

# INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti. Public Works Director/ City Engineer

BY: Adib Altallal, Utilities Engineer

CC: Mayor Ekberg
DATE: August 26, 2022

SUBJECT: Tukwila Parkway Emergency Repair

Project No. 22240101

**Construction Contract Award** 

#### **ISSUE**

Approve the award of the Construction Contract to ICON Materials for the project Tukwila Parkway Emergency Repair.

## **BACKGROUND**

On March 30, 2022, at the southeast corner of the intersection of Tukwila Parkway and Andover Park West, the City's 10" caste iron watermain failed. The failure caused extensive damage to a portion of the street and the sidewalk. The water crew worked tirelessly to repair the main. The damages caused by the watermain to the road features could not be repaired inhouse. Temporary repairs were made to the roadway to keep it open until a construction contract could be awarded.

#### **DISCUSSION**

KPG was selected from the on-call engineering roster to perform the emergency design work. Their existing 21-187 overlay contract was modified on June 13<sup>th</sup>, 2022 to include the design work.

KPG completed the design on July 26<sup>th</sup>, 2022. The project documents were advertised the week of July 27<sup>th</sup>, 2022 and August 3<sup>rd</sup>, 2022. Under the supervision of the City Clerk, the bid opening took place on August 10<sup>th</sup>, 2022. Six bids were received and ICON Materials were selected as the low bidder with a total of \$495.595.00.

## **FISCAL IMPACT**

Funding for the construction contract will be provided by the Water Enterprise Fund.

	Cost Estimate	<u>Fund Source</u>	<u>Budget</u>
ICON Contract	\$495,595.00	Water Fund	\$594,714.00
Contingency (20%)	99,119.00		
Total	\$594.714.00		

#### RECOMMENDATION

Council is being asked to approve the award of the Construction Project to ICON Materials for \$594,714.00 and consider this item on the Consent Agenda at the September 12, 2022 Special Council Meeting.

**Attachments:** Bid Tabulation

Recommendation Letter ICON Construction Contract

Construction Bid Documents & Verification





							LOW BI	DDER										
			To	otal	Engineer's	Estimate	CPM Development ( Icon Ma		RW Scott C	onstruction	Puget Paving & Con	struction, Inc.	Miles Resour	ces, LLC	Tucci & So	ns, Inc.	Lakeridge Paving	Company LLC
Bid Item No.	Section No.	Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Total Quar	ntities																	
1	1-04	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00 \$	25,000.00	\$ 25,000.00 \$	25,000.00	\$ 25,000.00 \$	25,000.00	\$ 25,000.00 \$	\$ 25,000.00
2	1-05	Roadway Surveying	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00 \$	25,000.00	\$ 5,694.00 \$	5,694.00	\$ 12,500.00 \$	12,500.00	\$ 3,700.00 \$	\$ 3,700.00
3	1-05	ADA Features Surveying	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00 \$	5,000.00	\$ 5,694.00 \$	5,694.00	\$ 2,500.00 \$	2,500.00	\$ 3,700.00 \$	\$ 3,700.00
4	1-05	Record Drawings (\$5000 min bid)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00 \$	12,000.00	\$ 5,000.00 \$	5,000.00	\$ 5,000.00 \$	5,000.00	\$ 5,000.00	\$ 5,000.00
5	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 240.00	\$ 240.00	\$ 500.00	\$ 500.00	\$ 1,090.00 \$	1,090.00	\$ 6,655.00 \$	6,655.00	\$ 250.00 \$	250.00	\$ 250.00	\$ 250.00
6	1-07	Property Restoration	1	FA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00 \$	2,000.00	\$ 2,000.00 \$	2,000.00	\$ 2,000.00 \$	2,000.00	\$ 2,000.00	\$ 2,000.00
7	1-09	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 57,000.00	\$ 57,000.00	\$ 115,000.00	\$ 115,000.00	\$ 13,675.00 \$	13,675.00	\$ 25,042.00 \$	25,042.00	\$ 41,500.00 \$	41,500.00	\$ 77,000.00	\$ 77,000.00
8	1-10	Project Temporary Traffic Control	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 26,000.00	\$ 26,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00 \$	50,000.00	\$ 37,173.19 \$	37,173.19	\$ 35,000.00 \$	35,000.00	\$ 44,000.00	\$ 44,000.00
9	1-10	Off Duty Uniformed Police Officer	300	HR	\$ 120.00	\$ 36,000.00	\$ 170.00	\$ 51,000.00	\$ 130.00	\$ 39,000.00	\$ 163.00 \$	48,900.00	\$ 132.00 \$	39,600.00	\$ 100.00 \$	30,000.00	\$ 190.00 \$	\$ 57,000.00
10	1-10	Flaggers and Spotters	300	HR	\$ 65.00	\$ 19,500.00	\$ 74.00	\$ 22,200.00	\$ 140.00	\$ 42,000.00	\$ 70.00 \$	21,000.00	\$ 70.75 \$	21,225.00	\$ 76.00 \$	22,800.00	\$ 104.00 \$	\$ 31,200.00
11	2-01	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 35,000.00	\$ 35,000.00	\$ 5,150.00 \$	5,150.00	\$ 1,075.00 \$	1,075.00	\$ 4,000.00 \$	4,000.00	\$ 4,500.00	\$ 4,500.00
12	2-02	Removal of Structures and Obstructions	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 32,000.00 \$	32,000.00	\$ 18,110.00 \$	18,110.00	\$ 40,000.00 \$	40,000.00	\$ 13,000.00 \$	\$ 13,000.00
13	2-03	Unsuitable Foundation Excavation Incl. Haul	100	CY	\$ 90.00	\$ 9,000.00	\$ 97.00	\$ 9,700.00	\$ 65.00	\$ 6,500.00	\$ 215.00 \$	21,500.00	\$ 130.75 \$	13,075.00	\$ 125.00 \$	12,500.00	\$ 150.00 \$	\$ 15,000.00
14	4-04	Crushed Surfacing Top Course	300	TN	\$ 60.00	\$ 18,000.00	\$ 65.00	\$ 19,500.00	\$ 45.00	\$ 13,500.00	\$ 69.00 \$	20,700.00	\$ 96.50 \$	28,950.00	\$ 100.00 \$	30,000.00	\$ 100.00 \$	\$ 30,000.00
15	5-04	Planing Bituminous Pavement	830	SY	\$ 10.00	\$ 8,300.00	\$ 11.50	\$ 9,545.00	\$ 8.00	\$ 6,640.00	\$ 20.00 \$	16,600.00	\$ 16.09 \$	13,354.70	\$ 10.00 \$	8,300.00	\$ 20.00 \$	\$ 16,600.00
16	5-04	Pavement Repair Excavation Incl. Haul	200	CY	\$ 125.00	\$ 25,000.00	\$ 161.00	\$ 32,200.00	\$ 43.00	\$ 8,600.00	\$ 93.00 \$	18,600.00	\$ 247.50 \$	49,500.00	\$ 185.00 \$	37,000.00	\$ 104.00 \$	\$ 20,800.00
17	5-04	HMA Pavement, Cl 1/2" PG 58H-22	500	TN	\$ 350.00	\$ 175,000.00						95,000.00		127,000.00				
18	7-04	Solid Wall PVC Storm Sewer Pipe, 12 In. Diam	10	LF	\$ 165.00	\$ 1,650.00	\$ 235.00	\$ 2,350.00	\$ 210.00	\$ 2,100.00		2,350.00		4,304.50	\$ 150.00 \$	1,500.00	\$ 450.00 \$	\$ 4,500.00
19	7-05	Catch Basin, Type 1	1	EA	\$ 2,500.00	\$ 2,500.00						5,290.00		2,850.00			\$ 4,500.00	
20	7-05	Connection to Drainage Structure	1	EA	\$ 1,000.00	\$ 1,000.00						4,650.00		1,790.00			\$ 1,500.00	
21	7-05	Adjust Manhole	1	EA	\$ 2,500.00	\$ 2,500.00						600.00		1,110.00				\$ 1,300.00
22	7-12	Adjust Water Valve Box	2	EA	\$ 600.00	\$ 1,200.00				\$ 700.00		1,200.00		1,644.00	\$ 2,000.00 \$	4,000.00	\$ 1,000.00	\$ 2,000.00
23	8-01	Erosion/Water Pollution Control	1	FA	\$ 4,500.00	\$ 4,500.00						4,500.00		4,500.00				
24	8-01	Inlet Protection	4	EA	\$ 150.00	\$ 600.00						680.00		528.00				\$ 360.00
25	8-04	Cement Conc. Traffic Curb and Gutter	100	LF	\$ 75.00	\$ 7,500.00						6,500.00		6,000.00				
26	8-04	Cement Conc. Pedestrian Curb	30	LF	\$ 45.00	\$ 1,350.00						1,950.00						
27	8-09	Raised Pavement Marker, Type 1	40	EA	\$ 3.50					\$ 1,200.00				480.00				
28	8-09	Raised Pavement Marker, Type 2	20	EA	\$ 7.00	\$ 140.00						520.00		240.00				
29	8-14	Cement Conc. Sidewalk	40	SY	\$ 225.00	\$ 9,000.00						2,600.00		6,000.00				
30	8-14	Cement Conc. Curb Ramp Type Parallel A	1	EA	\$ 5,500.00	\$ 5,500.00						4,250.00						
31	8-19	Adjust Gas Valve	1	EA	\$ 700.00	\$ 700.00						785.00		852.00				
32	8-20	Traffic Signal Modifications	1	LS	\$ 90,000.00	\$ 90,000.00							\$ 103,200.00 \$	103,200.00		135,000.00	\$ 183,000.00 \$	
33	8-22	Plastic Stop Line	40	LF	\$ 7.00	\$ 280.00						800.00		960.00				
34	8-22	Plastic Crosswalk Line	220	SF	\$ 8.00	\$ 1,760.00						2,860.00		2,112.00				
35	8-22	Plastic Traffic Arrow	2	EA	\$ 500.00	\$ 1,000.00	\$ 110.00	\$ 220.00	\$ 750.00	\$ 1,500.00	\$ 390.00 \$	780.00	\$ 120.00 \$	240.00	\$ 400.00 \$	800.00	\$ 125.00	\$ 250.00
		1	OTAL ESTI	MATED CO	NSTRUCTION COST	\$ 623,620.00		\$ 495,595.00		\$ 563,360.00	\$	570,570.00	9	571,830.39		582,665.00		\$ 678,470.00
1								. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			1			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

