BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO THE COUNTY OF DURHAM

Whispering Pines Stream Restoration & Stormwater Improvement

DURHAM, NORTH CAROLINA IFB 26-010

1

BID FROM:	KBS Earthworks, Inc.			
		if this Did is accor	ted to enter into an	agreement w

- 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;

- 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:9/19/2025
No:	Dated:
No:	Dated:
No:	Dated:
Guilford Dated in County, NC_this9th_	day of <u>October</u> , 20 <u>25</u> .

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

SINGLE PRIME CONTRACT:

Base l	Bid	Lump	-Sum	Price
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\$ 97	74,879.51		
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Nine hundred seventy-four thousand eight hundred seventy-nine and fifty-one hundredths

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, vent and air condi	ilating, tioning;	Lic. # Lic. #
(2)	Plumbing	-	Lic.# Lic. #
(3)	Electrical		Lic. # Lic. #
(4)	General		Lic. # 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. The following documents are attached to and made a condition of the Bid: 5. Required Bid security in the form of ______ 5% Bid Bond (a) BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of 6. \$1,000 per calendar day for Final Completion. SIGNATURE OF BIDDER: If an Individual: If a Partnership: by: ______, partner If a Corporation: KBS Earthworks, Inc. Corporation) North Carolina (SEAL & Attested By ____ Title: Secretary ATTEST) Title: President Business Address of Bidder: __5616 Coble Church Road, Julian, NC 27283 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: KBS Earthworks, Inc. (a North Carolina Corporation) by: Kory Strader Title: President Title: Secretary ATTEST)
We have the following necessary and suitable equipment in good condition and ready for use on this work.
JD Excavator 160G, JD Excavator 130G, JD Excavator 210G, JD Excavator 85G
Hydrema 912HM Articulated Dump Trucks, Komatsu Track Trucks, (6", 4", 2") trash pumps

PROJECT		Whispering (Pines Stormwater Manage	ment Project
WKD INTERNAL PROJECT NO.:		20220885.00.RA		
PROJECT	LOCATION:		Durham County, NC	
DATE PR	PREPARED: Revised 9/18/2025			
	SECULAR SECULAR SECULAR	RID FORM		
Marin Ma		BID FORM		
Item No	ltem Descr	7 86	Unit	Quantity
Seneral		BASE BID		
1	Mobilization (Max 15% of Subtotal)		15	医 使用
2	Notifications		LS	1
3	Construction Materials Testing (Indepen	Ident 3rd Party)	LS	1
4	PLS-Sealed As-Built Survey	acine or a r arey,	LS	1
rosion Co				1
5	Erosion Control		LS	1
emolitio	n and Site Preparation			WATER SET BERN
6	Clearing and Grubbing		SY	5,500
7	Comprehensive Grading		CY	3,000
8	Remove RCP Pipe (15" to 24" Diameter)		LF	15
9	Remove Concrete Lined Swale		SY	140
10	Utility Relocation Allowance		LS	1
11	Construction Entrance		EA	1
12	Undercut Excavation		CY	200
ormwate	er Improvements			
13	6" Diameter DIP Pipe (0' to 6')		LF	90
14	18" Diameter HDPE Pipe (0' to 6' Deep)		LF	90
15	NCDOT Junction Box		EA	1
16	Bioretention Underdrain System		LF	120
17	Bioretention Outlet Structure		EA	1
18	Bioswale/Bioretention Media		CY	210
19	Bioswale Underdrain System		LF	400
eam Imp	rovements			
20	Vegetated Soil Lift		LF	1,250
21	Brush Toe		LF	180
22	Boulder J-Hook Structure		LF	100
23	Rock Cross Vane Structure		LF .	100
	Stormwater Outfall Steps		LF	10
	Buried Riffle Grade Control		LF	50
	Boulder Toe		LF	44
Improve				
	Selective Tree Removal (14" and Larger in I	Diameter)	EA	12
	NCDOT Class 1 Rip-Rap		Tons	50
	NCDOT Class B Rip-Rap		Tons	8
	Rock Excavation (Miscellaneous)		CY	50
	Topsoil		CY	300
	Remove Surplus/Unsuitable Material Live Stakes		CY	400
	Container Plants		LS EA	2,300
	Riparian Seed Mix and Mulching		SY	3,600
	Permanent Seeding, Fertilizing, and Mulchin	ng	SY	12,500
	Temporary Seeding, Fertilizing, and Mulchir		SY	12,500
			TAL BASE BID (LUMP SUM)	
				,000.00
		Bid Alternate #1	The free part of the	
1 L	og J-Hook Structure		LF	100
		TOTAL ALTE	RNATE #1 BID (LUMP SUM)	\$ 18,526.13 -
		TOTAL RI	D PRICE (LUMP SUM)	

