

City of Tukwila *Transportation and Infrastructure Services Committee*

- Tosh Sharp, Chair
- ✤ Kate Kruller
- Mohamed Abdi

Distribution: K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)	City Attorney (email) Clerk File Copy Share pkt pdf on SharePoin to A. Le, C. O'Flaherty, A. Youn Email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, L. Humphrey

AGENDA

Monday, May 15, 2023 – 5:30 pm Hybrid Meeting – Onsite and Virtual

DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND FLR

MS Teams: Click here to join the meeting

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 478777930#

	ltem		Recommended Action	Page
1.	PRESENTATIONS			
2.	BUSINESS AGENDA			
	 a) S 152nd St Watermain Replacement & Extension Project – Construction Bid Award (A. Altallal) 	a)	Forward to the 05/22/23 Special Consent Agenda	Pg. 1
	 b) Foster Point Bridge – Bridge Rail Repair/Replacement (A. Cox) 	b)	Forward to the 05/22/23 Special Consent Agenda	Pg. 39
	 c) 42nd Ave S Bridge Replacement Project-60% Plans and Estimate (P&E) Update (A. Cox) 	c)	Forward to the 05/22/23 Committee of the Whole	Pg. 51
3.	MISCELLANEOUS			

Next Scheduled Meeting: June 5, 2023

b The City of Tukwila strives to accommodate individuals with disabilities. Please contact the Public Works Department at **206-433-0179** for assistance.





Public Works Department - Hari Ponnekanti, Director/City Engineer

INFORMATIONAL MEMORANDUM

TO:	Transportation and Infrastructure Services Committee
FROM:	Hari Ponnekanti, Public Works Director/City Engineer
BY:	Adib Altallal, Utilities Engineer
CC:	Mayor Allan Ekberg
DATE:	May 12, 2023
SUBJECT:	S 152 nd St Watermain Replacement & Extension Project
	Project No. 91640103
	Construction Bid Award

<u>ISSUE</u>

Approve construction bid award with HCON Incorporated for the S 152nd St Watermain Replacement & Extension Project.

BACKGROUND

In 2022, the City contracted with BHC Consultants as the design consultant for the S 152nd St Watermain Replacement & Extension Project under Contract No. 22-007. This project is part of the larger watermain improvements in the Tukwila Hill area identified in the Comprehensive Plan, which included Macadam Rd Watermain Replacement and will include S 149th St & S 150th St Watermain Replacements in 2024.

DISCUSSION

A call for bids was advertised for the S 152nd St Watermain Replacement & Extension Project on April 17, and April 24, 2023. Seven bids were opened on May 2, 2023, and the confirmed lowest bidder was HCON Incorporated with a bid of \$1,389,700.88. The engineer's estimate was \$1,350,475.06.

FINANCIAL IMPACT

Construction costs associated with the S 152nd St Watermain Replacement & Extension Project will be 100% funded by the water enterprise fund. City staff will address construction management (CM) inhouse in order compensate for the potential increase in construction costs.

<u>Cost Esti</u>	<u>mate</u>	Construction and CM Budget
Contract Contingency – 15% Total	\$1,389,700.88 <u>\$208,455.13</u> \$1,598,156.01	\$1,750,000.00

RECOMMENDATION

Council is being asked to approve the construction award with HCON Incorporated in the amount of \$1,389,800.88 (plus contingency) for the S 152nd St Watermain Replacement & Extension Projects and consider this item on the Consent Agenda at the May 22, 2023 Special Meeting.

Attachments: 2023 CIP, Page 55 HCON Construction Contract Bid Tabulation

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

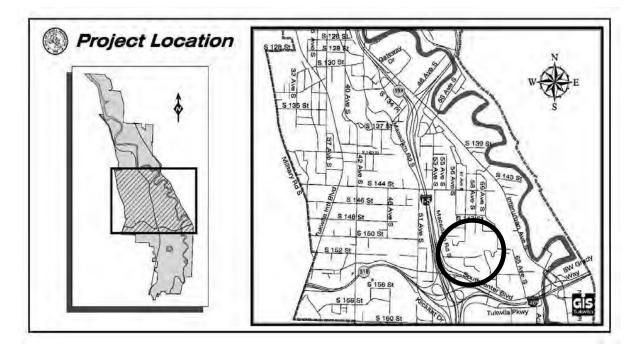
2023 to 2028

PROJECT:	S 152nd Street Waterline Extension & Replacement	Project No.	91640103
DESCRIPTION:	Design and construct 2,000 LF of 12" ductile iron waterline in S 152nd Place f	rom Macadam	Rd. to Sunwood Blvd.
JUSTIFICATION:	The proposed waterline will also meet fire flow requirements.		
STATUS:	Easement acquisitions will be needed.		

MAINT. IMPACT: Reduce water quality issues by removing a dead-end and upsizing existing main.

COMMENT: Planned to be combined with S 152nd Street Waterline Replacement project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design		195	130							325
Land (R/W)										0
Const. Mgmt.			250							250
Construction			1,500							1,500
TOTAL EXPENSES	0	195	1,880	0	0	0	0	0	0	2,075
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	195	1,880	0	0	0	0	0	0	2,075
TOTAL SOURCES	0	195	1,880	0	0	0	0	0	0	2,075



Issued for Bid



CONTRACT PROVISIONS

FOR

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION

Project Number: 916 401 03

April 2023

Prepared for:

CITY OF TUKWILA 6200 Southcenter Boulevard Tukwila, Washington 98188

Prepared by:

CONSULTANT



BHC Consultants, LLC 1601 Fifth Ave. Suite 500 Seattle, WA 98101 (206) 505-3400 www.bhcconsultants.com

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

The following supplements the information in the Call for Bids:

1. 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.

2. 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 they 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.

3. 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, 6200 Southcenter Boulevard, Tukwila, WA 98188, phone (206) 240-0633.

Questions received less than two (2) 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 be posted on Builder's Exchange of Washington and registered plan holders notified by email. 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.

It is the intent of the Owner to award the project to the lowest responsible BIDDER for the total price bid.

4. Special Schedule Considerations/Sequencing of Work

Night work will be allowed with prior approval from the Owner.

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5. Wages

Washington State Prevailing Wage rates apply to this project. <u>The Owner requires strict</u> <u>adherence to, and will monitor compliance with, applicable wage rates. Weekly</u> <u>Certified Payrolls are required</u>. 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 with the above requirements of all Subcontractors and Sub-Subcontractors. All contractors shall complete and provide all Owner required documentation and forms. <u>Non-compliance with the above requirements will result in</u> <u>denial of the Contractor's application for payment.</u> No exceptions will be made.

7. State Sales Tax

See APWA GSP 1-07.2 in the Special Provisions.

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 TUKWILA S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03

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

- 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.

- (\mathcal{T} c. Non-Collusion Affidavit Must be filled in, signed, and notarized.
- 🕢 d. Responsible Bidder Determination Form
 - Certificate of Compliance with Wage Payment Statutes
 - **Proposed Equipment and Labor Schedule**
 - Proposed Subcontractors, if required

Regarding forms d, e, f, and g, 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 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.

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.

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.

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03

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BID DOCUMENTS

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03

APRIL 2023

PROPOSAL

(unit price)

Contractor's Name HCON Incorporated

Contractor's State License No. HCONII*820DM

City of Tukwila Project Nos. 916 401 03

To the Mayor and City Council City of Tukwila, Washington

The undersigned (Bidder) hereby certifies that they personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION, which project includes, but is not limited to:

Construction of approximately 1,700 linear feet of 12-inch ductile iron watermain on S 152nd Street, and through two easements across private parcels, along with hydrants, valves, services, and other appurtenances. The work also includes installation of one 12-inch check valve vault assembly, connections to the existing water system, trench repair and HMA overlay.

The undersigned further certifies that they have read and thoroughly understand 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*) X bid bond or \Box cash, \Box cashier's check, \Box certified check, or \Box 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 **120** calendar 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 calendar 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.

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03 P-1

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION

PROJECT NUMBER 916 401 03

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.