\$22,500 Error

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August 12, 2022

City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188

**RE:** Tukwila Parkway Emergency Repair

Dear Mayor & City Council,

As requested, KPG Psomas has completed the verification for CPM Development Corporation DBA ICON Materials for the Tukwila Parkway Emergency Repair for their bid in the amount of \$495,595.00.

We have checked the status of CPM Development Corporation DBA ICON Materials on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed. Additionally, no strikes or debarment records arose federally or statewide regarding CPM Development Corporation DBA ICON Materials. There were no subs to be used.

We phoned the references listed in CPM Development Corporation DBA ICON Materials's bid and spoke to Cindy West from the City of Auburn, and Brenton Cook from the City of Seatac. They both spoke highly of CPM Development Corporation DBA ICON Materials's work ethic and stated that they were very satisfied with the finished product.

KPG Psomas recommends the Tukwila Parkway Emergency Repair be awarded to CPM Development Corporation DBA ICON Materials

We have enclosed the contractor verification package & reference checks for your review.

Sincerely,

KPG Psomas Inc.

Bryce Corrigan, P.E.

Cc:

Enclosures: CPM Development Corporation DBA ICON Materials Verification Package

Contract Number:



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

#### **CONTRACT FOR SERVICES**

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and ICON Materials, hereinafter referred to as "the Contractor," whose principal office is located at 1508 Valentine Ave SE, Pacific, WA 98047-2103.

**WHEREAS**, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. <u>Compensation and Method of Payment</u>. The City shall pay the Contractor for services rendered according to the rate and method set forth on <u>Exhibit A</u> attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$495,595.00.
- 3. <u>Contractor Budget</u>. The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- **4.** <u>Duration of Agreement</u>. This Agreement shall be in full force and effect for a period commencing September 13, 2022, and ending December 31, 2022, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor. Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- **6.** <u>Indemnification</u>. The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 7. <u>Insurance</u>. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
    - 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
    - 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
    - 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
  - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
  - C. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
  - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

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- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

## 8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
- Audits and Inspections. The records and documents with respect to all matters covered by this
  Agreement shall be subject at all times to inspection, review or audit by law during the performance of
  this Agreement.
- **10. <u>Termination</u>.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
- 11. <u>Discrimination Prohibited</u>. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
- **12.** <u>Assignment and Subcontract</u>. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
- 13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

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- 14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila 6200 Southcenter Blvd. Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED thisday of	, 2022.
CITY OF TUKWILA	ICON Materials
Allan Ekberg, Mayor	By: Printed Name and Title:
ATTEST/AUTHENTICATED:	Address:
City Clerk, Christy O'Flaherty	
APPROVED AS TO FORM:	
Office of the City Attorney	

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# **CONTRACT PROVISIONS**

**FOR** 

# **TUKWILA PARKWAY EMERGENCY REPAIR**

Project No. 22240101

Bid Documents
July 2022

Prepared for:

CITY OF TUKWILA 6200 Southcenter Boulevard Tukwila, Washington 98188

Prepared by:



3131 Elliot Avenue, Suite 400 Seattle, WA 98121 206.286.1640 www.kpg.com

# TUWKILA PARKWAY EMERGENCY REPAIR

#### **CITY OF TUKWILA**

6200 Southcenter Boulevard Tukwila, Washington 98188

**Tukwila City Council Members** 

Thomas McLeod, President
Kathy Hougardy
De'Sean Quinn
Kate Kruller
Cynthia Delostrinos Jognson
Tosh Sharp
Mohamed Abdi

# **City Administration**

Allan Ekberg, Mayor
David Cline, City Administrator
Christy O'Flaherty, MMC, City Clerk
Hari Ponnekanti, P.E., Director of Public Works/City Engineer

# **Consulting Engineer**



562tHe, WA 98121 206.286.1640 www.kpg.com



Approved for construction by:

Signature

Date 7/2

Hari Ponnekanti, P.E., Director of Public Works

Bryan Still, Operations Manager

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#### CITY OF TUKWILA CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Tukwila, Washington at the Office of the City Clerk, at Tukwila City Hall, 6200 Southcenter Boulevard, Tukwila, Washington 98188, up to the hour of 9:30 a.m. on Wednesday, August 10, 2022. Bids will be opened and publicly read aloud at 10:00 a.m. on that same day, Wednesday, August 10, 2022.

Due to issues associated with COVID-19 and social distancing, bids can be mailed to Tukwila City Hall OR dropped off on Wednesday morning up until 9:30 a.m. OR a box will also be located outside the double doors at Tukwila City Hall near the flagpole for receipt of bids on the day of the bid opening. Bids will be picked up, with the last pickup being at exactly 9:31 a.m. on Wednesday, August 10, 2022. based on the Atomic Clock in the City's Clerk's Office. Bids will be opened and publicly read aloud, via Microsoft Teams by dialing +1 253-292-9750, Conference ID: 573702720# at 10:00 a.m. on Wednesday, August 10, 2022, for:

#### **TUWKILA PARKWAY EMERGENCY REPAIR** PROJECT NO. 22240101

The work to be performed within 25 working days from the date of Notice to Proceed consists of furnishing all materials. equipment, tools, labor, and other work or items incidental thereto for:

Schedules A will include restoration of asphalt roadway and an intersection corner all within the City of Tukwila. Specific tasks shall include, but are not necessarily limited to: Paving with HMA, Planing bituminous pavement, and pavement repairs; Adjusting surface utilities to grade; Removing traffic loops; Removing and replacing junction boxes and signal pole, including foundations; Installing video detection camera; Installing new channelization; Removing and replacing concrete curbs, sidewalks, and ADA ramps; Providing all necessary traffic control labor and devices; And, other items necessary to complete the Work as shown on the Contract Documents.

Proposals received later than the submittal deadline will not be accepted. The City will not be liable for delays in delivery of proposals due to handling by the U.S. Postal Service or any other type of delivery service. Faxed or emailed submittals will not be accepted.

Each bid shall be in accordance with the bid documents available free of charge on-line through Builders Exchange of Washington, Inc. at http://www.bxwa.com. Click on: "bxwa.com", "Posted Projects"; Public Works"; "City of Tukwila", and "Project Bidding". Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors and Vendors bidding this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require further assistance. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Tukwila City Engineer, at the Public Works Department.

All bid proposals shall be submitted according to the Information for Bidders and be accompanied by a bid proposal deposit in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Tukwila, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the specifications, the bid deposit/bond shall be forfeited to the City of Tukwila.