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA COUNTY OF DURHAM

-	Kory Strader	, being first duly sworn, deposes and says that:
1.	He/She is the President o attached bid;	f KBS Earthworks, Inc. the bidder that has submitted the
2.	He/She is fully informed respecting pertinent circumstances respecting	ng the preparation and contents of the attached bid and of all such bid;
3.	Such bid is genuine and is not a coll	usive or sham bid;
4.	directly or interest, including this all directly or indirectly, with any other connection with the contract for with bidding in connection with such coagreement or collusion or communicative price or prices in the attached be element of the bid price of any other	ts officers, partners, owners agents, representatives, employees, ffiant, has in any way colluded, conspired, connived or agreed, or bidder, firm or person to submit a collusive or sham bid in which the attached bid has been submitted or to refrain from intract, or has in any manner, directly or indirectly, sought by cation or conference with any other bidder, firm or person to fix aid or of any other bidder, or to fix any overhead, profit or cost is bidder or to secure through collusion, conspiracy, connivance against the County of Durham or any person interested in the
5.	collusion, conspiracy, connivance of	attached bid are fair and proper and are not tainted by any unlawful agreement on the part of the bidder or any of its bloyees, or parties in interest, including this affiant.
Subsc	ribed and sworn before me,	TITLE Kory Strader- President
this 1	<u>m</u> day of <u>01.1016</u> 072025	
MyCo	Notary Public Minission Expires 07 21 2030	(SEAL) JESSICA BROOKE WRAY NOTARY PUBLIC Guilford County North Carolina My Commission Expires July 21, 2030



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: KBS Earthworks, Inc.	
	Do you require a 1099? Yes No x	
2.	Mailing address for payments:	Mailing address for purchase orders, proposals and bids:
	5616 Coble Church Road	5616 Coble Church Road
	Julian, NC 27283	Julian, NC 27283
4.	Contact Person Kory Strader	Phone #: 336-362-0289
	Email: kory@kbsearthworks.com	Fax #: N/A
5.	In what City and State is your firm licensed? North	Carolina
	If licensed in NC, indicate County (for tax purposes)	Guilford
	Individual Partnership Corporation X G	Sovernmental Agency Other O
6.	ls your firm a large business? Yes No x	7. Is your firm a small business? Yes X No
8.	Is your firm incorporated? Yes V No No	
9.	Is your firm a not-for-profit concern? Yes No	
10.	Is your firm a handicapped business concern? Yes	□ No ✓
11.	Give a brief description of goods or services your fire	n provides:
Stre	am and riverbank stabilization, wetland mitigation, stormw	rater management, bioretention pond construction, dam repairs, and stream repairs.
02-03		
Sigr	ature: 15 4 Holo	Title: President
Prin	name: Kory Strader	Date: 10/9/2025
If you I	nave any questions concerning this form, email	Durham County Purchasing Division at purchasinggroup@dconc.gov
B 4		
	NOTICE TO THE	BIDDERS/PROPOSERS
	Please return this Vendor Application	and W-9 along with your Bid Proposal packet.
	PURCHASING TO COM	PLETE (when received from the department)
L	isted as Debarred or Suspended Vendors?	,
https://v	www.sam.gov Yes No https://www	.doa.nc.gov/divisions/purchase-contract/debarred-vendors Yes No
Verified	by: Date:	

