

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

**AFFIDAVIT OF COMPLIANCE  
with N.C. E-Verify Statutes**

I, Stephanie Westmoreland (hereinafter the "Affiant"), being duly authorized by and on behalf of North State Environmental (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (Mark Yes or No)
  - a. YES X
  - b. NO \_\_\_\_\_
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 28 day of May, 2024.

Stephanie C. Westmoreland  
Signature of Affiant

Print or Type Name: Stephanie C. Westmoreland

State of North Carolina

County of Guilford

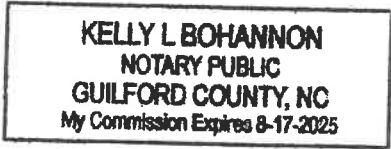
Signed and sworn to (or affirmed) before me, this the 28

day of May, 2024

My Commission Expires:

August 17, 2025 Kelly Bohannon  
Notary Public

(Affix Official/Notarial Seal)



**0007 – Bid Form**

## BID FORM

### GENERAL CONSTRUCTION CONTRACT

### PROPOSAL TO THE COUNTY OF DURHAM

### Neal Middle School Bioretention Project

DURHAM, NORTH CAROLINA  
IFB No. 24-044

BID FROM: North State Environmental

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1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
  - b) The Owner has the right to reject this bid;
  - c) Accompanying this proposal is a certified check (or bid bond) for \$ 5%, which represents not less than five (5) percent of the aggregate amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100 percent (100%) of the contract within fifteen (15) days after Notice of Award;
  - d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
  - e) BIDDER has examined copies of all the Bidding Documents.
  - f) BIDDER has visited the site and become familiar with the general and local site conditions;
  - g) BIDDER is familiar with federal, state, and local laws and regulations;
  - h) **BIDDER certifies that no federal excise or state sales taxes have been included in this bid;**
  - i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;

- j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the County of Durham will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;
- k) BIDDER acknowledges receipt of the following **Addenda**, which have been considered in the preparation of this Bid:

No: 1 Dated: 05/21/2024  
 No: \_\_\_\_\_ Dated: \_\_\_\_\_  
 No: \_\_\_\_\_ Dated: \_\_\_\_\_  
 No: \_\_\_\_\_ Dated: \_\_\_\_\_

Dated in Forsyth County this 28 day of May, 2024

- 3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

**SINGLE PRIME CONTRACT:**

**Base Bid Lump-Sum Price** \$ \$ 295,786.44

Two hundred ninety-five thousand, seven hundred eighty-six dollars and forty-four cents.  
 Base Lump Sum Price In Words

Pursuant to N.C.G.S. 143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

- |  |                                  |                     |
|--|----------------------------------|---------------------|
| (1) Heating, ventilating,<br>and air conditioning; | _____                            | Lic. # _____        |
|  | _____                            | Lic. # _____        |
| (2) Plumbing                                       | _____                            | Lic.# _____         |
|  | _____                            | Lic. # _____        |
| (3) Electrical                                     | _____                            | Lic. # _____        |
|  | _____                            | Lic. # _____        |
| (4) General  | <u>North State Environmental</u> | Lic. # <u>49529</u> |
|  | _____                            | Lic. # _____        |

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

- 4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of the Bid:  
 (a) Required Bid security in the form of 5% of the total bid amount \_\_\_\_\_  
 \_\_\_\_\_:
6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$1,000.00 per calendar day for substantial and Final Completion.

SUBMITTED ON May 28<sup>th</sup>, 20 24.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number 49529

If an Individual: \_\_\_\_\_

as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_, partner

If a Corporation: North State Environmental

(a S Corporation)

by: Stephanie Westphal Attested By: [Signature] (SEAL &

Title: President Title: V.P.

Business Address of Bidder: 2889 Lowery Street Winston Salem, NC 27101



If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number \_\_\_\_\_

If an Individual: \_\_\_\_\_

Doing business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_

Title: \_\_\_\_\_

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

by: \_\_\_\_\_ Attested By: \_\_\_\_\_ (SEAL &

Title: \_\_\_\_\_ Title: \_\_\_\_\_ ATTEST)

We have the following necessary and suitable equipment in good condition and ready for use on this work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM**

