



**RH2 ENGINEERING**  
**Bothell**

22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021  
1.800.720.8052 / rh2.com

**March 27, 2025**

Mr. Andrew Vining  
Project Manager  
City of Snoqualmie  
PO Box 987  
Snoqualmie, WA 98065

*Sent via: Email*

**Subject: Evaluation of Bids and Recommendation of Award  
City of Snoqualmie Reclaimed Water Distribution System  
Improvements**

Dear Mr. Vining:

This letter presents RH2 Engineering, Inc.'s (RH2) recommendation of award and summarizes RH2's review of the three bids received on March 21, 2025, at 11:00 a.m. for the City of Snoqualmie's (City) Reclaimed Water Distribution System Improvements project.

Prospect Construction, Inc., (Prospect) submitted the lowest apparent bid. Prospect's bid total was \$6,554,057.00 for Schedule A and \$20,000 for Additive Bid Item B-1 (both excluding Washington State Sales Tax). The required bid forms have been completed by Prospect and submitted on time, and Prospect's bid has been determined to be responsive.

Prospect's bid for Schedule A and Schedule B was approximately 3 percent below RH2's opinion of probable construction cost of \$6,776,000.00 (excluding Washington State Sales tax). The three bids received for both schedules combined (excluding Washington State Sales tax) for this project are as follows. A copy of the bid tabulation is attached.

Prospect Construction, Inc	\$6,574,057.00
McClure and Sons, Inc.	\$7,186,889.00
Award Construction, Inc.	\$7,564,700.00

**WASHINGTON LOCATIONS**

- Bellingham
- Bellevue
- Bothell (Corporate)
- East Wenatchee
- Richland
- Tacoma

**OREGON LOCATIONS**

- Medford
- Portland

**IDAHO LOCATIONS**

- Nampa



Per the Information to Bidders, the proposal is evaluated on the following items:

1. Contractor qualifications.
2. Subcontractor qualifications.
3. Bid price.
4. Compliance with the specifications.

To evaluate responsibility, the lowest bidder was required to submit a Bidder Qualification criteria per the requirements of Section 00 04 00 within 48 hours of the bid opening. RH2 has evaluated Prospect's qualifications submittal and checked its references. Prospect's Contract Documents are attached. Prospect is headquartered in Puyallup, Washington, and is regularly engaged in contracting for public agencies to complete water and wastewater treatment projects. Both the qualifications packet and the references are acceptable to the City's requirement for responsibility. Therefore, RH2 has determined that Prospect has the required work qualifications.

Based on the contract language and requirements, RH2 considers Prospect's proposal to comply with the contract requirements and recommends award of the Reclaimed Water Distribution System Improvements project for both Schedule A and Schedule B to Prospect Construction, Inc., for \$6,554,057.00 (excluding Washington State Sales Tax).

If you have any questions or concerns regarding this recommendation, please feel free to contact me at (425) 951-5456.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barney M. Santiago'.

**Barney Santiago, PE**  
Project Manager  
BS/CB/fs/am

Attachments:

- Bid Tabulation
- Contract Documents and Attachments



Signed: 03/27/2025

## ***Bid Tabulation***

City of Snoqualmie  
 Reclaimed Water Distribution System Improvements  
 Prepared by RH2 Engineering, Inc.  
 Bid Tabulation

Sealed Bids were Opened on March 21, 2025 at 11:00 AM at City of Snoqualmie City Hall

