CITY OF SEATTLE



BID FORM

Improvement of:

2017 Arterial Asphalt and Concrete S Michigan St et al

PW#: 2017-004

Funded by: Move Seattle Levy, Levy Lid Lift

Bids Open: May 17, 2017

BID REQUIREMENTS

0-01.1 INSTRUCTIONS TO BIDDERS

GENERAL

This Contract will be administered by the Director of the Seattle Department of Transportation, subject to the approval and acceptance of the Director of Finance and Administrative Services. All questions shall be e-mailed and be directed to the following:

Before Bid Opening:

Joe Mathieu, PE

Seattle Department of Transportation

joe.mathieu@seattle.gov

After Bid Opening and

Before Execution:

Judy Keefe

City Purchasing and Contracting Services

Judy.Keefe@seattle.gov

206-684-8032

After Execution:

Mark Sliger

Seattle Department of Transportation Construction Management

Mark.Sliger@Seattle.Gov

206-733-9936

Inclusion Plan: All questions on the Inclusion Plan shall be directed to Miguel

Beltran at Miguel.beltran@seattle.gov or 206-684-4525. Backup contact is Carmen

Kucinski at carmen.kucinski@seattle.gov or 206-684-0188.

II. BID OPENING

The authorized Bid Form shall be submitted as specified in Section 1-02.9(1). In accordance with Section 1-02.12, Bids will be opened and read orally immediately after 2:00 p.m. on May 17, 2017 at the following address:

City of Seattle City Purchasing and Contracting Services Seattle Municipal Tower Suite 4112 700 Fifth Avenue Seattle, Washington 98104

III. TIME OF COMPLETION

Work shall begin immediately on the Notice To Proceed Date in the Written Notice from the Engineer and after the date of such notice shall be physically completed within the following period per Section 3 of the Agreement:

90 WORKING DAYS

IV. LIQUIDATED DAMAGES

If the successful Contractor fails to complete Work within the time set forth above, (s)he shall be charged Liquidated Damages per Section 4 of the Agreement and Section 1-08.9. See Section 1-08.9 for method for determining cost of liquidated damages.

V. SUBSURFACE INFORMATION

Refer to Section 1-02.4(2) for information about any geotechnical or environmental reports, soil boring data, soil sample test data, or other data accumulated by the Engineer.

VI. ITEMS OF INTEREST TO BIDDERS

Reference Bidder/Subcontractor List 1-02.9(3) Bid, Form and Style of 1-02.5 Bid Guaranty1-02.7 Bid Submittal Date. Change of 1-02.9(2) Bidders, Disqualification of1-02.14 Bidders, Qualifications of......1-02.1 Bids, Irregular1-02.13 Bond, Bid — see Bid Guaranty1-02.7 Equal Benefits, Affirmative Efforts, Equal Employment Opportunity and Non-Discrimination Examination of Bid Documents and Project Site......1-02.4 Evidence of Insurance 1-03.3(1) Quantities, Estimated 1-02.3

VII. USE OF RECYCLED MATERIALS

Refer to Section 9-03.18 for information on the use of recycled Materials in Aggregates.

Refer to Sections 5-05.3(1) and 6-02.3(1) for information on the use of pozzolans in cement concrete.

Other Sections of the Contract may also allow for the use of recycled Materials.

VIII. REQUIREMENTS TO RECYCLE MATERIALS

Refer to Section 1-07.3(4) for information on requirements to recycle materials.

Other Sections of the Contract may also require the recycling of materials.

IX. CONSENT DECREE ACKNOWLEDGMENT

The City of Seattle ("City"), the United States Environmental Protection Agency ("EPA") and the Washington State Department of Ecology ("Ecology"), have entered into a Consent Decree to settle the Complaint filed against the City by the United States in the United States District Court for the Western District of Washington, captioned United States of American and the State of Washington v. City of Seattle, Civil Action No. 2:13-cv-678, ("Consent Decree"). The Complaint alleged that the City of Seattle ("City") violated Sections 301 and 402 of the Clean Water Act, 33 U.S.C. §§1311 and 1342 ("CWA"), and

the conditions and limitations of its National Pollutant Discharge Elimination System ("NPDES") permit issued to the City by Ecology as authorized by EPA under Section 402(b) and the CWA.

Article II, Section 7 of the Consent Decree establishes that "any action taken by any entity retained by the City to implement the City's obligations under this Consent Decree shall be considered an action of the City for purposes of determining compliance with the Consent Decree."

Article II, Section 6 of the Consent Decree requires that the City provide a copy of the Consent Decree to all agents of the City, as well as to any engineering, consulting, or contracting firms or any other entity hired by the City to perform work that might reasonably require compliance with any provision of the Consent Decree. Section 6 expressly requires that "the City shall condition any contract upon performance of the work in conformity with the terms of this Consent Decree."

The Consent Decree requires, among other things, that the City; its agents and its contractors operate in a manner that does not cause sanitary sewer overflows ("SSOs") or dry weather overflows ("DWOs"). These requirements are incorporated into this contract, and the Contractor is required to comply with these and all terms of the Consent Decree.

Based on the foregoing, the City has determined that this contract shall be and is subject to the provisions of the Consent Decree, and that the Contractor is expressly required to comply with all terms of the Consent Decree as a condition of this contract with the City, and that a copy of the Consent Decree is attached to this contract as an Appendix.

By signing this contract, Contractor acknowledges receipt of the Consent Decree, and affirmatively represents that it has read the same, understands the requirements of the Consent Decree, and agrees that all Work in this contract shall be performed in conformity with the terms of the Consent Decree. Contractor further acknowledges that in the event that actions by the Contractor causes a violation of the Consent Decree that results in increased costs to the City through increased contractor costs, penalties or other claims, the City reserves all rights and legal remedies to recover such costs.