**NEAL MIDDLE SCHOOL BIORETENTION CELL**

Durham County, North Carolina

BID DATE: May 30, 2024 AT 2:00 P.M. EST

WKD# 2023090300RA (Dco - IFB No. 24-044)

| Item No.                      | Specification | Item Description  | Unit | Quantities | Unit Price   | Total                |
|-------------------------------|---------------|---|------|------------|--------------|----------------------|
| <b>BASE BID</b>               |               |   |      |            |              |                      |
| 1                             | 01 71 13      | Mobilization (Staking, As-Built Surveying, Temp Fencing)    | LS   | 1          | \$ 19,249.83 | \$ 19,249.83         |
| 2                             | SP-1          | Comprehensive Grading                                       | LS   | 1          | \$ 17,754.10 | \$ 17,754.10         |
| 3                             | 31 25 13      | Erosion Control   | LS   | 1          | \$ 4,061.58  | \$ 4,061.58          |
| 4                             | 33 41 00      | Grouting of Existing Drainage Pipes                         | CY   | 9.0        | \$ 399.48    | \$ 3,595.32          |
| 5                             | 33 41 00      | Remove and Replace Existing Roof Drainage Pipe with 6" HDPE | LF   | 450        | \$ 22.41     | \$ 10,084.50         |
| 6                             | 33 41 00      | 6" HDPE   | LF   | 315        | \$ 20.89     | \$ 6,580.35          |
| 7                             | 33 05 13.16   | NCDOT 840.31 Junction Box                                   | EA   | 2          | \$ 3,967.16  | \$ 7,934.32          |
| 8                             | 33 05 13.16   | NCDOT 840.14 Drop Inlet                                     | EA   | 2          | \$ 3,257.55  | \$ 6,515.10          |
| 9                             | 33 41 00      | 15" Corrugated HDPE   | LF   | 156        | \$ 37.85     | \$ 5,904.60          |
| 10                            | 33 05 13.16   | 15" Headwall (NCDOT 838.80)                                 | EA   | 1          | \$ 3,493.98  | \$ 3,493.98          |
| 11                            | 33 05 13.16   | 18" Headwall (NCDOT 838.80)                                 | EA   | 2          | \$ 3,493.98  | \$ 6,987.96          |
| 12                            | 33 05 13.16   | 48" Headwall (NCDOT 838.80)                                 | EA   | 1          | \$ 9,727.56  | \$ 9,727.56          |
| 13                            | 33 41 00      | 18" RCP   | LF   | 148        | \$ 102.94    | \$ 15,235.12         |
| 14                            | 32 13 13      | Concrete Sidewalk (4-Inch Depth)                            | SY   | 160        | \$ 373.01    | \$ 59,681.60         |
| 15                            | SP-2          | Timber Two-Rail Fence                                       | LF   | 300        | \$ 15.86     | \$ 4,758.00          |
| 16                            | NCDOT 876     | Class I Riprap  | SY   | 140        | \$ 6.47      | \$ 905.80            |
| 17                            | 31 23 16      | On-Site Excavation/Fill                                     | CY   | 650.00     | \$ 16.71     | \$ 10,861.50         |
| 18                            | SP-3          | Underdrain System   | LF   | 170.0      | \$ 16.99     | \$ 2,888.30          |
| 19                            | SP-3          | Bioretention Media  | CY   | 300        | \$ 129.53    | \$ 38,859.00         |
| 20                            | 32 93 00      | Hardwood Double Ground Mulch                                | CY   | 40         | \$ 71.90     | \$ 2,876.00          |
| 21                            | SP-3          | #8 Riverstone   | CY   | 1.5        | \$ 709.01    | \$ 1,063.52          |
| 22                            | SP-3          | Bioretention Outlet Structure                               | EA   | 1          | \$ 9,890.07  | \$ 9,890.07          |
| 23                            | 33 12 13      | Remove existing water line                                  | LF   | 70.0       | \$ 33.90     | \$ 2,373.00          |
| 24                            | 33 12 13      | 1" copper water service                                     | LF   | 185.0      | \$ 32.45     | \$ 6,003.25          |
| 25                            | 32 93 00      | Shrub 3 gal.  | EA   | 80         | \$ 26.20     | \$ 2,096.00          |
| 26                            | 32 93 00      | Tree/Shrub 5 gal.   | EA   | 3.0        | \$ 98.16     | \$ 294.48            |
| 27                            | 32 91 19      | Topsoil   | CY   | 85.0       | \$ 54.66     | \$ 4,646.10          |
| 28                            | 32 92 19      | Vegetated Swale Seeding                                     | SY   | 410        | \$ 0.85      | \$ 348.50            |
| 29                            | 32 92 23      | Grass Sod   | SY   | 430        | \$ 16.93     | \$ 7,279.90          |
| 30                            | 33 41 00      | 15" RCP Removal   | LF   | 140        | \$ 44.88     | \$ 6,283.20          |
| 31                            | 31 23 16      | Compacted fill and ABC Gravel                               | SY   | 210        | \$ 83.59     | \$ 17,553.90         |
| <b>TOTAL BASE BID:</b>        |               |   |      |            |              | <b>\$ 295,786.44</b> |
| <b>ALTERNATE 1 BID</b>        |               |   |      |            |              |                      |
| 1                             | 32 93 00      | Herbaceous Quart  | EA   | 60.0       | \$ 11.57     | \$ 694.20            |
| 2                             | 32 93 00      | Large Plug (LP32 or LP50)                                   | EA   | 250.0      | \$ 10.73     | \$ 2,682.50          |
| <b>TOTAL ALTERNATE 1 BID:</b> |               |   |      |            |              | <b>\$ 3,376.70</b>   |
| <b>TOTAL BID PRICE:</b>       |               |   |      |            |              | <b>\$ 299,163.14</b> |