Apparent Low Bidder

Bid Item No.	Bid Item Description	Unit	Quantity	Engineer's Estimate		Prospect Construction, Inc.		McClure and Sons, Inc.		Award Construction, Inc.		Average	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
A - 1	Mobilization, Demobilization, Site Prep. and Clean Up (10% Max. of Total)	LS	1	\$612,000.00	\$612,000.00	\$200,000.00	\$200,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$300,000.00	\$300,000.00
A - 2	Excavation Safety and Shoring	LS	1	\$36,000.00	\$36,000.00	\$25,000.00	\$25,000.00	\$85,000.00	\$85,000.00	\$90,000.00	\$90,000.00	\$66,666.67	\$66,666.67
A - 3	Temporary Erosion and Sedimentation Control (TESC)	LS	1	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00
A - 4	Dewatering	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$28,333.33	\$28,333.33
A - 5	Site Work	LS	1	\$930,000.00	\$930,000.00	\$1,148,347.00	\$1,148,347.00	\$415,000.00	\$415,000.00	\$1,050,000.00	\$1,050,000.00	\$871,115.67	\$871,115.67
A - 6	Site Utilities	LS	1	\$776,000.00	\$776,000.00	\$1,100,000.00	\$1,100,000.00	\$1,400,000.00	\$1,400,000.00	\$1,130,000.00	\$1,130,000.00	\$1,210,000.00	\$1,210,000.00
A - 7	Landscaping	LS	1	\$125,000.00	\$125,000.00	\$140,000.00	\$140,000.00	\$190,000.00	\$190,000.00	\$170,000.00	\$170,000.00	\$166,666.67	\$166,666.67
A - 8	Utility Potholing	EA	20	\$1,200.00	\$24,000.00	\$599.00	\$11,980.00	\$1,200.00	\$24,000.00	\$2,000.00	\$40,000.00	\$1,266.33	\$25,326.67
A - 9	Unscheduled Excavation	CY	410	\$51.22	\$21,000.00	\$73.00	\$29,930.00	\$80.00	\$32,800.00	\$170.00	\$69,700.00	\$107.67	\$44,143.33
A - 10	Unscheduled Structural Backfill	TON	200	\$55.00	\$11,000.00	\$44.00	\$8,800.00	\$68.00	\$13,600.00	\$100.00	\$20,000.00	\$70.67	\$14,133.33
A - 11	Structural - Reservoir	LS	1	\$2,120,000.00	\$2,120,000.00	\$2,000,000.00	\$2,000,000.00	\$2,420,000.00	\$2,420,000.00	\$2,530,000.00	\$2,530,000.00	\$2,316,666.67	\$2,316,666.67
A - 12	Structural - Irrigation Pump Station	LS	1	\$598,000.00	\$598,000.00	\$500,000.00	\$500,000.00	\$566,489.00	\$566,489.00	\$500,000.00	\$500,000.00	\$522,163.00	\$522,163.00
A - 13	Mechanical - Reservoir	LS	1	\$162,000.00	\$162,000.00	\$100,000.00	\$100,000.00	\$190,000.00	\$190,000.00	\$220,000.00	\$220,000.00	\$170,000.00	\$170,000.00
A - 14	Mechanical - Irrigation Pump Station	LF	1	\$459,000.00	\$459,000.00	\$400,000.00	\$400,000.00	\$430,000.00	\$430,000.00	\$400,000.00	\$400,000.00	\$410,000.00	\$410,000.00
A - 15	Electrical	LS	1	\$327,000.00	\$327,000.00	\$320,000.00	\$320,000.00	\$420,000.00	\$420,000.00	\$360,000.00	\$360,000.00	\$366,666.67	\$366,666.67
A - 16	Telemetry and Automatic Control	LS	1	\$330,000.00	\$330,000.00	\$350,000.00	\$350,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$383,333.33	\$383,333.33
A - 17	As-Builts, Construction Records, and O&M Manuals	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,333.33	\$8,333.33
A - 18	Testing, Startup, and Training	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
A - 19	Minor Change	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Subtotal Probable Construction Cost					\$6,726,000.00		\$6,554,057.00		\$7,136,889.00		\$7,544,700.00		\$7,078,548.67
Sales Tax - 9.2%					\$619,000.00		\$602,973.24		\$656,593.79		\$694,112.40		\$652,000.00
Total Probable Construction Cost - Schedule A					\$7,346,000.00		\$7,157,030.24		\$7,793,482.79		\$8,238,812.40		\$7,730,548.67

Provided \$6,554,057.00 Provided \$7,136,889.00 Provided \$7,544,700.00

Bid Item No.	Bid Item Description	Unit	Quantity	Engineer's Estimate		Prospect Construction, Inc.		McClure and Sons, Inc.		Award Construction, Inc.		Average	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
B - 1	Existing Irrigation Pump Station Mechanical and Electrical Demolition	LS	1	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
Subtotal Probable Construction Cost					\$50,000.00		\$20,000.00		\$50,000.00		\$20,000.00		\$30,000.00
Sales Tax - 9.2%					\$5,000.00		\$1,840.00		\$4,600.00		\$1,840.00		\$3,000.00
Total Probable Construction Cost - Schedule B					\$55,000.00		\$21,840.00		\$54,600.00		\$21,840.00		\$33,000.00

