

**BIDDER'S NAME:** Northwest Asphalt, Inc.

**PROJECT TITLE:** ON-CALL PAVEMENT REPAIRS (2026)

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all Work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.		DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	-	Mobilization & Demobilization	EA	15	\$3069	\$46035
2	-	Mobilization & Demobilization (Nights & Weekends)	EA	10	\$6069	\$60690
3	Less than 50	Asphalt Paving	TON	25	\$225	\$5625
4	Less than 150	Asphalt Paving	TON	100	\$198	\$19800
5	Less than 300	Asphalt Paving	TON	275	\$175	\$48125
6	300 or Greater	Asphalt Paving	TON	400	\$162	\$64800
7	Less than 50	Asphalt Paving (Nights & Weekends)	TON	40	\$275	\$11000
8	Less than 150	Asphalt Paving (Nights & Weekends)	TON	75	\$248	\$18600
9	Less than 300	Asphalt Paving (Nights & Weekends)	TON	250	\$225	\$56250
10	300 or Greater	Asphalt Paving (Nights & Weekends)	TON	450	\$212	\$95400
11	Less than 20	Concrete Repair	CY	10	\$100	\$1000
12	More than 20	Concrete Repair	CY	50	\$80	\$4000
13	-	Crushed Surfacing Base Course	TON	100	\$30	\$3000
14	-	Crushed Surfacing Top Course	TON	100	\$38	\$3800
15	-	Gravel Base	TON	15	\$25	\$375
16	-	Gravel Borrow	TON	5	\$18	\$90
17	-	Excavation	CY	100	\$70	\$7000
18	-	Excavation & Weekends) (Nights	CY	50	\$120	\$6000
19	-	Geotextile	SY	15	\$100	\$1500
20	-	Management of Regulated (Subtitle D)	CY	40	\$30	\$1200
21	-	Crack Sealant	LF	2500	\$0.35	\$875

DIVISION 00 - Division 00 - Procurement and Contracting Requirements  
SECTION 00 41 00 - Bid Form

22	12" Thickness or Less	Concrete Saw Cutting	LF	200	\$4	\$800
23	Greater than 12" Thickness	Concrete Saw Cutting	LF	100	\$4.25	\$425
24	-	Concrete Removal	CY	75	\$200	\$15000
25	8" Thickness or less	Asphalt Saw Cutting	LF	500	\$4.25	\$2125
26	4" Thickness or Less	Asphalt Removal	SY	50	\$10	\$500
27	Greater than 4" Thickness	Asphalt Removal	SY	25	\$10	\$250
28	4" Thickness or Less	Asphalt Removal (Nights & Weekends)	SY	100	\$15	\$1500
29	Greater than 4" Thickness	Asphalt Removal (Nights & Weekends)	SY	100	\$15	\$1500
30	4" Thickness or Less	Profiling/Grinding Asphalt	SY	500	\$11	\$5500
31	Greater than 4" Thickness	Profiling/Grinding Asphalt	SY	1750	\$9	\$15750
32	4" Thickness or Less	Profiling/Grinding Asphalt (Nights & Weekends)	SY	375	\$13	\$4875
33	Greater than 4" Thickness	Profiling/Grinding Asphalt (Nights & Weekends)	SY	1500	\$11	\$16500
34	-	Asphalt Seal Coat	SY	2500	\$4.50	\$11250
34	-	Striping	LF	1000	\$0.80	\$800
36	-	Striping (Nights & Weekends)	LF	500	\$1	\$500
37	-	Other Striping & Painting (Speed Bumps, Disabled Parking)	SF	50	\$1	\$50
38	-	Skid-Steer Loader with Attachment and Operator	HR	40	\$175	\$7000
39	-	Street Sweeper with Driver	HR	40	\$225	\$9000
40	-	Water Truck with Driver	HR	80	\$185.25	\$14820
41	-	Water Truck with Driver (Nights & Weekends)	HR	40	\$242.25	\$9690
42	-	Dump Truck with Driver	HR	80	\$185	\$14800
43	-	Dump Truck with Driver (Nights & Weekends)	HR	32	\$242	\$7744
44	-	Embedded Structures (Manhole Ring and Cover Adjustment)	EA	5	\$800	\$4000

45	-	Embedded Structures (Valve Box Adjustment)	EA	3	\$300	\$900
46	-	Embedded Structures (Catch Basin Frame and Grate Adjustment)	EA	5	\$850	\$4250
47	-	Plant Opening Fees	EA	5	\$5000	\$25000

10.4% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	\$629649
TAX-EXEMPT BASE BID SUBTOTAL	\$65488.18
BID TOTAL (WITH WSST)	\$695182.18

Note: Show prices in figures only.

