimum of five (5) years after final payment.

## **10. Cost or Price Analysis**

The Owner shall perform and document a **cost or price analysis** in connection with this procurement in accordance with **2 CFR §200.324**.

## **11. Applicability to Subcontracts**

All federal requirements contained in this Addendum shall be **flowed down to all subcontractors** at every tier.

**BID DOCUMENTS:**

**All Bid Documents are posted under [Request for Proposals](#) on LOS's website.**

This is the official source of the solicitation, and any updates to the solicitation shall come in the form of published addenda at the same web page. Neither the Owner nor the Design Team will be responsible for full or partial plan sets, including addenda, obtained from any other source.

1. INVITATION FOR BIDS
2. ADDENDA TO INVITATION FOR BIDS *available by 5:00 pm on Friday, January 30, 2026*
3. CONSTRUCTION PLANS for Champion Park
4. DETAILED TECHNICAL SPECIFICATIONS for Champion Park
5. PERMITS & SITE CONDITIONS
  - a. Section 401 Certification (NCDEQ)
  - b. Section 404 Certification (USACE) *Pending USFW Biological Opinion*
  - c. Conditional Letter of Map Revision, or CLOMR (FEMA) *Pending USFW Biological Opinion*
  - d. Driveway Access Permit (NCDOT)
  - e. Erosion and Sediment Control (NCDEQ)
  - f. Stormwater Management Permit (Town of Rosman)
  - g. Environmental Right of Entry Agreement (Norfolk Southern Railway Company)
  - h. Floodplain Permit (Town of Rosman) *Pending CLOMR approval*
6. BID FORM
7. CONTRACT AND RELATED DOCUMENTS

**ADDENDAS AND INTERPRETATIONS:**

No interpretations of the meaning of the plans, specifications or other portions of the bid documents will be made orally.

Every request for such interpretation must be addressed via email to the Project Manager. To receive a response, such requests must be received by the deadline listed in the [BID SCHEDULE AND PROJECT TIMELINE](#). Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, will be published for all potential bidders to review on LOS's website no later than the deadline listed in the [BID SCHEDULE AND PROJECT TIMELINE](#). Failure of any Bidder to receive such Addenda shall not relieve Bidder from any obligation under their bid as submitted. All Addenda so issued shall become part of the Bid Documents.

**RECEIPT AND OPENING OF BIDS:**

Bidders mailing bid packages should allow ample delivery time to ensure timely receipt of their proposal. The responsibility for getting the bid to the Owner at or before the specified time and date is solely the responsibility of the Bidder. The Owner will in no way be responsible for delays caused by any occurrence. Bids submitted by mail must be double enveloped so that the outer envelope is solely for USPS purposes. The Bidder must clearly state on the inner sealed envelope for mailed bids, or on the sealed envelope for hand-delivered bids, 1) the name of the Bidder, 2) Champion Park Improvement Project Bid, and 3) instructions to only open the bid during the formal bid opening.

To be eligible for consideration, sealed bids must be submitted by mail, to:

**Angela Woodson, PO Box 636, Rosman, NC 28772**

or be hand delivered to the office of the Town Clerk:

**Rosman Town Hall, 6 Main St, Rosman, NC 28772**

All formal bids will be opened publicly as required under North Carolina General Statutes §143-129(b) on the date listed under [BID SCHEDULE & PROJECT TIMELINE](#) section of this document. The Project Manager will oversee the Bid opening which will take place at Rosman Town Hall at **2:30 pm on Monday, February 9, 2026.**

#### **COMPARISON OF BIDS**

The lowest bid will be the lowest total contract bid price reflected on Bid Form.

- If any discrepancies exist between unit and extended prices, the unit price will take precedence, and the Owner will adjust the extended price accordingly.
- If any section of a submitted Bid Form contains a math error so that the sum does not equal extended prices for that section, the Owner will 1) adjust the true sum to reflect extended prices in the section, and 2) will also adjust the total bid to reflect all extended prices.
- Bids will be compared based on the totals of the quantities comprising all items, at the unit and lump sum prices bid for these items. These constitute the resulting total contract bid price.
- The quantities shown in the Bid Form are approximate and are given as a basis for the comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. Any quantity increase or decrease will be evidenced by a formal change order; however, any increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

The Owner reserves the right to reject any bid in which the prices appear, in the Owner's judgment, to constitute an unbalanced bid. An unbalanced bid shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that item when considered in connection with the bid submitted, or any other item or items.

Further, the Owner reserves the right to select a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner in accordance with NCGS §143-129.

Finally, the Owner reserves the option of awarding a contract on any, all, or none of the portions of the Project.

#### **STANDARD OF AWARD:**

The contract will be awarded to the Bidder who offers the lowest overall cost and is determined by the Owner to be qualified to perform the work. Qualification is measured by resource sufficiency, industry reputation as responsible and reliable, and demonstrated experience and capability to complete the project on time and within budget.