0-01.2 CHECKLIST FOR BIDDERS

The following items must be completed and submitted with Bid for the Bid to be considered responsive:

- 1. Bid Form Unit Prices (Section 0-01.3):
 - Include unit prices and unit price extensions for each Bid item on all Bid Schedules (when indicated) and Additives (when indicated).
 - Complete Bid summary.

2. Declaration (Section 0-01.3(1))

- Acknowledge all Addenda issued as a part of this Contract
- Complete and sign Declaration. Signer must be authorized to legally bind the Bidder.

3. Bid Guaranty (Section 1-02.7):

Must not be less than 5% of the maximum Bid amount including retail sales tax.

With regard to Section 0-01.4 INCLUSION PLAN:

a. Have you completed the Inclusion Plan? This form must be submitted with your bid if the Owner has estimated the Project will cost over \$300,000. The Inclusion Plan is a condition of Award for this Contract.

ALL OF THE ABOVE ITEMS MUST BE COMPLETED OR YOUR BID MAY BE DECLARED NON-RESPONSIVE.

Bidder / Subcontractors List (Section 0-1.5):

- Complete and sign Bidder / Subcontractor list.
- Submit Bidder / Subcontractor list with Bid or separately to CPCS within one hour of Bid submittal.

6. Supplemental Bidder Responsibility Criteria (Section 1-02.2):

 The Supplemental Bidder Responsibility Criteria Form and any additional documentation shall be submitted to CPCS within three (3) Business Days of receipt of request.

FAILURE TO COMPLETE, SIGN, AND SUBMIT ALL OF THE ABOVE BY THE REQUIRED DEADLINE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Submitting Bid: Bids must be submitted on authorized Bid Form provided on eBid site and must be submitted to City of Seattle City Purchasing and Contracting Services at one of the following addresses by 2:00 p.m. on the date designated for receipt of Bids in the Advertisement for Bids:

Post Office Box: Seattle Municipal Tower, PO Box 94687, Seattle, WA 98124-4687

OR:

Street Address: 700 — 5th Avenue Room 4112, Seattle Municipal Tower, Seattle, WA 98104.

If sending by courier (UPS, FedEx, etc.) the street address shall be used. If sending by United States Postal Service (USPS), the Post Office Box shall be used. Bidders are responsible for ensuring that the proper Zip code is used. The City of Seattle will not be responsible for a late bid. Bids received after the deadline will be returned unopened.

Bid Opening: Bids received by 2:00 P.M. on May 17, 2017 will be publicly opened and read immediately after 2:00 P.M. on May 17, 2017 .

Department of Finance and Administrative Services City Purchasing and Contracting Services Seattle Municipal Tower Suite 4112 700 Fifth Avenue Seattle, Washington 98104

0-01.3 BID FORM

TO THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES OF THE CITY OF SEATTLE:

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for: 2017 Arterial Asphalt and Concrete S Michigan St et al , as authorized under Ordinance Number(s) 124927 .
- B. The Bidder has examined the Project Site where the Work is to be performed and the conditions affecting the Work;
- C. Understanding that the quantities shown in the Bid are estimates only, being given for the purposes of comparing Bids, the Bidder hereby proposes to furnish all Material and labor and to perform all Work which may be required, and to complete the Work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following prices:
- D. The Bidder has attached a Bid Guaranty in the amount of five percent (5%) of the Total Bid including retail sales tax in the form of cashier's check, certified check, or Bid bond;

(NOTE: The letters "SP" whenever appearing in the Bid item number column of the Bid Form indicate that additions or revisions to the Standard Specifications applicable to that Bid item are included in the Standard Supplemental Specifications and Special Provisions. The Contractor is advised to review those requirements regarding Bid items so designated.

The number to the left of the Bid item description denotes the "Bid item code" for that particular Bid item. If it is a six digit number, the first three digits indicate the associated Specification division and section number. If it is a seven digit number, the first digit denotes the schedule number and the next three digits indicate the associated Specification division and section number. The last three digits comprise the identification number for that item within the particular Section.

An asterisk (*) appearing in the first column of the Bid Form denotes those items in which the Owner will pay retail sales tax in accordance with the excise tax Rule 170 (refer to Section 1-07.2(3) of the Specifications). For all other Bid items, the Contractor shall include retail sales tax in accordance with the excise tax Rule 171 (refer to Section 1-07.2(2) of the Specifications)

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|-----|-----------|------------------|--|-----------------|--------------------|----------------------|
| 440 | Bid em | Bid Item Code | Bid Item Description | Estimated Units | s Unit Price | Unit Price Extension |
| SC | HE | DULE: BAS | SE BID | | | |
| SP | 1 | 104001 | MINOR CHANGE | 30,000 CALC | \$1.00 | \$30,000.00 |
| SP | 2 | 105005 | CONSTRUCTION SURVEYING | 1 LS | \$12,937.61 | \$12,937.61 |
| SP | 3 | 108005 | CRITICAL PATH SCHEDULE UPDATE, MIN. BID = \$1500 per EA | 6 EA | \$ 1,500.00 | \$9,000.00 |
| | 4 | 109005 | MOBILIZATION | 1 LS | \$170,000.00 | \$ 170,000. |
| SP | 5 | 110005 | MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL INCLUDING FLAGGING | 1 LS | \$271,000.00 | \$271,000 .00 |
| SP | 6 | 110020 | TRAFFIC CONTROL PEACE OFFICERS | 500 HR | \$90.00 | \$45,000.00 |
| SP | 7 | 110s01 | PORTABLE CHANGEABLE MESSAGE SIGN | 27 WEEK | \$378.72 | \$ 10,225.44 |
| | 8 | 201005 | CLEARING & GRUBBING | 78 SF | \$16.89 | \$1,317.42 |
| | 9 | 202030 | REMOVE ASPHALT PAVEMENT | 24 SY | \$38.32 | \$919.68 |
| | 10 | 202035 | REMOVE CEM CONC SIDEWALK | 510 SY | \$33.40 | \$17,034.00 |
| | 11 | 202045 | REMOVE PAVEMENT | 473 SY | \$43.88 | \$ 20,755.24 |
| SP | 12 | 202060 | REMOVE PAVEMENT ABOVE WATER MAIN | 205 SY | \$80.49 | \$16,500.45 |
| | 13 | 202145 | REMOVE CURB | 819 LF | \$8.29 | \$ 6,789.51 |
| | 14 | 202296 | REMOVE FOUNDATION, PED PUSH BUTTON POST | 1 EA | \$ 587.53 | \$ 587.53 |
| | 15 | 202330 | REMOVE HANDHOLE | 5 EA | \$ 587.53 | \$2,937.65 |
| | 16 | 202410 | REMOVE POST, PEDESTRIAN PUSHBUTTON | 1 EA | \$ 94.00 | \$ 94.00 |
| | | Bidder: | Jansen Inc. | . Pag | e Subtotal: \$615, | 098.53 |