Evaluation of Bids. In accordance with the provisions of the Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive Bid.

Schedule of Unit Prices. The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

Trench Excavation Safety Provision. If the bid amount contains work which requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid and indicated below for adequate trench safety systems in compliance with RCW 39.04 and WAC 296-155-650. Bidder shall include a lump sum amount, excluding Washington State Sales Tax. If trench excavation safety provisions do not pertain to the Work, the Bidder should enter "N.A." or "Not Applicable" in the blank below.

Trench Excavation Safety: One thousand dollars (Total in Written Figures Only)

Work to be Performed:	Name of Firm:	Subcontractor License Number:
HVAC (Heating, Ventilation, and Air Conditioning) Work	N/A	N/A
Plumbing Work as described in RCW 18,106	N/A	N/A
Electrical Work as described in RCW 19.28	N/A	N/A
Structural Steel Installation	N/A	N/A
Rebar Installation	N/A	N/A

Non-Collusion Representation. The Bidder declares under penalty of perjury that the Bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

Addenda. Bidder acknowledges receipt and acceptance of all Addenda through No. 02 (Identify Last Addenda By Number)

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

Apprenticeship Requirements. For Bids greater than one million (\$1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

<u>Northwest Asphalt, Inc.</u>	<u>7/1/2026</u>
Name of Firm	Date
	<u>President</u>
Signature	By Title
<u>PO Box 2260</u>	<u>Renton, WA 98056</u>
Mailing Address	City, State Zip Code
<u>425-254-1820</u>	<u>contracts@nwasphalt.com</u>
Telephone Number	Email Address
<u>NORTHAI066MF</u>	<u>814057 00 8</u>
WA State Contractor's License No.	Employment Security Department No.

Corporation

Identification of Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity


**END OF SECTION**

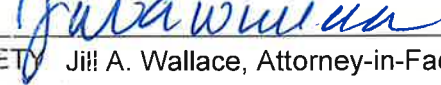
KNOW ALL MEN BY THESE PRESENTS:

That we, Northwest Asphalt, Inc., as Principal, and Endurance Assurance Corporation, as Surety, are held and firmly bound unto the PORT OF TACOMA as Obligee, in the penal sum of Five Percent (5%) of Total Bid Amount----- Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these present.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for On Call Pavement Repairs 2026, Procurement No. 062026-1036, according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 1st DAY OF July, 2026  
Northwest Asphalt, Inc.

BY   
PRINCIPAL Lance Despain  
Endurance Assurance Corporation

BY   
SURETY Jill A. Wallace, Attorney-in-Fact  
Arthur J. Gallagher Risk Management Services, LLC  
10900 NE 8th Street, Suite 750  
Bellevue, WA 98004

AGENT AND ADDRESS

Note: Bidder may submit Surety's bid bond form, provided it is similar in substance, made out in the name of the Port of Tacoma, and that the agent's name and address appear as specified. Bonds containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.

**END OF SECTION**

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International,"** do hereby constitute and appoint: **Andrew P. Rendon, Darin M. Puryear, Debra Powell, Jill A. Wallace, Kristin Look, Lauren Frey, Stuart O' Farrell** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

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

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

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

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

*Richard M Appel*

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**



**ACKNOWLEDGEMENT**

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

*Amy Taylor*



By: **Amy Taylor, Notary Public – My Commission Expires 3/9/27**

**CERTIFICATE**

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

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:  
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,  
and be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

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

day of  , 20

*Daniel S. Lude*  
By: **Daniel S. Lude, Secretary**

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

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

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

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

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

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



**NORTHWEST  
ASPHALT**

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Northwest Asphalt, Inc.  
130 Renton-Issaquah Rd SE  
Box 2260  
Issaquah, WA 98027  
#NORTHAI066MF

**Sealed Bid Enclosed**  
**Port of Tacoma**  
**On Call Pavement Repairs**  
**(2026)**  
**Bid No. 062026-1036**

**Port Administrative Office**  
**One Sitcum Plaza**  
**Tacoma, WA 98421**