BID SCHEDULES

SCHE	DULE A:	WATERMAIN IMPROVEMENTS				
ITEM NO.	SPEC	ITEM DESCRIPTION	QTY		UNIT PRICE	TOTAL AMOUNT
A1	1-09.14	Mobilization & Demobilization	1	LS	\$100,000.00	\$100,000.00
A2	1-09.14	Unexpected Site Changes	1	FA	\$ 55,000.00	\$ 55,000.00
A3	1-09.14	Construction Surveying and Staking	1	LS	\$8500.00	\$8500.0 0
A4	1-09.14	Arborist*	32	HR	\$70.00	\$2240.00
A5	1-09.14	Potholing To Locate Utilities Not Shown on Plans*	50	EA	\$400.00	\$20,000.00
A6	1-09.14	Project Temporary Traffic Control	1	LS	\$75,000.00	\$75,000.00
A7	1-09.14	Tree Removal for Water Main, with Stump Grinding	1	EA	\$9000.00	\$9000.00
A8	1-09.14	Tree Removal for Commercial Meter, with Stump Grinding*	1	EA	\$9000.00	\$9000.00
A9	1-09.14	Hydro-excavation/Vactor*	60	LF	\$115.00	\$6900.00
A10	1-09.14	Trench Safety	1	LS	\$3500.00	\$3500.00
A11	1-09.14	Controlled Density Fill*	30	CY	\$350.00	\$10,500.00
A12	1-09.14	Crushed Surfacing	1,600	TN	\$25.00	\$40,000.00
A13	1-09.14	Extra Trench Excavation*	10	CY	\$1.00	\$10.00
A14	1-09.14	Hot Mix Asphalt Patch	460	TN	\$190.00	\$87,400.00
A15	1-09.14	Hot Mix Asphalt Overlay	53	TN	\$125.00	\$6625.00
A16	1-09.14	Asphalt Planing	455	SY	\$10.00	\$4550.00
A17	1-09.14	6-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	33	LF	\$140.00	\$4620.00
A18	1-09.14	8-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	81	LF	\$170.00	\$13,770.00
A19	1-09.14	12-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	1,723	LF	\$155.00	\$267,065.00
A20	1-09.14	Additional Ductile Iron Fittings, Restrained Joint*	1,400	LB	\$3.00	\$4200.00
A21	1-09.14	1-In. Combination Air Release/Air Vacuum Assembly*	2	EA	\$5000.00	\$10,000.00

ITEM NO.	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A22	1-09.14	Connection to Existing Watermain	5	EA	\$4600.00	\$23,000.00
A23	1-09.14	6-in. Gate Valve	1	EA	\$1500.00	\$1500.00
A24	1-09.14	8-in. Gate Valve	6	EA	\$2100.00	\$12,600.00
A25	1-09.14	12-in. Gate Valve	12	EA	\$3750.00	\$45,000.00
A26	1-09.14	8-in. Tapping Tee and Valve	1	EA	\$12,500.00	\$12,500.00
A27	1-09.14	400/360 Check Valve Assembly, Including Vault	1	LS	\$50,100.00	\$50,100.00
A28	1-09.14	Fire Hydrant Assembly	7	EA	\$9100.00	\$63,700.00
A29	1-09.14	1-In. Water Service	1	EA	\$4000.00	\$4000.00
A30	1-09.14	1.5-In. Water Service	5	EA	\$6000.00	\$30,000.00
A31	1-09.14	2-In. Water Service	2	EA	\$6500.00	\$13,000.00
A32	1-09.14	3-In. Water Service	1	EA	\$15,000.00	\$15,000.00
A33	1-09.14	Erosion and Water Pollution Control	1	LS	\$6500.00	\$6500.00
A34	1-09.14	Restoration and Cleanup	1	LS	\$17,000.00	\$17,000.00
A35	1-09.14	Remove and Replace Concrete Sidewalk and Driveway	60	SY	\$95.00	\$5700.00
A36	1-09.14	Remove and Replace Concrete Curb and Gutter	200	LF	\$52.00	\$10,400.00
A37	1-09.14	Removal of Structures and Obstructions	1	LS	\$28,000.00	\$28,000.00
			SUBTO	TAL,	SCHEDULE A	\$1,075,880.00
Washington State Sales Tax (10.1%)						\$108,663.88
TOTAL SCHEDULE A						\$1,184,543.88

* Denotes contingent items of work per Special Provisions Section 1-04.4

ITEM		ITEM			UNIT	TOTAL
NO.	SPEC	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
B1	1-09.14	Construction Surveying and Staking	1	LS	\$11,000.00	\$11,000.00
B2	1-09.14	Removal of Structures and Obstructions	1	LS	\$15,600.00	\$15,600.00
B3	1-09.14	Roadway Excavation Incl. Haul*	110	CY	\$50.00	\$5500.00
B4	1-09.14	Crushed Surfacing	60	TN	\$38.00	\$2280.00
B5	1-09.14	Hot Mix Asphalt Patch	60	TN	\$255.00	\$15,300.00
B6	1-09.14	Hot Mix Asphalt Overlay	550	TN	\$135.00	\$74,250.00
B7	1-09.14	Asphalt Planing	4,310	SY	\$8.00	\$34,480.00
B8	1-09.14	Cement Conc. Traffic Curb and Gutter	227	LF	\$45.00	\$10,215.00
B9	1-09.14	Cement Conc. Pedestrian Curb	70	LF	\$38.00	\$2660.00
B10	1-09.14	Extruded Curb	13	LF	\$250.00	\$3250.00
B11	1-09.14	Cement Conc. Sidewalk	46	SY	\$82.00	\$3772.00
B12	1-09.14	Cement Conc. Curb Ramp Type Parallel A	26	SY	\$225.00	\$5850.00
B13	1-09.14	Cement Conc. Curb Ramp Type Modified Parallel	20	SY	\$300.00	\$6000.00
B14	1-09.14	Permanent Signing	1	LS	\$5500.00	\$5500.00
B15	1-09.14	Pavement Markings	1	LS	\$9500.00	\$9500.00
SUBTOTAL, SCHEDULE B						\$205,157.00
Washington State Sales Tax (0%, Per State Sales Tax – Rule 171)						\$0.00
TOTAL SCHEDULE B						\$205,157.00

* Denotes contingent items of work per Special Provisions Section 1-04.4

TOTAL SCHEDULE A	\$1,184,543.88
TOTAL SCHEDULE B	\$205,157.00
TOTAL AMOUNT (SCHEDULES A AND B)	\$1,389,700.88

Total Bid Price in Words: One

One Million, three hundred eighty nine thousand, seven hundred dollars & eighty eight cents

Bids Submitted on Computer Printouts

Bidders, at their option, in lieu of handwriting 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:

- Each sheet of the computer printout must contain the exact 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: HCON Inc Owner/President	
Date: 5/2/2023	

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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	NA	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.

It is understood that Owner may accept or reject all bids.

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

Propel Insurance (Name)	of <u>601 Union St. Seattle, WA</u> (Address)	78101
Bidder: HCON Incorporated		
Signature of Authorized Official:		
Printed Name and Title:	Joshuah Helm, HCON Inc Owner/President	
Address:	312 E Pioneer Puyallup, WA 98372	
Check One: 🔲 Individual 🗌 Partn	ership State of Incorporation: Washington	
🗌 Joint Venture 🛛 🗙	orporation	
Phone No.: 253-268-3060	Date:5/2/2023	

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

NOTES:

- 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 <u>or</u> extension for one or more bid item(s), the proposal will be rejected.

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BID SECURITY

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the City of Tukwila in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of ______ dollars (\$ ______).

-- OR --

Bid Bond: The undersigned, HCON Incorporated

(Principal), and Lexon Insurance Company	(Surety), are held and firmly
bound unto the City of Tukwila (Owner) in the penal sum of	
Five Percent (5%) of Bid Amount	dollars
(\$ 5% of Bid Amount), which for the payment of which Princip	oal and Surety bind themselves,

(\$_5% of Bid Amount ____), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Owner in connection with a Proposal for S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION, Project No. 916 401 03, according to the terms of the Proposal and Bid Documents.

Now therefore,

- a. If the Proposal is rejected by Owner, or
- b. If the Proposal is accepted and Principal shall duly make and enter into an Agreement with Owner in accordance with the terms of the Proposal and shall furnish a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any <u>such</u> extension.

