



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: **January 14, 2022**
 SUBJECT: **Macadam Rd S Water Upgrade & Sidewalk Improvements Project**
Project No. 90440105
Construction Bid Award

ISSUE

Approve construction bid award with Laser Underground & Earthworks, Inc. for the Macadam Rd S Water Upgrade and Sidewalk Improvements Project.

BACKGROUND

In 2015, the City contracted with PACE as the design consultant for the Macadam Rd S Water Upgrade Project, along with the Andover Park E Water & Sewer Improvements under Contract No. 15-116. In 2017, the design was put on hold due to construction cost estimates coming in higher than proposed in the 2019-2024 Capital Improvement Program. Due to limited fire flow issues, the project design contract was renewed, and the project budget allocated was increased.

DISCUSSION

A call for bids was advertised for the Macadam Rd S Water Upgrade and Sidewalk Improvements Project on November 29, and December 6, 2021. Eight bids were opened on December 14, 2021, and the confirmed lowest bidder was Laser Underground and Earthworks, Inc. with a bid of \$1,984,474.81. The engineer’s estimate was \$2,202,884.77. The City has contracted with Laser Underground and Earthworks, Inc. on previous projects and has provided satisfactory work.

FINANCIAL IMPACT

Construction costs associated with the Macadam Water Upgrade will be funded by the water enterprise fund. The construction bid award also includes costs for the sidewalk improvements which will be funded by a recently awarded Transportation Improvement Board grant and general funds from the Macadam Rd Complete Streets project. The Macadam Rd S water upgrades and sidewalk improvements were planned in coordination to efficiently complete both projects at a reduced cost.

	<u>Cost Estimate</u>	<u>Fund Source</u>	<u>2022-23 Construction Budget</u>
Contract	\$1,984,474.81	Water Fund	\$1,800,000.00
Contingency – 10%	<u>198,447.49</u>	TIB Grant	320,000.00
Total	<u>\$2,182,922.30</u>	General Fund	<u>80,000.00</u>
			<u>\$2,200,000.00</u>

RECOMMENDATION

Council is being asked to approve the construction award with Laser Underground & Earthworks, Inc. in the amount of \$1,984,474.81 for the Macadam Rd S Water Upgrade and Sidewalk Improvements Projects and consider this item on the Consent Agenda at the January 24, 2022 Special Meeting.

Attachments: 2021 CIP, Pages 5 & 61
Laser Underground Construction Contract
Bid Tabulation

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Macadam Rd South Complete Street

Project No. 91710302

DESCRIPTION: Construction of a complete street design for Macadam Rd South between South 144th St and S 150th St. The project will require roadway widening and re-channelization to add 5-foot bike lanes and 5-foot sidewalks on both sides of the roadway, and includes illumination, curb, and storm drainage.

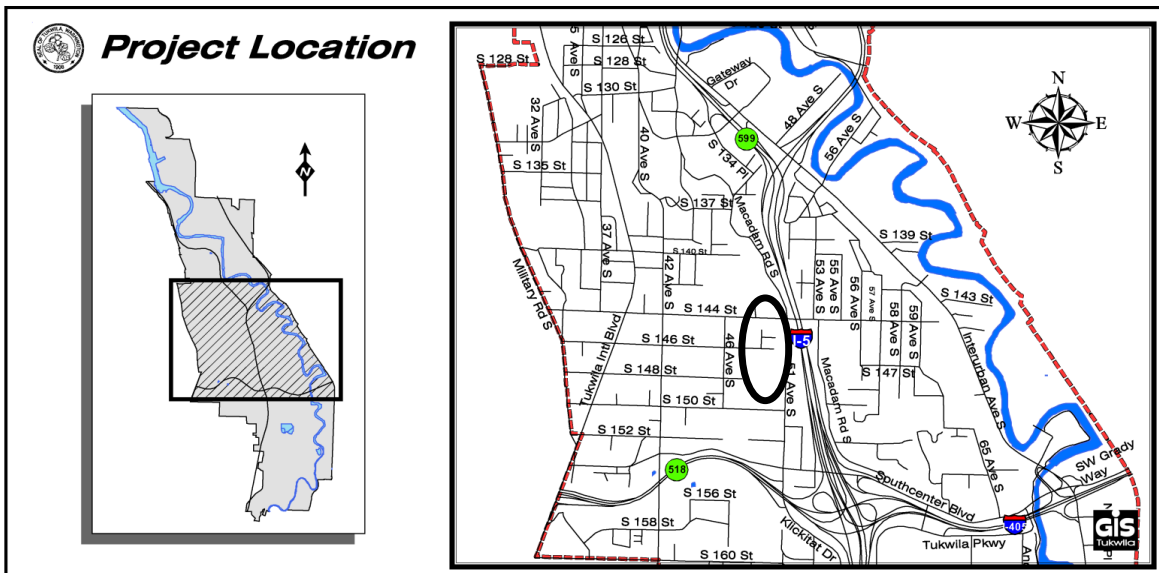
JUSTIFICATION: Enhance safety for students walking to Foster High School and Showalter Middle School and encourages transportation choices for the neighborhood.