Bids are solicited in good faith, and the award will be made as soon as practicable, provided satisfactory bids are received.

Because the Owner intends to award the contract to the qualified Bidder who is competent to perform and complete the work described herein in a satisfactory manner, the successful Bidder may be required to submit certain documents to the Owner within five (5) business days following the Project Manager's

notification that the Contractor is the apparent winning Bidder. Required documentation shall include, but not be limited to, the following:

- Evidence of Bidder's safety record to include 1) OSHA 200 Logs for the Bidder's firm for the 5 years prior to the bid opening date, and 2) the most recent Worker's Compensation experience modification rate (or if the Bidder is self-insured, a complete listing shall be submitted of lost time on-the-job accidents for the past 5 years);
- All such information and data for this purpose as the Owner may reasonably request so that the Owner may make such other investigation as it deems necessary to determine the qualifications of the Bidder to perform the work. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder (1) fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein in a reasonable manner and time; or (2) fails to satisfy the Owner that such Bidder has maintained a satisfactory safety record over the past 5 years;
- Records of Bidder's financial resources, equipment, and organization to demonstrate sufficiency to complete the Project. Financial information, if requested, shall be certified by a Certified Public Accountant, and will be submitted on the Associated General Contractors of America (AGC) Form "Standard Questionnaires and Financial Statement for Bidders" available from AGC, 1975 "E", NW, Washington, DC 20006; "Questionnaire" form Section 00430.

**MINIMUM NUMBER OF BIDS FOR PUBLIC CONTRACTS:**

No contract, to which NCGS §143-129 applies for construction or repairs, shall be awarded by the Owner, unless at least three competitive bids have been received from reputable and qualified Contractors regularly engaged in their respective lines of endeavor.

Provided that, if after advertisement for bids as required by NCGS §143-129, less than three competitive Bidders have been identified at the mandatory pre-bid conference, the Owner shall again advertise for bids; and if as a result of such second advertisement, less than three competitive bids from reputable and qualified Contractors are received, the Owner may then let the contract to the lowest responsible Bidder submitting a bid for the Project, even though fewer than three bids is received.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT:**

If an accepted Bidder fails to or refuses to sign and deliver the contract and insurance documentation within ten (10) business days after he has received notice of award of his bid, the Owner reserves whatever rights and remedies it may have against such defaulting Bidder. See Bid Security under [INSTRUCTIONS TO BIDDERS](#).

Execution of the contract shall include submission of the following, both defined under [INSTRUCTIONS TO BIDDERS](#):

- Complete original Certificate of Insurance with proof of coverage as required and of the form required;
- Owner's receipt of Performance and Payment Bonds on the Owner's approved forms (Contract and Related Documents).

**COMMENCEMENT OF WORK:**

Upon execution and delivery of the contract, performance and payment bonds, and insurance certificates, the Project Manager will notify the Contractor to proceed with the work of the Contract. Work shall

commence within ten (10) business days following such notification or as otherwise specified in the notice to proceed.

The Contractor shall notify the Project Manager in writing of his intention to enter upon the site of the work at least five (5) business days in advance of such entrance.

## **INSTRUCTIONS TO BIDDERS**

### **RESPONSIBILITIES OF BIDDERS:**

- Each Bidder shall, by careful examination, satisfy him or herself as to the nature and location of the site; the conformation of the ground; the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work or the cost thereof under the contract.
- As part of this examination each Bidder must understand these obligations and impacts:
  - The Owner's expectations for the Project as detailed in the construction plans.
  - As part of the bid price, the Contractor is expected to comply with any permit requirements identified in the Bid Documents.
- The Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the Owner in conjunction with the Project construction. The Contractor shall consider in his bid all the permanent and temporary utility facilities in their present or relocation positions, whether or not specifically shown on the construction plans. It will be the Contractor's responsibility to anticipate any additional costs resulting from such utility work and to reflect these costs in the bid submittal.
- Failure or omission of any Bidder to thoroughly examine and familiarize himself with any of the Owner's conditions set forth in this invitation or examine any Bid Documents or visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to his bid once submitted.
- Attention of Bidders is particularly called to:
  - Ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.
  - Comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

### **PREPARATION OF BIDS:**

- The Bidder shall use the Bid Form furnished by the Owner for both Project components. If the BID FORM is altered in any way, the Bidder must clearly identify any changes.
- The Bidder shall submit a unit or lump sum price for every item in the Bid Form.