The City of Tukwila hereby notifies all bidders that it will affirmatively ensure that in any contracts entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The City reserves the right to reject any and all bids or waive any informalities in the bidding and make the award as deemed to be in the best interest of the City.

Project Manager: Adib Altallal Adib. Altallal @TukwilaWA.gov Published Seattle Times: July 27, 2022 and August 3, 2022

Published Daily Journal:

July 27, 2022 and August 3, 2022

#### INFORMATION FOR BIDDERS

The following supplements the information in the Call for Bids:

#### 1. Pre-Bid Conference

A pre-bid conference will not be held for this project.

## 2. Examination of Plans, Specifications, and Site

Before submitting the bid, the Contractor shall carefully examine each component of the Bid Documents prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements. However, the Owner or Consulting Engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigation was made (if any). The availability of this information shall not relieve the Bidder of the duty to examine the project site nor of any other responsibility under the Contract.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

See Section 1-05.14 of the Special Provisions for identification of any other work that is to be performed on or near the project site by others.

#### 3. Property Issues - Permits, Easements, Licenses to Construct

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have 'license to construct'. The easements and license to construct documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and licenses to construct, as he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

# 4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: Adib Altallal, 6300 Southcenter Boulevard, Tukwila, WA 98188, phone 206-240-0633, email <a href="mailto:attention.ndf">adib.attention.ndf</a>. adib.attention.

Questions received less than three (3) days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will posted to the BXWA project site for download by the prospective bidder. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

## 5. Special Schedule Considerations/Sequencing of Work

- The Contractor shall provide a minimum of 72 hours advance notice to adjacent property owners in the event that the Contractor's operation will imped driveway access.
- Contractor shall provide temporary traffic control, driveway access, safe access for pedestrians, and appropriate signing during construction
- Driveways shall be accessible and usable by adjacent residents at the close of each day.
- Contractor shall sequence and control work activities such that work shall not be performed at more than two work sites at any given time except as approved by the Engineer. All locations must have full coverage inspection.

# 6. Wages

Washington State Prevailing Wage rates apply to this project. The Owner requires strict adherence to, and will monitor compliance with, applicable wage rates. Weekly Certified Payrolls are required. All Contractors are responsible for payment of prevailing wages to all "workers employed directly upon the site of the work" under the contract. All Contractors shall provide weekly certified payroll reports that are complete and comply with State law and the conditions set out in the Contract Documents. The Contractor is also responsible for the compliance to the above requirements of all Subcontractors and Sub-Subcontractors. All contractors shall complete and provide all Owner required documentation and forms. Non-compliance with the above requirements will result in denial of the Contractor's application for payment. No exceptions will be made.

#### 7. State Sales Tax (see also APWA GSP 1-07.2 in Special Provisions)

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State sales tax. The Contractor shall include Washington State retail sales taxes in the various unit and lump sum bid prices of the contract, in compliance with State Department of Revenue Rule 171. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work. All tax payments shall be based on actual quantities used, regardless of quantities stated in the Proposal.

## 8. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms is grounds for rejection of the bid. The only exception is if the bidder follows the directions for Bids Submitted on Computer Printouts, following the bid proposal forms.

Sealed bids for this proposal shall be submitted as specified in the Call for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and must be clearly marked with the name and number of the project for which the bid is submitted:

#### BID FOR TUWKILA PARKWAY EMERGENCY REPAIR

All bids will remain subject to acceptance for ninety (90) days after the day of the bid opening.

1-4

- a. **Proposal** Bidders must bid on all items contained in the Proposal. The omission or deletion of any bid item will be considered nonresponsive and shall be cause for rejection of the bid.
- b. Bid Security/Bid Bond Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, certified or cashier's check, or postal money order.

The amount of this security/bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

The Bid Security form included in these Contract Provisions MUST be used; no substitute will be accepted. If an attorney-in-fact signs bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

The deposit of the successful Bidder will be returned provided Bidder executes the Agreement, furnishes satisfactory Payment and Performance Bond covering the full amount of work, and provides evidence of insurance coverage, within ten (10) days after Notice of Award. Should Bidder fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Tukwila as liquidated damages for such failure.

The Owner reserves the right to retain the security of the three (3) lowest bidders until the successful Bidder has executed the Agreement and furnished the bond.

- c. Non-Collusion Affidavit Must be filled in, signed, and notarized.
- d. Responsible Bidder Determination Form
- e. Proposed Equipment and Labor Schedule
- f. Proposed Subcontractors, if required

Regarding forms d, e, and f, the Owner reserves the right to check all statements and to judge the adequacy of the Bidder's qualifications, and to reject Bidder as not responsible based on this information.

#### 9. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Agreement and Payment and Performance Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- a. Agreement Two (2) copies to be executed by the successful Bidder.
- b. Payment and Performance Bond Two (2) copies to be executed by the successful Bidder and its surety company. This bond covers successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. The bond continues in effect at ten percent (10%) of the total price bid for one year after final acceptance of the Work.

The bond form included in these Bid Documents MUST be used; no substitute wiff be accepted. If an Attorney-in-fact signs bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

c. Certificates of Insurance – To be executed by an insurance company acceptable to the Owner, on ACORD Forms. Required coverages are listed in Section 1-07.18 of the Special Provisions (APWA GSP). The Owner and Consulting Engineer retained by Owner shall be named as "Additional Insureds" on the insurance policies.

# Information for Bidders

The above bid and contract documents must be executed by the Contractor's President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Agreement documents.

# PROPOSAL (unit price)

Contractor's Name CPM Development Corporation DBA ICON Materials

Contractor's State License No. ICONM\*\*982CF

City of Tukwila Project No. 22240101

To the Mayor and City Council City of Tukwila, Washington

The undersigned (Bidder) hereby certifies that he personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled TUWKILA PARKWAY EMERGENCY REPAIR, which project includes but is not limited to Hot Mix Asphalt (HMA) pavement repair, planing bituminous pavement, installation of concrete curbs, sidewalks, ramps, installation of traffic loops and junction boxes, signal modification, adjusting surface utilities to grade, installing new channelization and signage, providing all necessary traffic control labor and devices; work for all schedules includes providing temporary erosion/water pollution control and other items necessary to complete the Work as shown on the Contract Documents; and has read and thoroughly understands these Documents which govern all Work embraced in this improvement and the methods by which payment will be made for said Work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (check one) \( \text{D}\) bid bond or \( \text{Cashier}\) cashier's check, \( \text{Certified check}\) or \( \text{D}\) postal money order made payable to the City of Tukwila equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all respects within TWENTY FIVE (25) working days from the date stated in the written Notice to Proceed. If the work is not completed within this time period, Bidder shall pay liquidated damages to Owner as specified in Section 1-08.9 of the Standard Specifications for every working day work is not Physically Complete after the expiration of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

# Tukwila Parkway Emergency Repair

# Project No. 22240101

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. Refer to Division 10 for definition of pay items. Include applicable sales tax shall be included in the various unit and lump sum prices, per section 1-07.2(1) and WAC 458-20-171.

Item No.	Spec	Item Description	Qty	Unit	Unit Price	Amount
1	1-04	Minor Change	1	FA	25000	25000
2	1-05	Roadway Surveying	1	LS	4,200.00	4,200.00
3	1-05	ADA Features Surveying	1	LS	1,800.00	1,800.00
4	1-05	Record Drawings (\$5000 min bid)	1	LS	5,000.00	5,000.00
5	1-07	SPCC Plan	1	LS	240.00	240.00
6	1-07	Property Restoration	1	FA	2000	2000
7	1-09	Mobilization	1	LS	57,000.00	57,000.00
8	1-10	Project Temporary Traffic Control	1	LS	26,000.00	26,000.00
9	1-10	Off Duty Uniformed Police Officer	300	HR	170.00	51,000.00
10	1-10	Flaggers and Spotters	300	HR	74.00	22,200.00
11	2-01	Clearing and Grubbing	1	LS	1,500.00	1,500.00
12	2-02	Removal of Structures and Obstructions	1	LS	12,000.00	12,000.00
13	2-03	Unsuitable Foundation Excavation Incl. Haul	100	CY	97.00	9,700.00
14	4-04	Crushed Surfacing Top Course	300	TN	65.00	19,500.00
15	5-04	Planing Bituminous Pavement	830	SY	11.50	9,545.00
16	5-04	Pavement Repair Excavation Incl. Haul	200	CY	161.00	32,200.00
17	5-04	HMA Pavement, Cl 1/2" PG 58H-22	500	TN	160.00	80,000.00
18	7-04	Solid Wall PVC Storm Sewer Pipe, 12 In. Diam	10	LF	235.00	2,350.00
19	7-05	Catch Basin, Type 1	1	EA	2,000.00	2,000.00
20	7-05	Connection to Drainage Structure	1	EA	240.00	240.00
21	7-05	Adjust Manhole	1	EA	700.00	700.00
22	7-12	Adjust Water Valve Box	2	EA	500.00	1,000.00

# Tukwila Parkway Emergency Repair

# Project No. 22240101

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. Refer to Division 10 for definition of pay items. Include applicable sales tax shall be included in the various unit and lump sum prices, per section 1-07.2(1) and WAC 458-20-171.