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

i begin. For guidance related to the purpose of Form W-	9, see Purpose of Form, ball		Total to the ins.
rame of entity/individual. An entry is required. (For a sole proprie intity's name on line 2.)	tor or disregarded entity, enter the	DW. 16 OWDer's name on li-	
KBS Earthworks. Inc	,,	o owner s name on m	ne 1, and enter the business/disregarde
heck the appropriate box for federal tax classification of the entit	Windividual		
ly one of the following seven boxes.	y/individual whose name is enter	red on line 1. Check	4 Exemptions (codes apply only to
LLC. Enter the tax classification (C - C assert)		Trust/estate	certain entities, not individuals; see instructions on page 3):
Note: Check the "LLC" box above and, in the entry space, ente	oration, P = Partnership) If the appropriate code (C. D		Exempt payee code (if any)
to the tax classification of its owner	egarded entity should instead ch	 for the tax eck the appropriate 	Exemption from Foreign Account Tax
Other (see instructions)			Compliance Act (FATCA) reporting
n line 3a you checked "Partnership" or "Trust/estate," or checker	1"11C" and anto- 1"0"		code (if any)
box if you have any foreign partners owners as box if you have any foreign partners owners as box if	which you have an ownership	X classification,	(Applies to accounts maintained
ress (number, street, and ant, or cuits and a	ee instructions	· · ·	outside the United States.)
16 Coble Church Road		Requester's name a	nd address (optional)
state, and ZIP code		Durnam County	Government
		201 East Main St	reet, Finance
account number(s) here (optional)		Durnam, North (Jarolina 27701
axpayer Identification Number (TIN)			
in the appropriate box. The TIN provided must match the	name diverse at the state	Conint	
ole proprietor, and which is generally your social security	number (SSN) However to	old Social secti	nty number
or proprietor, or disregarded entity, see the instructions	for Part i, later. For other	ra	_
a supply of identification number (EIN). If you do not hav	e a number, see How to get	a	
Ount is in more than any many		Ur	
the Requester for guidelines on whose number to and	ne 1. See also <i>What Name ar</i>	nd I I	endication number
ertification		2 6 -	3 9 7 3 2 0 4
nown on this form is my			
ct to backup withholding because (a) I am exempt from	umber (or I am waiting for a r	number to be issued	to me): and
nat I am subject to backup withholding as a result of a fa	Dackup withholding, or (b) I h	ave not been notifie	ed by the Internal Revenue
	mary to report all interest of c	dividends, or (c) the	IRS has notified me that I am
- or or other U.G. Derson method belows			
Inclines You must ever a think that I am exe	mpt from FATCA reporting is	Correct.	
failed to make the state of the	n notified by the IRS that you.	OTO	to bookers with a se
idonment of secured property, cancellation of debt, contrib	. For real estate transactions,	item 2 does not app	bly. For mortgage interest paid
and dividends, you all not required to sign the pertification	but you must provide your a	ent arrangement (IR	A), and, generally, payments
re of TL. NHI/II A. AFI A JAI	y most provide your d	orrect TIN. See the	instructions for Part II, later.
A MANAGE MANAGE A LOUININ	Date	10/9/2025	
structions			
om to the late	New line 3b has been a	added to this form.	A flow-through entity is
are to the internal Revenue Code unless otherwise	foreign partners, owners	or bonofinionian	τ π nas direct or indirect
nts. For the latest information about development	to another flow-through e	entity in which it has	an ownership interest. This
3 and its instructions, such as legislation enacted	regarding the status of the	vide a flow-through	entity with information
isited, go to www.irs.gov/FormW9.	beneficiaries, so that it ca	n esticte one same	runers, owners, or
odified to clarify how a disregarded entity completes	Partnership Instructions for	TO complete Sched	ules K-2 and K-3. See the
			vd V 0 /
the tax classification and the		A pollednies V-5 at	nd K-3 (Form 1065).
the tax classification and the	Purpose of Form) 	10 K-3 (Form 1065).
t is a disregarded entity should check the the tax classification of its owner. Otherwise, it LC" box and enter its appropriate tax classification.			nd K-3 (Form 1065).
	Responsibility is name on line 2.) (Responsibility is name on line 2.) (Responsibility is name on line 2.) (Responsibility one of the depropriate box for federal tax classification of the entitive one of the following seven boxes. Individual/sole proprietor	(RS Earthworks, Inc. usiness name/disregarded entity name, if different from above. Second of the following seven boxes.	usiness name/diaregarded entity name, if different from above. Deck the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check by one of the following seven boxes. Individual/sole proprietor

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 319

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KBS Earthworks, Inc. 5616 Coble Church Road Julian, NC 27283

OWNER:

(Name, legal status and address)

County of Durham 201 East Main Street, 7th floor Durham, NC 27701

SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 175 Berkeley Street Boston, MA 02116 Mailing Address for Notices The Ohio Casualty Insurance Company 175 Berkeley Street Boston, MA 02116

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.