STATUS:

MAINT. IMPACT: New sidewalk and pavement will need to be maintained.

COMMENT: WSDOT Pedestrian/Bicycle grant submitted in April 2018, but unsuccessful. Match will be the Water Improvements. Apply for same grant in 2020 for design and 2022 for construction.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design				400						400
Land (R/W)				100						100
Const . Mgmt.					400					400
Construction					2,700					2,700
TOTAL EXPENSES	0	0	0	500	3,100	0	0	0	0	3,600
FUND SOURCES										
Awarded Grant										0
Proposed Grant				450	2,800					3,250
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	0	0	0	50	300	0	0	0	0	350
TOTAL SOURCES	0	0	0	500	3,100	0	0	0	0	3,600



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Macadam Rd S Water Upgrade

Project No. 90440105

DESCRIPTION: Design and construct 4,300 LF of 10" waterline in Macadam Rd S from S 144th St to Southcenter Blvd.

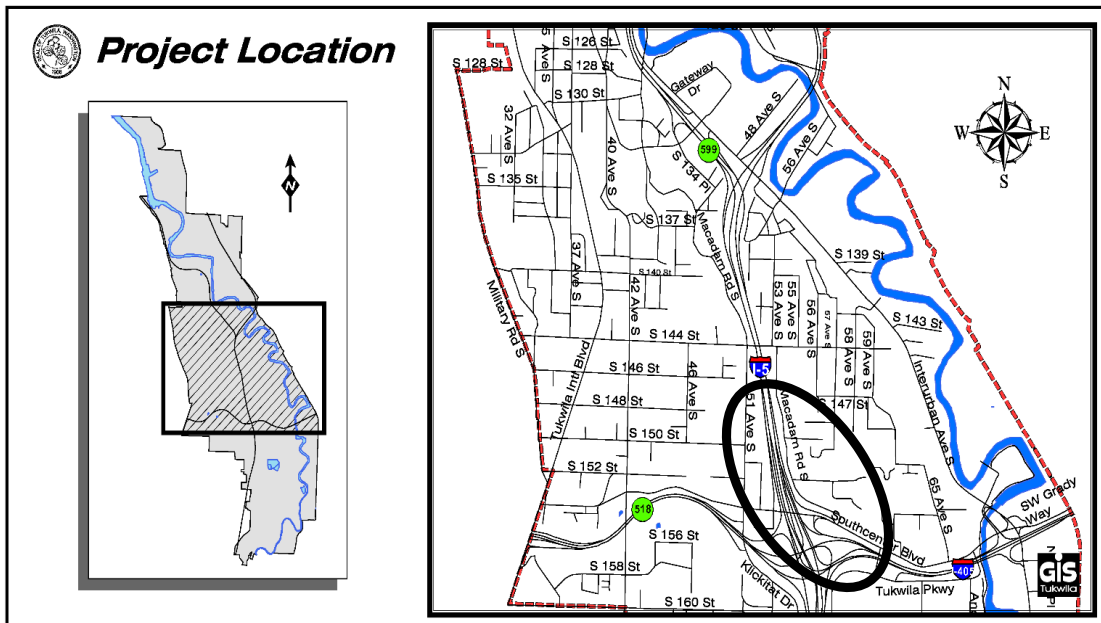
JUSTIFICATION: Improve fire flow water quality to the north side of Tukwila Hill.

STATUS: Project now scheduled for 2021/2022.

MAINT. IMPACT: The new waterline will eliminate maintenance time for flushing the dead end line while increasing service reliability.

COMMENT: Pedestrian/Bicycle Program grant for sidewalks unsuccessful in 2018, with water funds used as a match.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	68		100	50	50					268
Land (R/W)										0
Const. Mgmt.			250	50	300					600
Construction			300	300	950					1,550
TOTAL EXPENSES	68	0	650	400	1,300	0	0	0	0	2,418
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	68	0	650	400	1,300	0	0	0	0	2,418
TOTAL SOURCES	68	0	650	400	1,300	0	0	0	0	2,418



AGREEMENT FORM

CONTRACT NO. _____

THIS AGREEMENT is made and entered into on this ____ day of _____, 20 ____, by and between the City of Tukwila, Washington ("Owner") and _____ ("Contractor"). Now, therefore the parties agree as follows:

1. **Project.** Contractor shall complete all work and furnish all labor, tools, materials, and equipment for the project entitled **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05**, including all changes to the Work and force account work, in accordance with the Contract Documents, as described in Section 1-04.2 of the Supplemental General Requirements.