Provided \$20,000.00 Provided \$50,000.00 Provided \$20,000.00

<b>TOTAL PROBABLE CONSTRUCTION COST - SCHEDULE A &amp; B (w/o Sales Tax)</b>					<b>\$6,776,000.00</b>		<b>\$6,574,057.00</b>		<b>\$7,186,889.00</b>		<b>\$7,564,700.00</b>		<b>\$7,108,548.67</b>
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<b>TOTAL PROBABLE CONSTRUCTION COST - SCHEDULE A &amp; B (w/ Sales Tax)</b>					<b>\$7,401,000.00</b>		<b>\$7,178,870.24</b>		<b>\$7,848,082.79</b>		<b>\$8,260,652.40</b>		<b>\$7,763,548.67</b>
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- Signature? ✓ ✓ ✓
- Bid Bond? ✓ ✓ ✓
- Insurance? ✓ ✓ ✓
- Addendum No. 1? ✓ ✓ ✓
- Addendum No. 2? ✓ ✓ ✓
- ECY Certification of Nonsegregated Facilities? ✓ ✓ ✓
- ECY Form 6100-3? ✓ ✓ ✓
- ECY Form 6100-4? ✓ ✓ ✓
- Subcontractor's List? ✓ ✓ ✓



Signed:  
3/25/2025

## ***Contract Documents and Attachment***

NAME OF FIRM SUBMITTING BID: Prospect Construction Inc.

**SECTION 00 03 00**  
**FORM OF BID AND BID SCHEDULE**

**Deliver to:**

**City of Snoqualmie City Hall**  
**Attn: Director of Parks and Public Works**  
**38624 SE River Street**  
**Snoqualmie, WA 98065**

**1.01 Form of Bid**

- A. The undersigned, as Bidder, declares that we have examined all the Contract Documents herein contained and that we will contract with City of Snoqualmie on the Agreement form provided herewith and at the prices and on the terms and conditions contained herein to do everything necessary for the fulfillment of the Reclaimed Water System Improvements.
- B. We agree that the Form of Bid constitutes our bid. To be responsive, a bid guaranty bond issued by a surety licensed to conduct business in the state of Washington, or a cashier's check, certified check or money order payable to City of Snoqualmie in the amount of 5% of the Total Bid Price must accompany our bid.
- C. We agree that our bid constitutes an offer to City of Snoqualmie. If our bid is accepted, we agree to sign the Agreement form and to furnish the Performance and Payment Bond only on the form contained herein, along with evidences of insurance required herein, within ten days after receipt from City of Snoqualmie of written Notice of Selection. We further agree if awarded a contract to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in these Contract Documents.
- D. By submitting a bid we certify that we are currently registered as a Contractor in accordance with RCW 18.27 by the state of Washington and will remain so registered throughout the performance of the Contract. We further certify that we are skilled in the general class and type of work called for in the Contract Documents.

**1.02 SUBMITTALS**

The following submittals are required to be submitted with the bid proposal:

- Certification of Nonsegregated Facilities (Attachment 3).
- DBE Subcontractor Utilization Form (EPA Form 6100-4).
- One copy of DBE Subcontractor Performance Form (EPA Form 6100-3) for each DBE subcontractor.
- Subcontractors List.

**1.03 ERRORS ON FORM OF BID**

We authorize City of Snoqualmie to correct any mathematical or clerical errors that may appear on our Form of Bid. Such errors may in the City's sole discretion be considered immaterial bid irregularities.

**1.04 WAIVER OF INDUSTRIAL INSURANCE IMMUNITY**

In accordance with the provisions of the Contract Documents and RCW 4.24.115, we waive any industrial insurance immunity and acknowledge this waiver was the subject of mutual negotiation.

**1.05 TAXES**

Taxes shall be in accordance with Section 00 01 00 paragraph 2.03.

**1.06 BINDING BIDS**

Bids shall constitute offers to City of Snoqualmie, which shall be binding for 180 days from the date of bid opening.

