

**BIDDER'S CHECKLIST**

**This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:**

✓	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
✓	A.	Required Bid security in the form of a <u>Bid Bond</u> (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall be include an executed Power of Attorney.
✓	B1.	Identification of Minority Business Participation
✓	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce
X	C.	E-Verify Affidavit
X	D.	Iran Divestment Act Certification

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

Busco Contractors, Inc. as principal, and Travelers Casualty and Surety Company of America, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

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

Signed, sealed and dated this 9th day of June, 2026

WHEREAS, the said principal is herewith submitting proposal for

Western Transmission Main - Phase 2 and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

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 Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Busco Contractors, Inc. (SEAL)

By: [Signature] (SEAL)

[Signature] (SEAL) witness

Travelers Casualty and Surety Company of America (SEAL)

By: [Signature] (SEAL)  
Heather Segrist, Attorney-in-Fact





**Travelers Casualty and Surety Company of America  
 Travelers Casualty and Surety Company  
 St. Paul Fire and Marine Insurance Company  
 Farmington Casualty Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Heather Segrist of Durham, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By:   
 Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

  
  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this June 9, 2026



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Town of Apex  
105-B Upchurch Street  
Apex, NC 27502**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>6/4/26</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

5.02 Bid Schedule

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization (3% Max)	LS	1	20,000	20,000
2	20-inch Water Main, Restrained	LF	1450	312	452,400
3	36" (0.5" THK) Steel Casing w/Restrained DIP Water Main	LF	50	845	42,250
4	Restrained Joint DI Fittings	LB	4500	13	58,500
5	Connect to Existing Water Main	EA	4	8,750	35,000
6	20" Gate Valve w/Valve Box	EA	2	28,000	56,000
7	Air Release Valve in Manhole	EA	2	11,500	23,000
8	Fire Hydrant Assembly	EA	2	10,000	20,000
9	Cleanup and Seeding Along Utility Pipelines	LF	1500	4	6,000
10	Rock Excavation by Mechanical Methods (min. \$100/CY)	CY	100	115	11,500
11	Undercut Unstable Pipe Foundation (min. \$25/CY)	CY	100	25	2,500
12	Asphalt Pavement Repair	SY	150	280	42,000
13	Asphalt Pavement Repair (NCDOT Roads)	SY	40	325	13,000
14	Greenway Pavement Repair	SY	40	240	9,600
15	Concrete Curb & Gutter	LF	40	100	4,000
16	Concrete Sidewalk	SY	20	110	2,200
17	Erosion Control	LS	1	8,500	8,500
18	Contingency Allowance	LS	1	\$100,000.00	\$100,000.00

TOTAL BID PRICE \$ 906,450.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Time of Completion

- 5.03 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.04 Bidder accepts the provisions of the Agreement as to liquidated damages in the amount of \$1,000.00 per day.
- 5.05 Milestone Dates
  - A. The following principal events shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within days indicated below after the date when the Contract Time commences to run. In accordance with paragraph 5.03 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone event	Calendar Days	Liquidated Damages
Contractor shall complete all work including, but not limited to installation, testing, activation of the transmission main, and ground stabilization/restoration shown on sheets C-04 & C-05 prior to performing any work on sheet C-06.	N/A	N/A

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
  - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
  - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
    - 1. Identification of Minority Business Participation.
    - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - D. Contractor’s License No.: 101731 [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualification Statement with supporting data; and

6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

**ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

Contractor's License

- A. Number: 101731
- B. Classification: PUBLIC UTILITIES
- C. Limitation: UNLIMITED

Employer's Tax ID No.: 85-1067189

BIDDER: [Indicate correct name of bidding entity]

Busco Contractors Inc.

Telephone Number: 919-897-3152

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: Matt Bustamante

matte@buscocontractors.com

This Bid Submitted by:

An Individual

Name: \_\_\_\_\_  
(Type or print)

By: \_\_\_\_\_

(Individual's Signature)

Doing Business As: \_\_\_\_\_  
(Type or print)

A Partnership

Partnership Name: \_\_\_\_\_

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner, attach evidence of authority to sign)

Name: \_\_\_\_\_  
(Type or print)

Title: \_\_\_\_\_  
(Type or print)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

A Corporation

Corporation Name: BUSCO CONTRACTORS INC.

State of Incorporation: NC

Type (General Business, Profession, Service, Limited Liability):

By: [Signature]  
(Signature, attach evidence of authority to sign)

Name: Matt Bustamante  
(Type or print)

Title: president  
(Type or print)

Attest: [Signature] Corporate Seal  
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is May 2020.

Limited Liability Company – LLC

Name of LLC: \_\_\_\_\_

Name of State under whose Laws the Limited Liability Company

was formed: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Manager)

Name: \_\_\_\_\_  
(Type or print)

Title: \_\_\_\_\_  
(Type or print)

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

County of JOHNSTON

Affidavit of Busco contractors inc.  
(Name of Bidder)

In lieu of compliance with the Owner's Minority Business Participation Goals, I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

Western Transmission Main-phase 2 contract.  
(Name of Project)

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

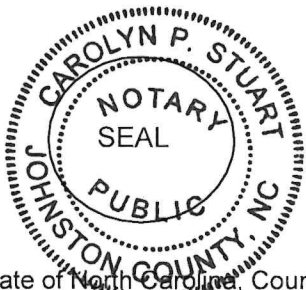
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: 6-9-2026 Name of Authorized Officer: Matt Bustamante

Signature: [Handwritten Signature]

Title: President



State of North Carolina, County of Johnston  
Subscribed and sworn to before me this 9th day of June 2026  
Notary Public Carolyn P. Stuart  
My commission expires 3-24-2031



Attach to Bid Attach to Bid Bidders must provide either Affidavit A or Affidavit B (not both) Attach to Bid Attach to Bid  
**State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts**

County of JOHNSTON

(Name of Bidder)

Affidavit of Busco contractors inc.

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

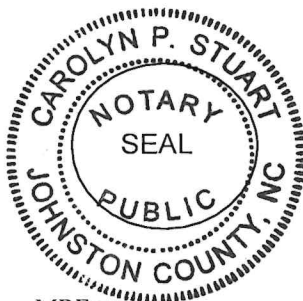
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 6-9-2026

Name of Authorized Officer: Mgt Bustamante

Signature: [Signature]

Title: President



State of North Carolina, County of Johnston

Subscribed and sworn to before me this 9<sup>th</sup> day of June 2026

Notary Public Carolyn P. Stuart

My commission expires 3-24-2031