Signed and dated this <u>2nd</u> day of <u>May</u>	, 20_23
HCON Incorporated	Lexon Insurance Company Surety
	By algora J. Lopez
Signature of Authorized Official	Alyssa J. Lopez, Attorney in Fact
HON INC. Principal Jouner	(Attach Power of Atterney)
Name and address of local office of	Propel Insurance
agent and/or Surety Company:	601 Union Street, Suite 3400
	Seattle, WA 98101

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

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03



SOMPO INTERNATIONAL

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Aliceon A. Keltner, Cynthia L. Jay, Eric A. Zimmerman, James B. Binder, Brandon K. Bush, Jacob T. Haddock, Diane M. Harding, Jamie L. Marques, Carley Espiritu, Christopher Kinyon, Brent E. Heilesen, Annelies M. Richie, Holli Albers, Michael S. Mansfield, Sara Sophie Sellin, Donald Percell Shanklin Jr., Misti M. Webb, Kari Michelle Motley, Bryan Richard Ludwick, Tamara A. Ringeisen, Dana Marie Brinkley, Amelia G. Burrill, Katharine J. Snider, Amber Lynn Reese, Justin Dean Price, Julie R. Truitt, Sherri W. Hill, Lindsey Elaine Jorgensen, Alyssa J. Lopez, Alexa Manley, Lois F. Weathers, Terrie L. Conard as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation Endurance American Lexon Insurance Company Bond Safeguard Insurance Company Insurance Company 1.10 And 10 Bv: By: By: By · / Richard Appel; SVP & Senior Counsel Richard Appel; SVP & Senior Counsel Richard Appel; SVP-&, Senior Counsel Richard Appel; SVP.8 Senior Counsel GUNRD INSUR ssurance ican Insu ORPORA APORT) SAFE SOUTH DAKOTA S F DNOS INSURANCE 2002 1996 COMPANY DELAWARE DEL AWARE ACKNOWLEDGEMENT On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is at officer of each

of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by days of each Company.

CERTIFICATE

P.M.M.MILLE MM ()4 181 Bv. Amy Taylor, Notary Public My Commission Expires 3/9/27 "HOSON COURS

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

: and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company.'

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of

20 23 Daniel S. Lurie, retary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

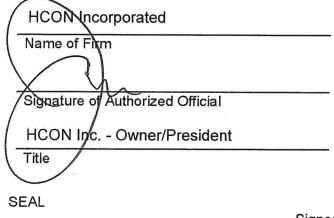
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

NON-COLLUSION DECLARATION

STATE OF WASHINGTON

) ss. COUNTY OF KING)

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 S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION, Project No. 916 401 03.



)



Signed and sworn to before me:

Dated 5/2/2023

• M

(Signature) Maranda Forhan

(Print Name)

Notary Public in and of	d for the State	Washington
Commission Expires:	12/11/2024	

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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.

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RESPO	ONSIBLE BIDDER	DETERMINATION FOR	VI
Attach additional sheets as n	ecessary to fully p	rovide the information req	uired.
Name of Bidder:HCON Inc			
Address of Bidder:312 E F	Pioneer	ж.	
Puyallup		NA	98372
<i>City</i> Contractor's License NoHC	CONII*820DM	State WA State UBI No604	Zip Code 4-225-872
License Bond Registration N			No. 667,714-00
Bidder is a(n): Individual	└ Partnership └ d in the state of └] Joint Venture Vashington	
List business names used by			nan above:
Bidder has been in business	continuously from _		
Bank Reference Umpqu	a Bank	Year Elise Vanderlinda	253-305-1982
	Bank	Account Officer	Officer's Phone No.
No. of regular full-time employ	yees:		
Number of projects in the pas	t 10 years complete	ed: <u>13</u> ahead of schedu <u>Ø</u> behind schedule	le 11 on schedule
Bidder has had experience in As a prime contractor for	work comparable t 5	o that required for this Proyears.	oject:
As a subcontractor for	5	_ years.	
List the supervisory personne project (Project Manager, Prir			
<u>Name</u> Jesse Otterstetter	Foren	<u>Title</u> nan	How Long <u>With Bidder</u> 4
Mike Weis	Superint	endent	5
Name the Surveyor to be used Attach a resume outlining the licensed in the State of Washi	experience and qua		
S 152 ND STREET WATERMAIN REPLACEMENT & EXTENSIO PROJECT NUMBER 916 401 03	DN		April 2023

AZUR GREN Surveyor's Name:

List all those projects, of similar nature and size, completed by Bidder within the past 10 years. **Include a reference for each.** Any attached preprinted project listing must include all this information. Bidder must have at least 10 years' experience working on projects of similar nature and size.

Project Name Occidental Ave S Seatac S 221st	Year <u>Completed</u> 2021 2021	Contract <u>Amount</u> \$432K \$638K	Owner/Reference <u>Name and Phone</u> Dan O'Brien 206-391-2489 Ptete Kang 206-641-1306
LWSD 1st Ave	2020	\$1.7 M	Andrew Weygrandt 253-941-1516
Lakewood Water 112th	2022	\$478K	lan Black 253-588-4423
1			

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:

Name of Client and Project	Contract <u>Amount</u>	Total Claims Arbitrated <u>or Litigated</u>	Amount of Settlement <u>of Claims</u>
Has Bidder, or any representative or X No Yes If yes, give detail		/er failed to complete	
Has Bidder ever had any Payment/Pe X No Yes If yes, please sta		called as a result of it	ts work?
Project Name	Contractir	ng Party	Bond Amount
S 152ND STREET			

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03

Has Bidder ever be 🛛 No 🗌 Yes	en found guilty of violating any If yes, give details:	State or Feder	al employment laws?
Has Bidder ever file insolvency laws?	ed for protection under any prov X No	vision of the fed details:	leral bankruptcy laws or state
Has any adverse le ⊠ No	gal judgment been rendered ag If yes, give details:	gainst Bidder in	the past 5 years?
Compensation or ot	of its employees filed any claim her insurance company for acc the past 5 years? X No	cidents resulting	j in fatal injury or
Date	Type of Injury		Agency Receiving Claim
The undersigned wa accurate to the best verify all information	arrants under penalty of Perju of his/her knowledge. The und contained herein.	iry that the fore lersigned autho	going information is true and rizes the City of Tukwila to
Signature of Bidder			
Title: <u>HCON Inc.</u> -	owper/president	Date: _	5/2/2023

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CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, <u>May 2, 2023</u>, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

certify under penalty of perjury und true and correct.	ler the laws	of the State of Washin	gton that the foregoing is
HCON Incorporated			
Bidder's Business Mame			
Signature of Authorized Official* Joshuah Helm			
Printed Name HOON Inc owner/president			
Title 5/2/2023	Puyall	up	WA
Date	City		State
Check One: Sole Proprietorship	rship 🗌	Joint Venture 🗌	Corporation 🛛
State of Incorporation, or if not a corp	poration, Sta	ate where business en	tity was formed:
Washington			

If a co-partnership, give firm name under which business is transacted:

*If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, proposal must be executed by a partner.

PROPOSED EQUIPMENT AND LABOR SCHEDULE (Use additional sheets if required)

Equipment to be used:

DESCRIPTION/TYPE	YEAR	CONDITION	OWN/RENT
T880 Dump Truck	2021	Good	Own
CAT 310 Excavator	2021	Good	Own
CAT 308 Excavator	2020	Good	Own
CAT 420 Backhoe	2019	Good	Own
Deere 245 Excavator	2018	Good	Own

Labor to be used: Site development, underground untility contractor, and heavy civil

Construction

heavy equip. operators +1990ers truck driver ofeman 5 man HCON Incorporated Name of Bidder Signature of Authorized Official HCON Inc. - owner/president Title

S 152ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03

APRIL 2023

PROPOSED SUBCONTRACTORS

Name of Bidder HCON Incorporated

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: structural steel installation, rebar installation, electrical, heating, ventilation, air conditioning and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28, and, 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. Prime Contractor must declare if they intend to perform any of these items.

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>NA</u>%

Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
NA	Structural steel	
NA	rebar install	
NA	electrical	
NA	hvac	
NA	plumbing	
WORK TO BE PERFO	DRMED BY PRIME CONTRACTOR	
NA		
S 152 ND STREET WATERMAIN REPLACEMENT & EXTENSION PROJECT NUMBER 916 401 03		APRIL 2023

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Paul E. Green

409 East Pioneer Puyallup, Washington 98372 (253) 770-3144

Experience

Owner, Director of Engineering and Land Planning Azure Green Consultants, LLC

> Owner of firm providing real estate development feasibility, land planning, engineering and surveying services.

President and Director

Falk & Green General Contractors, Inc

General contractor engaged in construction of apartment projects. Projects include Lipoma Townhomes and Edgewood Heights Apartments.

Managing Member

Brookdale PDD, LLC

Manager in the acquisition and entitlement approvals of residential subdivision.

Designated Broker

Pacific Realty Consultants

Owner/broker of firm providing real estate development consultation and brokerage services to limited clientele.

General Partner

L & P Investments

One of two general partners of investment partnership. L & P Investments is a partnership that acquires and/or develops income properties or properties for sale for its own account or in partnership with other entities.

Engineering Manager

LeRoy Surveyors & Engineers, Inc.

Responsible for administration of land use and engineering services as well as client and agency contact.

1992 to 2010

Puyallup, Washington

1992 to Present

1992 to 2006

Puyallup, Washington

Puvallup, Washington

Puyallup, Washington

2006 to Present Puyallup, Washington

2016 to Present

2016 to Present

Puyallup, Washington

Azure Green Surveyor - as requested

President

FWE, Inc.