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|-----------|-----------|------------------|---|--------------------------|--------------------|----------------------|
| | Bid em | Bid Item Code | Bid Item Description | Estimated Units Quantity | Unit Price | Unit Price Extension |
| <u>SC</u> | HE | DULE: BA | SE BID | | 4 | . |
| | 17 | 202430 | REMOVE SIGN | 9 EA | \$138.35 | \$1,245.15 |
| | 18 | 202660 | REMOVE PEDESTRIAN PUSH BUTTON ASSEMBLY | 4 EA | | \$ 470.04 |
| | 19 | 202665 | REMOVE WIRELESS SENSOR | 2 EA | \$ 176.26 | 4 352.52 |
| SP | 20 | 202750 | SAWCUT ASPHALT CONCRETE, FULL DEPTH | 66 LF | \$2.35 | \$155.10 |
| SP | 21 | 202767 | SAWCUT CEMENT CONCRETE SIDEWALK, FULL DEPTH | 200 LF | \$2.63 | \$526,00 |
| SP | 22 | 202770 | SAWCUT RIGID PAVEMENT, FULL DEPTH | 2,118 LF | 79.67 | \$20,481.06 |
| | 23 | 204005 | COMMON EXCAVATION | 80 CY | \$137.93 | \$11,034.40 |
| | 24 | 207010 | SAFETY SYSTEMS IN TRENCH EXCAVATION, MIN. BID =\$1.15 per SF | 70 SF | \$ 84.00 | \$5,880.00 |
| | 25 | 401002 | MINERAL AGGREGATE, TYPE 2 | 150 TN | \$119.62 | \$17,943.00 |
| | 26 | 504020 | SURFACE PREP, PRELEVEL | 280 TN | \$111.53 | \$31,228.40 |
| | 27 | 504025 | SURFACE PREP, PLANE BITUMINOUS PAVEMENT | 22,185 SY | \$4.39 | \$97,392.15 |
| SP | 28 | 504046 | PAVEMENT, WMA (CL 1/2 IN) | 2,655 TN | \$99.79 | \$264,942.45 |
| | 29 | 504260 | PAVEMENT PATCH, TEMPORARY | 480 TN | \$110.00 \$ | 52,800 .00 |
| SP | 30 | 504290 | WATER MAIN PROTECTION, HMA PAVING | 3,315 LF | \$1.17 | \$3,878.55 |
| SP | 31 | 504300 | CEMENT CONCRETE GRINDING FOR BUTT JOINT, 0-2" DEPTH | 375 SY | \$56.35 | \$21,131.25 |
| SP | 32 | 504310 | CRACK SEALING | 7,800 LF | \$ 5.41 | \$42,198.00 |
| | | Bidder: | Jansen Inc. | . Pag | e Subtotal: 4 571, | 658.07 |

| 2017 | AAC S Mi | chigan St et al | | | Page 8 |
|-------------|------------------|--|-----------------|-------------------|----------------------|
| Bid Item | Bid Item Code | Bid Item Description | Estimated Units | Unit Price | Unit Price Extension |
| SCHE | DULE: BA | SE BID | | d 10 1- | 4 |
| 33 | 505287 | ROADWAY CEM CONC BASE, HES (24 HR), 11 IN | 1,280 SY | \$130.15 | \$166,592.°° |
| 34 | 705355 | CATCH BASIN, TYPE 242A | I EA | \$ 6,498.41 | \$6,498.41 |
| 35 | 705450 | INLET, TYPE 250A | 18 EA | \$975.61 | \$17,560.98 |
| 36 | 705451 | INLET, TYPE 250B | 1 EA | \$975.61 | \$975.61 |
| 37 | 708058 | PIPE, CB CONN, D.I., CL 50, 8 IN | 14 LF | \$252.85 | \$3,539.90 |
| 38 | 708258 | PIPE, INLET CONN, D.I., CL 50, 8 IN | 272 LF | \$99.a8 | \$27,004.16 |
| SP 39 | 714s01 | SPU HYDRANT RELOCATION SUPPORT | 10,000 FA | \$1.00 | \$10,000.00 |
| 40 | 717008 | BEDDING, CL B, 8 IN PIPE | 286 LF | \$37.28 | \$10,662.08 |
| 41 | 717s90 | TELEVISION INSPECTION | 14 LF | \$ 63.00 | \$88a.°° |
| 42 | 720005 | ADJUST EXISTING MH, CB, OR VC | 5 EA | \$ 364.80 | \$1,824.00 |
| 43 | 720010 | ADJUST EXISTING INLET | 11 EA | \$182.40 | \$ 2,006.40 |
| 44 | 720020 | ADJUST EXISTING VALVE BOX | 24 EA | \$182.40 | \$4,377.60 |
| 45 | 720045 | ADJUST EXISTING HANDHOLE | 3 EA | \$364.80 | \$1,094.40 |
| 46 | 720230 | UTILITY CASTING, TYPE 230 | 19 EA | \$417.12 | \$7,925.28 |
| 47 | 720266 | UTILITY CASTING, TYPE 266, VANED GRATE | 5 EA | \$512.36 | \$2,561.80 |
| SP 48 | 801001 | CONSTRUCTION STORMWATER & EROSION CONTROL PLAN (CSECP) | 1 LS | \$2,940.15 | \$2,940.15 |
| | Bidder: | Jansen Inc. | _ Pag | e Subtotal: \$ 2U | 6,444.77 |