(Seal)

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

Whispering Pines Stream Restoration & Stormwater Improvement IFB 26-010 Durham, NC

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

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 in 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 construed as a statutory bond and not as a common law bond.

Signed and sealed this

day of September, 2025.

Meghan Cree

KBS Earthworks, Inc.

(Principal)

By:

The Ohio Casualty Insurance Company

(Surety)

(Title) Steven Dana Scober Attorney-in-Faci



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213189-984567

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that
Liberty Mutual Insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duty organized
under the laws of the State of Indiana (horsin projection) used the
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Clayton T
The state of the s
Irene McCullough; James Jackson Roberts, III; Steven Dana Scobey; Theresa Simmons Sturmp; Benjamin Kenneth Taylor, Suzame Helena Young

all of the city of Richmond state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February . 2025

INSUR





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Nathan J. Zangerle, Assistant Secretary

guar State of PENNSYLVANIA County of MONTGOMERY SS

/(POA) verification inquiries, HOSUR@ibertymutual.com. On this 24th day of February , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duty authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seat Teresa Pastella, Notary Public ntgomery County My commission expires March 28, 2029

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casually Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president of the Company authorized so in behalf of the Company authorized for that purpose in writing by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provision article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president and attempts in-fact, as may be necessary to act in behalf of the Company by their signature and execution of such attempts in-fact, as may be necessary to act in behalf of the Company by their signature and execution of contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president and attempts in-fact, as may be necessary to act in behalf of the Company by their signature and executions. Such attempts in-fact, as may be necessary to act in behalf of the Company by their signature and executions.

signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked,

IN TEST LIGHTY WHEREOF, Neave hereunto set my hand and affixed the seals of said Companies this 30 day of September 2025







Kenny July Renee C. Liewellyn, Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

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

I, <u>Kory Strader</u> (hereinafter the "Affiant"), being duly authorized by and on behalf o
KBS Earthworks, Inc. (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as
follows:
1. Contractor understands that <u>E-Verify</u> 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
b. NO <u>√</u>
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 9th day of October 2025
76. 111
Signature of Affiant
Print or Type Name:Kory Strader
State of NOTTh Carolina
County of Guilford
day of October, 2025
My Commission Expires: JESSICA BROOKE WRAY NOTARY PUBLIC Guilford O
Signed and sworn to (or affirmed) before me, this the 9th day of 0ctober 2035 My Commission Expires: 07/21/2030 Notary Public Dynamission Expires July 21, 2030



PURCHASING DIVISION

TO:

All Proposers

DATE:

September 19, 2025

ADDENDUM NO. 1

Whispering Pines Stream Restoration & Stormwater

(IFB No. 26-010)

This ADDENDUM No. 1 forms part of Durham County's Request for Proposals (IFB No. 26-010) – Whispering Pines Stream Restoration & Stormwater. Responses to questions received concerning IFB -26-010 are provided. The schedule for IFB 26-010 has been updated below. All requirements of the original Scope of Services remain in effect in their respective order. Receipt of this Addendum should be acknowledged on the Addendum Acknowledgement Form included in the IFB document.

- 1. Proposals are due by 2:00 PM EST on September 30, 2025.
- 2. A non-mandatory site visit was held on September 8, 2025, at 10:00 AM, EST.
- 3. The last date for questions was **September 23, 2025, at 3:00 PM EST**. Attached are the answers to the questions received.

Should you have any questions regarding this Addendum, please contact me at 919-560-0054.