**0008 – Special Notice**



## SPECIAL NOTICE

### NORTH CAROLINA SALES TAX

The Committee Substitute for Senate Bill No. 78, passed by 1961 Legislature, requires that contractors pay North Carolina Sales Tax on materials and equipment purchased for construction of municipal work, and further provides that those taxes on certain items are refundable to municipalities under submission of proper evidence by the Owner to the North Carolina Department of Revenue. Reference is made to "Sales and Use Tax Regulation 42".

**BIDDER WILL NOT INCLUDE REFUNDABLE NORTH CAROLINA SALES TAX IN HIS OR HER LUMP-SUM BID.** The Contractor will be reimbursed at the time each monthly estimate is paid for refundable North Carolina Sales Taxes paid during any preceding month, provided he or she submits to the Owner information which will make it possible to show the sales tax as a separate item on the estimate. The tax may be shown at the bottom of the estimate in the following manner.

"Total of refundable N.C. Sales Tax paid on the above estimate amounted to  
\$ \_\_\_\_\_."

To substantiate the payment of the sales tax indicated, the CONTRACTOR MUST IN ADDITION,

Submit a SWORN NOTARIZED statement itemizing the tax, showing each amount and to whom paid, and certifying that the articles purchased were used in the work performed for the Owner. Receipts for these amounts must be included with the estimate. Such receipts should include all taxes paid by the prime contractor and any of his subcontractors.

The above must accompany each estimate for payment and is required by the Owner in making claims for tax refunds.

Every person/business who purchases any taxable tangible personal property, taxable services or certain digital property for storage, use, or consumption in North Carolina (NC) for business use from out-of-state vendors upon which the tax has not been fully paid must register with the NC Department of Revenue and remit the balance of tax due on such purchases based on NC's sales and use tax rate. Out-of-state contractors are required to register for sales and use tax purposes with the State of NC. Registration Application, Form NC-BR, must be completed and mailed to the NC Department of Revenue. Out-of-state contractors should also seek a Certificate of Exemption or Certificate of Resale Form from their state's Department of Revenue office when purchasing taxable tangible personal property from their local state to be stored, used, or consumed in NC provided their state participates in the Streamlined Sales Tax Agreement. Out of state sales tax is not reimbursable by the state of North Carolina. For additional information on North Carolina regarding sales and use tax, please contact the NC Department of Revenue.

**0009 –Non-Collusion Affidavit**

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

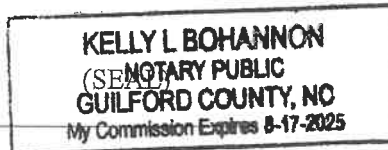
Stephanie Westmoreland, being first duly sworn, deposes and says that:

1. He/She is the President of North State Environmental, the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Stephanie C. Westmoreland  
TITLE President

Subscribed and sworn before me,  
this 28 day of May, 2024.

Kelly L. Bohannon  
Notary Public



My Commission Expires August 17, 2025

**0013 – MWBE Forms**

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of North State Environmental  
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended prebid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

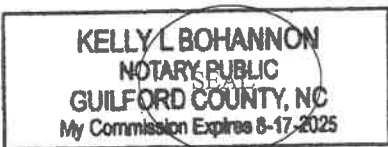
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 05/28/2024 Name of Authorized Officer Stephanie Westmoreland

Signature: Stephanie Westmoreland

Title: President

State of North Carolina, County of Guilford  
Subscribed and sworn to before me this 28 day of May 2024  
Notary Public Kelly L. Bohannon  
My commission expires August 17, 2025



State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

COUNTY OF DURHAM

Affidavit of North State Environmental  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for  
the Neal Middle School Bio-retention IFB 24-044 contract.  
(Name of Project)

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

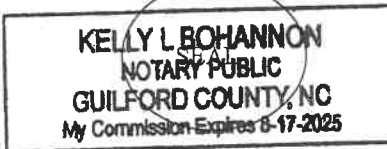
The Bidder agrees to provide any additional information or documentation requested by the owner in  
support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the  
Bidder to the commitments herein contained.