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|----|------------|------------------|---|----------------|---|----------------------|
| | Bid tem | Bid Item Code | Bid Item Description | Estimated Unit | s Unit Price | Unit Price Extension |
| SC | HE | DULE: BA | SE BID | | | |
| SP | 49 | 801002 | TREE, VEGETATION & SOIL PROTECTION PLAN (TVSPP) | 1 LS | \$ 1,871.23 | \$ 1,871.23 |
| | 50 | 801003 | SPILL PLAN (SP) | 1 LS | \$2,940.15 | \$2,940.15 |
| | 51 | 802160 | TOPSOIL, TYPE A | 3 CY | \$340.31 | \$1,020.93 |
| | 52 | 802610 | SEEDED LAWN INSTALLATION | 80 SF | \$36.46 | \$2,916.80 |
| | 53 | 802710 | LAWN ESTABLISHMENT, MIN. BID = \$1000 | 1 LS | \$1,000.00 | \$1,000 .00 |
| SP | 54 | 802s01 | ROOT PRUNING | 10,000 FA | \$1.00 | \$10,000.00 |
| | 55 | 804025 | CURB, CEM CONC W/ 25% POZZOLANS | 576 LF | \$40.95 | \$23,587.20 |
| | 56 | 804035 | CURB AND GUTTER, CEM CONC W/ 25% POZZOLANS | 179 LF | \$46.86 | \$8,387.94 |
| | 57 | 807005 | CURB, TRAFFIC, PRECAST | 671 LF | \$ 35.25 | \$23,652.75 |
| | 58 | 810010 | FLEXIBLE DELINEATOR POST | 2 EA | § 235.01 | \$ 470.02 |
| | 59 | 813020 | MONUMENT FRAME AND COVER | 1 EA | \$688.51 | \$688.51 |
| SP | 60 | 814205 | SIDEWALK, CEM CONC W/ 25% POZZOLANS | 395 SY | \$60.25 | \$23,798.75 |
| | 61 | 814210 | SIDEWALK, THICKENED EDGE W/ 25% POZZOLANS | 277 LF | \$7.66 | \$2,121.82 |
| | 62 | 814220 | CURB RAMP 422A W/ 25% POZZOLANS | 15 EA | \$2,104.24 | \$31,563.60 |
| | 63 | 814222 | CURB RAMP 422B W/ 25% POZZOLANS | 13 EA | \$2,220.45 | -\$28,865.85 |
| | 64 | 819018 | DRIVEWAY, CEM CONC, HES (24 HRS), 8 IN | 25 SY | \$214.45 | \$5,361.25 |
| | | Bidder: | Jansen Inc. | Pag | ge Subtotal: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | 246.80 |

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|----|-------------|------------------|---|-----------------|------------------|----------------------|
| | Bid tem | Bid Item Code | Bid Item Description | Estimated Units | Unit Price | Unit Price Extension |
| SC | HE | DULE: BA | SE BID | | d 100 | 4 II . = . D |
| | 65 | 821006 | INSTALL SIGN, TRAFFIC, OWNER FURNISHED | 30 EA | \$138.35 | \$4,150.50 |
| SP | 66 | 821031 | POST, TRAFFIC SIGN, TS-5 | 19 EA | \$203.09 | \$3,858.71 |
| SP | 67 | 821033 | POST, TRAFFIC SIGN, TS-10 | 8 EA | \$228.99 | \$1,831.92 |
| | 68 | 821050 | RELOCATE SIGN, TRAFFIC | 4 EA | \$138.35 | \$553.40 |
| | 69 | 821055 | RELOCATE SIGN, STREET NAME | 3 EA | \$138.35 | \$415.05 |
| SP | 70 | 822005 | PAVEMENT MARKING, MMA 4 IN, PROFILED | 9,458 LF | \$2.18 | \$20,618.44 |
| SP | 71 | 822012 | PAVEMENT MARKING, PAINT, 12 IN CURB | 671 LF | \$1.18 | \$791.78 |
| | 72 | 822018 | PAVEMENT MARKING, THERMOPLASTIC, 8 IN | 3,152 LF | \$4.06 | \$12,797.12 |
| | | | STRIPE | | \$158.82 | \$6,511.62 |
| | 73 | 822020 | PAVEMENT MARKING, THERMOPLASTIC, LEGEND/SYMBOL | 41 EA | 4 | 1 |
| | 74 | 827040 | SIGN, PROJECT IDENTIFICATION, OWNER FURNISHED | 5 EA | \$ 138.40 | \$692.00 |
| | 75 | 831160 | SIGNAL HEAD, PEDESTRIAN COUNTDOWN, LED | l EA | \$1,762.58 | \$1,762.58 |
| SP | 76 | 831180 | APS PEDESTRIAN PUSHBUTTON ASSEMBLY | 4 EA | \$3,055.15 | \$12,220.60 |
| SP | 77 | 831561 | INSTALL OWNER FURNISHED WIRELESS SENSOR | 81 EA | \$ 246.76 | \$19,987.56 |
| SP | 78 | 831s01 | SIGNAL WIRING (S MICHIGAN ST/6TH AVE S) | 1 LS | \$1,175.06 | \$ 1,175.06 |
| SP | 79 | 831s02 | SIGNAL WIRING (S MICHIGAN ST/CARSON AVE S) | 1 LS | \$13,278.13 | \$13,278.13 |
| SP | 80 | 831s03 | SIGNAL WIRING (S BAILEY ST/CARLETON AVE S) | 1 LS | \$1,175.06 | 91,17506 |
| | | Bidder: | Jansen Inc. | Pag | e Subtotal: \$10 | 1,819.53 |