President of Washington corporation. Corporation is a development and investment firm that acquires, develops, and manages income properties for its own account or in partnership with other entities.

President

First Western Equities, Inc.

President of Washington corporation. Corporation is a development and investment firm that acquires, develops, and manages income properties for its own account or in partnership with other entities.

President	1986 to 1992
Paul Green & Associates of Washington, Inc.	Bellevue, Washington

President of Washington corporation. Corporation engages in development consultation, real estate acquisition, financing and development.

Managing Partner

HG Investments

1984 Oregon, Washington & California

One of two managing partners of investment partnership with six partners. HG Investments purchased two existing shopping centers, a State of Oregon office building, and an existing apartment project. HG Investments also purchased a site in Vancouver and a site in Sacramento for the development of apartment projects. HG Investments formed a joint venture with Portland Fixture Company for the purchase and development of a regional mall and a strip commercial site.

Managing Partner

Sunset Research Park

Managing partner in the acquisition, financing, annexation, zoning, subdividing and resale of an 80 acre research park, 22 acre commercial site and a residential planned development subdivision in Corvallis, Oregon.

Engineer and Principal

Paul Green & Associates, Inc.

Principal in civil engineering/land surveying consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, photogrammetry, surveying, structural engineering, building plans, engineering studies, construction administration, and preparation of engineering plans and specifications. The firm was extensively involved in land use planning related to comprehensive plans and compliance with Oregon's statewide land use planning goals and guidelines. The firm employed as many as 35 employees in the engineering, surveying, architectural and land use disciplines and provided services in Oregon, California, Washington, Nevada, and Arizona.

1981 to 1986 Corvallis, Oregon

Corvallis, Oregon

1983

Bellevue, Washington

1987 to 1991

1988 to 1992 Bellevue, Washington **General Partner** Schroff 4

> General partner in the acquisition, financing, annexation, zoning, subdividing and resale of a 100 acre residential subdivision property in Philomath, Oregon.

General Partner

Schroff 5

General partner in the acquisition, financing, annexation, zoning and resale of 70 plus acre mixed use ocean front site in Newport, Oregon.

Residential Developer

Ling Green & Heilig

Managing partner in the acquisition, financing, development and sale of individual lots in a 39 lot residential subdivision in Dallas, Oregon.

Engineer and Principal

Ling, Green & Associates, Inc.

Principal in civil engineering/land surveying consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, photogrammetry, surveying, structural engineering, building plans, engineering studies, construction administration, and preparation of engineering plans and specifications. Responsible for preparation of engineering drawings, specifications and studies, structural calculations, building plans, construction surveying, construction inspection, land survey research, land survey computations, land use planning, presentations at public hearings and supervision of personnel.

Engineer and Principal

Ling, Yinger & Green

Principal in civil engineering/land surveying consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, photogrammetry, surveying, structural engineering, engineering studies, construction administration, and preparation of engineering plans and specifications. Responsible for preparation of engineering drawings, specifications and studies, structural calculations, construction surveying, construction inspection, land survey research, land survey computations, land use planning, presentations at public hearings and supervision of personnel.

Residential Developer Paul Green

> As a principal entered into a real estate sale and purchase agreement for the conditional acquisition of a proposed subdivision property in Corvallis, Oregon. Prepared land use documents including planned development plans, preliminary plats, etc. related to the development of the subject property.

1976 to 1977 Corvallis, Oregon

Newport, Oregon

Dallas, Oregon

1978 to 1980

Corvallis, Oregon

1980 Philomath, Oregon

1976 Corvallis, Oregon

1978

1979

Employed by civil engineering/land surveying consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, surveying, engineering studies, construction administration, and preparation of engineering plans and specifications. Responsibilities included preparation of engineering drawings, specifications and studies, construction surveying, construction inspection, land survey research. land survey computations and supervision of personnel.

Design Engineer

Design Engineer

Ling & Yinger

Ling & Associates

Employed by civil engineering consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, surveying, engineering studies, construction administration, and preparation of engineering plans and specifications. Responsibilities included preparation of engineering drawings, specifications and studies, construction surveying and construction inspection.

Education

1965 to 1966 Electrical Engineering Major Oregon State University Corvallis, Oregon **Mathematics Major** 1966 to 1967 University of Oregon Eugene, Oregon **Mathematics Major** 1967 to 1968 Oregon College of Education Monmouth, Oregon 1968 to 1972 **Civil Engineering Graduate Oregon State University** Corvallis, Oregon

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Ling, McCullough, Bryant & Yinger

Employed by civil engineering/land surveying consulting firm that provided services to municipalities, State and Federal agencies and private developers. Services included land use planning, photogrammetry, surveying, engineering studies, construction administration, and preparation of engineering plans and specifications. Responsibilities included preparation of engineering drawings, specifications and studies, construction surveying, construction inspection, land survey research, land survey computations, land use planning and supervision of personnel.

> 1973 to 1974 Corvallis, Oregon

1974 to 1975 Corvallis, Oregon

1971 to 1972 Corvallis, Oregon

Design Engineer

Professional Licenses

Professional Engineer:		
Arizona	1987	License No. 20596
California	1976	License No. 26210
Nevada	1985	License No. 6915
Oregon	1977	License No. 9159
Washington	1984	License No. 22420
Professional Land Surveyor: Oregon	1977	License No. 1521
Real Estate Broker: Washington	1992	270-08 GR-EE-NP-E530J2