Item No.	Spec	Item Description	Qty	Unit	Unit Price	Amount
23	8-01	Erosion/Water Pollution Control	1	FA	4500	4500
24	8-01	Inlet Protection	4	EA	45.00	180.00
25	8-04	Cement Conc. Traffic Curb and Gutter	100	LF	55.00	5,500.00
26	8-04	Cement Conc. Pedestrian Curb	30	LF	60.00	1,800.00
27	8-09	Raised Pavement Marker, Type 1	40	EA	11.00	440.00
28	8-09	Raised Pavement Marker, Type 2	20	EA	11.00	220.00
29	8-14	Cement Conc. Sidewalk	40	SY	140.00	5,600.00
30	8-14	Cement Conc. Curb Ramp Type Parallel A	1	EA	8,600.00	8,600.00
31	8-19	Adjust Gas Valve	1	EA	500.00	500.00
32	8-20	Traffic Signal Modifications	1	LS	100,000.00	100,000.00
33	8-22	Plastic Stop Line	40	LF	22.00	880.00
34	8-22	Plastic Crosswalk Line	220	SF	9.00	1,980.00
35	8-22	Plastic Traffic Arrow	2	EA	110.00	220.00

Total Bid	 495,595.00	

## **Bids Submitted on Computer Printouts**

Bidders, at their option, in lieu of hand writing in the unit prices in figures in ink on the Bid forms above, may submit an original computer printout sheet with their bid, as long as the following requirements are met:

- 1. Each sheet of the computer printout must contain the <u>exact</u> same information as shown on the hard-copy bid form Project Name, Schedule Name, column headings in the order shown, totals, etc.
- 2. The computer printout of the Bid Proposal must have the exact certification language shown below, signed by the appropriate officer of the firm.
- 3. If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, and all addenda that may have been issued, etc.

If any of these things are missing or out of order, the bid may be rejected by the Owner.

The unit and lump sum prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices. If the Bid submitted by the bidder contains both the form on these Bid Proposal sheets, and also a computer printout, completed according to the instructions, the unit bid prices shown on the computer printout will be used to determine the bid.

Put this certification on the last sheet of the Bid computer printout, and sign:

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items contained in this Proposal are the unit and lump sum prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts.

Signed:	
Title: Construction Manager	
Date: August 10th, 2022	

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum		Addendum	
No.	Date of Receipt	No.	Date of Receipt
1		3	
2		4	

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The below signed bidder acknowledges that bids must be complete and submitted for the the entire Bid Schedule A. Partial or incomplete bids will not be considered.

Total Bid Schedule A:

\$ 495,595.00

Note: Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.

The Surety Company which will furnish the required Payment and Performance Bond is

Fidelity & Deposit Company of Maryland of 1299 Zurich Way, Schaumburg, IL 60196-1056

(Name) (Address)

Bidder:

Signature of Authorized Official:

Printed Name and Title:

CPM-Development Corporation DBA ICON Materials

CPM-Development Corporation DBA ICON Materials

Address: 1508 Valentine Ave SE, Pacific, WA 98047-2103

Circle One: Individual / Partnership / State of Incorporation: Washington

Joint Venture / Corporation

Phone No.: (206) 575-3200 Date: July 27th, 2022

This address and phone number is the one to which all communications regarding this proposal should be sent. NOTES:

- 1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
- 2. A bid must be received on all items. If either a unit price or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

# CPM DEVELOPMENT CORPORATION

A CRH Company























#### CERTIFICATE OF AUTHORITY

Please be advised, that the individuals whose names, titles and signatures appear below are authorized to execute proposals, contracts, bonds, and other documents and/or instruments on behalf of CPM Development Corporation, d/b/a ICON Materials. ICON Materials is a CPM Development Corporation trade name.

# Name and Title

Ric Linares, Regional President

Rob Meidinger, General Manager/Vice President

Mark Eichelberger, Construction Manager

Darci Morris, Operations Manager

Steve Eichelberger, Project Manager

Signature

Respectfully submitted,

CPM DEVELOPMENT CORPORATION

Susan L. Devanev Northwest Division CFO

STATE OF WASHINGTON ) ss. COUNTY OF SPOKANE

On this day personally appeared before me Susan L. Devaney, known to me to be the person that executed the foregoing instrument, on behalf of CPM Development Corporation, d/b/a ICON Materials and acknowledged said instrument to be the free and voluntary act of said Corporation for the uses and purposes therein mentioned.

SUBSCRIBED and sworn to before me this 18 day of March, 2022.

MICHELLE M WELCH NOTARY PUBLIC COMM. EXPIRES NOV. 7, 2024 STATE OF WASHINGTON COMMISSION NO. 78431

Signature of Notary Print or Type Name of Notary

NOTARY PUBLIC in and for the State of Washington

Residing at Spokane, WA My Commission expires on

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RID 2F	CURITY
	deposits a Bid Deposit with the City of Tukwila in scheck, or postal money order in the amount of dollars (\$).
C	PR
and Fidelity & Deposit Company of Maryland City of Tukwila (Owner) in the penal sum of dollars (\$5% of Principal and Surety bind themselves, their heirs, e	Corporation DBA ICON Materials (Principal), (Surety), are held and firmly bound unto the Five Percent of Total Bid Amount of Total Bid ), which for the payment of which executors, administrators, successors and assigns, this Bid Bond shall be limited to the penal sum of
Conditions: The Bid Deposit or Bid Bond shall be total bid, including sales tax and is submitted by PTUWKILA PARKWAY EMERGENCY REPAIR, PProposal and Bid Documents.	rincipal to Owner in connection with a Proposal for
Now therefore,	
a. If the Proposal is rejected by Owner, or	
Owner in accordance with the terms of the	shall duly make and enter into an Agreement with Proposal and shall furnish a bond for the faithful ment of all persons performing labor or furnishing or Sureties approved by Owner,
then this Bid Security shall be released; otherwise shall forfeit the Bid Deposit or Surety shall immed Bid Bond, as penalty and liquidated damages.	
The obligations of Surety and its Bid Bond shall be of time within which Owner may accept bids; ar extension.	
Signed and dated this <u>27th</u> day of <u>July</u>	, 20 <u>22</u>
Principal  Signature of Authorized Official  General Manager/VP  Title	Fidelity & Deposit Company of Maryland Surety By Attorney in Fact (Attach Power of Attorney)
Name and address of local office of agent and/or Surety Company:	Fidelity & Deposit Company of Maryland 1299 Zurich Way Schaumburg, IL 60196-1058

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

TUWKILA PARKWAY EMERGENCY REPAIR

JULY 2022

#### **ZURICH AMERICAN INSURANCE COMPANY** COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Rob D. MEIDINGER, Kristin PORTILLO, Susan L. DEVANEY and Mark EICHELBERGER, all of Pacific, Washington, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bid bonds issued on behalf of CPM DEVELOPMENT CORPORATION dba ICON MATERIALS, Pacific, Washington, each in a penalty not to exceed the sum of \$1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERJCAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of June, A.D. 2022.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL

By: Robert D. Murray Vice President

Jawn & Brown

By: Dawn E. Brown

Secretary

#### State of Maryland County of Baltimore

On this 16th day of June, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

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Pug!

#### NON-COLLUSION DECLARATION

STATE OF WASHINGTON	)	
COUNTY OF KING	)	SS.
The undersigned, being first	du	ly s

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Tukwila project named TUWKILA PARKWAY EMERGENCY REPAIR, Project No. 22240101.

