

The Town of Oak Island
PUBLIC WORKS DEPARTMENT
CONTRACT PROPOSAL

WBS NUMBER: 51295

TOWN/COUNTY: Town of Oak Island

DESCRIPTION: Commercial Area Sidewalk Improvements – Phase I

DATE OF ADVERTISEMENT: Monday, July 14, 2025

PRE-BID MEETING: Thursday, July 24, 2025 at 2:00 PM

BID OPENING: Thursday, August 14, 2025 at 2:00 PM

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

TELEPHONE NUMBER

EMAIL ADDRESS

RETURN BIDS TO:

**Town of Oak Island
Attn: Ms. Kathryn Adams, Town Manager
4601 E. Oak Island Dr. Oak Island, NC 28465**

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.

ADVERTISEMENT FOR BID

TOWN OF OAK ISLAND, NC COMMERCIAL AREA SIDEWALK IMPROVEMENTS – PHASE I

Pursuant to North Carolina General Statute 143-129, sealed proposals addressed to Ms. Kathryn Adams, Town Manager, 4601 E. Oak Island Dr. Oak Island, NC 28465 and marked "**Commercial Area Sidewalk Improvements – Phase I, TO BE OPENED AT 2:00 P.M. ON THURSDAY, August 14, 2025.**" will be received until 2:00 PM on Thursday August 14, 2025. At which time they will be publicly opened and read at Town Hall, 4601 E. Oak Island Dr. Oak Island, NC 28465. The Town will receive **SINGLE PRIME BIDS ONLY** for this project.

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. All firms submitting bids for the proposed work must be properly licensed under Chapter 87, NC General Statutes. Bidders are required to be prequalified with NCDOT for their specific discipline in order to be considered for this work. Refer to Section 102-2 of the NCDOT 2024 Standard Specifications. Contractors wishing to become prequalified may obtain information through the NCDOT website,
<https://connect.ncdot.gov/business/Pages/default.aspx>
2. Bids received from firms that are not pre-qualified will not be opened.
3. The bid form furnished by the Town of Oak Island with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
4. All entries on the bid form, including signatures, shall be written in ink.
5. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
6. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
7. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

8. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
9. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)

10. Bids submitted by corporations shall bear the seal of the corporation.

11. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

12. In accordance with the North Carolina Department of Transportation (NCDOT) Disadvantaged Business Enterprise, the bidder shall make good faith efforts, as defined by the Bid Specifications, to subcontract 10% DBE of the dollar value of the prime contract to businesses which are at least 51% owned and controlled by minority, socially, and/or economically disadvantaged individuals (DBE's). If the bidder fails to achieve the contract goal stated herein, it is required to provide documentation demonstrating that it made a good faith effort in attempting to meet the established goals. A bid which fails to meet these requirements will be considered non-responsive and will be rejected.

13. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED at TOWN HALL, 4601 E. OAK ISLAND DR. OAK ISLAND, NC 28465, BY 2:00PM ON, THURSDAY, AUGUST 14, 2025.

The sealed bid must display the following statement on the front of the sealed envelope:

"COMMERCIAL AREA SIDEWALK IMPROVEMENTS – PHASE I TO BE OPENED AT 2:00 P.M. ON THURSDAY, AUGUST 14, 2025."

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Town of Oak Island
Attn: Ms. Kathryn Adams, Town Manager
4601 E. Oak Island Dr.
Oak Island, NC 28465

14. Plans, Specification and Bid Documents are available by contacting the Town for an electronic copy.

15. Bids for this project shall be guaranteed by all bidders for a period of 60days following the bid opening.

THE TOWN OF OAK ISLAND RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

NCDOT STANDARD NOTES (State Funded)

- A. *NCDOT Standard Specifications* – The 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2024 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. *Bidder Prequalification* - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:
[Doing Business | Connect NCDOT](#)
- C. *Disadvantaged Business Enterprise References* - Since this is a State funded project with MBE/WBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G68.
- D. *Award of Contract* - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by N.C. Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board, bidders are required to become licensed by the N.C. licensing board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.
- F. *Liability Insurance* – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.