of Tukwila 2nd Water Main Replaceme	ent & Extension	Low bidder Error														
		Engineer's	Estimate		HCON Incorporated	Indenth	Excavation	Kar-Vel Construc	tion	Northwest Cascade	Ine	RW Scott		Strickland & Sons		Loose Underground
Item No.	Spec. Item Description	Engineer's Quantity Unit		Total Amount	Quantity Unit Unit Price Total Amount								Total Amount		Total Amount	Laser Underground Quantity Unit Unit Price Total Am
Rom Ho.	Bid Schedule A - Water Improvements	quantity	011111100	10tal Allount	quantity one one rotar Anoant	quantity	Child Philod	quantity one one of	ioo Total Allount	durinity of the officer			Total Allount		Total Amount	
A1	1-09.14 Mobilization & Demobilization	1 LS	\$ 59,000	\$ 59,000	1 LS \$ 100,000 \$ 100,000	1 LS	\$ 100,000 \$ 100,000	1 LS \$ 116	5,000 \$ 116,000	1 LS \$ 16	5,773 \$ 165,773	1 LS \$ 150,000	\$ 150,000	1 LS \$ 119,845.20	\$ 119,845.20	1 LS \$ 80,000 \$ 8
A2	1-09.14 Unexpected Site Changes	1 FA :	\$ 55,000	\$ 55,000	1 FA \$ 55,000 \$ 55,000	1 FA	\$ 55,000 \$ 55,000	1 FA \$ 55	5,000 \$ 55,000	1 FA \$ 5	5,000 \$ 55,000	1 FA \$ 55,000	\$ 55,000	1 FA \$ 55,000.00	\$ 55,000.00	1 FA \$ 55,000 \$ 5
A3	1-09.14 Construction Surveying and Staking	1 LS 5	\$ 7,000		1 LS \$ 8,500 \$ 8,500	1 LS	\$ 7,500 \$ 7,500	1 LS \$ 10	0,000 \$ 10,000	1 LS \$	4,400 \$ 4,400	1 LS \$ 5,350	\$ 5,350	1 LS \$ 14,300.00	\$ 14,300.00	1 LS \$ 15,000 \$
A4	1-09.14 Arborist*	32 HR	\$ 120		32 HR \$ 70 \$ 2,240	32 HR	\$ 250 \$ 8,000	32 HR \$	50 \$ 1,600	32 HR \$	150 \$ 4,800	32 HR \$ 160	\$ 5,120		\$ 7,360.00	32 HR \$ 140 \$
A5	1-09.14 Potholing To Locate Utilities Not Shown on Plans*	50 EA	\$ 350		50 EA \$ 400 \$ 20,000	50 EA	\$ 1,000 \$ 50,000	50 EA \$	10 \$ 500	50 EA \$	575 \$ 28,750	50 EA \$ 220.05	\$ 11,003	50 EA \$ 425.01	\$ 21,250.50	50 EA \$ 800 \$ 4
A6 47	1-09.14 Project Temporary Traffic Control	1 LS	\$ 53,000			1 LS	\$ 60,000 \$ 60,000		0,000 \$ 40,000		7,000 \$ 117,000	1 LS \$ 100,000	\$ 100,000	1 LS \$ 121,448.81		1 LS \$ 60,000 \$ 6
70	1-09.14 Tree Removal for Water Main, with Stump Grinding	1 EA	\$ 2,500			1 EA	\$ 3,000 \$ 3,000 \$ 3,000 \$ 3,000		,500 \$ 1,500 500 \$ 1,500		2,300 \$ 2,300	1 EA \$ 2,675	\$ 2,675	1 EA \$ 3,850.00		1 EA \$ 4,500 \$
A8 A9	1-09.14 Tree Removal for Commercial Meter, with Stump Grinding* 1-09.14 Hydroexcavation/Vactor*	1 EA	\$ 2,500 \$ 115			1 EA	\$ 3,000 \$ 3,000	1 EA \$ 1	1,500 \$ 1,500 70 \$ 4,200	1 EA \$	2,300 \$ 2,300 185 \$ 11,100	1 EA \$ 2,675	\$ 2,675	1 EA \$ 3,850.00 60 LE \$ 128.75	\$ 3,850.00 \$ 7,725.00	1 EA \$ 4,500 \$ 60 LF \$ 80 \$
A9 A10	1-09.14 Trench Safety	1 IS	\$ 6,000			1 IS	\$ 20,000 \$ 20,000	1 LS \$ 10	0.000 \$ 10.000	1 LS \$	700 \$ 700	1 LS \$ 5.000	\$ 5,000	1 IS \$ 1725.00	\$ 1,725.00	60 LF \$ 80 \$ 1 LS \$ 20,000 \$ 2
A11	1-09.14 Controlled Density Fill*	30 CY	\$ 150			30 CY	\$ 175 \$ 5,250		160 \$ 4,800		320 \$ 9,600	30 CY \$ 343	\$ 10.290	30 CY \$ 235.27		30 CY \$ 300 \$
A12	1-09.14 Crushed Surfacing	1,600 TN	\$ 41			1.600 TN	\$ 45 \$ 72.000	1.600 TN \$	32 \$ 51,200			.600 TN \$ 33	\$ 52.800	1.600 TN \$ 49.56		1,600 TN \$ 70 \$ 11
A13	1-09.14 Extra Trench Excavation*	10 CY	\$ 75			10 CY	\$ 25 \$ 250	10 CY \$	60 \$ 600	10 CY \$	52 \$ 520	10 CY \$ 87.51	\$ 875	10 CY \$ 169.83	\$ 1,698.30	10 CY \$ 200 \$
A14	1-09.14 Hot Mix Asphalt Patch	460 TN :	\$ 250	\$ 115,000	460 TN \$ 190 \$ 87,400	460 TN	\$ 200 \$ 92,000		180 \$ 82,800	460 TN \$	236 \$ 108,560	460 TN \$ 208	\$ 95,680	460 TN \$ 215.53	\$ 99,143.80	460 TN \$ 1 \$
A15	1-09.14 Hot Mix Asphalt Overlay	53 TN 5	\$ 220	\$ 11,660	53 TN \$ 125 \$ 6,625	53 TN	\$ 135 \$ 7,155	53 TN \$	140 \$ 7,420	53 TN \$	135 \$ 7,155	53 TN \$ 131	\$ 6,943	53 TN \$ 190.40	\$ 10,091.20	53 TN \$ 400 \$ 2
A16	1-09.14 Asphalt Planing	455 SY	\$ 7	\$ 3,185	455 SY \$ 10 \$ 4,550	455 SY	\$ 10 \$ 4,550	455 SY \$	7 \$ 3,185	455 SY \$	6 \$ 2,730	455 SY \$ 17	\$ 7,735	455 SY \$ 8.68	\$ 3,949.40	455 SY \$ 15 \$
A17	1-09.14 6-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	33 LF :	\$ 110			33 LF	\$ 170 \$ 5,610	33 LF \$	225 \$ 7,425		206 \$ 6,798	33 LF \$ 160	\$ 5,280	33 LF \$ 151.17	\$ 4,988.61	33 LF \$ 110 \$
A18	1-09.14 8-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	81 LF 1	\$ 125			81 LF	\$ 170 \$ 13,770		235 \$ 19,035		190 \$ 15,390	81 LF \$ 181		81 LF \$ 194.15		81 LF \$ 120 \$
A19	1-09.14 12-in. Diam. Class 52 D.I. Pipe & Fittings, Restrained Joint	1,723 LF	\$ 155			1,723 LF	\$ 170 \$ 292,910 \$ 5 \$ 7,000		220 \$ 379,060 0.1 \$ 140			723 LF \$ 169 400 LB \$ 15	\$ 291,187 \$ 21,000	1,723 LF \$ 194.22	\$ <u>334,641.06</u> \$ <u>2,856.00</u>	1,723 LF \$ 180 \$ 31
A20 A21	1-09.14 Additional Ductile Iron Fittings, Restrained Joint* 1-09.14 1-In. Combination Air Release/Air Vacuum Assembly*	1,400 LB	\$ 4 \$ 3.500			1,400 LB 2 FA	\$ 5 \$ 7,000 \$ 8,500 \$ 17,000		0.1 \$ 140		6 \$ 8,400 1 3 750 \$ 7 500	2 EA \$ 5.631.23	\$ 21,000	1,400 LB \$ 2.04 2 EA \$ 8.167.15		1,400 LB \$ 5 \$ 2 FA \$ 7,000 \$
A21 A22	1-09.14 Connection to Existing Water Main	2 EA 5 EA	\$ 3,500			2 EA 5 EA	\$ 8,500 \$ 42,500		3,000 \$ 10,000 3,000 \$ 30,000		3,500 \$ 17,500	5 EA \$ 5,031.23	\$ 11,202		\$ 27,950,40	5 EA \$ 10,000 \$
A23	1-09.14 6-in. Gate Valve	1 64	\$ 1,000		1 EA \$ 1,500 \$ 1,500	1 EA	\$ 1400 \$ 1400		900 \$ 30,000		2 100 \$ 2 100	1 EA \$ 2,442	\$ 2,442	1 EA \$ 1,726.52	\$ 1,726.52	1 EA \$ 1,500 \$
A24	1-09.14 8-in. Gate Valve	6 FA	\$ 2,500			6 EA	\$ 2,000 \$ 12,000	τ En φ τ	2.600 \$ 15.600		2,800 \$ 16,800	6 EA \$ 3,000	\$ 18.000	6 EA \$ 2,401.00	\$ 14.406.00	6 EA \$ 2,000 \$
A25	1-09.14 12-in. Gate Valve	12 EA	\$ 3.250			12 EA	\$ 3,500 \$ 42,000		500 \$ 54,000		4.625 \$ 55.500	12 EA \$ 5,117		12 EA \$ 4.283.83		12 EA \$ 3,500 \$ 4
A26	1-09.14 8-in. Tapping Tee and Valve	1 EA .	\$ 8,500	\$ 8,500		1 EA	\$ 15,000 \$ 15,000	1 EA \$ 12	2,000 \$ 12,000	1 EA \$	9,865 \$ 9,865	1 EA \$ 8,565.63	\$ 8,566	1 EA \$ 7,452.00	\$ 7,452.00	1 EA \$ 7,000 \$
A27	1-09.14 400/360 Check Valve Assembly, Including Vault	1 LS 1	\$ 26,000	\$ 26,000		1 LS	\$ 65,000 \$ 65,000	1 LS \$ 80	0,000 \$ 80,000	1 LS \$ 6	5,000 \$ 65,000	1 LS \$ 63,293	\$ 63,293	1 LS \$ 61,375.81	\$ 61,375.81	1 LS \$ 80,000 \$ 8
A28	1-09.14 Fire Hydrant Assembly	7 EA .	\$ 7,000		7 EA \$ 9,100 \$ 63,700	7 EA	\$ 8,500 \$ 59,500		,000 \$ 77,000		8,500 \$ 59,500	7 EA \$ 9,926.04	\$ 69,482	7 EA \$ 10,092.91	\$ 70,650.37	7 EA \$ 11,000 \$
A29	1-09.14 1-In. Water Service	1 EA :	\$ 2,300	\$ 2,300		1 EA	\$ 1,750 \$ 1,750	1 EA \$ 4	4,200 \$ 4,200		2,715 \$ 2,715	1 EA \$ 3,704.52	\$ 3,705	1 EA \$ 2,950.81		1 EA \$ 3,500 \$
