

BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO THE COUNTY OF DURHAM

Whispering Pines Stream Restoration & Stormwater Improvement

DURHAM, NORTH CAROLINA
IFB 26-010

BID FROM: KBS Earthworks, Inc.

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: 9/19/2025

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Dated in Guilford County, NC this 9th day of October, 2025.

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 \$ 974,879.51

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, ventilating,
and air conditioning; | _____ | 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.
5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of 5% Bid Bond
_____;
6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$1,000 per calendar day for Final Completion.

SUBMITTED ON October 9th, 20 25.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number 76787

If an Individual: _____

as: _____

If a Partnership: _____

by: _____, partner

If a Corporation: KBS Earthworks, Inc.

(a North Carolina Corporation)

by: Kory Strader Attested By Brett Strader (SEAL &

Title: President Title: Secretary ATTEST)

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 Attested By Brett Strader (SEAL &

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 NAME:	Whispering Pines Stormwater Management Project
WKD INTERNAL PROJECT NO.:	20220885.00.RA
PROJECT LOCATION:	Durham County, NC
DATE PREPARED:	Revised 9/18/2025

BID FORM

Item No.	Item Description	Unit	Quantity
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BASE BID

General

1	Mobilization (Max 15% of Subtotal)	LS	1
2	Notifications	LS	1
3	Construction Materials Testing (Independent 3rd Party)	LS	1
4	PLS-Sealed As-Built Survey	LS	1

Erosion Control

5	Erosion Control	LS	1
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Demolition and Site Preparation

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

Stormwater 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

Stream Improvements

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

Site Improvements

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)	CY	50
31	Topsoil	CY	300
32	Remove Surplus/Unsuitable Material	CY	400
33	Live Stakes	EA	2,300
34	Container Plants	LS	1
35	Riparian Seed Mix and Mulching	SY	3,600
36	Permanent Seeding, Fertilizing, and Mulching	SY	12,500
37	Temporary Seeding, Fertilizing, and Mulching	SY	12,500

TOTAL BASE BID (LUMP SUM) \$ 956,353.38 -

Bid Alternate #1

1	Log J-Hook Structure	LF	100
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TOTAL ALTERNATE #1 BID (LUMP SUM) \$ 18,526.13 -

TOTAL BID PRICE (LUMP SUM) \$ 974,879.51 -

NOTICE TO BIDDERS:

The Whispering Pines Stormwater Management Project is a lump sum bid. The line items and quantities provided above are for bidder informational purposes only.

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

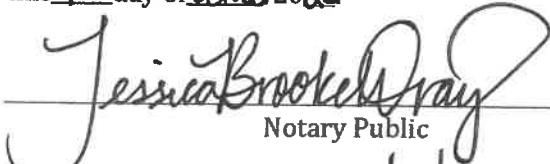
Kory Strader, being first duly sworn, deposes and says that:

1. He/She is the President of KBS Earthworks, Inc., 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.



TITLE Kory Strader- President

Subscribed and sworn before me,
this 9th day of October 2025


Notary Public

My Commission 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 ☒

2. Mailing address for payments:

5616 Coble Church Road

Julian, NC 27283

3. Mailing address for purchase orders, proposals and bids:

5616 Coble Church Road

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 ☒ 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 incorporated? Yes ☒ 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 firm provides:

Stream and riverbank stabilization, wetland mitigation, stormwater management, bioretention pond construction, dam repairs, and stream repairs.

Signature: 

Title: President

Print name: Kory Strader

Date: 10/9/2025

If you have any questions concerning this form, email Durham County Purchasing Division at purchasinggroup@dconc.gov

NOTICE TO THE BIDDERS/PROPOSERS

Please return this Vendor Application and W-9 along with your Bid Proposal packet.

PURCHASING TO COMPLETE (when received from the department)

Listed as Debarred or Suspended Vendors?

<https://www.sam.gov> ☐ Yes ☐ No

<https://www.doa.nc.gov/divisions/purchase-contract/debarred-vendors> ☐ Yes ☐ No

Verified by:

Date:

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
KBS Earthworks, Inc.

