

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Carolina Siteworks, Inc.

as

principal, and Merchants National Bonding, Inc.

, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Town of Landis

as obligee,

in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 13th day of August, 2025

WHEREAS, the said principal is herewith submitting proposal for

Landis Resurfacing

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Carolina Siteworks, Inc. (SEAL)

By: John D. Gull (SEAL)

(SEAL)

Merchants National Bonding, Inc. (SEAL)

By: Michelle S Isola (SEAL)

Michelle S Isola, Attorney-in-Fact

Surety Phone No. 515-243-8171

FORM OF BID BOND



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Michelle S Isola**

Surety Bond #: Bid Bond
Principal: Carolina Siteworks, Inc.
Obligee: Town of Landis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2025.



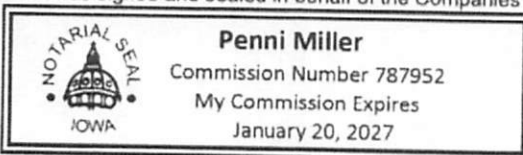
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of August, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of August, 2025.



Secretary

LANDIS PAVING/RESURFACING PROJECT

REQUEST FOR PROPOSALS (RFP)

Town of Landis, North Carolina

Issued: July 29, 2025

Response Due: September 2, 2025, before 2 pm

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SECTION 1: PROJECT OVERVIEW

Summary

The Town of Landis, hereafter referred to as the “Town”, is accepting Proposals from contractor/construction vendors or a team of vendors for an upcoming project in the Town of Landis. Qualified vendor(s) will be able to provide the following services/needs for this project.

- Mill 1.5” and Fill 2” of Tranquil Lake Drive from Mt. Moriah Church Road until the End of Town Maintenance.
- Mill 1.5” and Fill 1.5” on Lake Drive from Mt. Moriah Church Road to Lawing Drive
- Mill 1.5” and Fill 1.5” on Lawing Drive from Mt. Moriah Church Road to Lake Drive
- Mill 1.5” and Fill 1.5” on S Meriah Street from W Ryder Avenue to W Rice Street
- Mill 1.5” and Fill 1.5” on S Vance Street from W Ridge Avenue to W Mills Street
- Mill 1.5” and Fill 1.5” on N Meriah Street from W Ryder Avenue to 150’ North of W Blume Street
- Mill 1.5” and Fill 1.5” on S Zion Street from W Ryder Avenue to W Rice Street
- Mill 2” and Fill 2” on S Central Avenue from E Ryder Avenue to E Mills Street
- Patching/AST Overlay on E Mills Drive from E Ryder Avenue to E Rice Street
- Patching/AST Overlay on E Ridge Avenue from S Beaver Street to S Upright Street
- Patching/AST Overlay on Coldwater Street Extension from W Ryder Avenue to US 29
- Patching/AST Overlay on Turner Street from E Mills Street to Dial Street
- Patching/AST Overlay on Dial Street from S Beaver Street to US 29
- Patching/AST Overlay on Ney Street from S Upright Street to US 29
- Patching/AST Overlay on S Upright Street from E Ryder Avenue to Dial Street
- Patching/AST Overlay on E Taylor Street from S Central Avenue to the Dead End
- Patching/AST Overlay on Town Street from N Beaver Street to E Taylor Street

Section 2: Proposal

Vendors are required to submit a sealed proposal that presents the vendor's qualifications and understanding of the work to be performed. Before submitting a sealed proposal in response to this request, a walkthrough of the existing pool site is optional. A walkthrough tour will be held on August 29, 2025, at 2 pm, starting at Town Hall, 312 S Main St, Landis, NC 28088

Proposals must be clearly marked "Landis Pool Resurfacing Project", sealed, and submitted no later than *September 2, 2025*, before 2:00 pm EST. Sealed proposals must be mailed, emailed, or hand-delivered to:

Attention: Michael Ambrose, Landis Town Manager
312 S. Main St. Landis, NC 28088 / townmanager@townoflandisnc.gov

No submissions or supporting documents will be accepted after this deadline. The Town of Landis assumes no responsibility or liability for costs incurred by the responsive vendor in submitting this proposal. Vendors accept all risks for late delivery of the sealed Proposal Package regardless of fault.

IMPORTANT NOTE: All employees of the selected contractor will be required to submit to a background check prior to working on site.