A30	1-09.14 1.5-In. Water Service	5 EA	\$ 3,500	\$ 17,500	5 EA \$ 6,000 \$ 30,000	5 EA	\$ 3,750 \$ 18,750	5 EA \$ 8	3,000 \$ 40,000		4,765 \$ 23,825	5 EA \$ 6,191.95	\$ 30,960	5 EA \$ 5,042.27	\$ 25,211.35	5 EA \$ 4,000 \$ 2
A31	1-09.14 2-In. Water Service	2 EA :	\$ 4,500			2 EA	\$ 3,750 \$ 7,500		3,500 \$ 17,000		5,595 \$ 11,190	2 EA \$ 6,347.00	\$ 12,694		\$ 12,257.48	2 EA \$ 8,000 \$
A32 A33	1-09.14 3-In. Water Service 1-09.14 Erosion and Water Pollution Control	1 EA 1	\$ 7,500 \$ 15,000			1 EA 1 LS	\$ 15,000 \$ 15,000		3,000 \$ 28,000 5,000 \$ 15,000		7,640 \$ 17,640 3,500 \$ 23,500	1 EA \$ 12,257.73	\$ 12,258 \$ 10.000	1 EA \$ 15,507.16 1 LS \$ 15,765.44	\$ 15,507.16 \$ 15,765.44	1 EA \$ 20,000 \$ 2 1 LS \$ 14,000 \$
A33 A34	1-09.14 Erosion and Water Pollution Control 1-09.14 Restoration and Cleanup	1 15	\$ 15,000	\$ 15,000	1 LS \$ 6,500 \$ 6,500 1 LS \$ 17,000 \$ 17,000	1 15	\$ 3,000 \$ 3,000 \$ 20,000 \$ 20,000		5,000 \$ 15,000 5,000 \$ 16,000		5.000 \$ 23,500 5.000 \$ 25.000	1 LS \$ 10,000.00 1 LS \$ 20,000.00	\$ 10,000	1 LS \$ 15,765.44 1 LS \$ 22,741.11	\$ 15,765.44	1 LS \$ 14,000 \$
A35	1-09.14 Remove and Replace Concrete Sidewalk and Driveway	60 SY	\$ 225	\$ 13,500	60 SY \$ 95 \$ 5.700	60 SY	\$ 275 \$ 16,500		140 \$ 8,400	60 SY \$	218 \$ 13.080	60 SY \$ 167.76	\$ 10.066	60 SY \$ 186.51	\$ 11,190.60	60 SY \$ 300 \$
A36	1-09.14 Remove and Replace Concrete Curb and Gutter	200 LF	\$ 55			200 LF	\$ 55 \$ 11,000	200 LF \$	50 \$ 10,000		60 \$ 12,000	200 LF \$ 94.58	\$ 18,916		\$ 10,700,00	200 LF \$ 75 \$
A37	1-09.14 Removal of Structures and Obstructions	1 LS	\$ 20,000			1 LS	\$ 10,000 \$ 10,000		5,000 \$ 25,000		5,000 \$ 15,000	1 LS \$ 40,000	\$ 40,000	1 LS \$ 48,706.80	\$ 48,706.80	1 LS \$ 2,500 \$
				\$ 979,555.00	Subtotal A \$ 1,075,880.00		Subtotal A \$ 1,166,995.00	Subtotal A		Subtotal		Subtotal A	\$ 1,273,820.94	Subtotal A	\$ 1,332,135.24	Subtotal A \$ 1,202,7
		Washington State Sales Tax :	10.1%	\$ 98,935.06	Washington State Sales Tax 10.1% \$ 108,663.88	Washington State Sales		Washington State Sales Tax 10.1%			\$ 125,189.90 Was			Washington State Sales Tax 10.1%	\$ 134,545.66	Washington State Sales Tax 10.1% \$ 121,4
		Т	Total A	\$ 1,078,490.06	Total A \$ 1,184,543.88		Total A \$ 1,284,861.50	Total A	\$ 1,365,311.57	Total A	\$ 1,364,693.90	Total A	\$ 1,402,476.85	Total A	\$ 1,466,680.90	Total A \$ 1,324,2
	Bid Schedule B - Road Improvements															
B1	1-09.14 Construction Surveying and Staking	1 LS	\$ 5,000		1 20 0 11,000 0 11,000	1 LS	\$ 3,250 \$ 3,250		5,000 \$ 5,000		4,000 \$ 4,000	1 LS \$ 5,350.00			\$ 13,200.00	1 LS \$ 5,000 \$
B2	1-09.14 Removal of Structures and Obstructions	1 LS	\$ 7,500			1 LS	\$ 5,000 \$ 5,000	1 LS \$ 35	5,000 \$ 35,000		7,500 \$ 47,500	1 LS \$ 3,078.39	\$ 3,078	1 LS \$ 7,740.80		1 LS \$ 7,500 \$
B3 B4	1-09.14 Roadway Excavation Incl. Haul*	110 CY	\$ 150			110 CY	\$ 85 \$ 9,350	110 CY \$	40 \$ 4,400	110 CY \$	58 \$ 6,380	110 CY \$ 72.45	\$ 7,970	110 CY \$ 53.74		110 CY \$ 150 \$
B4	1-09.14 Crushed Surfacing 1-09.14 Hot Mix Asphalt Patch	60 TN	\$ 41 \$ 250			60 IN 60 TN	\$ 45 \$ 2,700 \$ 200 \$ 12,000	60 TN 0	02 0 1,020	60 TN \$	57 \$ 3,420 221 \$ 13,260	60 TN \$ 208.00	\$ 2,022	60 TN \$ 55.99 60 TN \$ 190.40		60 TN \$ 41 \$ 60 TN \$ 250 \$
B0 B6	1-09.14 Hot Mix Asphalt Patch 1-09.14 Hot Mix Asphalt Overlay	550 TN	\$ 250 \$ 220			550 TN	\$ 200 \$ 12,000 \$ 135 \$ 74,250	550 TN \$	200 \$ 12,000 140 \$ 77,000			550 TN \$ 131.00	\$ 12,480		\$ 104.720.00	60 TN \$ 250 \$ 550 TN \$ 220 \$ 12
B7	1-09.14 Asphalt Planing	4,310 SY	\$ 7			4,310 SY	\$ 10 \$ 43,100	4,310 SY \$	6 \$ 26,722	4,310 SY \$		310 SY \$ 3.00	\$ 12,030	4,310 SY \$ 9.54		4,310 SY \$ 7 \$ 3
B8	1-09.14 Cement Conc, Traffic Curb and Gutter	227 LF	\$ 65			227 LF	\$ 55 \$ 12,485	227 LF \$	50 \$ 11,350			227 LF \$ 65.59		227 LF \$ 44.38		227 LF \$ 65 \$
B9	1-09.14 Cement Conc. Pedestrian Curb	70 LF	\$ 50			70 LF	\$ 50 \$ 3,500	70 LF \$	40 \$ 2,800		50 \$ 3,500	70 LF \$ 54.89		70 LF \$ 44.71		70 LF \$ 50 \$
B10	1-09.14 Extruded Curb	13 LF	\$ 50	\$ 650	13 LF \$ 250 \$ 3,250	13 LF	\$ 180 \$ 2,340	13 LF \$	180 \$ 2,340	13 LF \$	110 \$ 1,430	13 LF \$ 81.64	\$ 1,061	13 LF \$ 84.00		13 LF \$ 50 \$
B11	1-09.14 Cement Conc. Sidewalk	46 SY	\$ 225	\$ 10,350		46 SY	\$ 200 \$ 9,200	46 SY \$	125 \$ 5,750	46 SY \$	200 \$ 9,200	46 SY \$ 89.66	\$ 4,124	46 SY \$ 178.43	\$ 8,207.78	46 SY \$ 225 \$
B12	1-09.14 Cement Conc. Curb Ramp Type Parallel A	26 SY	\$ 350			26 SY	\$ 250 \$ 6,500		250 \$ 6,500		275 \$ 7,150	26 SY \$ 1,174.33	\$ 30,533	26 SY \$ 239.75	\$ 6,233.50	26 SY \$ 350 \$
B13	1-09.14 Cement Conc. Curb Ramp Type Modified Parallel	20 SY	\$ 400			20 SY	\$ 250 \$ 5,000		250 \$ 5,000		340 \$ 6,800	20 SY \$ 1,174.33	\$ 23,487		\$ 5,611.60	20 SY \$ 400 \$
B14	1-09.14 Permanent Signing	1 LS	\$ 15,000	\$ 15,000		1 LS	\$ 6,500 \$ 6,500	1 20 0	5,000 \$ 5,000		0,000 \$ 10,000	1 LS \$ 4,280.00	\$ 4,280		\$ 6,664.00	1 LS \$ 15,000 \$
B15	1-09.14 Pavement Markings	1 LS	\$ 13,000 Subtotal B	\$ 13,000 \$ 271,985,00	1 LS \$ 9,500 \$ 9,500 Subtotal B \$ 205 157 00	1 LS	\$ 4,250 \$ 4,250	1 LS \$ 15 Subtotal P	5,000 \$ 15,000		2,400 \$ 2,400	1 LS \$ 9,373.20	\$ 9,373 \$ 207 469 18	1 LS \$ 4,424.00 Subtotal B		1 LS \$ 13,000 \$
				\$ 2/1,985.00		Mashinatan State Salas Tr.: 021 D	Subtotal B \$ 199,425.00	Subtotal B Vashington State Sales Tax 0%. Per State Sales	¢ 10,101.00		B \$ 226,046.00	Subtotal B ton State Sales Tax 0%. Per State Sale:			\$ 232,909.84	Subtotal B \$ 271,5 ashinoton State Sales Tax 0%. Per State Sales Tax - \$
		Washington State Sales Tax 0%, Per State Sales		\$ - \$ 271.985.00	Washington State Sales Tax 0%, Per State Sa \$ - Total B \$ 205.157.00	Washington State Sales Tax 0%, Pe	r State Sales Tax - \$ - Wi Total B \$ 199.425.00	Vashington State Sales Tax 0%, Per State Sales Total B	Tax - F \$ -	Washington State Sales Tax 0%, Per State Sales T Total B			\$ - Wa \$ 207.469.18	ashington State Sales Tax 0%, Per State Sales Tax Total B	\$ 232 909 84	/ashington State Sales Tax 0%, Per State Sales Tax - \$ Total B \$ 271.9
							iutaid 3 199,425.00	I otal B	≥ ∠15,782.00		> 220,040.00	i otai B	a 207,409.18	i otai B		
		Total Engineer's	s Fetimato (∆+P)	\$ 1350 475.06	Total Engineer's Estimate (A+B) \$ 1,389,700.88	Total Engineer's	Estimate (A+B) \$ 1,484,286.50	Total Engineer's Estimate (A+B) \$ 1.581.003.57	Total Engineer's Estimate	(A+B) \$1,590,739.90 T	otal Engineer's Estimate (A+B)	\$ 1,609,946,02	Total Engineer's Estimate (A+B)	\$ 1,699,590,74	Total Engineer's Estimate (A+B) \$ 1,596,2