- G. Buy America – This project shall be governed by the Buy America requirements for the use of domestic steel and iron products, as outlined in the Standard Provision.
- H. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due to the contractor.
- I. Retainage by Contractors – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- J. Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

ALLOWABLE CHANGES TO THE NCDOT 2024 STANDARD SPECIFICATIONS:

1. *Article 102-1 Invitation to Bid, page 1-9*, delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-16*, delete this section in its entirety.
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17*, delete this section in its entirety.
4. *Article 102-10 Bid Bond or Bid Deposit, page 1-18*, line 10, “60” days shall be modified to “no modification” days.
5. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18*, delete lines 36-43.
6. *Subarticle 102-11 Delivery of Bids, page 1-18*, delete lines 47-48.
7. *Subarticle 102-12(A) Paper Bid, page 1-19*, line 5, the reference to “Contract Officer” shall be changed to “Town Clerk”.
8. *Subarticle 102-12(B) Electronic Bid, page 1-19*, delete this section in its entirety.
9. *Subarticle 102-13(B)2 Electronic Bids, page 1-19*, delete this section in its entirety.
10. *Subarticle 103-2(B) Electronic Bids, pages 1-22 and 23*, delete this section in its entirety.
11. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-23*, modify the reference “G.S.136-28.1” to “G.S.143-129.1”. On page 1-24, in that same subarticle under (5), line 4, modify “State Contract Officer” to “Town Clerk”.
12. *Article 103-7 Contract Bonds, page 1-25*, line 38, modify “14” calendar days to “10” calendar days per G.S.143-129.
13. *Article 103-9, Failure to Furnish Contract Bonds, page 1-26*, line 2, modify “14” calendar days to “10” calendar days per G.S.143-129.
14. *Article 105-9 Construction Stakes, Lines and Grades, pages 1-43 and 44*, delete this section in its entirety and substitute the following: “The Municipality will not set the stakes, lines or grades for this project.”
15. *Article 108-2, Progress Schedule, page 1-63*, add the following requirement as subarticle (D) on page 1-64: “The municipality may add additional requirements as noted in the bid proposal”.
16. *Article 108-3, Preconstruction Conference, page 1-64, line 20*, change “Engineer” to “Public Works Director”.
17. *Article 108-4, Construction Conferences, page 1-64, line 28*, change “Engineer” to “Public Works Director”.
18. *Article 109-8, Fuel Price Adjustments, page 1-82*, delete this article in its entirety and substitute the following: “Fuel Price Adjustments will not apply to this project.”
19. *Article-620-4, Measurement and Payment, page 6-33*, delete lines 11 through line 36 and substitute the following: “Asphalt Price Adjustments will not apply to this project.”

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
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The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor _____

Name of Bidder _____

Signature / Title _____

Signature / Title _____

Date _____

Date _____

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**CORPORATION**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Corporation

Address as Prequalified

Attest

Secretary/Assistant Secretary
(Select appropriate title)

By -

President/Vice President/Assistant Vice President
(Select appropriate title)

Print or Type Signer's name

Print or Type Signer's name**CORPORATE SEAL**

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of
Partnership

Address as Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
(Select appropriate Title)

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

BY _____
Signature of Witness or Attest _____
Signature of Contractor _____

Print or Type Signer's Name _____
If Corporation, affix Corporate Seal _____
AND _____
Print or Type Signer's Name _____

(3) _____
Name of Contractor

Address as Prequalified

BY _____
Signature of Witness or Attest _____
Signature of Contractor _____

Print or Type Signer's Name _____
Print or Type Signer's Name _____

If Corporation, affix Corporate Seal

AND

(4)

Name of Contractor

Address as Prequalified

BY

Signature of Witness or Attest

Signature of Contractor

Print or Type Signer's Name

Print or Type Signer's Name

If Corporation, affix Corporate Seal

CORPORATE SEAL(S)



NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual Name

Trading and Doing Business As

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

Print or Type Name _____

Address as Prequalified _____

Signature of Prequalified Bidder, Individually _____

Print or Type Signer's Name _____

Signature of Witness _____

Print or Type Signer's name _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.



Check here if an explanation is attached to this certification.

CONTRACT FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this the _____ day of _____, 2025 by and between

The TOWN OF OAK ISLAND, NORTH CAROLINA, a Municipal Corporation located in Brunswick County (hereinafter call "TOWN"); and I, a corporation organized under the laws of the State of _____; 2. a non-profit corporation organized under the laws of the State of _____; 3. an unincorporated association having its principal place of business in _____

_____; 4. a resident of _____; or 5. owner of a partnership organized under the laws of the State of _____, with its principal offices in _____ (hereinafter called "CONTRACTOR").

W I T N E S S E T H:1. Purpose

The TOWN hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached plans, specifications and documents consisting of, but not limited to: Advertisement, Instructions to Bidders, NCDOT 2024 Standard Specifications, Proposal and Affidavit, Contract and Performance and Payment Bonds, which are incorporated as if fully set out, for the following:

OAK ISLAND COMMERCIAL AREA SIDEWALK IMPROVEMENTS – PHASE I Project as specified herein and on the plans, specifications, contract documents, drawings, addenda and change orders (if any).