2. **Payments.** Owner shall pay Contractor at the unit and lump sum prices, and by force account as specified in the Proposal according to the Contract Documents as to time, manner, and condition of payment. The payments to Contractor include the costs for all labor, tools, materials and equipment for the Work.

3. **Completion Date.** Contract time shall commence upon Owner's Notice to Proceed date. The Work under this Agreement shall be completed within the time specified in the Proposal. If the Work under this Agreement is not completed within the time specified, as detailed in the Contract Documents, Contractor shall pay liquidated damages and all engineering inspection and supervision costs to Owner as specified in the Proposal.

4. **Attorney's Fees.** In the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's and expert witness fees.

5. **Disclaimer.** No liability of Contractor shall attach to Owner by reason of entering into this Agreement, except as expressly provided in this Agreement.

6. **Counterparts.** This Agreement is executed in two (2) identical counterparts, by the parties, each of which shall for all purposes be deemed an original.

CITY OF TUKWILA, WASHINGTON

(Owner)

(Contractor)

By: _____
Mayor

By: _____
Title: _____

Attest:
This ____ day of _____, 20 ____

Attest:
This ____ day of _____, 20 ____

City Clerk

Contractor's License No.

Approved as to Form:

City Attorney

Address for giving notices:

Address for giving notices:

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PAYMENT AND PERFORMANCE BOND

Bond to City of Tukwila, Washington
Bond No. _____

We, _____, and _____,
(Principal) *(Surety)*

a _____ corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Tukwila, Washington ("Owner"), in the penal sum of

_____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Payment and Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05** ("Contract"). The initial penal sum shall equal 100% of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Payment and Performance Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material men, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Indemnifies and holds Owner, its officers, and agents harmless from and against all claims, liabilities, causes of action, damages, and costs for such payments for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by Principal; and
- Indemnifies and holds Owner harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract.

The indemnities to Owner shall also inure to the benefit of the Consulting Engineers and other design professionals retained by Owner in connection with the Project.

The liability of Surety shall be limited to the penal sum of this Payment and Performance Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Payment and Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Payment and Performance Bond shall automatically increase in a like

amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Payment and Performance Bond without the prior written consent of Surety.

This Payment and Performance Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	By _____
Title	Attorney in Fact (Attach Power of Attorney)
Name and address of local office of agent and/or Surety Company:	_____ _____ _____

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.

PROPOSAL

(unit price)

Contractor's Name Laser Underground & Earthworks, Inc.Contractor's State License No. LASERUE1010JCity of Tukwila Project Nos. 904 401 05To 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 **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, which project includes, but is not limited to:

Construction of water mains, storm drains, sidewalk and roadway reconstruction within the right-of-way of Macadam Road including, but not limited to, approximately 4,600 lineal feet of 6" to 12" water main, along with hydrants, valves, and services, and other appurtenances, approximately 55 lineal feet of 12" storm drain, storm drain manholes and catch basins, full-width pavement reconstruction, HMA overlay, channelization and pavement markings, sidewalk and driveway reconstruction, ADA sidewalk curb ramps, and other miscellaneous items to complete the Work as specified and shown in the Contract Documents.

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) bid bond or cash, cashier's check, certified check, or 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 **one-hundred-fifty (150)** 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.

**MACADAM ROAD SOUTH
WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS
Project No. 904 401 05**

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.

It is the intent of the OWNER to award the lowest responsible BIDDER for the total price bid for the project (combined total of Schedules A (Base Bid), B, and C, not including the Schedule A Additive Bid Items). The OWNER reserves the right to construct one, two, or all three bid schedules, depending on funds available for the project at the time of the Notice to Proceed.

BID SCHEDULES

SCHEDULE A: WATER MAIN IMPROVEMENTS (BASE BID)