Sincerely,

Delta Farrington

Senior Procurement Specialist

Questions and Responses

- O1. NTP date?
- R1. Anticipated mid-December 2025
- Q2. Overall project duration?
- R2. The bid document states 240 days for final completion. The project should take approximately 3 months to complete construction and then planting should occur between in either a spring or fall planting window.
- Q3. Irrigation?
- R3. It is expected that the contractor would provide irrigation in some form to establish the plantings in the bioretention area.
- Q4. Maintenance/duration?
- R4. In the past, a one-year warranty was provided for plantings. Long-term maintenance will be handled by the County.
- Q5. Would you have a copy of the bidders/plan holders list you could forward to me? R5. Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room https://bidroom.duncan-parnell.com/. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda notification will be sent to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. Neither OWNER nor ENGINEER will be responsible for copies of the bid documents obtained from sources other than from Duncan Parnell. If you need any assistance ordering or getting registered on https://bidroom.duncan-parnell.com/ please contact: Michaela Bruinius at constech@duncan-parnell.com or 704-526-1856.
- Q6. Are there any MWBE goals that have to be met?
- R6. There are no mandatory MWBE participation goals associated with this solicitation. However, bidders are strongly encouraged to make a good faith effort to engage small businesses.
- Q7. There's language in the bid documents that indicates this is a lump-sum bid. Please confirm that this is a unit price bid and not a lump sum contract, based on the responses received during the pre-bid.
- R7. This is a lump sum bid. Please note: The attached Bid Form is the updated version for the Whispering Pines Stormwater Management Project. Kindly disregard the Bid Form dated 5/29/25 located in the technical specifications folder. The line items and quantities provided are included for bidder **informational purposes only.**
- Q8. Some fencing was observed during the pre-bid on at least one property that isn't identified on the drawings, but will need to be detached, reset, or replaced. Will this be addressed later as a change order?

- R8. The fence may be removed temporarily but should be replaced (in-kind) as close to its original location as possible. As this is a lump sum bid, please ensure that the necessary cost is included in the bid.
- Q9. Regarding Bid Item #2, what notifications is the contractor responsible for?
 R9. Durham County will be responsible for most notification efforts. Contractor may wish to include some signage. Door-knocking for most affected homes is recommended when work is encroaching.
- Q10. Is the contractor responsible for installing any traffic control or project-related signage? R10. Contractor will be responsible for ensuring that they maintain a safe working environment. Any traffic control measures deemed necessary for the project will be the responsibility of the contractor.
- Q11. The number of vegetated soil lifts will vary per section. Will the vegetated soil lifts be measured and paid by the running linear foot of each lift or the running linear foot of bank/channel length where the soil lifts are installed, regardless of the number of lifts?
 R11. The project will be bid as lump sum. Per specification 31 38 23 part 1.2C: "Basis of Measurement: Vegetated Soil Lift shall be measured by the actual number of linear feet of Vegetated Soil Lift installed and accepted. Measurement will be made horizontally along the face of the structure. Height of Vegetated Soil Lifts vary along the structure. No separate measurement will be made for the varying height of the Vegetated Soil Lifts."
- Q12. Will the engineer provide the CAD files to the contractor for use in developing a 3D machine control model?
- R12. Necessary CAD files will be provided to the awarded contractor with the Notice to Proceed.
- Q13. Please provide the quantities for all required plantings per zone.
- R13. Material quantity estimates for each planting zone should be based on the specified acreage and planting densities provided on Sheet P4 of the bid documents.
- Q14. Is tree protection fencing incidental to comprehensive grading (SP-01)? R14. SP-01 states that tree protection, as shown on the plans (including fencing and pruning by certified arborist) will not be measured or paid separately and any costs incurred for tree protection shall be included in the lump sum bid price.
- Q15. This is a note under Special Provisions that states, "This shall also include root protection (i.e. root bridging per Std. No. 40.11) comprising portable systems constructed of composite materials designed to evenly distribute the heavy loads from construction equipment. This work shall be paid for under a separate contract item." Please update the bid tab to include this item if it's needed.
- R15. Root bridging per STD. N. 40.11 is not required; however, Contractor shall make every effort to maintain adequate distance between root zones of trees to be protected and any heavy equipment.

- Q16. Due to the close proximity to houses and children in the area, should you add a bid item for installing safety fencing around the site perimeter?
- R16. Construction site safety and protecting the public from hazards related to construction operations is the sole responsibility of the contractor. Per section 01 71 13 Mobilization, all temporary fencing is included in mobilization.
- Q17. Could you please clarify the width of the bioswale media?
- R17. Per detail 1/D4, Bioswale size and layout shall be as indicated on the plans. Accordingly, the bioswale media area shall be the blue hatched area shown on sheets 7 and 8. Depth shall be 2' as shown in profiles and detail 1/D4.
- Q18. Please consider extending the bid date.
- R18. The bid will be extended to September 30, 2025, at 2:00PM