Date: 05/23/2024 Name of Authorized Officer: Stephanie Westmoreland

Signature: Stephanie Westmoreland

Title: President



State of North Carolina, County of Guilford  
Subscribed and sworn to before me this 28 day of May 2024  
Notary Public Kelly L. Bohannon  
My commission expires August 17, 2025

**0014 – Vendor Application/W-9 Form**



# VENDOR APPLICATION

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE  
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

- 1. Vendor Name: North State Environmental  
Do you require a 1099? Yes  No
- 2. Mailing address for payments: 2889 Lowery Street  
Winston Salem, NC 27101
- 3. Mailing address for purchase orders, proposals and bids: 2889 Lowery Street  
Winston Salem, NC 27101
- 4. Contact Person Brian Fernandez Phone #: 305-798-7538  
Email: b.fernandez@nsenv.com Fax #: \_\_\_\_\_
- 5. In what City and State is your firm licensed? Winston Salem, NC  
If licensed in NC, indicate County (for tax purposes) Forsyth County  
Individual Partnership  Corporation  Governmental Agency  Other
- 6. Is your firm a large business? Yes  No
- 7. Is your firm a small business? Yes  No
- 8. Is your firm 51 percent or more owned and operated by a woman? Yes  No   
If yes, with what governmental agencies are you certified? NC DOA-HUB, NCDOT
- 9. Is your firm 51 percent or more owned and operated by a minority? Yes  No
- 10. If yes, with what governmental agencies are you certified? \_\_\_\_\_
- 11. Identify appropriate minority group:  
Black American  Native American  Hispanic  Asian/Pacific  Asian Indian
- 12. Is your firm incorporated? Yes  No
- 13. Is your firm a not-for-profit concern? Yes  No
- 14. Is your firm a handicapped business concern? Yes  No
- 15. Give a brief description of goods or services your firm provides:  
\_\_\_\_\_

Signature: Stephanie Westmoreland Title: President  
Print name: Stephanie Westmoreland Date: 05/23/24

If you have any questions concerning this form, email Durham County Purchasing Division at [purchasinggroup@dconc.gov](mailto:purchasinggroup@dconc.gov)

### DCo DEPARTMENT TO COMPLETE (Prior to Vendor Distribution)

If the below info. is not completed, return this form to the email address of the DCo departmental contact that sent this form to you.

Email to: \_\_\_\_\_ or Fax to: \_\_\_\_\_  
(Department Contact Email) (Department Contact Fax No.)

### PURCHASING TO COMPLETE (when received from the department)

Listed as Debarred or Suspended Vendors?

<https://www.sam.gov> Yes  No

<https://www.pandc.nc.gov/actions.asp> Yes  No

Verified by: \_\_\_\_\_

Date: 05/23/24



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

North State Environmental

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

2889 Lowery Street

Requester's name and address (optional)

Durham County Government  
201 East Main Street, 7th Floor  
Durham, NC 27701

6 City, state, and ZIP code

Winston Salem, NC 27101

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

|  |  |  |   |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|

Employer identification Number

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 6 | - | 1 | 8 | 9 | 0 | 2 | 6 | 6 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Stephanie Westphal*

Date ▶ 5/28/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

North State Environmental, Inc.  
2889 Lowery Street  
Winston-Salem, NC 27101

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of Durham Purchasing  
201 East Main Street  
Durham, NC 27701

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Neal Middle School Bioretention Project IFB No. 24-044

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be deemed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of May, 2024

Kelly Z. Blannom  
(Witness)

North State Environmental, Inc.  
(Principal)

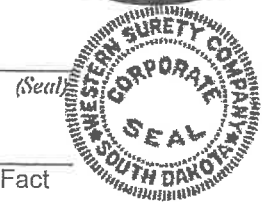
By: Brian Fomberg  
(Title) Brian Fomberg Lead Estimator



Rachel Stevenson  
(Witness) Rachel Stevenson

Western Surety Company  
(Surety)

By: Jessica Wright  
(Title) Jessica Wright Attorney-in-Fact



Surety Phone No. 312-822-5000

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jessica Wright, **Individually**

of Glen Allen, VA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

**Surety Bond No:** Bid Bond  
**Principal:** North State Environmental, Inc.  
**Obligee:** County of Durham Purchasing

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

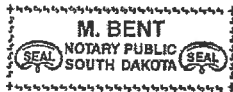
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of May, 2024.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.