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|------|-----|------------------|---|-----------------|------------|----------------------|
| Bi | | Bid Item Code | Bid Item Description | Estimated Units | Unit Price | Unit Price Extension |
| SCH | IEI | OULE: BAS | SE BID | | | 1 |
| SP | 81 | 832420 | PEDESTAL, ALUMINUM, 10 FT | 1 EA | \$3,172.65 | \$3,172.65 |
| | 82 | 832500 | PEDESTRIAN PUSH-BUTTON POST | 3 EA | \$1,116.30 | \$3,348.90 |
| 3 | 83 | 832550 | FOUNDATION, PEDESTAL | I EA | \$3,407.66 | \$3,407.66 |
| | 84 | 832555 | FOUNDATION, PEDESTRIAN PUSH BUTTON POST | 3 EA | \$940.04 | \$2,820.12 |
| | 85 | 833010 | CONDUIT, PVC, 1 IN | 40 LF | \$21.15 | \$846.00 |
| 1 | 86 | 833020 | CONDUIT, PVC, 2 IN | 100 LF | \$ 23.50 | \$2,350.00 |
| SP 8 | 87 | 833200 | TRENCHING, CONDUIT | 60 LF | \$58.75 | \$3,525.00 |
| 8 | 88 | 833302 | HANDHOLE, TYPE 2 | 5 EA | \$1,086.93 | \$5,434.65 |
| 8 | 89 | 833303 | HANDHOLE, TYPE 3 | 4 EA | \$1,880.09 | \$7,520.36 |

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|--|--------------------|
| BASE BID (items 1 through 89 inclusive) State Sales Tax (10.1%) Total BASE BID including tax | s_1,755,693.04 |
| Total all Schedules including tax | \$ 1,755,693.04 |

0-01.3(1) DECLARATION

I declare, under penalty of perjury under the Laws of the State of Washington, as follows:

- A. <u>BID</u>: I agree to perform the Work in compliance with the Bid Documents, for the prices stated in Section 0-01.3(1) of the Bid Form.
- B. <u>NON-DISCRIMINATION</u>: I agree to ensure equal opportunity for employment and to engage in Affirmative Efforts in the solicitation of women and minorities and WMBE firms for participation on this Contract in accordance with SMC Ch. 20.42 and RCW 35.22.650.
- C. <u>NON COLLUSION</u>: I 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 the preparation and submission of a Bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.
- **D.** My bid takes into account the requirements imposed by Section 1-07.18, Subsection 8 which waives, with respect to the Owner only, the Contractor's immunity under RCW Title 51, (Industrial Insurance) of the Revised Code of Washington.
- E. I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not disqualified or otherwise debarred from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- F. Responsible Bidder Requirements: My bid acknowledges that I am in compliance with all of the responsible bidder requirements under RCW 39.04.350, including: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3) or on the Federal Excluded Parties List System (epls.gov). I will provide proof of these requirements if requested.

Version: 11/23/2016 - City Bid Declaration: FAS Rev 11-2016

| | GEN | ERAL BUSINESS INFORMATION | | |
|--|-----------------------------|---|--|--|
| Business Name: | Tansen | Iv. | | |
| | | Holly St., Bellingham, WA 98225 | | |
| | | Holly St. Bellingham, WA 98225 | | |
| the state of the s | 369933 | | | |
| | , | shington please fill in the following: | | |
| Washington State Office Addre | ess: | | | |
| State in which the Company is | formed: | | | |
| State of WA UBI No.: | | 1.00 D20 1.11 | | |
| | ation No. | 600 039 614 | | |
| State of WA Contractor Registr | 19 1981 POSTA IN NOTICE (V. | JANSEI*088BA | | |
| Employment Security Departm | ent No. | 338060 002 | | |
| City of Seattle Business License | No.: | 552847 | | |
| | | CONTACT INFORMATION | | |
| Primary Contact for Award (Na | me and Title): | Cameron Travers, Co. Vice President | | |
| Primary Contact Phone: | | 360.933-4807 Email: bids@jansen-inc.com | | |
| Administration Contact (Name | and Title): | Heather Radke, Co Vice President | | |
| Administration Contact Phone: | | 360.933-4807 Email: hearher@jansen-inc.com | | |
| Social Equity Contact (Name ar | id Title): | Heather Radke, Co Vice President | | |
| Social Equity Phone: | | 360.933.4807 Email: heather @junsen-inc-com | | |
| | | NSURANCE INFORMATION | | |
| Name of Insurance Company: | Prop | el Insurance | | |
| Name of Insurance Contact: | Ama | unda Rush | | |
| Insurance Contact Phone: | 253.75 | 59.2700 Email: amanda.rush@ popelinswawe.com | | |
| Receipt is hereby acknowledged | d of Addenda | • • | | |
| 1 | 130 | | | |
| OFFICIAL AUTHORIZED TO SIGN | FOR BIDDER: | | | |
| I certify (or declare) under penalty of perjury under the laws of the State of Washington | | | | |
| ocation or Place Executed (City | | Print Name and Title: | | |
| Bellingham.WA | | Grant Jansen, President | | |
| O511712017 | | Signature: | | |

0-01.4 INCLUSION PLAN

Bidders must complete and submit the inclusion plan form with their bid. Carefully read the attached instructions.

0-01.4(A) SOCIAL EQUITY PLAN

Bidders must complete and return this Social Equity Plan to CPCS on or before the Preconstruction Meeting.



City of Seattle City Purchasing and Contracting Services (CPCS)

Inclusion Plan Construction – Public Works

Bidders must complete and submit this form with their bid. Carefully read all instructions.

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525 (Miguel Beltran@seattle.gov)
- Carmen Kucinski, 206-684-0188 (carmen.kucinski@seattle.gov)

| Bidder Company Name | Jansen Inc. |
|---|--|
| Public Works Number | 2017-004 |
| Project Title | 2017 Arterial Asphalt + concrete S Michigan St et al |
| Name of person authorized to speak on behalf of the company regarding this Plan | Cameron Travers |
| Email | cameron@jansen-inc.com |
| Phone | 360-933-4807 |

Aspirational WMBE GOALS. Total available score: 6 points.