- The Bidder shall provide a detailed timeline and workplan for successful completion of the project.
- The Bidder shall state on the Bid Form the date of pricing expiration. The owner requires that bids be valid for a minimum period of 60 days following the final date for bid submission per the [\*\*BID SCHEDULE & PROJECT TIMELINE\*\*](#).
- The Bidder shall provide three (3) professional references, including contact person and phone number.
- The Bidder and/or the Bidder's sub-contractors shall demonstrate relevant experience by listing seven (7) most recent projects with the identification of the following trades provided:
  - Earthwork, utilities, demolition
  - Asphalt paving, stone base
  - Turnkey earthwork/asphalt
  - Site fill removal
  - Finish carpentry
  - Landscaping
  - Stormwater and erosion controls, drainage
  - Paved and natural pedestrian pathways, trails, and greenways
  - Concrete operations (pumping and finish work)
  - Concrete sidewalks
  - Site furnishings & fencing
  - Playgrounds

These projects should also be accompanied by contact information (name, address, phone number, email address) of each project owner's primary point of contact.

- The bid shall be properly executed on the final page of the Bid Form. In order to constitute proper execution; the bid shall be executed in strict compliance with the following. All attachments, certifications, or acknowledgments attached to the bid shall be executed in the same manner as the bid.
  - If a bid is by a **sole proprietor**, it shall show the name and address of the individual and shall be signed by the individual.
  - If the bid is by a **corporation**, the president or vice-president of the corporation shall execute it in the name of the corporation. The secretary or assistant secretary shall attest the signature(s). The seal of the corporation shall be affixed. The bid shall show the address of the principal office of the corporation.
  - If the bid is made by a **partnership**, one of the general partners shall execute it in the name of the partnership and show the principal address of the partnership.
  - If the bid is a **joint venture**, it shall be executed by each of the joint ventures in the appropriate manner set out above. The principal address for the joint venture shall be shown.

#### **BID SECURITY:**

All Bidders are required to submit cash, a cashier's check, or certified check in an amount equal to five percent (5%) of the bid proposal. In lieu of money, the Bidder may submit a bid bond executed by a corporate surety licensed in North Carolina to execute such bonds, using Owner's approved forms, provided during contracting. This deposit shall be retained if the lowest responsible Bidder fails to execute the contract within

ten (10) business days of the award or fails to give satisfactory Performance and Payment bonds as required in NCGS §143-129.

#### **PERFORMANCE AND PAYMENT BONDS:**

The Contractor shall furnish Performance and Payment bonds, each equal to 100% of the contract amount. The duration of the bonds shall remain in effect at least until one year after the date when final payment becomes due to Contractor. The bonds shall meet the requirements of NCGS §143-129 and NCGS §44A-26. When the successful Bidder delivers an executed contract to the Owner, it must be accompanied by the required Payment and Performance Bonds with the following requirements:

1. The form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment and shall be on the Owner's approved forms, provided during contracting;
2. Bonds shall be executed by a responsible surety licensed to do business in the State of North Carolina;
3. The Performance and Payment Bonds shall each be in an amount equal to the Contract Sum and all Subsequent increases;
4. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney indicating the monetary limit of such power;
5. Every Bond must display the surety's bond number. The surety shall be required to consent to and waive notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner to the Contractor or to the other, shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.

#### **PERFORMANCE INCENTIVES AND LIQUIDATED DAMAGES:**

The entire Project must be completed by the Mandatory Completion Date listed under [BID SCHEDULE & PROJECT TIMELINE](#).

In the event that the Contractor fails to complete the work within the time limit, liquidated damages shall be paid to the Owner, or withheld from retainage, at the rate of \$200.00 per day until completion as well as actual damages. Sundays and legal holidays shall be excluded in determining days in default.

#### **INSURANCE REQUIREMENTS:**

The Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following applicable coverages and limits. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the contract.

- Commercial General Liability – Combined single limit of no less than \$2,000,000 for each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.
- Automobile Liability – Annual limits of at least \$1,000,000 per occurrence. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or

separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Town of Rosman site.

- Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse the Town of Rosman as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

The Contractor shall maintain employer's liability insurance with a limit of at least \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

- Worker's Compensation & Employers Liability – The Contractor shall take out and maintain during the life of this agreement workers' compensation insurance (or evidence of self-insurance or pool coverage), for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require subcontractors in the same manner to provide workers' compensation insurance for all of the latter's employees in accordance with statutory limits as required by each state having jurisdiction over the Contractor.
- Fire Damage Insurance – The Contractor shall maintain fire damage insurance, with a limit of at least \$5,000, and medical insurance, with a limit of at least \$300,000.
- Additional Insured – The Contractor agrees to endorse the Town as an Additional Insured on the Commercial General Liability. The Additional Insured shall read Town of Rosman as its interest may appear.
- Certificate of Insurance – Contractor agrees to provide Town of Rosman a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Rosman  
Attn: Angela Woodson, Town Clerk  
6 Main Street  
Rosman, NC 28772

All primary insurance carriers must be authorized to do business in North Carolina.

**SUMMARY CHECKLIST FOR COMPREHENSIVE BID:**

- Bid Form executed with proper signature(s)
- Detailed timeline and workplan
- Three professional references
- Seven recent, relevant projects