Signature of Authorized Official

General Managery P

Title

Signature of Notary Public in and for the State of Washington, residing at Algona

My appointment System 12/01/2025

SEAL NOTARY

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

#### 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

# RESPONSIBLE BIDDER DETERMINATION FORM

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder: <u>CPM Development Co</u>	orporation DBA ICON Materials	S
Address of Bidder: 1508 Valentine Ave	SE	
Pacific	Washington	98047-2103
City	State	Zip Code
Contractor's License No. ICONM**9820	CF WA State UBI No. 601-0	006-854
License Bond Registration No. 8876949	Dept. of L&I Worker's Comp. Acct. No	. 700,174-00
Bidder is a(n): ☐ Individual ☐ Partnershi	ip □ Joint Venture ☑ Incorpora	ted in the state of WA
If Out-of-State Corporation, has Bidder cor	mplied with WA Corporation laws	? 🗌 YES 🗌 NO
List business names used by Bidder during SEE ATTACHED	g the past 10 years if different tha	n above:
	Year	
Bank Reference Bank of America Bank	Lois D. Marshall  Account Officer	(800) 325-6999 ext.35913 Officer's Phone
No. of regular full-time employees: 125		
Number of projects in the past 10 years co	mpleted: 15% ahead of schedule behind schedule	85% on schedule
Total value of contracts in hand (gross): \$_	45 Million	_
Bidder has been in business continuously f	from <u>1960</u>	
Bidder has had experience in work compar	rable to that required for this Proje	ect:
As a prime contractor for62	years.	
As a subcontractor for62	years.	
Describe the general character of work pen Asphalt concrete paving, aggregates, r		
List major equipment anticipated for this pro or leased from others.	pject; state whether Contractor-ow	ned, or if it will be rented
SEE ATTACHED		



# PAST COMPANY NAMES

The current business name, ICON Materials, (dba of CPM Development Corporation) has been in use since January 1, 2002. The company was formed April 1998 to purchase the assets and continue the operations of M.A. Segale, Inc. a Washington Corporation since 1960.

CPM Development Corporation DBA ICON Materials Jan. 1, 2002 to Present

ICON Materials, Inc. June 2000 to Dec 2001

Oldcastle NW, Inc., d/b/a M.A. Segale, Inc. April 1998 to June 2000

M. A. Segale, Inc. Startup 1960 to April 1998

Major Equipment Detailed List						
Qty	Description	Model	Model Yr	Age	Condition	
10	3 Axle Pup Trailer	Peerless	1991	25	Good	Own
4	3 Axle Pup Trailer Transfer	Reliance	2007	9	Good	Own
4	3 Axle Pup Trailer Transfer	Reliance	2006	10	Good	Own
2	3 Axle Pup Trailer Transfer	Reliance	2005	11	Good	Own
2	3 Axle Pup Trailer Transfer	Sturdyweld	2012	4	Excellent	Own
3	4 Axle Pup Trailer	Sturdyweld	2006	10	Good	Own
1	Booster w/ Pintle Hitch	Superior	2010	6	Excellent	Own
1	Detachable Lowboy Trailer	Superior	2010	6	Excellent	Own
2	Side Dumps	Trail King	2007	9	Good	Own
1	Grove Hyd Crane 40 Ton	RT740	1980	36	Good	Own
1	Pettibone Hyd Crane 35 Ton	RT35	1976	40	Good	Own
1	Tymco Sweeper	600BAH	2007	9	Good	Own
1	John Deere Dozer	JD650LGP	2005	13	Good	Own
1	JD Backhoe Landscraper	210LE	1998	18	Good	Own
2	CAT Off-Hwy Dump Trucks	773B	1993	23	Good	Own
1	CAT Off-Hwy Dump Trucks	773B	1990	26	Good	Own
1	CAT Off-Hwy Dump Trucks	773B	1981	35	Good	Own
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1	Rahco Grader	140H	2004	14	Very Good	Own
1	Hitachi Mini Excavator	50ZTS	2005	13	Very Good	Own
1	Cat Backhoe	420	2013	5	Excellent	Own
70	Maint. & Operation Vehicles	Various	2016	2	Excellent	Own
1	Freightliner Dump Truck	FLD/TM	2005	11	Good	Own
5	Freightliner Dump Truck	FLD/TM	2006	10	Good	Own
4	Freightliner Dump Truck	FLD/TM	2007	9	Good	Own
1	Kenworth Dump Truck	T800B	1997	19	Good	Own
1	Mack Dump Trucks	RD688S	1998	18	Good	Own
2	Western Star Dump Trucks	49F/TM	2012	4	Excellent	Own
2	Western Star Tractors	49S/DS	2007	9	Good	Own
2	Western Star Lowboy Tractors	4900SA	2010	6	Excellent	Own
2	International Distributors	Bearcat	1995	21	Good	Own
1	Road Widener	Midland	2006	12	Very Good	Own
1	RoadTec Shuttlebuggy	SB2500D	2006	12	Good	Own
1	Weiler Transfer Machine	E2850	2017	1	Excellent	Lease
1	CAT Paver	AP1055B	2003	15	Good	Own
1	CAT Paver	AP1055E	2012	6	Excellent	Own
1	CAT Paver	AP1055D	2008	10	Excellent	Own
1	CAT Paver	AP555E	2010	8	Excellent	Own
1	CAT Paver	AP555E	2016	2	Excellent	Own
1	Volvo Paver	PF6110	2009	8	Very Good	Own
2	CAT Grade Rollers	CS563C	1995	23	Good	Own

1	Writgen Milling Machine	W1200ET	2004	T 47	Tu 0 1	10
		W1200FT	2001	17	Very Good	Own
5	Truck Scales & (2 Portables)	30 to 150 Ton			Excellent	Own
1	Auburn Asphalt Plant	Gencor			Very Good	Own
1	Seattle Asphalt Plant	StanSteel/Gencor			Very Good	Own
1	Complete Crushing Plant	Metso/JCI			Excellent	Own
1	Cat Excavator	320LLR	2010	8	Very Good	Own
1	Cat Excavator	345D	2011	7	Very Good	Own
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2	CAT AC Rollers (15 Ton)	CB54B	2016	2	Excellent	Lease
1	CAT AC Roller (15 Ton)	CB54XW	2013	5	Very Good	Own
1	CAT AC Roller (15 Ton)	CB434D	2012	6	Very Good	Own
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2	3 Axle Tilt Trailers	Dump Trk	1999	17	Good	Own
1	2 Axle Lowboy Trlr	Trail King	1999	17	Good	Own
1	3 Axle Lowboy Trlr	TrailKing	1999	17	Good	Own

(Project Manager, Principal Fo	oreman, Superinten	dents, and Engine	ers):	
<u>Name</u>	<u>Title</u>	<u>.</u>	How Long V	<u>Vith Bidder</u>
Bill Johnson	Construction Su	uperintendent	35 Year	'S
Steve Nelson	Paving Manage	er .	3 Year	'S
Lauren Worrel	Paving Superin	tendent	4 Year	rs
Ray Babcock	Paving Forema	<u>n</u>	26 Year	rs
Attach a resume outlining the licensed in the State of Washi Surveyor's Name: O'Bun C  List all other anticipated sub experience working with these	ngton (a PLS)? [ o contractors Bidder	X Yes □ No		
Subcontractor	Scope	e of Work		No of Previous Contracts Worked with Bidder
Transportation Systems, 1	inc. Curb,	gutter, sidewolk		10 +
G&G Inc.				10 +
Grandup Rood construction		ng		10+
Northwest Traffic In		Ding		10+
List all those projects of similar a reference for each. Any attamust have at least 10 years' expressions and the second	nature and size con ached preprinted pro	npleted by Bidder v oject listing must inc	vithin the past	nformation. Bidder

Completed	<u>Amount</u>	Owner/Reference Name and Phone
	:	
-		
	Completed	Completed Amount