Identify the Aspirational WMBE Goals Bidder believes can reasonably be achieved through good faith efforts during this project. It is not mandatory that these goals be achieved; they are not contractually or legally binding. Goals must be developed in good faith and represented as attainable by reasonable efforts.

| Estimated percentage of the base bid to Minority Owned contractors and suppliers | 5.00% |
|--|--------|
| Estimated percentage of the base bid to Woman Owned contractors and suppliers | 6.00% |
| Total estimated percentage of the base bid to all WMBE contractors and suppliers | 11.00% |

BUSINESS SUPPORT STRATEGIES. Total available score: 4 points

Each of the two options below is worth 2 points. Bidder may select one, both, or neither. Once selected, it applies to:

- 1. Registered as a Women or Minority Owned Business in the City Online Business Directory, and/or
- 2. Small Business Concern as certified by King County, and/or
- 3. Disadvantaged Business Enterprise of any definition certified by the State of Washington, and/or
- 4. Women or Minority Owned Business Enterprise as certified by the State of Washington; and/or
- 5. Small Business Concern certified by the State of Washington.

| Business Support Strategy | Accept |
|---|--------|
| Early Retainage Release. The prime (and any sub-tier primes) will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor. | Yes |
| Advance Mobilization Pay: The Prime (and any sub-tier primes) shall advance 10% of the specified and agreed-upon mobilization costs that were identified by line item within the WMBE firms bid, to each qualified firm at least 5 days in advance of the mobilization event. | Ye8 |

WMBE GUARANTEES. Total available score: 6 points.

A Bidder may offer to guarantee work to WMBE firms for the project, by identifying the WMBE and minimum dollar value of such work in the table below. You may add additional rows.

| WMBE Business Name | Minimum Guaranteed Dollar Amount |
|----------------------------|-------------------------------------|
| Reece Construction Company | \$42,151.00 |
| OMA Construction | \$ 63,000.00 |
| Salinas Sawing and Sealing | \$53,912.00 |
| J | \$ |
| | \$ |
| | \$ |
| TOTAL | \$159,063.00 |

City of Seattle: Public Works Women and Minority Business Inclusion Plan Instructions

Carefully review all instructions. All Bidders must complete this form. The City public works inclusion plan requires the Bidder identify the good faith efforts the Bidder will use to include woman-owned and minority-owned business (WMBE) firms on the City project. There are 3 options for evidencing good faith efforts. Each option is worth points which can vary depending on information supplied by the Bidder. There are a maximum of 16 points available. The Bidder must earn at least 10 points. Bidders that earn less than 10 points will be found non-responsive and the Bid will be rejected. This Inclusion Plan becomes a material part of the Bidder's contract if the project is awarded to Bidder.

WMBE firms are state certified or self-identified firms that are at least 51% WMBE owned (per SMC 20.42). A WMBE need not be self-identified within the City Online Directory at bid time, but in such case must self-identify and register by time of award. These resources may assist bidders:

City On-Line Directory: http://web6.seattle.gov/fas/registration/
OMWBE Directory: http://www.omwbe.wa.gov/certification/certification_directory.shtml).

1. INSTRUCTIONS

- a. All Bidders (including WMBE Primes) must complete and submit this form as part of the Bid for City design-bid-build public works project having an Engineer's Estimate of \$300,000 or greater, unless the City expressly instructs otherwise in the bid package.
- b. There are three commitments Bidders can use to establish an Inclusion Plan Aspirational WMBE Goals, Business Support Strategies, and WMBE Guarantees:
 - Aspirational WMBE Goals are goals Bidder believes can be achieved by good faith efforts. This option is worth a maximum of 6 points;
 - 2. Business Support Strategies are those the Bidder commits to employ for qualified firms. This option is worth a maximum of 4 points;
 - 3. WMBE Guarantees identify WMBE firms the Bidder guarantees to contract with for this project, with agreement reached about the work and pricing for the WMBE scope, including any terms and conditions important to the WMBE for their performance. This option is worth a maximum of 6 points.
- c. Work performed by a WMBE must be commercially useful and a distinct element of work that includes managing and supervising the work. The Contractor should evaluate the amount of work subcontracted, industry practices, and other relevant factors to determine whether the work is commercially useful.
- d. A Bidder scored less than 10 points will be deemed non-responsive. See Scoring section below.
- e. All dollars cited shall exclude sales tax (including references to the Total Bid Cost and estimates made by Prime when completing this form).

2. SCORING INSTRUCTIONS

- a. The average percentage of WMBE utilization on past City projects has been calculated by CPCS and is provided in the table below. This average is used to score the points that will be awarded for the aspirational goals and guarantees. These percentages are updated annually. Note that these averages include total WMBE utilization, not subcontracting alone, since aspirational goals may include prime self-performance.
- b. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- c. If the project is characterized by work of various types, CPCS may calculate a unique utilization rate for the project given the weight of each. CPCS determination is not subject to challenge.
- d. The project type and percentage of past WMBE utilization will be stated in the bids advertisement and documents.
- e. If past utilization for a project type was zero, an Aspirational Goal above two percent will receive 6 points. Bidder must still identify Business Support Strategies and Guarantees it is willing to employ and will be scored accordingly.
- f. Points awarded for WMBE Guarantees will be calculated based upon total available work for subcontract given past performance. This section can be awarded as many as 6 points.
- g. A Bidder who has received a formal Deficiency Report issued by the City as a result of unfulfilled WMBE Inclusion Plan commitments on past projects will lose one point from the total score.
- h. When calculations are used to evaluate the points, the City will calculate points to the nearest tenth decimal place. The City will round up to the nearest tenth.

| 2015 | Roadway | Facility | Parks* | Under ground | Boundary | Structural Paint | Structural | Natural Habitat | Dredging | Roof |
|------------------------------------|---------|----------|--------|-----------------|----------|------------------|------------|-----------------|----------|------|
| 3 year average Past performance | 18% | 17% | 26% | 18% | 2% | 1% | 4% | 30% | 10% | 24% |

Note: Boundary refers to projects performed in Pend Oreille County (Boundary). Parks utilization rate excludes the mandatory self-performed WMBE work for a prime.