ITEM NO.	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A-1	1-04	Unexpected Site Changes	1	FA	\$50,000.00	\$50,000.00
A-2	1-05	Construction Surveying and Staking	1	LS	13,000.00	13,000.00
A-3	1-05	Resolution of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
A-4	1-07	Erosion and Water Pollution Control	1	LS	1,000.00	1,000.00
A-5	1-09	Mobilization	1	LS	40,000.00	40,000.00
A-6	1-10	Traffic Control Devices	1	LS	5,000.00	5,000.00
A-7	1-10	Traffic Control Labor*	1,000	HR	80.00	80,000.00
A-8	1-10	Uniformed Police Officer (min. \$120/hr)*	50	HR	120.00	6,000.00
A-9	4-04	Crushed Surfacing Top Course*	4,000	TN	20.00	80,000.00
A-10	4-04	Crushed Surfacing Base Course*	550	TN	20.00	11,000.00
A-11	5-04	HMA CL. 1/2" PG 58H-22*	1,550	TN	190.00	294,500.00
A-12	5-04	2" Pavement Grind	6,700	SY	5.00	33,500.00
A-13	7-08	Cap & Block Existing Main	2	EA	2,000.00	4,000.00
A-14	7-09	Trench Safety	1	LS	1,000.00	1,000.00
A-15	7-09	12-in. Diam. D.I. Pipe & Fittings	4,325	LF	120.00	519,000.00
A-16	7-09	10-in. Diam. D.I. Pipe & Fittings	14	LF	85.00	1,190.00
A-17	7-09	8-in. Diam. D.I. Pipe & Fittings	24	LF	80.00	1,920.00
A-18	7-09	Additional Water Main Fittings*	10,000	LB	1.00	10,000.00
A-19	7-09	Connection to Existing Main	4	EA	7,000.00	28,000.00
A-20	7-09	1" Combination Air Release/Air Vacuum Valve Assembly	2	EA	6,000.00	12,000.00
A-21	7-09	2" Blowoff Assembly	1	EA	5,000.00	5,000.00

ITEM NO.	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A-22	7-12	12" Gate Valve & Box	9	EA	2,000.00	18,000.00
A-23	7-12	8" Gate Valve & Box	1	EA	1,000.00	1,000.00
A-24	7-12	6" Gate Valve & Box	2	EA	1,000.00	2,000.00
A-25	7-12	Remove Existing Valve Box	5	EA	300.00	1,500.00
A-26	7-14	Fire Hydrant Assembly	9	EA	6,000.00	54,000.00
A-27	7-14	Remove & Salvage Existing Fire Hydrant	7	EA	2,000.00	14,000.00
A-28	7-15	3/4" Water Service	17	EA	2,000.00	34,000.00
A-29	7-15	1" Water Service	3	EA	2,500.00	7,500.00
A-30	7-15	1½" Water Service	4	EA	4,000.00	16,000.00
A-31	7-15	2" Water Service	1	EA	5,000.00	5,000.00
A-32	8-02	Restoration and Cleanup	1	LS	1,000.00	1,000.00
A-33	8-04	Remove and Replace Concrete Curb & Gutter	120	LF	50.00	6,000.00
A-34	8-04	Remove and Replace Concrete Sidewalk	130	SY	100.00	13,000.00
A-35	8-04	Replace Asphalt Curb	500	LF	15.00	7,500.00
A-36	8-20	Replace Induction Loop Vehicle Detector*	2	EA	1.00	2.00
A-37	8-22	Channelization and Pavement Markings	1	LS	5,000.00	5,000.00
*Not subject to Section 1-04.6.						
SUBTOTAL SCHEDULE A (BASE BID)						1,391,612.00
10.1% SALES TAX						140,552.81
TOTAL SCHEDULE A (BASE BID)						1,532,164.81

SCHEDULE A ADDITIVE BID SCHEDULE: WATERMAIN IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
AA-1	5-04	HMA CL. 1/2" PG 58H-22*	256	TN	190.00	48,640.00
AA-2	5-05	2" Pavement Grind	2,225	SY	5.00	11,125.00
*Not subject to Section 1-04.6.						
SUBTOTAL SCHEDULE ADDITIVE BID						59,765.00
10.1% SALES TAX						6,036.27
TOTAL SCHEDULE A ADDITIVE BID						65,801.27

SCHEDULE B: SIDEWALK IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
B-1	1-04	Unexpected Site Changes	1	FA	\$25,000.00	\$25,000.00
B-2	2-01	Clearing and Grubbing	1	LS	15,000.00	15,000.00
B-3	2-02	Tree Removal	2	EA	2,500.00	5,000.00
B-4	2-02	Remove Concrete Curb and Gutter	30	LF	145.00	4,350
B-5	2-02	Remove Concrete Sidewalk*	16	SY	235.00	3,760.00
B-6	2-03	Gravel Borrow, Incl. Haul*	250	TN	20.00	5,000.00
B-7	2-03	Roadway Excavation Incl. Haul.*	200	CY	20.00	4,000.00
B-8	4-04	Crushed Surfacing Base Course*	300	TN	20.00	6,000.00
B-9	5-04	HMA CL. 1/2" PG 58H-22*	550	TN	190.00	104,500.00
B-10	7-09	Adjust Existing Utility to Finished Grade	2	EA	2,000.00	4,000.00
B-11	8-02	Buffer Restoration	1	LS	5,000.00	5,000.00
B-12	8-04	Cement Concrete Traffic Curb and Gutter*	1,100	LF	55.00	60,500.00
B-13	8-06	Residential Driveway*	30	SY	340.00	10,200.00
B-14	8-14	Cement Concrete Sidewalk	600	SY	85.00	51,000.00
B-15	8-24	Concrete Block Retaining Wall	700	LF	160.00	112,000.00
*Not subject to Section 1-04.6						
TOTAL SCHEDULE B					415,310.00	