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

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

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
5616 Coble Church Road

6 City, state, and ZIP code
Julian, NC 27283

7 List account number(s) here (optional)

Requester's name and address (optional)
Durham County Government
201 East Main Street, Finance
Durham, North Carolina 27701

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 3 9 7 3 2 0 4

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

Brothway Grader

Date 10/9/2025

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Document A310™ – 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 sealed this 30th day of September, 2025.


(1) (Witness)


(Witness) Meghan Cree

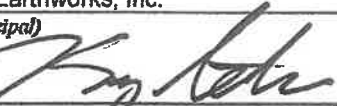
KBS Earthworks, Inc.

(Principal)

(Seal)

By:

(Title)

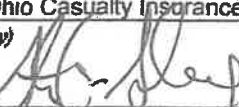

KORY STRADER - President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:


(Title) Steven Dana Scobey Attorney-in-Fact



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 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; Alaine Nanette Drane; Brooke Gagne; Brittany B Irby; Beverly Jones, III; Windy D Lovelady; Cody James McCluskey; Elba Irene McCullough; James Jackson Roberts, III; Steven Dana Scooby; Theresa Simmons Stump; Benjamin Kenneth Taylor; Suzanne Helena Young

all of the city of Richmond state of VA 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.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY SS

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
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney 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.

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 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 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 surety 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.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

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

I, Kory Strader (hereinafter the "Affiant"), being duly authorized by and on behalf of
KBS Earthworks, Inc. (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
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 9th day of October, 2025

Kory Strader
Signature of Affiant

Print or Type Name: Kory Strader

State of North Carolina
County of Guilford

Signed and sworn to (or affirmed) before me, this the 9th
day of October, 2025

My Commission Expires:

07/21/2030

Jessica Brooke Wray
Notary Public

(Affix Official/Notarial Seal)

JESSICA BROOKE WRAY
NOTARY PUBLIC
Guilford County
North Carolina
My Commission 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

Durham County Administrative Complex • 201 E. Main Street, 7th Floor • Durham, NC 27701
(919) 560-0051 • Fax (919) 560-0057 • www.dconc.gov
Equal Employment /Affirmative Action Employer

Questions and Responses

Q1. 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**

PROJECT NAME:		Whispering Pines Stormwater Management Project	
WKD INTERNAL PROJECT NO.:		20220885.00.RA	
PROJECT LOCATION:		Durham County, NC	
DATE PREPARED:		Revised 9/18/2025	
BID FORM			
Item No.	Item Description	Unit	Quantity
BASE BID			
General			
1	Mobilization (Max 15% of Subtotal)	LS	1
2	Notifications	LS	1
3	Construction Materials Testing (Independent 3rd Party)	LS	1
4	PLS-Sealed As-Built Survey	LS	1
Erosion Control			
5	Erosion Control	LS	1
Demolition and Site Preparation			
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
Stormwater 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
Stream Improvements			
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
Site Improvements			
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)	CY	50
31	Topsoil	CY	300
32	Remove Surplus/Unsuitable Material	CY	400
33	Live Stakes	EA	2,300
34	Container Plants	LS	1
35	Riparian Seed Mix and Mulching	SY	3,600
36	Permanent Seeding, Fertilizing, and Mulching	SY	12,500
37	Temporary Seeding, Fertilizing, and Mulching	SY	12,500
TOTAL BASE BID (LUMP SUM)			\$ -
Bid Alternate #1			
1	Log J-Hook Structure	LF	100
TOTAL ALTERNATE #1 BID (LUMP SUM)			\$ -
TOTAL BID PRICE (LUMP SUM)			\$ -

NOTICE TO BIDDERS:

The Whispering Pines Stormwater Management Project is a lump sum bid. The line items and quantities provided above are for bidder informational purposes only.

Document A310™ – 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 sealed this 30th day of September, 2025.


(Witness)


(Witness) Meghan Cree

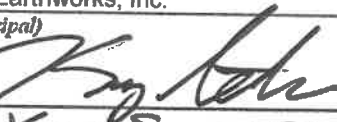
KBS Earthworks, Inc.

(Principal)

(Seal)

By:

(Title)


KORY STRADER - President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Steven Dana Scobey Attorney-in-Fact





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 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, III; Steven Dana Scobey; Theresa Simmons Stump; Benjamin Kenneth Taylor; Suzanne Helena Young

all of the city of Richmond state of VA 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.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney 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.

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 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 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 surety 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.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.