3. ASPIRATIONAL WMBE GOAL INSTRUCTIONS

- a. Aspirational WMBE Goals represent a serious commitment to use good faith efforts to reach the stated goals.
- b. The City will rely upon the Total WMBE Goal to determine responsiveness. The City will correct the Total WMBE Goal if that provided by the Bidder does not match the MBE and WBE goals.
- c. Aspirational WMBE Goals are a percentage of the Base Bid and during the course of the project will apply to the total contract amount including all contract change orders (additives, alternates and deductives). Contractor may seek a goal adjustment if such changes may merit a greater or lesser goal; CPCS will consider such requests, approve if appropriate, and modify the Plan accordingly.
- d. A WMBE Bidder may include in their goals and guarantees that percentage of contract base bid for work which the WMBE intends to self-perform that is in excess of the mandatory 30% they are otherwise required to perform as required by the City Specifications Section 1-08.1(3).
- e. Bidder will receive between 0 and 6 points for its Aspirational WMBE Goals, with proportional points based on a straight line formula to Past Performance (plus 2%) identified for the project as advertised in the bid solicitation. Bidder receives 3 points if the Total Aspirational Goal is half of Past Performance + 2%. Six points are awarded if the Bidder meets or exceeds Past Performance by 2 or more percentage points. For example, a project with Past Performance of 14%, would receive 3 points if the Total Aspirational Goal was 8% or 6 points if the Total Aspirational Goal was 16%.

 $P_A = 6A/(P+2)$,

Where PA = Points awarded for Bidder's Aspiration Goal

A = Bidder's Aspiration Goal (%)

P = Applicable Past Performance Trend (%)

4. BUSINESS SUPPORT STRATEGIES INSTRUCTIONS

The Bidder may elect to provide the business support identified on Page 2 for qualified firms. The City will provide two points for each choice selected. There are two options, allowing a total of 4 points if both options are chosen:

- 1. Early Retainage Release. The prime and any sub-tier primes will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.
- 2. For mobilization, the Prime and any sub-tier primes will pay all qualified firms five days in advance of the on-site performance, except if a unique situation prohibits such as an emergency or event requiring an immediate mobilization response. In those events, the Prime (including any sub-tier primes) shall deliver the payment no later than 5 days after job mobilization begins.

6. WMBE GUARANTEE INSTRUCTIONS

- a. This guarantees the City and WMBE that they shall be used for at least the amount given, following the remaining rules below. A WMBE Guarantee expects the Bidder achieved agreement about scope, terms and cost of the work for the WMBE at bid time. The burden is upon the Bidder to resolve any differences, once the guarantee is given.
- b. The Prime should clearly document in writing, agreements made with the WMBE firm upon which the guarantee was predicated, such as unit price or lump sum pricing as applicable, scope, terms or conditions, and subcontractor concurrence. This protects both parties when completing and executing the resultant subcontract before work begins.
- c. The City may contact the WMBE firm or Prime after Bid opening to verify the firm has agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan, rendering the Bid nonresponsive.
- c. A bidder will receive between 0 and 6 points for WMBE Guarantees, receiving a proportional number of points based on a straight line formula to Past Performance. A bidder will receive 3 points if the dollar-value of the Guarantees equals half of the Past Performance percentage. Six points are awarded if the Bidder commitments meet or exceed Past Performance.

 $P_G = 6G/P$

Where P_G = Points awarded for Bidder's Guaranteed Goal

G = Bidder's Guaranteed WMBE Goal (%)
P = Applicable Past Performance Trend (%)

- d. A WMBE bidder may only include self-performed work <u>above</u> 30%. This is based on the self-performance minimum required by the City Specifications Section 1-08.1(3).
- e. Substitution of a Guaranteed WMBE firm is prohibited absent a waiver granted by the CPCS as a result of:

1. Bankruptcy of the WMBE firm;

2. Failure of the WMBE firm to provide the required bond;

- 3. The WMBE firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
- 4. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
- 5. Death or disability of the principal of the WMBE firm rendering it unable to perform the work;

6. Dissolution of the WMBE firm;

- 7. Failure of the WMBE firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
- 8. Failure or refusal of the WMBE to perform work for reasons other than contract term or pricing disputes;

9. A change in scope of the contract which removes the guaranteed work from the project.

10. WMBE Subcontractor does not execute an offered contract that reflects the terms and pricing that was agreed upon as a condition of the Guarantee. The Prime must evidence that the WMBE Subcontractor failed to execute a contract offered by the Prime which reflected such agreements, after the Subcontractor was given adequate time to execute the offered subcontract.

6. INCORPORATION OF PLAN INTO CONTRACT AND REPORTING REQUIREMENTS

a. CPCS may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.

b. CPCS reserves the right to require a completed Social Equity Plan as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.

c. The Contractor must provide reports and documents as required by CPCS within 15 days.

d. CPCS will evaluate Contractor's WMBE utilization throughout the project.

 e. Contractor may not substitute a WMBE firm identified in the guaranteed portion of the plan unless the substitution is approved by CPCS. Such a substitution will not be considered unless Contractor can demonstrate clear necessity for such substitution. A Contractor granted permission to substitute for a guaranteed WMBE firm shall use good faith efforts to recruit another WMBE firm to perform the Work.

f. If CPCS determines the Contractor is not making good faith efforts, it may take action as described in the project

specification such as withholding invoice payments and breach of contract.

f. The City will evaluate the WMBE utilization at close-out and may assign a Deficiency rating for failure to demonstrate good faith efforts. Deficient ratings are used by the City to determine Bidder responsibility on future work and debarment. To avoid a deficiency rating, the Contractor must demonstrate:

 A good faith effort to achieve Aspirational goals. Attainment under 80% of the goal will likely be considered deficient:

2. Timely submittal of required and requested materials and reports to CPCS;

- 3. Having advance agreements with each WMBE Guarantee, such that the WMBE understands and agrees that the WMBE Guarantee represents mutual agreement at time of the bid submittal;
- 4. Using all "WMBE Guarantees" named in the Inclusion Plan, unless Prime received written authorization from CPCS for substitution:
- 5. WMBE relationships are harmonious, clearly communicated and free of undue dispute; and
- 6. WMBE work was commercially useful as defined above.