#### Project Manager SAMPLE LISTING OF MAJOR PROJECTS, Thru - 2022

OWNER/GENERAL NAME/LOCATION	PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/	COMPLETION	CONTACT	P/S	FED\$ Y/N
King County		Excavation, Grading, Concrete,		Est August	Leeann Snyder		
Seattle, WA	SE Kent Kangley RD @ Landsburg RD SE	Electrical (Signale), Traffic Control  Excavation, Planing, Concrete,	\$202,222	2022	208-263-3517	Prime	No
City of Algona Algona, WA	2022 Overlay Project	Asphalt Paving, Aggregates Striping, Traffic Control	\$168,000	Est August 2022	Brian Sourwine 206-284-0860	Prime	No
Burlington Northern Santa Fe	South Seattle Intermodal Facility	Asphalt paving, Milling, Striping	\$1,982,347	Est 2025	Calvin Nutt 206-625-6150	Sub	No
City of Enumclaw Enumclaw, WA	2022 Pavement Preservation	Paving, Grinding, Utilities, Striping, CTB	\$601,349	Est August 2022	Dwayne Walker 360 615-5730	Prime	No
City of Federal Way Federal Way, WA	2022 Asphall Overlays	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$3,212,302	Est 2023	John Cole	Prime	No
Pierce County	Sumner-Buckley Highway East	Paving, Grading, Utilties, Guardrail, Traffic Control	\$1,098,239	Est Sept 2022	Bruce Dammeler 253 798-7477	Prime	No
City of Kent Kent, WA	2021 Asphalt Overlays	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$5,064,977	Est 2022	Chad Bieren 253 856-5500	Prime	No
Sierra Construction Co Woodinville, WA	CenterPoint Site Vert Construction	Asphalt Paving	\$543,438	Est 2022	Kris Milarii 503 332-1163	Sub	No
Pivetta Brothers Sumner, WA	CP1922 Lead Service Line Replacement	Asphalt Paving	\$528,354	EST 2022	Nathan Walker 253 442-9732	Sub	Yes
Scarsella Bros Seattle, WA	SR99 Alaska Way Viduct - Replacement South Access	Asphalt Paving	\$643,254	EST 2022	Julie Printz 253 872-7173	Sub	No
Jansen Inc Belingham, WA	Madison Street Bus Rapid Transit	Asphalt Paving	\$648,159	Est 2023	Mark White 360 319-0091	Sub	Yes
City of Auburn Auburn, WA	Lakeland Hills Way Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$1,210,442 / \$1,163,074	11/2021	Cindy West 253 931-3010	Prime	No
City of Seatac Seatac, WA	2021 Overlays Project	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals), Milling	\$886,020	Spring 2022	Brenton Cook 206 586-2107	Prime	No
BNSF Railway Tukwila, WA	South Seattle Intermodal Facility	Asphalt Paving, Milling, Paving Fabric	\$1,982,347	Spring 2022		Prime	No
Scarsella Bros, Inc Seattle, WA	2021 Airfield Pavement & Supporting Infrastructure Seatac Airport	Asphalt Paving	\$719,000 / \$601,854	11/2021	Julie Printz 253 872-7173	Sub	No
City of Tukwila Tukwila, WA	Andover Park East Water Main Pavement Repair Tukwila, WA	Excavation, Concrete, Utility Adj., Asphalt Paving	\$143,155 / \$114,158	1/2021	Scott Bates 206 431-2193	Prime	No
Pennon Construction Co., Inc Seattle, WA	Pacific Gateway Bldgs 2,3,4,5 & 6 Kent, WA	Asphalt Paving, Aggregates	\$1,079,684		Josh Boettner 206 687-6318	Sub	No
Goodfellow Bros. Kihel, HI	Remote Aircraft Diecing SeaTac Airport	Asphalt Paving	\$804,500 / \$583,214	6/2021	Dennis Diteman 425 466-3898	Sub	Yes
Pennon Construction Co., Inc Seattle, WA	PSE Puyallup Service Center 5807 Milwaukee Ave East, Puyallup	Ashalt Paving	\$504,913		Dave Scott 360 701-9479	Sub	No
Pennon Construction Co., Inc Seattle, WA	PSE Kent Substation Operations 8001 South 212th Street, Kent	Asphalt Paving	\$512,870 / \$503,830	June 2021	Kaleb Kingman 360 918-3033	Sub	No
Gary Merlino Construction Co., Inc Seattle, WA	Terminal 18 1131 SW Klickitat Way, Seattle	Asphalt Paving	\$327,973 / \$498,024	11/2021	Mark Ruth 206 762-9125	Sub	No
Port of Seattle Seattle, WA	Terminal 46 Pavement Rehabilitation Port of Seattle	Paving, Grinding, Survey, Excavation, Crack Seal	\$1,611,320 / \$2,230,900	1/2021	Valarie Jarvi 206 787-7665	Prime	Yes
King County Seattle, WA	2020 Countywide Pavement Preservation Various Locations within King County	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$6,177,518 / \$6,041,061	5/2021	Paul Moore 206 423-1081	Prime	No
Skanska USA Building Inc Seattle, WA	Pioneer Elementary 2301 M Street SE, Auburn	Asphalt Paving	\$552,636 / \$542,646	7/2021	Kyle York 206 418-9318	Sub	No
City of Enumclaw Enumclaw, WA	2020 Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$576,574 / \$600,548	7/2020	Dwayne Walker 360 615-5730	Prime	No
Jansen, Inc Bellingham, WA	Deiridge Way SW - Rapidride H Line Deirideg Way SW & SW Brandon St	Asphalt Paving	\$637,609	Fall 2022	Grant Jansen 360 933-4807	Sub	No
City of Kent Kent, WA	Meet Me On Meeker/Riverbend Driving Range Imp.	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$2,305,304 /\$2,129,417	10/2021	Timothy LaPorte 253 856-5500	Prime	No
Washington State D.O.T. Seattle, WA	C/N 9489 Interstate 5, Sea-Tac NB Weigh Station	Asphalt Paving, Excavation Planing, Concrete, Electrical	\$339,698 / \$279,198	7/2020	Edward Kane 206 768-5861	Prime	No
Kiewit Infrastructure West Co Federal Way	Federal Way Link Extension (FWLE) Design Build	Asphalt Paving	\$6,087,835	EST 2023	lan Enright 757 630-5049	Sub	No

#### Project Manager SAMPLE LISTING OF MAJOR PROJECTS, Thru - 2022

OWNER/GENERAL NAME/LOCATION	PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/ FINAL AMT	DATE	CONTACT	P/S	FEI Y/
King County Seattle, WA	2019 Countywide Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$4,931,536 / \$4,392,253	9/2020	Paul Moore 206 423-1061	Prime	No
Stellar Group, Inc Jacksonville, FL	Sysco Seattle Facility Expansion	Grading, Paving, Grinding	\$1,223,115 / \$403,332		Tari Casey 904 574-2906	Sub	No
Absher Construction Co Puyallup, WA	Auburn Elementary School #15	Asphalt Paving	\$449,203 / \$447,603	9/2020	Mike McCanna 253 446-3339	Sub	No
Pivetta Brothers Construction Sumner, WA	A Street SE Preservation	Asphalt Paving	\$528,600 / \$399,548	5/2020	Jeremy Fudge 206 396-5525	Sub	Yes
Skanska USA Building Inc Seattle, WA	Dick Scobee Elementary School BP #02050	Asphalt Paving	\$419,698 / \$429,895	8/2020	Kyle York 206 418-9318	Sub	No
SEACON, LLC Issaquah, WA	Poulsbo RV, Sumner	Aggregate & Asphalt Paving	\$571,200 / \$706,188	8/2020	Mike Telkamp 425 677-0869	Sub	No
City of Auburn Auburn, WA	2019 Citywide Patching and Overlay	Paving, Grading, Utilities, Concrete, Striping, Traffic Control	\$838,078 / \$878,181	5/2020	Jal Carter 253 804-5288	Prime	No
Flatiron West, Inc, Lane Construction Corp JV Renton, WA	1405 Renton to Bellevue Widening & Express Toll Lanes	s Asphalt Paving	\$24,867,502	2025		Sub	No
Strider Construction Bellingham, WA	BNSF Orillia automotive Facility & Kent Intermodal Facility	Asphalt Paving	\$2,224,116 / \$2,038,233	7/2019	Nathan Andersh 360 380-1234	Sub	No
Kiewit Infrastructure west Co Federal Way, WA	SR99 Demolition, Decommissioning & Surface Street Project	Grinding, Patching Backfill	\$491,865 / \$710,092	11/2019	Jeff Kittle 425 301-7970	Sub	No
Washington State DOT Seattle, WA	SR99 Roy Street to N 145th Street	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$15,205,127 / \$12,575,500	9/2020	Mike Askarian, PE 206 768-5861	Prime	Yes
IR Hayes Corporation √aple Valley, WA	Forest Canyon Estates	Paving	\$695,948	Fall 2020	Jeff Thomas 425 392-5722	Sub	No
King County Seattle, WA	2018 Vashon Highway Pavement	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$4,803,683 / \$4,660,249	5/19	Dave Nadal 206 477-3626	Prime	No
Jansen, Inc Bellingham, WA	2018 AAC Package #2	Asphalt Paving	\$909,040 / \$836,809	5/19	Grant Jansen 360 933-4807	Sub	No
City of Auburn Auburn, WA	15th Street NE/NW Preservation	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$2,124,739 / \$2,525,288	11/18	Kim Truong, PE 253 804-5059	Prime	Yes
City of Kent Cent, WA	2018 Asphalt Overlays	Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$1,754,376 / \$1,531,008	11/18	Drew Holcomb PE 253 856-5500	Prime	No
Sity of Tukwila ukwila, WA		Asphalt Paving, Excavation Planing, Concrete, Electrical (Signals)	\$955,946 / \$896,834	9/18	David Sorensen PE 206 431-3653	Prime	No
ilty of Algona Igona, WA	Pacific Avenue North (Ellingson Road	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$333,540 / \$331,395	6/17	Brian Sourwine 206 284-0860	Prime	No
eary Merlino Construction Co., Inc eattle, WA	2018 Taxiway Improvements	Asphalt Paving	\$1,954,250 / \$2,127,055	9/18	Rhuel Reedy 206 255-2626	Sub	Yes
raham Contracting, LTD ellevue, WA	Pacific Highway South HOV Lanes Phase V	Asphalt Paving	\$1,659,665 / \$1,969,966	9/18	Greg Ritke 425 691-3591	Sub	
A Carey Corporation saquah, WA	2014 County Safety Selection	Asphalt Paving	\$675,571 / \$660,941	5/17	Steve Murdoch 425 392-8016	Sub	Yes
ity of Auburn uburn, WA		Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$827,290 / \$665,202	12/17	Jai Carter 253 804-5288	Prime	Yes
'A State DOT lympiua, WA	SR 410, White River Bridge to SR 164	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$1,988,350 / \$1,976,056	12/17	Timothy LaPorte 253 856-5500	Prime	Yes