2. Terms of Contract/Liquidated Damages

The CONTRACTOR shall commence the work to be performed under this contract within ten (10) business days of receipt of a written order from the Purchasing Manager and shall complete all work hereunder within 90 calendar days of the beginning date. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

3. Payment

- 3.1 The TOWN agrees to pay to the CONTRACTOR for the faithful performance of this contract, subject to any additions or deductions as provided for in the Specifications or Proposal, and in accordance with the prices set forth, the estimated total cost of _____ (\$_____)
- 3.2 Not later than 30 workdays after receipt of a Town approved invoice the Town will make partial payment to the Contactor on the basis of duly certified approved estimate by the Town Engineer.
- 3.3 Final payment of this contract shall be made in accordance with Section 109-9 of the 2024 NCDOT Standard Specification and within thirty (30) days after completion by the CONTRACTOR of all work covered by this agreement and the acceptance of such work by the TOWN.

4. Performance Bond

See Section 107 of the 2024 NCDOT Standard Specifications

5. Insurance: Proof of Coverage

The CONTRACTOR shall take out and maintain, during the life of this contract, all insurance required under 107-15 NCDOT Standard Specifications, and shall, at execution of this contract, attach to each of the counterparts thereof documentary proof of compliance in the form of a Certificate from his insurer, stating the amount, policy numbers, and kinds of insurance carried. This certificate shall also contain a statement by the insurer that he will notify the Town of Oak Island by Registered Mail twenty (20) days prior to any cancellation or lapse of the insurance shown on this certificate. IT is further agreed that the CONTRACTOR shall furnish the TOWN with one memorandum copy of the policy, or policies, shown on this certificate at the time of the signing of this contract.

6. Guarantee

See Section 105-17 of the 2024 NCDOT Standard Specifications

7. Release and indemnity

To the fullest extent permitted by law, the CONTRACTOR shall release, indemnify, keep and save harmless the TOWN, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the TOWN or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, it's agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for

damages (compensatory or punitive) against the TOWN, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgements, decrees, awards, fines, penalties, claims costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the TOWN, its agents, officials and employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the TOWN as herein provided. The intention of the parties is to apply and construe broadly in favor of the TOWN the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S.22B-1.

8. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the TOWN, and as such the CONTRACTOR shall not be entitled to any TOWN employee benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Conflict of Interest

No paid employee of the TOWN shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

10. Non-Waiver of Rights

It is agreed that the TOWN'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

11. Suspension or Termination of Agreement

See Sections 104-4, 108-7, 108-13, of the 2024 NCDOT Standard Specifications

12. Contract Disputes

See Section 104 of the 2024 NCDOT Standard Specifications

13. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party to this agreement without the consent of the other party to this agreement.

14. Subcontracts

See Section 108-6 of the 2024 NCDOT Standard Specifications

15. Other Laws and Regulations

See Section 107-1 of the 2024 Standard Specifications

16. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

17. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.I. 88-352) and 1968 (P.I. 90-284), and all applicable federal, state and local laws, ordinances, rules regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result in, at TOWN'S option, in a termination or suspension of this agreement in whole or in part.

18. Authority to Act/IDA Certification

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity, authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

19. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

20. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the TOWN in any manner absent the written consent of the TOWN. Notwithstanding the foregoing, the parties agree that CONTRACTOR may list the TOWN as a reference in responses to requests for proposals, and may identify the TOWN as a customer in presentation to potential customers.

21. TOWN not Liable for Special or Consequential Damages

The TOWN shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the TOWN, or any other consequential, indirect or special damages or lost profits related to the Contract.

22. Public Records

CONTRACTOR acknowledges that the TOWN is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to the Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

IF CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the TOWN and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the TOWN determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the TOWN, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the TOWN may release the information without further notice to CONTRACTOR.

IN WITNESS WHEREOF, the TOWN has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed and attested to.

TOWN OF OAK ISLAND, NORTH CAROLINA

BY: _____
Kathryn Adams, Town Manager

WITNESS:

Lisa Stites, Town Clerk

APPROVED AS TO FORM:

Town Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been reaudited in the manner required by the Local Government and Fiscal

Control Act this the _____ day of _____, 2025.

Finance Director

Amount of Contract \$ _____

PO # _____

Federal ID Number: 56-6021949

TOWN OF OAK ISLAND, NC
COMMERCIAL AREA SIDEWALK IMPROVEMENTS – PHASE I

BID FORM

WBS NUMBER:

Date:

Description: Construction of sidewalk and signal installation/modifications as shown on plans.

LINE ITEM	NCDOT STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
TOTAL AMOUNT BID							

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____
Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

INSURANCE CERTIFICATES

(Add Certificates of Insurance after this sheet, as required in section 107-15 NCDOT Standard Specifications)