Per WAC 458-20-171 Sales Tax Shall Be Included in the Unit Price for Each Bid Item

SCHEDULE C: DRAINAGE IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
C-1	1-04	Unexpected Site Changes	1	FA	\$5,000.00	\$5,000.00
C-2	2-03	Remove Culvert	1	LS	3,750.00	3,750.00
C-3	4-04	Drainage Rock*	250	TN	55.00	13,750.00
C-4	7-02	Corrugated Polyethylene (CPEP) Storm Sewer Pipe, 12-In. Diam.	60	LF	75.00	4,500.00
C-5	7-05	Catch basin Type 1	1	EA	6,000.00	6,000.00
C-6	7-05	Connect to Ex. Storm Drain	1	EA	4,000.00	4,000.00
*Not subject to Section 1-04.6						
TOTAL SCHEDULE C					37,000.00	

Per WAC 458-20-171 Sales Tax Shall Be Included in the Unit Price for Each Bid Item

TOTAL SCHEDULE A (Base Bid)	1,532,164.81
TOTAL SCHEDULE B	415,310.00
TOTAL SCHEDULE C	37,000.00
TOTAL AMOUNT OF BASE BID	1,984,474.81

Total Bid Price in Words: one million nine hundred and eighty four thousand and four hundred and seventy four dollars and eighty one cents

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 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: _____

Date: _____

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

Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
1	<u>12/6/21</u>	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

RLI of 9025 N. Lindbergh Dr., Peoria, IL 61615
(Name) (Address)

Bidder: Laser Underground & Earthworks, Inc.

Signature of Authorized Official: [Signature]

Printed Name and Title: JANICE DANNENBERG-CEO /managing partner

Address: 20417 87th AVE SE Snohomish, WA 98296

Check One: Individual Partnership Joint Venture Corporation
State of Incorporation: Washington

Phone No.: 360-453-3502 Date: 12-14-21

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). (see attachment for signing authority)
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.

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, Laser Underground & Earthworks, Inc. (Principal), and RLI Insurance Company (Surety), are held and firmly bound unto the City of Tukwila (Owner) in the penal sum of Five Percent of Total Amount Bid dollars (\$ 5% of Total Amount Bid), 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 **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05**, 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 such extension.

Signed and dated this 6th day of December, 2021.

Laser Underground & Earthworks, Inc.

Principal

[Handwritten Signature]

Signature of Authorized Official

CEO / managing partner

Title

Name and address of local office of agent and/or Surety Company:

RLI Insurance Company

Surety

By

[Handwritten Signature]

Attorney in Fact Gary Niehl
(Attach Power of Attorney)

Niehl Insurance Agency, Inc.

375 118th Ave. SE, #103

Bellevue, WA 98005



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.

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1355368

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Gary Niehl in the City of Bellevue, State of Washington, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: Laser Underground & Earthworks, Inc.
Obligee: City of Tukwila
Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 6th day of December, 2021.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of December, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 6th day of December, 2021.

RLI Insurance Company
By: Jeffrey D. Fick Corporate Secretary

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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 **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. 904 401 05.

Laser Underground & Earthworks, Inc.
Name of Firm

[Signature]
Signature of Authorized Official

CEO & Managing Partner
Title

SEAL



Signed and sworn to before me:

Dated: December 14th 2021

[Signature]
(Signature)

Brittany Walker
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 4/7/2024

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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RESPONSIBLE BIDDER DETERMINATION FORM

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

Name of Bidder: Laser Underground & Earthworks, Inc.

Address of Bidder: 20417 87th AVE SE

Snohomish WA 98296
City State Zip Code

Contractor's License No. LASERUE1010J WA State UBI No. 1001-269-998

License Bond Registration No. SSB403957 Dept. of L&I Worker's Comp. Acct. No. 587436007

Bidder is a(n): Individual Partnership Joint Venture
 Incorporated in the state of Washington

List business names used by Bidder during the past 10 years if different than above:

Bidder has been in business continuously from 1990

Bank Reference People's Bank Sierra Schram 425-385-2506
Bank Account Officer Officer's Phone No.