#### Project Manager SAMPLE LISTING OF MAJOR PROJECTS, Thru - 2022

OWNER/GENERAL NAME/LOCATION	PROJECT NAME/LOCATION	CLASS OF WORK	CONTRACT AMT/ FINAL AMT	COMPLETION DATE	CONTACT	P/S	FED\$ Y/N
City of Renton Renton, WA	2017 Street Patch & Overlay w/Curb Ramps	Excavation, Paving, Grading, Utilties, Concrete, Electrical (Signals)	\$1,669123 / \$1,707,048	12/17	Jayson Grant 425 430-7400	Prime	No
City of Tukwila Tukwila, WA	2017 Overlay Program	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$659,441/\$526,510	9/17	Robin Tischmak 206 433-0179	Prime	No
Gary Merlino Constr. Co Seattle, WA	IS NB 260th St to Duwamish River Br	Asphalt Paving	\$8,717,258	6/18	Steve Simmons 206 255-2619	Sub	No
MidMountain Contractors Kirkalnd, WA	IS SB South 320th St to Duwarnish River Bridge	Asphalt Paving	\$4,686,500 / \$3,988,940	9/15	Dave Stumbaugh 206 346-4356	Sub	No
King County Procurement Seattle, WA	2016 Countywide Pavement Preservation	Excavation, Paving, Grading, Utilities, Concrete, Electrical (Signals)	\$6,933,884 /	12/17	Mark Hoge 206 263-9325	Prime	No

List all projects undertaken in the last 10 years which have resulted in partial or final settlement of the Contract by arbitration or litigation in the courts: Total Claims Amount of Contract Arbitrated Settlement Name of Client and Project Amount or Litigated of Claims We (ICON Materials) were involved with litigation against our subcontractor due to subcontractor's damage to property. Has Bidder, or any representative or partner thereof, ever failed to complete a contract? If yes, give details: ☑ No □ Yes Has Bidder, or any representative or partner thereof, been assessed with liquidated damages within the past 5 years? ☑ No ☐ Yes If yes, give details: Has Bidder, or any representative or partner thereof, ever been indicted, pled guilty, pled no contest, or been convicted of any offense that has resulted in your firm being barred from bidding or performing work for any State, Local or Federal agency? ☑ No ☐ Yes If yes, give details: Has Bidder, or any representative or partner thereof, ever been indicted, pled guilty, pled no contest, or been convicted of any illegal restraints of trade, including collusive bidding? If yes, give details: ☑ No ☐ Yes Has Bidder ever had any Payment/Performance Bonds called as a result of its work? ☑ No ☐ Yes If yes, please state: **Bond Amount** Project Name Contracting Party Has Bidder ever been found guilty of violating any State or Federal employment laws? ☑ No ☐ Yes If yes, give details:

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? ☑ No ☐ Yes ☐ If yes, give details: ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐		
☑ No □ Yes If yes, does the Bidder have an Revenue?	_	•
or other insurance company for	accidents resulting in fatal inju	
<u>Date</u>	Type of Injury	Agency Receiving Claim
		<del></del>
Attach additional sheets as need	led.	
accurate to the best of his/her kr	nowledge. The undersigned au	
Signature of Bidder	Men (	
Title: Construction Manager		st 10th, 2022

# PROPOSED EQUIPMENT AND LABOR SCHEDULE

(Use additional sheets if required)

Equipment to be used:

DESCRIPTION/TYPE	YEAR	CONDITION	OWN/RENT
SEE ATTACHED			
			<i>y</i>

Labor to be used: General foreman, paving foreman, paving superintendent,
topside, screedman, roller operators, rakers, general laborers, excavator
operator, traffic control, flaggers, TCS.
· · · · · · · · · · · · · · · · · · ·

CPM Development Corporation DBA ICON Materials

Name of Bidder

Signature of Authorized Official

General Manager/VP

Title

		ment Corporation I	tailad I !-+			T
O+1/	Description	ajor Equipment De Model		^	Condition	
Qty 10	3 Axle Pup Trailer	Peerless	Model Yr	Age	Condition	0
4	3 Axle Pup Trailer  3 Axle Pup Trailer Transfer		1991	25	Good	Own
4		Reliance	2007	9	Good	Own
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2	3 Axle Pup Trailer Transfer		2005	11	Good	Own
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1	Detachable Lowboy Trailer					-
2	Side Dumps	Superior Trail King	2010	9	Excellent	Own
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1	Pettibone Hyd Crane 35 Ton	RT35	1980	36	Good	Own
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4	CAT GLAGE KOHELS	C3303C	1333	23	Juuu	OWII

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1	3 Axle Lowboy Trlr	TrailKing	1999	17	Good	Own

### PROPOSED SUBCONTRACTORS

### Name of Bidder CPM Development Corporation DBA ICON Materials

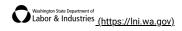
In accordance with RCW 39.30.060 as amended, every bid that totals \$1 million or more shall include below the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

The successful Bidder must have the written permission of the Owner to make any change to this list.

# Percent of total bid to be performed by Bidder <u>45.6</u>%

Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
Transportation systems, Inc.	25, 26, 29, 30	77 × 3.8%
GSG, Inc.	35	17 %
•	15,16	2 %
Northwest Troffic, Inc.	27, 28, 33, 34, 35	0.8%
O'Bunco	2,3	_1 >
	<u> </u>	

8/11/22, 11:57 AM ICON MATERIALS



# **Contractors**

### **ICON MATERIALS**

Owner or tradesperson

Principals

GAUGER, JAMES DEAN, PRESIDENT

MADDEN JR, JOHN JAMES, VICE

**PRESIDENT** 

LEWIS-DEVANEY, SUSAN GAIL, VICE

**PRESIDENT** 

Franz, Paul, VICE PRESIDENT

Shogren, John Nicholas, VICE PRESIDENT

Nudell, Kimberly Sue, SECRETARY

**BROWN II, CHARLES** 

RODNEY, TREASURER

PARSON, JOHN W, DIRECTOR

CYR, BRUCE, PRESIDENT

(End: 01/27/2006)

SHAFFER, JEFFREY S, PRESIDENT

(End: 09/04/2013)

RADICH, JIM, VICE PRESIDENT

(End: 09/04/2013)

MURPHY, MARK DANIEL, VICE PRESIDENT

(End: 11/30/2015)

SALISBURY, PAUL DOUGLAS, SECRETARY

(End: 11/30/2015)

O'DRISCOLL, MICHAEL G, DIRECTOR

(End: 11/30/2015)

Doing business as **ICON MATERIALS** 

WA UBI No.

601 006 854

Business type

**Corporation**Governing persons

DAN

MURPHY

J TIMOTHY MURPHY; MICHAEL K MURPHY;

1508 VALENTINE AVE SE PACIFIC, WA 98047

206-575-3200

**KING County** 

### License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

**Construction Contractor** 

Active

Meets current requirements.

License specialties

**GENERAL** 

License no.