I A PROPERTY.	T NAME:	Whispering Pines Stormwater Manag	ement Project
WKD INTERNAL PROJECT NO.: PROJECT LOCATION:		20220885.00.RA	
		Durham County, NC	
DATEP	REPARED:	Revised 9/18/2025	
		BID FORM	
item i	No. Item Descr		Quantity
		BASE BID	
General			
1	Mobilization (Max 15% of Subtotal)	LS	1
2	Notifications	LS	1
3	Construction Materials Testing (Indepen	dent 3rd Party) LS	1
4	PLS-Sealed As-Built Survey	LS	1
	Control		
5	Erosion Control	LS	1
	ion and Site Preparation		
6	Clearing and Grubbing	SY	5,500
	Comprehensive Grading	CY	3,000
9	Remove RCP Pipe (15" to 24" Diameter) Remove Concrete Lined Swale	LF	15
10		SY	140
11	Utility Relocation Allowance Construction Entrance	LS	1
12	Undercut Excavation	EA CY	1 200
	ster Improvements	(Y	200
13	6" Diameter DIP Pipe (0' to 6')	LF	1 00
14	18" Diameter HDPE Pipe (0' to 6' Deep)	LF	90
15	NCDOT Junction Box	EA	1
16	Bioretention Underdrain System	LF	120
17	Bioretention Outlet Structure	EA	1
18	Bioswale/Bioretention Media	CY	210
19	Bioswale Underdrain System	LF	400
ream In	nprovements		
20	Vegetated Soil Lift	LF	1,250
21	Brush Toe	LF	180
22	Boulder J-Hook Structure	LF	100
23	Rock Cross Vane Structure	LF	100
24	Stormwater Outfall Steps	LF	10
25	Buried Riffle Grade Control	LF	50
26	Boulder Toe	LF	44
e impro	vements		2702 27 DA 5 5T
27	Selective Tree Removal (14" and Larger in	Diameter) EA	12
28	NCDOT Class 1 Rip-Rap	Tons	50
29	NCDOT Class B Rip-Rap	Tons	8
30	Rock Excavation (Miscellaneous)	СУ	50
31	Topsoil	СУ	300
32	Remove Surplus/Unsuitable Material	СУ	400
33	Live Stakes	EA	2,300
34	Container Plants	LS	1
35 36	Riparian Seed Mix and Mulching Permanent Seeding, Fertilizing, and Mulchi	SY SY	3,600
37	Temporary Seeding, Fertilizing, and Mulchin		12,500
J.	1	TOTAL BASE BID (LUMP SUM)	12,500
			•
	Log 1 Hook Can at man	Bid Alternate #1	
1	Log J-Hook Structure	LF	100

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KBS Earthworks, Inc. 5616 Coble Church Road Julian, NC 27283

OWNER:

(Name, legal status and address)

County of Durham 201 East Main Street, 7th floor Durham, NC 27701 SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company

175 Berkeley Street Boston, MA 02116 Mailing Address for Notices

The Ohio Casualty Insurance Company

175 Berkeley Street Boston, MA 02116 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.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

Whispering Pines Stream Restoration & Stormwater Improvement IFB 26-010 Durham, NC

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 in 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 construed as a statutory bond and not as a common law bond.

Signed and scaled this

30th

day of September, 2025.

(lifitness)

Vithess) Meghan Cree

KBS Earthworks, Inc.

(Principal)

By:

TORY OT

The Ohio Casualty Insurance Company

(Surety)

By: / Attorney-in-Fact

The same

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(Seal)



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213189-984567

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duty organized under the laws of the State of New Hampshire, that
Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Clayton T
Bruin; Robert M Coon; Traci J DeGroat; Alainey Nanette Drane; Brooke Gagne, Brittany B Irby; Beverly Jones, III; Windy D Lovelady; Cody James McCluskey; Elba
Irene McCullough: James Jackson Roberts W. Steven Done Society Shadiy Birdy, Bevery Jones, III; Windy D Lovelady; Cody James McCluskey; Elba
Irene McCullough, James Jackson Roberts, III; Steven Dana Scobey; Theresa Simmons Stump; Benjamin Kenneth Taylor, Suzanne Helena Young

all of the city of Richmond state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February . 2025

INSU





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY SS

(POA) verification inquiries, HOSUR@ibertymutual.com. On this 24th day of February , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal resa Pastella, Notary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044

This Power of Atterney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

For bond and/or Power of Attorney please call 610-832-8240 or email I Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of September 2025







Renee C. Liewellyn, Assistant Secretary

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