**1.07 BIDDING SCHEDULES**

- A. The bidding schedules include completion of the Project in full. The work of each bid Item is specified or shown in the Contract Documents and described further in the Special Provisions, Section 00 09 00. A lump sum or unit price, as applicable, shall be offered for each bid Item, failure to do so shall render your bid non-responsive. To be considered responsive, bidders must complete and submit all three bidding schedules.
- B. **Lump Sum Items.** For the Lump Sum Bid Items, the Bidder shall provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.
- C. **Unit Price Items.** For Unit Price Bid Items, the Bidder shall provide unit prices for each of the bid items set forth under Unit Price Items. The Contractor shall be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract. The unit price shall include all labor, materials, equipment and, all overhead and profit, as well as any other ancillary costs associated with completing a unit of work. The City does not guarantee the quantities estimated for each unit price bid item; nor does the City limit itself to the estimate numbers. Quantities estimated and/or stated on the Bid Form shall not be considered contract indications for purposes of the contract's Differing Site Condition clause.
- D. The abbreviations under the "Unit" column shall be defined as follows: "CY" means cubic yard, "EA" means each; "EST" means estimated; "LF" means linear (lineal) foot, "LS" means lump sum, "SF" means square foot, and "SY" means square yard. Unit prices shall be multiplied by the estimated quantity to calculate an extended amount for that bid item. The Total Bid Price shall be the sum of the lump sum amounts and extended amounts for all bid Items on the bidding schedules.

00 03 00 - 20  
Form of Bid and Bid Schedule

CITY OF SNOQUALMIE  
RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
WQC-2025-Snoqua-00167

- E. We, the Bidder, propose to perform the work on the terms and conditions contained herein for the prices set forth below:
- F. We agree that, if we are awarded this Contract, we will be entitled to payment only for actual unit quantities performed. The above unit prices are to be utilized during construction to increase or decrease the total contract amount as construction conditions warrant.

00 03 00 - 21  
Form of Bid and Bid Schedule



CITY OF SNOQUALMIE  
RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
WQC-2025-Snoqua-00167

**BID SCHEDULE**

**RECLAIMED WATER SYSTEM IMPROVEMENTS**

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

Schedule of Prices					
ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
1	Mobilization, Demobilization, Site Prep. and Clean Up (10% Max. of Total)	LS	1	\$ 200,000.00	\$ 200,000.00
2	Excavation Safety and Shoring	LS	1	\$ 25,000.00	\$ 25,000.00
3	Temporary Erosion and Sedimentation Control	LS	1	\$ 40,000.00	\$ 40,000.00
4	Dewatering	LS	1	\$ 40,000.00	\$ 40,000.00
5	Site Work	LS	1	\$ 1,148,347.00	\$ 1,148,347.00
6	Site Utilities	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
7	Landscaping	LS	1	\$ 140,000.00	\$ 140,000.00
8	Utility Potholing	EA	20	\$ 599.00	\$ 11,980.00
9	Unscheduled Excavation	CY	410	\$ 73.00	\$ 29,930.00
10	Unscheduled Backfill	TON	200	\$ 44.00	\$ 8,800.00
11	Structural: Reservoir	LS	1	\$ 2,000,000.00	\$ 2,000,000.00
12	Structural: Irrigation Pump Station	LS	1	\$ 500,000.00	\$ 500,000.00
13	Mechanical: Reservoir	LS	1	\$ 100,000.00	\$ 100,000.00
14	Mechanical: Irrigation Pump Station	LS	1	\$ 400,000.00	\$ 400,000.00
15	Electrical	LS	1	\$ 320,000.00	\$ 320,000.00
16	Telemetry and Automatic Control	LS	1	\$ 350,000.00	\$ 350,000.00
17	As-builts	LS	1	\$ 10,000.00	\$ 10,000.00
18	Testing, Startup and Training	LS	1	\$30,000.00	= \$30,000.00
19	Minor Change	EST	1	\$100,000.00	= \$100,000.00
SUBTOTAL BASE BID ITEMS (WITHOUT SALES TAX)					= \$6,554,057.00

CITY OF SNOQUALMIE  
RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
WQC-2025-Snoqua-00167

Schedule of Prices: Additive Bid Item					
ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL PRICE
B-1	Existing Irrigation Pump Station Mechanical and Electrical Demolition	LS	1	\$ 20,000.00	\$ 20,000.00
SUBTOTAL ADDITIVE BID ITEMS (WITHOUT SALES TAX)					=\$ 20,000.00

Note: The total amount of either the base bid or the base bid plus additive bid item A-1 shall be used in the determination of the award of the contract, at the discretion of the Owner.