0-01.5 BIDDER/SUBCONTRACTOR LIST

In compliance with RCW 39.30.060 for all projects estimated to cost \$1,000,000 or more, all Bidders shall complete and submit the Bidder/Subcontractor List (section 0-01.5). The completed Bidder/Subcontractor list shall identify all Subcontractors that the Bidder will directly contract with for the performance of HVAC, plumbing, and electrical work or indicate that the Bidder intends to self-perform the work, if awarded the Contract. If the HVAC, plumbing, or electrical specialty is left blank (either the name of a subcontractor is blank or a checkbox is not checked), the City shall accept the blank as "self performance." If left blank, the City shall determine through clarification whether HVAC, plumbing, or electrical work is required to execute the project; if so, the Bidder must be licensed and qualified to self-perform at the time of Bid submittal or the Bid shall be rejected. The Bidder shall be bound to self-performance of that specialty for the duration of the Project. The Bidder may contract with more than one Subcontractor in each of these trades, but may not list more than one Subcontractor for each category of work. If Subcontractors vary with Bid Alternates, Additives, or Deductives, the Bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor will be used for which Alternate, Additive, or Deductive.

The Bidder/Subcontractor List must be submitted to the City Purchasing & Contracting Services Division (CPCS) with the Bid, or separately within one hour of the time and date for Bid submittal. Failure to complete and submit the Bidder/Subcontractor List by the required time will result in the Bid being declared non-responsive and rejected. The Bidder is responsible for the timely delivery of the Bidder Subcontractor List. If awarded the contract, the Bidder agrees to utilize the subcontractors identified on the Bidder/Subcontractor List unless the City agrees to a substitution.

Bidders may submit the Bidder/Subcontractor List to City Purchasing & Contracting Services Division in person or by courier at 700 Fifth Ave, Suite 4112, Seattle, WA 98104; by fax to (206) 684-4511; or by submitting a signed PDF version of the form to Judy.Keefe@Seattle.gov. Clearly mark the Project Name and Bidder's name to ensure the form is routed correctly.

| Trade | You must check one box for each trade. If subcontracting, you must name the subcontractor(s) you will use and the category of work. |
|--|---|
| Heating, Ventilation & Air Conditioning (HVAC) | □ Name of Sub(s) & Category of Work: |
| | ☐ Bidder will self-perform this work |
| | ⋈ N/A (this project does not include this work) |
| Plumbing | ☐ Name of Sub(s) & Category of Work: |
| | ☐ Bidder will self-perform this work |
| | N/A (this project does not include this work) |
| Electrical | Name of Sub(s) & Category of Work: Prime Electric - electrical |
| | ☐ Bidder will self-perform this work |
| | ☐ N/A (this project does not include this work) |
| 2017.004 | Jawsen Inc. Bidden's Business Name |
| Grant Tansen | |
| Name of Bidder's Representative | Signature of Bidder's Representative |
| PURIOUNIT | |

Title of Bidder's Representative

| Conforms with The American Institute of Architects, A.I.A. Document No. A-310 | |
|---|--|
| KNOW ALL BY THESE PRESENTS, That we,Jansen, Inc. | |
| | as Principal, hereinafter called the Principal, |
| and the Allied World Insurance Company | , |
| of Los Angeles, CA | , a corporation duly organized under |
| the laws of the State of New Hampshire , as | s Surety, hereinafter called the Surety, are held and firmly bound unto |
| City of Seattle | as Obligee, hereinafter called the Obligee, |
| in the sum of Five Percent (5%) of Bid Amount | |
| accordance with the terms of such bid, and give such bond or bond good and sufficient surety for the faithful performance of such Com the prosecution thereof, or in the event of the failure of the Principal shall pay to the Obligee the difference not to exceed the penalty here for which the Obligee may in good faith contract with another party | cipal and the Principal shall enter into a Contract with the Obligee in ds as may be specified in the bidding or Contract Documents with stract and for the prompt payment of labor and material furnished in to enter such Contract and give such bond or bonds, if the Principal and between the amount precified in said hid and such lesser amount |
| be null and void, otherwise to remain in full force and effect. | to perform the Work covered by said bid, then this obligation shall |
| Signed and sealed this 17th day of May | |
| er en summere sen en semene timberade en boere en | to perform the Work covered by said bid, then this obligation shall |



ALLIED WORLD INSURANCE COMPANY

30 S. 17th St, Suite 1600 Philadelphia, PA 19103 USA

POWER OF ATTORNEY

Issue Date: December 2, 2016

No. 27294-A1182

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):

Julie R. Truitt

Christopher Kinyon

Karen C. Swanson

Cynthia L. Jay

FIRM:

Bratrud Middleton Insurance Brokers, Inc. dba Propel Insurance 1201 Pacific Avenue, Suite 1000 Tacoma, WA 98402

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 2nd day of December, 2016

NOTARIAL SEAL

ELIZABETH K. BIELLI, Notary Public
City of Philadelphia. Phila County
My Commission Expires August 5, 2018

Name: Robert E. Staples

Title: Senior Vice President - Surety

State of Pennsylvania County of Philadelphia

)ss.

On this 2nd day of December, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary

My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovky, Secretary of the ALLEID WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this

119 201

Daniel Zharkovky, AVP, Assistant General Counsel