ICONM\*\*982CF

Effective — expiration 02/06/2002— 02/07/2024

Bond

FIDELITY & DEP CO OF MARYLAND

\$12,000.00

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Bond account no.

8876949

Received by L&I Effective date 02/12/2007 02/06/2007

02/06/2007
Expiration date
Until Canceled

Insurance

Liberty Mutual Fire Insurance \$2,000,000.00

Policy no.

TB2C81004095111

Received by L&I Effective date 08/30/2021 09/01/2021 Expiration date 09/01/2022

### Insurance history

#### Savings

No savings accounts during the previous 6 year period.

### Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

#### L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

#### **License Violations**

No license violations during the previous 6 year period.

### **Certifications & Endorsements**

#### **OMWBE Certifications**

No active certifications exist for this business.

### **Apprentice Training Agent**

Registered training agent. Check their eligible programs and occupations.

### Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

700,174-00

Self Insured.

This business is certified to cover its own workers' comp costs. No premiums due.

Doing business as

### CRH AMERICAS

Estimated workers reported

### N/A

L&I account contact

- Email: @Ini.wa.gov

### **Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

### **Contractor Strikes**

No strikes have been issued against this contractor.

### Contractors not allowed to bid

No debarments have been issued against this contractor.

### Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

03/03/2020

Violations

Inspection no.

**317958019** Location

1351 S Wenatchee Ave Wenatchee, WA 98801 8/11/22, 11:57 AM ICON MATERIALS

Inspection results date Violations 07/26/2019 Inspection no. 317954462 Location Argone and Sinto Spokane Valley, WA 99212 Inspection results date No violations 10/05/2017 Inspection no. 317946154 Location 2010 N Sullivan Rd Spokane, WA 99212 Inspection results date Violations 01/25/2017 Inspection no. 317941807 Location 12905 E. Sprague Ave Spokane, WA 99220 Inspection results date No violations 09/16/2016 Inspection no. 317941530 Location 1508 Valentine Ave SE Pacific, WA 98047

# Washington State Department of Revenue



# **Business Lookup**

# **License Information:**

New search Back to results

**Entity name:** CPM DEVELOPMENT CORPORATION

**Business** 

**ICON MATERIALS** 

name:

**Profit Corporation Entity type:** 

**UBI #:** 601-006-854

**Business ID:** 001

**Location ID:** 0009

Location: Active

**Location address:** 1508 VALENTINE AVE SE

PACIFIC WA 98047-2103

**Mailing address:** PO BOX 3366

SPOKANE WA 99220-3366

**Excise tax and reseller permit status:** Click here

**Secretary of State status:** Click here

**Endorsements** 

**Endorsements held a License # Count** 



Filter

**Status** 

**Expiration** First issua

70

Endorsements held a	License # Count	Details	Status	Expiration First issua
Milton General Business - Non- Resident	9331		Active	Jul-31-20: Nov-15-2
Minor Work Permit			Active	Jul-31-20; Feb-26-2
Newcastle General Business - Non- Resident			Active	Jul-31-20: Dec-16-2
Normandy Park General Business - Non-Resident			Active	Jul-31-20: Feb-25-2
North Bend General Business - Non-Resident	15322.0		Active	Jul-31-20; Dec-22-2
Orting General Business - Non- Resident	17949		Active	Jul-31-20; Feb-06-2
Pacific General Business	101095		Active	Jul-31-20; Oct-27-2
Puyallup General Business - Non- Resident	2007756		Active	Jul-31-20; Jul-27-20
Sammamish General Business - Non-Resident			Active	Jul-31-20: Jul-13-20
SeaTac General Business - Non- Resident			Active	Jul-31-20: Jun-12-2

Endorsements held a License # Count D	etails Status	Expiration First issua
Sumner General Business - Non- Resident	Active	Jul-31-20; Aug-06-2
Tukwila General Business - Non- Resident	Active	Jul-31-20; Mar-27-2
University Place General Business - Non-Resident	Active	Jul-31-20; Dec-15-2(
Wilkeson General 58 Business - Non- Resident	Active	Jul-31-20; Jan-13-20

# Governing People May include governing people not registered with Secretary of State

Filter	
Governing people	Title
DEVANEY, SUSAN L.	Secretary, Treasurer
FRANZ, PAUL	Vice President
HOLT, TROY	Vice President
KLOSTERMAN, K. C.	Vice President
LEMONS, JEREMIAH	Vice President
LINARES, RICARDO	President
MADDEN, JOHN	Vice President
	( <b>v</b> )

1:59 AM	V	vasnington State Department of	Revenue	
Governing people		Title		
MCBREEN, MICHAEL		Vice President		
MCCALL, WILLIAM		Vice President		
MEIDINGER, ROB		Vice President		
PARSON, SCOTT W.				
SMITH, STEVEN J.		Vice President		
STOVER, DANIEL				
Registered Trade	Names		Filter	
Registered trade names	Status			First issued
ACME MATERIALS & CONSTRUCTION CO	Active			Sep-19-2017
CENTRAL PRE MIX CONCRETE COMPANY	Active			Jul-27-2010
CENTRAL PREMIX CONCRETE CO	Active			Jun-13-2008
CENTRAL PRE-MIX CONCRETE CO.	Active			Jan-03-2002
CENTRAL WASHINGTON CONCRETE	Active			Jan-03-2002
CPM DEVELOPMENT CORPORATION	Active			Apr-10-2012

Sep-19-2017

**GRAHAM & MORRIS** 

Active

Registered trade names	Status	First issued
ICON MATERIALS	Active	Jan-03-2002
INLAND ASPHALT COMPANY	Active	Jan-03-2002
RIVERBEND MATERIALS	Active	May-07-2018
SALEM ROAD AND DRIVEWAY	Active	Jun-27-2014
VALLEY READY-MIX	Active	Feb-06-2003
WENATCHEE SAND & GRAVEL	Active	Jan-03-2002
WINDSOR ROCK PRODUCTS	Active	May-09-2019
YAKIMA ROCK PRODUCTS	Active	Sep-19-2017

# **View Additional Locations**

The Business Lookup information is updated nightly. Search date and time: 8/11/2022 11:58:54 AM

**Contact us** 



# Take our survey!

Don't see what you expected?

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8/11/22, 12:02 PM SAM.gov | Entity

An official website of the United States government Here's how you know



You have 2 new alerts

Show / Hide Alerts



Download Follow

Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification

# **CPM DEVELOPMENT CORPORATION**

Unique Entity ID

NX3KGMR7P617

CAGE/NCAGE

0RV52

**Registration Status** 

**Expiration Date** 

**Active Registration** 

Apr 28, 2023



### Review Debt Subject to Offset

Purpose of Registration

**All Awards** 

**Physical Address** 

1508 Valentine AVE SE Pacific, Washington 98047-2103, United States

**Mailing Address** 

PO Box 3366 Spokane, Washington 99220, United States

### Version

**Current Record** 

### **BUSINESS INFORMATION**

Doing Business As

**ICON MATERIALS** 

**URL** 

www.iconmaterials.com &

State / Country of Incorporation Washington, United States

**Division Name** 

(blank)

**Division Number** 

(blank)

Congressional District

**Washington 08** 

# **Registration Dates**

**Activation Date** 

Mar 31, 2022

**Submission Date** 

Mar 29, 2022

**Initial Registration Date** 

Dec 21, 2016

### **Entity Dates**

**Entity Start Date** 

Dec 31, 2001

Fiscal Year End Close Date

Dec 31

### **Immediate Owner**

CAGE

6PWR1

Legal Business Name

**OLDCASTLE MATERIALS, INC.** 

### **Highest Level Owner**

**CAGE** 

SXX19

Legal Business Name

**CRH PLC** 

### **Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### **Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

# **SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

### **ENTITY TYPES**

### **Business Types**

**Entity Structure** 

**Corporate Entity (Not Tax Exempt)** 

**Organization Factors** 

**Foreign Owned** 

**Entity Type** 

**Business or Organization** 

**Profit Structure** 

**For Profit Organization** 

### **Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### FINANCIAL INFORMATION

Accepts Credit Card Payments

Yes

Debt Subject To Offset (What is this?)

Yes

### **Account Details**

**EFT Indicator** 

0000

**CAGE Code** 

0RV52

# **POINTS OF CONTACT**

8/11/22, 12:02 PM SAM.gov | Entity



1508 Valentine AVE SE Pacific, Washington 98047 United States

### **Government Business**



1508 Valentine AVE SE Pacific, Washington 98047 United States

ROB MEIDINGER, MR.

1508 Valentine AVE SE Pacific, Washington 98047 United States



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