**1.08 ACKNOWLEDGEMENT OF ADDENDA**

We acknowledge addenda numbers 1 through 2 have been delivered to us and have been taken into account as a part of our bid. *(Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.)*

**1.09 BID EVALUATION AND CONTRACT AWARD**

- A. In accordance with the provisions of these Contract Documents, bids will be evaluated to determine the lowest Total Bid Price and a contract will be awarded, if at all, to the responsive and responsible Bidder with the lowest Total Bid Price. The Bidder must meet the requirements of a responsible Bidder as established under RCW 39.04.350 and 39.06.020, and the supplemental bidder responsibility criteria in Section 00 04 00.
- B. City of Snoqualmie reserves the right to reject any bid, any portion of any bid and/or to reject all bids. City of Snoqualmie further reserves the right, but without obligation, to waive informalities and irregularities.
- C. The Bidder, if awarded the contract, shall verify that each of its first tier subcontractors, regardless of subcontract amount, at the time of subcontract execution, meets the Bidder responsibility criteria established under RCW 39.04.350, 39.06.020 and Section 00 04 00. Each first tier subcontract shall require the same from each of its subcontractors. Upon request of the City, the awarded Bidder (Contractor) shall promptly provide documentation demonstration that all subcontractors regardless of tier meet the Bidder responsibility criteria.

**1.10 LIST OF SUBCONTRACTORS**

- A. The Bidder is expected to meet the Requirements of RCW 39.30.060.
- B. The Bidder shall list as part of its bid in the space provided below either itself or the names of the subcontractors with whom the Bidder will subcontract for performance of the work.
- C. The requirement to name the Bidder's proposed HVAC, plumbing, electrical, reservoir, and prestressor subcontractors applies only to the proposed HVAC, plumbing and electrical subcontractors who will contract directly with the Bidder (i.e., first-tier subcontractors only, even if that first-tier subcontractor intends to hire a sub-tier subcontractor to perform all or part of the HVAC, plumbing or electrical work).

CITY OF SNOQUALMIE  
 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
 WQC-2025-Snoqua-00167

Category of Work	Name of Firm (DO NOT LEAVE BLANK)	
HVAC	HERMANSON COMPANY, LLC	
Plumbing	HERMANSON COMPANY, LLC	
Electrical	SERVICE ELECTRIC	
Reservoir	WARD HENSHAW, CONSTRUCTION CO. INC.	
Prestressor	DN TANKS	

Additional sheets may be used if necessary.

1.11 FORM OF BID SIGNATURE

SIGNED this 21st day of March, 2025.

Firm: Prospect Construction Inc.

Address: 116 23rd St. SE

City: Puyallup State / Zip: WA 98372

Telephone: 253-446-1600 Fax No.: 253-446-1601


State of Incorporation: WA WA State Contractor's License No: PROSPCI022CD

Federal Tax ID Number: 91-1871877 WA Workers Comp Acct #: 953-190-00

UBI Number: 601 850 637

Employment Security Account No. 000-037070-00-2

State Excise Tax Registration No. 601 850 637

By:  Ryan Sondgroth  
Signature Print Name

Title: Vice President

END OF SECTION 00 03 00

SECTION 00 03 10  
BID GUARANTEE BOND

KNOW ALL BY THESE PRESENTS: That we, Prospect Construction Inc,  
as Principal, and Liberty Mutual Insurance Company,  
as Surety, are jointly and severally held and firmly bound unto City of Snoqualmie, hereinafter called the  
Obligee, each in the penal sum of five percent (5%) of the Principal's Total bid Price for the work, this sum  
not to exceed:

Five Percent of the Total Bid Amount

DOLLARS

(\$ 5% of the Total Bid Amount) (hereinafter referred to as "penal sum") of lawful  
money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of the Reclaimed Water  
Distribution System Improvements Project.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract,  
and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents  
which are conditions precedent to the execution of the Contract, enters into, executes and delivers to the  
Obligee an agreement on the form provided herein complete with evidences of insurance, and if the  
Principal, within the time specified, gives to the Obligee the Performance and Payment Bond on the forms  
provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the  
Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as  
Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall  
operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and  
inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors,  
administrators, successors and assigns.

SIGNED this 20th day of March, 2025.

Principal: Prospect Construction Inc

Surety: Liberty Mutual Insurance Company

By: [Signature]

By: [Signature]

Title: VP ESTIMATING

Title: Katharine J. Snider, Attorney-in-Fact

Address: 116 23rd Street SE

Address: 1001 4th Ave Suite 3700

City/Zip: Puyallup, WA 98372

City/Zip: Seattle, WA 98154

Telephone: (253) 446-1600

Telephone: (206) 473-3788

Note: A dated power of attorney must be provided which appoints the Surety's true and lawful attorney-  
in-fact to make, execute, seal and deliver this bid guaranty bond.