No. of regular full-time employees: 6

Number of projects in the past 10 years completed: 5 ahead of schedule 30 on schedule
behind schedule

Bidder has had experience in work comparable to that required for this Project:
As a prime contractor for 31 years.
As a subcontractor for 31 years.

List the supervisory personnel to be employed by the Bidder and available for work on this project (Project Manager, Principal Foreman, Superintendents, and Engineers):

Name	Title	How Long With Bidder
<u>Derick Wells</u>	<u>Superintendent</u>	<u>23 years</u>
<u>Josh Parrish</u>	<u>Foreman</u>	<u>1 year</u>
<u>Shannon Tremper</u>	<u>Project Manager</u>	<u>3 years</u>

Name the Surveyor to be used on this Project, who will directly supervise all surveying activities. Attach a resume outlining the experience and qualifications of the Surveyor. Is the Surveyor licensed in the State of Washington (a PLS)? Yes No

Surveyor's Name: American Surveying and Environmental, LLC

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.

<u>Project Name</u>	<u>Year Completed</u>	<u>Contract Amount</u>	<u>Owner/Reference Name and Phone</u>
Lake McDonald WM Improvement	2017	954K	KC WD 90 Chris Schmidt 425-289-7315
Renton Hill Util replacement	2019	7M	City of Renton John Hobson 425-430-7279
WM Replacement	2019	1.12M	KC WD 20 Peter Paulson 425-827-2014
19012 158 th PL SE Sidewalk	2019	2.2M	City of Bellevue Christopher Masek 425-452-2734
7 th AVE WM Replacement	2021	5.5M	KC WD 20 Peter Paulson 425-827-2014
2020 AC WM Phase 3	2021	1.37M	City of Bellevue Chris Pierson 425-466-7566
Reintree AC WM Replacement	2012	1.12M	Woodinville WD Blueline group 425-216-4051
_____	_____	_____	_____
_____	_____	_____	_____

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:

<u>Name of Client and Project</u>	<u>Contract Amount</u>	<u>Total Claims Arbitrated or Litigated</u>	<u>Amount of Settlement of Claims</u>
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has Bidder, or any representative or partner thereof, ever failed to complete a contract?
 No Yes If yes, give details: _____

Has Bidder ever had any Payment/Performance Bonds called as a result of its work?
 No Yes If yes, please state: _____

<u>Project Name</u>	<u>Contracting Party</u>	<u>Bond Amount</u>
_____	_____	_____
_____	_____	_____

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: _____

Has any adverse legal judgment been rendered against Bidder in the past 5 years? No Yes If yes, give details: _____

Has Bidder or any of its employees filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? No Yes If yes, please state:

<u>Date</u>	<u>Type of Injury</u>	<u>Agency Receiving Claim</u>
7/10/19	Toe dismemberment	L&I
_____	_____	_____
_____	_____	_____

The undersigned warrants **under penalty of Perjury** that the foregoing information is true and accurate to the best of his/her knowledge. The undersigned authorizes the City of Tukwila to verify all information contained herein.

Signature of Bidder *Jenny*
Title: CEO / Managing Partner Date: 12/14/21

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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, December 14, 2021, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Laser Underground & Earthworks, Inc.
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Janice Dannenberg
Printed Name

CEO & Managing Partner
Title

12-14-21
Date

Snohomish
City

WA
State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity 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 vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner. (see attachment for signing authority)*

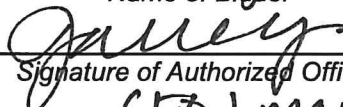
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PROPOSED EQUIPMENT AND LABOR SCHEDULE
(Use additional sheets if required)

Equipment to be used:

<u>DESCRIPTION/TYPE</u>	<u>YEAR</u>	<u>CONDITION</u>	<u>OWN/RENT</u>
310 SG Backhoe	2015	excellent	OWN
200 Excavator	2004	excellent	OWN
asphalt zipper AZ-360B	2018	excellent	OWN
12 yard dump truck	2021	excellent	OWN
135g excavator	2014	excellent	OWN

Labor to be used: Foreman - 1, operator - 2, dump truck driver - 1, pipe layer - 1, laborer - 1, flagger - 2, TCS - 1

Laser Underground & Earthworks, INC.
 Name of Bidder

 Signature of Authorized Official
 CEO / managing partner
 Title

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PROPOSED SUBCONTRACTORS

Name of Bidder Laser Underground & Earthworks, Inc.

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.

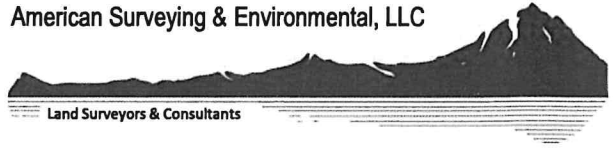
The successful Bidder must have the written permission of the Owner to make any change to this list.