Proposal Content

1. Proposal Form & Signature Page:
The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All sealed proposals submitted without such a proposal form and signature page may be deemed non-responsive.
2. References:
Proposals shall include a list of three (3) references, including name, address, phone number, and contact person. The Town reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.
3. Company Narrative:
Provide information regarding your experience level, years of operation, etc.
4. Property/Liability and Worker's Compensation Certification
5. Independent Contractor Statement
6. E-Verify Affidavit

SECTION 3: RFP TIMELINE

This is the Town's best estimate of the timeline that will be followed:

Pool Site Walkthrough (Required)..... August 29, 2025, at 2 pm

Closing date to submit application..... September 2, 2025, before 2 pm

Present to the Town Council..... September 8, 2025, at 6 pm

Vendor notification & contract negotiation..... September 18, 2025

SECTION 4: OTHER PROCEDURAL INFORMATION

4.1 Other Procedures and Conditions

The Town reserves the sole discretion and right to reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal agreement. The Town further reserves the right to request additional information or clarification of information provided in any response. The Town also reserves the right, but is under no obligation, to waive technicalities and informalities. The Town shall make the award as deemed in its best interest. A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind.

4.2 Public Records

Upon receipt by the Town, your Bid Package is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute §66-152 et seq. Your Bid Package will be reviewed by Town staff, as well as members of the general public who may submit public record requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate document marked "Trade Secret -Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the document.

In submitting a Bid Package, each firm agrees that the Town may reveal any trade secret materials contained in such response to all staff involved in the evaluation process and to any outside consultant or other third parties who are hired to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Bid Package as a trade secret may be disqualified from the evaluation process.

SECTION 5: Minority Business Enterprises

The Town of Landis is committed to using Minority Business Enterprises (MBE) for professional services and other Town contracts. Vendor and teams demonstrating a commitment to assist the Town in attaining this goal by being or including qualified MBE firms will be given priority consideration in the evaluation process.

For purposes of this section, the term minority refers to a person who is a citizen or lawful permanent resident of the United States and who is:

- Black, that is, a person having origins in any of the black racial groups in Africa;
- Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South; Central America, or the Caribbean Islands, regardless of race;
- Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
- American Indian, that is, a person having origins in any of the original peoples of North America; or
- Female

In order to qualify as a Minority Business Enterprise, a vendor must have a majority ownership of minority partners and must:

- Be a NC Department of Administration certified Historically Underutilized Business
OR
- Be a NC Department of Transportation certified Disadvantaged Business Enterprise;
OR
- Seek approval as a qualified MBE at least two (2) weeks prior to the due date of the responsive submittal to the associated procurement process.

Vendors or team member vendor that are qualified MBEs need to complete and return the attachment with the submittal documents for this project. Evaluation committee members will be given guidance on scoring MBE participation rate based on the role of the MBE vendor (prime or sub), the number of MBE vendor(s) on the team, and the experience of the team members working with the MBE vendor(s) proposed.

PROPOSAL ATTACHMENTS

Landis Paving/Resurfacing Proposal Form & Signature Page

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications, and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of Contractor/Construction services as described within this Request for Proposal document:

Business Name: Carolina Siteworks, Inc.

Representative Name/Title: John D. Shell President

Address: PO Box 280 China Grove NC 28023

Office Phone: 704-855-7483 Cell Phone: 704-680-2972

Website: carolinasiteworksinc.com Email: mark@carolinasiteworksinc.com

Material Costs	Labor Costs	Other / Note
* see	attached	break down

Total Cost: \$667,474.00

Payment will be made to the contractor within 30 days of receiving the monthly invoice. The invoice shall include the date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature: J. D. Shell

Date: 9. 2. 2025

CAROLINA SITEWORKS, INC

Post Office Box 280
China Grove, NC 28023
Telephone: 704-855-7483
Fax: 704-855-9676
NC License No. 45224

September 2, 2025

To: Michael Ambrose

Project: Town of Landis Resurfacing

We propose to furnish all the necessary supervision, labor, equipment and materials required to complete the following work as outlined below and incorporated as part of this proposal.

Mobilization, One lump sum.	\$2,500.00
Set up and maintain traffic control as needed. One lump sum.	\$10,000.00
Mill 1.5" to 2" of existing asphalt as noted in project overview and dispose of material off-site approx. 25,730 SY @ \$3.90 SY.	\$100,347.00
Pave area with a nominal compacted depth of 1.5" or 2" of S9.5C asphalt as noted in project overview approx. 2,300 tons @ \$141.50/ton.	\$325,450.00
Saw cut edge and excavate damaged asphalt and dispose of material off-site. Patch areas with a nominal compacted depth of 4" of I19.0C asphalt approx. 100 tons @ \$277.00/ton.	\$27,700.00
Install asphalt surface treatment and fog seal as noted in project overview approx. 26,870 SY @ \$7.10/SY.	\$190,777.00
Install one school symbol, approx. 120 LF of white 24" 90 mil thermo striping, 184 LF of white 8" 90 mil thermo, 1,292 LF of white 4" 90 mil thermo, 965 LF of yellow 4" 90 mil thermo, 4 each handicap preform and 1 triple arrow combo 90 mil thermo.	\$10,700.00
ESTIMATED TOTAL: \$667,474.00	

Due to the level of volatility in the petroleum market, we must index our pricing on this project. Prices on this quote are based on the August 2025 NCDOT Asphalt Binder Index of \$569.38 per ton. Invoice calculations will be based on the NCDOT index for the month the asphalt is placed. An additional fuel surcharge, based on the current US EIA Fuel index, may also be applicable to your project.