END OF SECTION 00 03 10

00 03 10 - 25  
Bid Guarantee Bond

# POWER OF ATTORNEY

Certificate No: 8213216-023049

Liberty Mutual Insurance Company  
 The Ohio Casualty Insurance Company  
 West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers; James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Alyssa J. Lopez; Michael Mansfield; Jamie L. Marques; Julianne Morris; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr.; Edward Sims; Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February, 2025.



Liberty Mutual Insurance Company  
 The Ohio Casualty Insurance Company  
 West American Insurance Company

By: Nathan J. Zangerle  
 Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
 County of MONTGOMERY

On this 26th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
 Teresa Pastella, Notary Public  
 Montgomery County  
 My commission expires March 28, 2029  
 Commission number 1128044  
 Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
 Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2025.

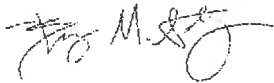


By: Renee C. Llewellyn  
 Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Addendum No. 1 is hereby made a part of the Contract Documents, and its terms and conditions are fully binding on the Contract Documents holder. He/she shall acknowledge receipt of Addendum No. 1 by signing in the space provided below and attaching it to his/her proposal. In addition, Contract Documents holder shall fill out 1.07 Acknowledgment of Addenda on page 00 03 00 – 22 in the Form of Bid.

**CITY OF SNOQUALMIE**




Barney Santiago, RH2 Engineering Project Manager  
Issued March 14, 2025



**Received and Acknowledged:**

Prospect Construction Inc.

Company Name



Signature of person receiving addendum

Vice President

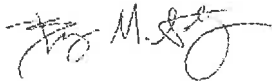
Title

3/14/2025

Date

Addendum No. 2 is hereby made a part of the Contract Documents, and its terms and conditions are fully binding on the Contract Documents holder. He/she shall acknowledge receipt of Addendum No. 1 by signing in the space provided below and attaching it to his/her proposal. In addition, Contract Documents holder shall fill out 1.07 Acknowledgment of Addenda on page 00 03 00 – 22 in the Form of Bid.

**CITY OF SNOQUALMIE**



Barney Santiago, RH2 Engineering Project Manager  
Issued March 17, 2025



**Received and Acknowledged:**

Prospect Construction Inc.

Company Name

  
\_\_\_\_\_

Signature of person receiving addendum

Vice President

Title

3/17/2025

Date



**ATTACHMENT 3**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature  Date 3/21/2025

Ryan Sondgroth, Vice President  
Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Prospect Construction		Project Name Reclaimed Water Distribution System Improvements	
Bid/ Proposal No. SNQ 22.0187	Assistance Agreement ID No. (if known) WQC- 2025-Snoqua-00167	Point of Contact Ryan Sondgroth	
Address 116 23 <sup>rd</sup> St. SE Puyallup, WA 98372 <a href="#">Click here to enter text.</a>			
Telephone No. 253-446-1600		Email Address rsondgroth@prospectconst.com	
Issuing/Funding Entity <b>Department of Ecology</b>			

I have identified potential DBE certified subcontractors  YES  NO

If yes, please complete the table below. If no, please explain: [Click here to enter text.](#)

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
<a href="#">Click here to enter text.</a> <b>LORN COATINGS</b>	<a href="#">Click here to enter text.</a> <b>3409 C St. NE1, AUBURN, WA 98002.</b>	<a href="#">Click here to enter text.</a> <b>\$26,615.00</b>	<a href="#">Click here to enter text.</a> <b>YES</b>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Add more lines if needed


<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b> 	<b>Print Name</b> Ryan Sondgroth
<b>Title</b> Vice President	<b>Date</b> 3/21/2025



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Lorn Coatings		Project Name Snoqualmie Reclaimed Water Distribution Project	
Bid/ Proposal No. Click here to enter text. SNQ 22.0187	Assistance Agreement ID No. (if known) Click here to enter text. WQC-2025-Snoqua-00167	Point of Contact Thavy Lorn	
Address 3409 C St. NE 1 Auburn, WA 98002			
Telephone No. 2063041700		Email Address thavyl@lorncoatings.com	
Prime Contractor Name Click here to enter text. Prospect Construction		Issuing/Funding Entity <b>Department of Ecology</b>	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Painting	Prospect Construction \$26,615
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: OMWBE		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown


<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Ryan Sondgroth
<b>Title</b>	<b>Date</b>
Click here to enter text. Vice President	Click here to enter text. 3/20/2025

<b>Subcontractor Signature</b>	<b>Print Name</b>
	Thavy Lorn
<b>Title</b>	<b>Date</b>
Owner	3/20/25