Percent of total bid to be performed by Bidder ~95.7 %

Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
<u>(Electrical) Transportation Systems Inc.</u>	<u>A 36</u>	<u>0.3 %</u>
<u>(Rebar) Sebastian Construction Inc.</u> <u>if needed</u>	<u>A33, A34, B12, B13, B14</u>	<u>4 %</u>

WORK TO BE PERFORMED BY PRIME CONTRACTOR

<u>Laser Underground & Earthworks, Inc</u>	<u>all other work</u>	



American Surveying & Environmental, LLC at a Glance

Consulting- Land Surveying & Related Services
Founded- September, 2012, *formerly known American Engineering Corporation*
Ownership- Privately held S-Corporation
Office- Redmond, WA
Annual Sales- \$600,000+
General Liability Insurance- \$1 million/ \$2 million policy
Professional Liability Insurance- \$2,000,000 policy
Employees- 4 hourly staff

About American Surveying & Environmental, LLC

American Surveying & Environmental, LLC is a full- service consulting company offering land surveying and construction surveying & layout services. We have a highly experienced and motivated staff who will work closely with you to serve your project needs.

Our office is equipped with a comprehensive network of computer stations and software including the most current version of AutoCAD Civil 3D. Our field crews are equipped with the latest electronic surveying instruments and GPS equipment and are backed by a time-efficient survey calculation and mapping program. Our field survey equipment includes Topcon GPS receivers, Topcon Robotic and Nikon Total Stations, Leica Digital Level and TDS & Spectra Ranger Data Collectors.

Areas of Expertise

- Boundary and Topographic Surveying
- Legal Description Composition
- Construction Surveying & Layout
- Certified Federal Surveyor
- Water Quality Testing/Monitoring
- Land Use Planning and Permitting

Services Provided

Land Surveying:

- Boundary Surveys
- Topographic Surveys and Site Mapping
- Horizontal and Vertical Control Surveys
- ALTA/ACSM Surveys
- Construction Layout Surveying
- Survey Monument Perpetuation/Restoration
- Easement Exhibits and Legal Descriptions
- Parcel Maps
- Condominium Surveys & Plans
- Long Plat/Subdivision Surveys
- Boundary/Lot Line Adjustment Surveys
- Record of Survey
- Aerial Maps
- Hydrographic Surveys
- Settlement Monitoring
- FEMA Elevation Certificate
- As Built Surveys & Record Drawings
- Title report and Property Encumbrance Reviews
- Land Description Reviews (LDR) – *CFedS*
- Cert. of Inspection & Possession (CIP) - *CFedS*
- Boundary Assurance Certificates (BAC) - *CFedS*

Contact Information

Phone: (425) 881-7430 **Fax:** (425) 881-7731

Website: www.american-engineering.net

Michael Sjolin, Principal

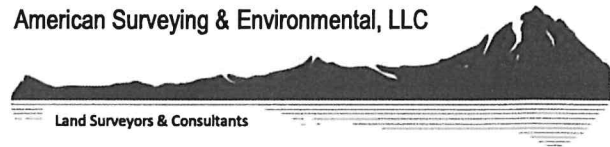
Registered Professional Land Surveyor – (WA) No. 45174
Certified Federal Surveyor – No. 1570 (CFedS)
msjolin@american-engineering.net

Brett Garr, Principal

Land Surveyor in Training – (WA) No. 1139
bgarr@american-engineering.net

Rory Allen, Principal

Certified Erosion and Sediment Control Lead
rallen@american-engineering.net



STAFF RESUMES

Michael Sjolín, Director of Surveys, Principal
Registered Professional Land Surveyor No. 45174 (WA)
Certified Federal Surveyor No. 1570

Michael has more than Seventeen years' of experience in the land surveying profession. During this time he has conducted and supervised cadastral surveys, topographic surveys and construction layout surveys and been involved as project manager of many different types and sizes of projects. He has vast experience drafting numerous types of survey maps, including boundary surveys, topographic, ALTA, condominium, wetland delineation, long and short plats, GIS mapping, and boundary line adjustments. In addition, he is well-versed at preparing various types of legal descriptions and easement documents including exhibit maps using Autodesk Civil 3D. Michael also has ample experience conducting and supervising FEMA Elevation Certificate surveys used for flood insurance. Michael has a very methodic and systematic approach to insure a high level of quality control. His attention to detail and careful project approach makes him a valuable member of ASE's professional team.