Public Works Department – Hari Ponnekanti, Director/City Engineer

INFORMATIONAL MEMORANDUM

TO:	Transportation and Infrastructure Services Committee
FROM:	Hari Ponnekanti, Public Works Director/City Engineer
BY:	Adam Cox, Transportation Project Manager
CC:	Mayor Ekberg
DATE:	May 12, 2023
SUBJECT:	<u>Foster Point Bridge – Bridge Rail Repair/Replacement</u> Project No. 70010402, New Contract Award

<u>ISSUE</u>

Approve the attached scope of work and cost to repair the Foster 56th Ave S Bridge (TUKxNx06) bridge rail.

BACKGROUND

On January 9th, 2023, the City experienced a wind storm that knocked over a number of trees throughout the City. A tree located at the northeast side of the Foster Point Bridge broke, resulting in the top of the tree falling across the structure damaging both the east and west bridge rail. It was quickly determined that the tree did not cause any structural damage and the bridge rail performed as designed which allowed Fire and the Public Works Streets Department to remove the downed tree and debris.

DISCUSSION

Council is being asked to accept the attached scope of work (SOW) and cost estimate to replace the compromised sections of the bridge rail.

FISCAL IMPACT

Statewide Parking Lot services has teamed up with Ron and Leo's Welding and provided an estimated cost of \$47,755.00 to perform the bridge rail repair. Since the cost of the work is only an estimate, staff recommend including a budget contingency approved in case of minor overruns. The project costs are within the 2023 Annual Bridge Inspection and Repair budget.

2023 Bridge Inspection/Repair	Proposed Contract	2023 Repair Budget
Foster 56 th Ave S Bridge Contingency (20%)	\$ 47,755.00 9,551.00	•
Totals	<u>\$57,306.00</u>	<u>\$200,000.00</u>

RECOMMENDATION

Council is being asked to approve the contract with Statewide Parking Lot Services in the amount of \$47,755.00 (plus contingency) and consider this item on the Consent Agenda at the May 22, 2023 Special Meeting.

Attachment: 2023 Annual Bridge Inspection/Repair CIP

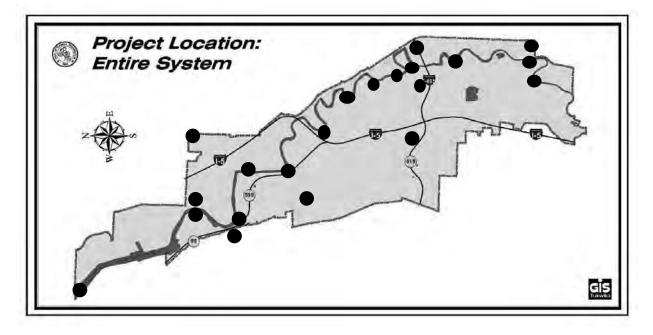
Statewide Parking Lot Services Contract_Unsigned Exhibit B – Estimate from Statewide Parking Lot Services Damage Photos

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT:	Annual Bridge Inspections and Repairs	Project No.	7001402
DESCRIPTION:	Ongoing program of bi-annual inspections, repairs, painting and rehabilitation pedestrian bridges.	of the 24 City	vehicle and
JUSTIFICATION:	Federally required program identifies safety or repair needs in the early stage costs. The number of bridge inspections necessary each year can vary year t vary from bridge to bridge and King County has provided some inspection ser	o year. Inspect	
STATUS:	Construction projects will be determined from inspection reports and noted de	ficiencies/prob	lems.
MAINT. IMPACT:	Reduces maintenance costs.		
COMMENT:	Ongoing project, only one year actuals are shown in the first column.		

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Inspections	35	40	110	115	120	125	130	135	140	950
Land (R/W)										0
Const. Mgmt.			15	15	15	15	15	15	15	105
Construction			75	75	80	80	85	85	85	565
TOTAL EXPENSES	35	40	200	205	215	220	230	235	240	1,620
FUND SOURCES										
Awarded Grant										
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Parking Tax	35	40	200	205	215	220	230	235	240	1,620
TOTAL SOURCES	35	40	200	205	215	220	230	235	240	1,620



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 <u>Statewide Parking Lot Services.</u> <u>Inc.</u>, hereinafter referred to as "the Contractor," whose principal office is located at <u>33920 211th PI Se</u> <u>Auburn, WA 98092.</u>

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:

- 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 B</u> attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed <u>\$47,755.00</u>.
- 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.
- <u>Duration of Agreement</u>. This Agreement shall be in full force and effect for a period commencing <u>May 23, 2023</u>, and ending <u>December 31, 2023</u>, unless sooner terminated under the provisions hereinafter specified.
- 5. <u>Independent Contractor</u>. 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.

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:
 - <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. <u>Commercial General Liability</u> 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.

- 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. <u>Record Keeping and Reporting</u>.

- 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.
- 9. <u>Audits and Inspections</u>. 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. <u>Entire Agreement: Modification</u>. 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.

- 14. <u>Severability and Survival</u>. 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. <u>Notices</u>. 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. <u>Applicable Law: Venue: Attorney's Fees</u>. 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 _	, 20
** City signatures to be of City Clerk's Staff ON	** Contractor signature to be obtained by sponsor staff. **
CITY OF TUKWILA	CONTRACTOR:
	 Ву:
Allan Ekberg, Mayor	Printed Name:
	Title:
ATTEST/AUTHENTICATED:	Address:
Christy O'Flaherty, City Clerk	
APPROVED AS TO FORM:	

Office of the City Attorney

Exhibit B

STATEWIDE PARKING LOT SERVICES, INC.