NOTE: Price based on measurements and observations taken from site visit. If Carolina Siteworks, Inc. is awarded this contract, the quoted prices including the escalation clause are good for 30 days, after that, Carolina Siteworks, Inc. may need to renegotiate prices. Suitable survey stakes to be provided by others. Price includes one mobilization. Items not included in price: shoulder reconstruction, seeding, any extra grading, testing, any landscaping, rock excavation, undercut of unsuitable soils, repair of damage caused by others, relocation or repair of utilities; prime coat or herbicide treatment, or anything else not specifically mentioned above.

Respectfully Submitted,
Mark Hoesman
Carolina Siteworks, Inc.

Accepted as Contract:

Carolina Siteworks, Inc.

Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name: City of Kannapolis

Address: 401 Laureate Way Kannapolis, NC 28081

Contact Name: Wilmer Melton Phone: 704-920-4444

Business Relationship: Assistant City Manager

Business Name: City of Concord

Address: 635 Alfred Brown Jr. Ct. SW Concord NC 28025

Contact Name: Enrique Blat Phone: 704-920-5425

Business Relationship: Engineering Dept.

Business Name: Rowan County

Address: 130 W. Innes St. Salisbury, NC 28144

Contact Name: Craig Powers Phone: 704-216-8588

Business Relationship: Director of Engineering

Carolina Siteworks, Inc.
PO Box 280
China Grove, NC 28023

Carolina Siteworks Inc. is a locally owned and operated company that provides our customers with a comprehensive site package, delivered with quality and efficiency. We are fully insured, licensed, bonded and capable of industrial, public or commercial work. Founded in 1999, Carolina Siteworks, Inc. operates primarily in the Piedmont of North Carolina. We can assist you with:

- Residential Subdivisions
- Widening of Existing Public Roads
- Parking Lot Construction
- Asphalt Resurfacing and Repair
- Concrete Curb and Gutter
- Sidewalk Construction
- Site Grading and Development
- Tennis Court Construction
- Running Track Construction
- Water and Sewer Systems
- Storm Drainage Systems

Expiration Date

2025

License No.

45224

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carolina Siteworks, Inc.

China Grove, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building, Highway, PU(Water Lines & Sewer Lines)

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer

Company Narrative

Company Name: Carolina Siteworks, Inc.

Number of Employees: 33 Years of Operation: 26

Current Clients: 25 +

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs:

see attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Carolina Insurance Agency, Inc. 317 Jake Alexander Blvd S Salisbury NC 28147	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 704-738-0221	FAX (A/C, No): 704-636-7141
	E-MAIL ADDRESS: certs@centralcarolina.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Penn National Mutual Casualty	14990
INSURED Carolina Siteworks, Inc. PO Box 280 China Grove NC 28023	INSURER B : BUILDERS MUTUAL INSURANCE CO	10844
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 276907518

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CX90748421	7/30/2025	7/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AU90748421	7/30/2025	7/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			UL90748421	7/30/2025	7/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCP 1105650 15	7/30/2025	7/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Rental			CX90748421	7/30/2025	7/30/2026	Equip Rental Deductible 25,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Concord NC Yard

Copart, Inc is Additional Insured with respects to General Liability as required by contract.

CERTIFICATE HOLDER**CANCELLATION**Copart Inc
14185 Dallas Pkwy
Suite 300
Dallas TX 75254

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Property/Liability and Workers' Compensation Certification

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as an additional insured with the minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as an additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers' Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company Name: See Attached COI

Agent's Name, Address, Telephone: _____

Policy Number: _____ Effective Date: _____

Proposal for the Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Town, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name: CAROLINA SITEWORKS, INC.

Official Address: PO Box 280 CHINA GROVE NC 28023

Signature & Title: John D. Sull PRESIDENT

Date: 8-13-25

Certification Regarding Lobbying

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure

Signature of Firm's Authorized Official: John D. Sull

Name and Title of Firm's Authorized Official: John D. Sull President

Date: 8-13-25

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

Intent to Perform as a Minority Business Enterprise Firm or Sub-firm

All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as: Prime firm: ☐ Sub-firm: ☒

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes: ☒ No: ☐

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

Yes: ☐ No: ☒

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes: ☐ N/A (firm is qualified under one of the two methods above): ☒

Legal name of the firm and physical address: JAMES SEALS + STRIPES, INC.
PO BOX 338 KANNAPOLIS NC 28082

As a duly authorized representative, I certify the above information is accurate.

John D. Seal

Signature of Firm's Authorized Official

JOHN D. SEAL PRESIDENT

Printed Name and Title of Firm's Authorized Official

8-13-25

Date