Michael's experience also includes performing complex boundary computations and construction staking pre-calculations for a variety of different projects in both the private and public sector. His project experience range includes small residential lots, large site development projects; both private and public, airports, county roads and state highways. He is highly capable and has the experience needed to simultaneously manage multiple projects from beginning to completion with accuracy and attention to detail and the ability to maintain required project budgets and time constraints.

In June of 2012 Michael received Certified Federal Surveyor (CFedS) status from the United States Department of the Interior Bureau of Land Management. The CFedS program, which has been approved by the U.S. Secretary of the Interior, was designed specifically to enhance the level of knowledge and expertise in the professional land surveying community for survey work performed on federal lands and especially on Indian trust lands. To earn the CFedS designation, professional land surveyors must complete approximately 120 hours of course materials prepared by the BLM's National Training Center, in Phoenix, Arizona, and pass the certification examination. To maintain the certification, a CFedS must complete 10 hours of continuing education annually. This certification has provided Michael the additional knowledge and skill to offer superior boundary survey practice.

Brett Garr, Project Manager, Principal
Land Surveyor in Training No. 1139

Brett has more than seventeen years' experience as a field surveyor beginning his career as a rodman/instrument operator while working at David Evans and Associates at the Everett office, then worked his way up to Project Manager at American Engineering Corporation. Brett's surveying experience includes many years of experience in field survey layout of plats, roads, water, sewer and other infrastructure. He also has a very broad base of experience in boundary, topographic & mapping surveys for land development and civil design. Brett possesses excellent communication skills and understands exactly what is required to provide the client with superior quality and excellent service. Brett works well with construction contractors and has the ability to simplify and solve most any of the complications that are involved in most public works construction projects. Brett is an especially valuable personnel asset to have on your project team.

Brett earned Land Surveyor in Training status in May of 2011 and he is currently working towards obtaining his professional surveyor license here in Washington State.

Rory Allen, Project Manager, Principal
Certified Erosion & Sediment Control Lead

Rory Allen has more than eight years' experience in the field starting his career as a rodman/instrument operator at American Engineering Corporation and working his way up to survey party chief. Rory understands exactly what is required to produce the finished products of mapping and site development and applies that knowledge in gathering field data. Rory is a major player in the mapping and the collection of field data for all projects. Rory has always pushed himself to keep up with equipment technology and is constantly working on ways to keep projects within budget while obtaining all the data that is required for the finished product.

In December of 2012 Rory obtained his Certified Erosion & Sediment Control Lead certification. Rory is currently working towards obtaining his 'Land Surveyor in Training' status here in Washington State.

LASER

Underground & Earthworks, Inc.

20417 87th Avenue SE, Snohomish, WA 98296 (360) 453-3502 Office@laserug.com

Date: October 26th, 2021

To: All Whom it May Concern

From: Bret Lane, President, Laser Underground & Earthworks, Inc.

Re: Signing Authority for Laser Underground & Earthworks, Inc.

Effective August 1st, 2021 Janice Lin Dannenberg (CEO and Managing Partner) and Jan Willem Dannenberg (COO and Managing Partner) have full authority to sign corporate documents on behalf of Laser Underground & Earthworks, Inc.

Sincerely,
Bret Lane



Founder & President, Laser Underground & Earthworks, Inc.

Contractors

LASER UNDRGRND & ERTHWKRS INC

Owner or tradesperson

Principals
Lane, Bret Anthony, PRESIDENT

KAIN, DANIEL J
(End: 10/19/2011)

20417 87TH AVE SE
SNOHOMISH, WA 98296
425-251-1636
SNOHOMISH County

Doing business as
LASER UNDRGRND & ERTHWKRS INC

WA UBI No.
601 269 998

Business type
Corporation

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.

LASERUE1010J

Effective — expiration

09/11/1990— 10/02/2022

Bond

RLI INS CO

\$12,000.00

Bond account no.

SSB403957

Received by L&I

06/23/2010

Effective date

09/10/2010

Expiration date

Until Canceled

Insurance

Ohio Security Ins Co

\$1,000,000.00

Policy no.

BKS55878981

Received by L&I

11/01/2021

Effective date

12/06/2020

Expiration date

12/06/2022

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
Minority/Women Business Enterprise (MWBE)

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 **Account is current.**
587,436-00

Doing business as
LASER UNDERGROUND & EARTHWORKS
Estimated workers reported
Quarter 3 of Year 2021 "21 to 30 Workers"
L&I account contact
T0 / KARLA BOWMAN (360)902-5535 - Email: BOWK235@lni.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 **06/03/2020** No violations
Inspection no.
317958842
Location
**206 SW 112th St
Seattle, WA 98146**

Inspection results date **08/23/2016** No violations
Inspection no.
317941624
Location
**1404 S. 136th St
Burien, WA 98168**