Estimate #

4094

Date

5/3/2023

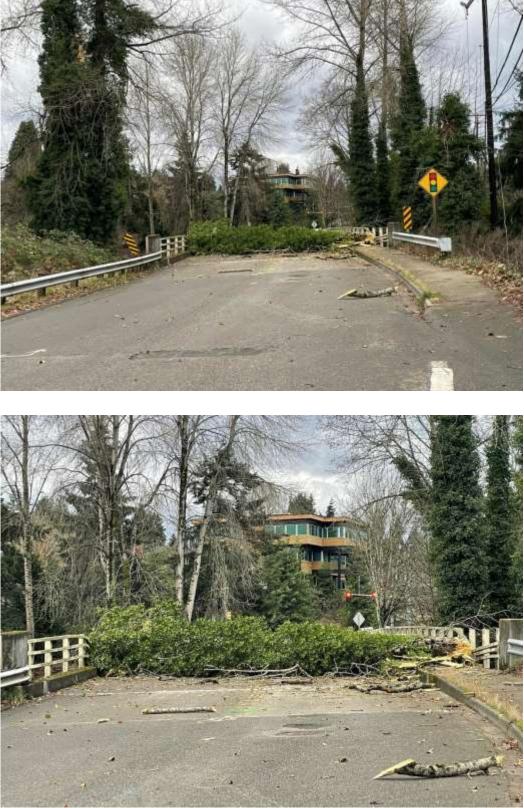
33920 211TH PL SE AUBURN, WA 98092 (253) 630-1956

BRIDGE AT FOS ADAM COX 206-427-6662 13479 56TH AVI TUKWILA, WA	STER GOLF COURSE		
		P.O. No.	Estimator
			CJ
Qty	Description	Rate	Total
	BRIDGE AT FOSTER GOLF COURSE 13479 56TH AVE S TUKWILA, WA		
2	MOB/FUEL	1,200.00	2,400.00
	228 LN FT GRIND, CUT AND REMOVE DAMAGED BRIDGE RAILS ON BOTH SIDES OF THE BRIDGE	4,500.00	4,500.00
	HAULAWAY AND DUMP FEES FOR BROKEN SCRAP	1,200.00	1,200.00
	MATERIALS AND ON-SITE FABRICATION GRIND AND CLEAN EACH UPRIGHT POST SURFACE FOR WELDING 3-4"x3" GALVANIZED TUBING x 36 LN FT 3-4"x3" GALVANIZED TUBING x 40 LN FT 16 HOURS ON-SITE WELDING ZINC COATED	27,755.00	27,755.00
	POWDER COAT BRIDGE RAILS OFF-WHITE TO MATCH EXISTING COLOR	3,500.00	3,500.0
16	HOURS FORKLIFT RENTAL ON-SITE PAINT TOUCH UP AFTER FABRICATION IS DONE	150.00 500.00	2,400.00 500.00
32	TOTAL HOURS FLAGGING INCLUDING SIGNAGE RENTAL (2 DAYS, 2 FLAGGERS AND SIGNAGE) SIGNAGE RENTALS FOR STAGING THE ROAD	125.00 1,500.00	4,000.00
	NO PERMITS INCLUDED SALES TAX HAS NOT BEEN ADDED TO THIS ESTIMATE PLEASE VISIT OUR WEBSITE FOR PICTURES OF COMPLETED JOBS, WWW.STATEWIDEPARKINGLOTS.COM	0.00 0.00 0.00	0.00 0.00 0.00



City of Tukwila

Public Works Department - Henry Hash, Director



https://tukwilawa.sharepoint.com/sites/publicworks/engineering/PW Drop Box/01 TIC Agenda/2023 Agenda Items/TIC 05-15-23/2. Foster 56th Ave S Bridge Rail Repair/Foster Point_Photos_Damage.docx











Public Works Department – Henry Hash, Director









Public Works Department – Henry Hash, Director





Public Works Department – Hari Ponnekanti, Director/City Engineer

INFORMATIONAL MEMORANDUM

TO:	Transportation and Infrastructure Services Committee
FROM:	Hari Ponnekanti, P.E., Public Works Director/ City Engineer
BY:	Adam Cox, P.E., Transportation Project Manager
CC:	Mayor Allan Ekberg
DATE:	May 12, 2023
SUBJECT:	42 nd Ave S Bridge Replacement Project - 60% Plans and Estimate (P&E) Update

<u>ISSUE</u>

Project update on the 42nd Ave S Bridge Replacement.

BACKGROUND

In November of 2020, Council awarded a design contract to TranTech Engineering, LLC for the forthcoming design work on the 42nd Ave S Bridge. The project received full construction funding in early 2022 with grant awards from Puget Sound Regional Council, the Local Bridge Program, and Move Ahead Washington. The Type, Size, and Location (TS&L) report was initially presented to the Council in February 2022 and submitted to the state in April 2022, with comments received June 2022.

ANALYSIS

Between the TS&L report submittal and the 30% P&E submittal, it was estimated that the Plans, Specifications, and Estimate for construction advertisement would be available by December 2023. At the 30% P&E submittal milestone, TranTech's permit subconsultant began verifying what agencies require permit applications. The majority of the permitting agencies will not field/take applications for permits until the 30% P&E threshold is met. With the transition to 60% P&E, permit agencies informed project staff that internal permit processes require additional time for review and acceptance. With a better understanding of the permit application and timeline, the timeline has been adjusted to have advertisement ready documents ready in December 2024. For the 42nd Ave S Bridge replacement, the project team is coordinating with: Department of Natural Resources, US Army Corps of Engineers, US Coast Guard, Federal Highway Administration, Washington State Department of Transportation, Washington Department of Ecology, Washington State Department of Fish and Wildlife, King County Parks and Recreation, King County Sewer, Seattle City Light, local businesses, and Tukwila's Department of Community Development. The project staff will also coordinate with multiple utility providers to relocate current infrastructure. Given new specific details of the of the 60% P&E submittal, TranTech's permit subconsultant has the information needed to complete the required material for all the permits listed in the permit table attached to the info memo.

NEXT STEPS

TranTech will continue to move the design forward from 60% to 90%. The project is expected to go to bid in the first quarter of 2025.

FISCAL IMPACT

Through April 2023, TranTech has expended \$1,034,276.83 of the \$2,606,661 contract total, putting the project well within budget.

RECOMMENDATION

Discussion Only. Staff request to forward this item for further discussion to the 05/22/23 Committee of the Whole meeting.

ATTACHMENT: 42nd Ave S Bridge Permit Table Project design Schedule

Permit/Compliance	Agency	Status	Estimated Agency Review	Estimated Permit/Approval	Notes
			Duration	Acquisition	
SEPA	City	No update	120 days	December 2023	Draft in-process; complete with 60% design.
Shoreline Master Program	City	No update	120 days	December 2023	Initiate at 60% design.
NEPA CE	WSDOT	No update	15 days	October 2024	Preliminary NEPA form prepared for WSDOT ki
Section 4(f) – Green River Trail	WSDOT	No update	30 days	July 2023	Initiate at 60% design.
Section 4(f) – Tukwila Community Center	WSDOT	No update	30 days	July 2023	Initiate at 60% design.
Section 106 National Historic Preservation Act	DAHP (WSDOT)	Area of Potential Effect (APE) approved; subconsultant to provide subsequent evaluation support.	45 days	November 2023	Compliance coordinated through WSDOT. APE archaeological site in the project area; bridge t 4(f) compliance may be needed for impacts to
Section 7 ESA (Biological Assessment)	NOAA/USFWS (WSDOT)	No update	Up to one year	October 2024	Compliance coordinated through WSDOT. Draf
Section 10 RHA/Section 404 CWA	US Army Corps of Engineers	No update	Up to one year	November 2024	Draft in-process; complete with 60% design.
Aquatic Land Easement – Existing Bridge (demo access)	DNR	No update	Up to one year	November 2024	Initiate at 60% design.
Aquatic Land Easement – Temp Bridge	DNR	No update	Up to one year	November 2024	Initiate at 60% design.
Aquatic Land Easement – New Bridge	DNR	No update	Up to one year	November 2024	Initiate at 60% design.
Aquatic Land Easement – Construction Easement	DNR	No update	Up to one year	November 2024	Initiate at 60% design.
Aquatic Land Easement – Water Line	DNR	No update	Up to one year	November 2024	Initiate at 60% design.
Aquatic Land Easement – PSE Gas Line	DNR	No update	Up to one year	November 2024	To be determined if City will apply on behalf of
Hydraulic Project Approval	WDFW	No update	45 days	February 2024	Submittal following issuance of SEPA determin
Section 9 RHA/Bridge Permit	US Coast Guard	Complete	N/A	Complete	Advance Approval issued 8/27/21

RHA = Rivers and Harbors Act CWA = Clean Water Act CE = Categorical Exclusion DAHP = Washington Department of Archaeology and Historic Preservation DNR = Washington Department of Natural Resources NOAA = National Oceanic and Atmospheric Administration, National Marine Fisheries Service USFWS = U.S. Fish and Wildlife Service WSDOT = Washington Department of Transportation ESA = Endangered Species Act WDFW = Washington Department of Fish and Wildlife

Change log: 3/28/2023 – Initial preparation of summary table.

UPDATED: March 28, 2023
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T kickoff (2/14/23).
Π ΚΙCKOΠ (2/14/23).
APE consultation identified known
ge to be evaluated for historic eligibility. Section s to eligible historic resources (TBD).
Draft in-process.
۱.
If of PSE.
mination.

