

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS:

Bond N/A

That We, Kern Construction of P O Box 1340, Blue Lake, CA 95525

(hereinafter called the principal), as principal, and American Contractors Indemnity Company, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California as Surety, are held and firmly bound unto Humboldt Bay Harbor, Recreation and Conservation District (hereinafter called the Obligee)

in the just and full sum of Ten Percent of the Total Amount Bid----

----- Dollars (\$ --10%--) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Debris Cleanup - Redwood Marine Terminal II, Samoa, California

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 7th day of December, 2018

Kern Construction

By 

American Contractors Indemnity Company

By 

Gloria Bruning, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

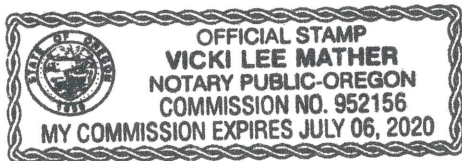
STATE OF Oregon

County of Multnomah

On December 7, 2018 before me, Vicki Lee Mather, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Gloria Bruning

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Vicki Lee Mather

Signature of Notary Public

Vicki Lee Mather, My commission expires: 7/6/2020

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gene M. Dietzman, James P. Dooney, John P. Klump, Ray M. Paiement, Richard W. Kowalski, Brent Olson, Philip O. Forker, Joel Dietzman, Tami Jones, Karen A. Pierce, Gloria Bruning, J. Patrick Dooney or Vicki Mather of Portland, Oregon

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

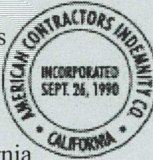
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

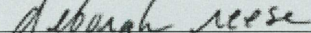

Daniel P. Aguilar, Vice President

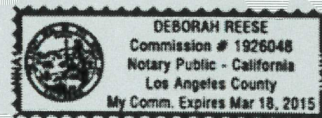
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



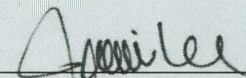
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of December, 2011

Corporate Seals



Bond No. _____
Agency No. 6989


Jeannie Lee, Assistant Secretary

(BID PROPOSAL)

DESIGNATION OF SUBCONTRACTORS

The Contractor must list all subcontractors doing work in excess of 0.50% of total bid amount. The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with applicable provisions of these Specifications and Plans.

<u>Bid Item No.</u>	<u>Subcontractor</u>	<u>Address & Tel. No.</u>	<u>State License No.</u>
<u>No Subcontractors</u>			

Dec 7, 2018

Date

P.O. Box 1340

Address

Blue Lake CA 95525

707 / 826-8686

Telephone Number

Kernen Construction

Bidder's Name

[Signature]
Authorized Signature

Partnership

Type of Organization
(Individual, Partnership or Corporation)

504091 1/31/19

State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Debris Cleanup—Redwood Marine Terminal II

The undersigned declares:

I am the General Partner of Kernan Construction, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Dec 7th, 2018 (DATE),
at Humboldt County (DISTRICT), CA (STATE).

Kernan Construction
Bidder's Name


Authorized Signature

P.O. Box 1340
Address 1

Partnership
Type of Organization
(Individual, Partnership or Corporation)

Blue Lake, CA 95525
Address 2

504091 1/31/19
State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

PROPOSAL TO THE BOARD OF COMMISSIONERS
OF THE HUMBOLDT BAY HARBOR, RECREATION & CONSERVATION DISTRICT

FOR

Debris Cleanup—Redwood Marine Terminal II

To the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location(s) of the proposed work and the proposed form of the contract and the plans and specifications; and he agrees if this proposal is accepted, that he will contract with the Humboldt Bay Harbor, Recreation and Conservation District, in the form of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract in the manner and time prescribed and according to the requirements of the Engineer; that he will provide the bonds as required herein at the time he executes the contract; that he will provide proof of insurance as provided herein; that he will begin the work on the project within TEN (10) CALENDAR DAYS after receiving notice from the District to proceed and diligently prosecute the same to completion before the expiration of March 15 (unless extension is granted) from the date of commencement of the work; and that as provided for in the General Provisions, the liquidated damage shall be in the sum of **Two Hundred Fifty (\$250.00)** per day for each and every calendar day delay in finishing the work beyond the time described herein; and that he will take in full payment therefore the following unit or lump sum prices, as the case may be, to wit:

SEE BID SCHEDULE ON FOLLOWING PAGE

(BID PROPOSAL)

BID SCHEDULE

Debris Cleanup—Redwood Marine Terminal II

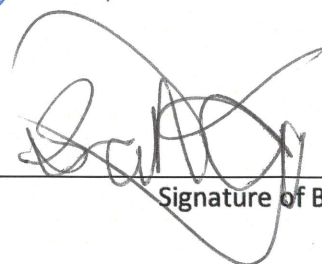
Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District Debris Cleanup—Redwood Marine Terminal II				
Bid Item No.	Approx. Quantity	Bid Item Description with Total Price Written in Words	Unit Price	Total Item Price
1 BASE	Lump Sum	Mobilization and Demobilization fixed at <u>Twenty Four Thousand Eight hundred</u> Dollars.	<u>24,800</u>	\$ <u>24,800</u>
2 BASE	2,400 CY	Segregate material from construction debris piles <u>Twelve ~ 500</u> Dollars.	<u>12⁵⁰</u> /CY	\$ <u>30,000</u>
3 BASE	800 Tons	Handling and disposal of contaminant-impacted debris at Class II Facility <u>One hundred Seventy Five</u> Dollars.	<u>175</u> /Ton	\$ <u>140,000</u>
4 BASE	25 Tons	Handling and disposal of municipal solid waste at a suitable facility <u>One Hundred fifty</u> Dollars.	<u>150</u> /Ton	\$ <u>3,750</u>
5 BASE	50 Tons	Handling and recycling of salvaged material at suitable facility <u>Sixteen</u> Dollars.	<u>16</u> /Ton	\$ <u>800</u>
6 BASE	1,800 CY	Crushing and onsite placement of non-impacted construction debris <u>Seventeen</u> Dollars.	<u>17</u> /CY	\$ <u>30,600</u>
BASE BID TOTAL				\$ <u>229,950</u>

TOTAL BASE BID AMOUNT IN NUMBERS: \$ _____

\$ 229,950⁰⁰

TOTAL BASE BID AMOUNT IN WORDS:

Two hundred twenty Nine thousand Nine hundred Fifty ~ ⁰⁰/₁₀₀



Signature of Bidder

Kernen Construction

Company

BIDDER MUST SIGN THIS PAGE

(BID PROPOSAL)

It is further understood and agreed that:

- A. In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
- B. The District reserves the right to eliminate any section of this proposal from the contract without claim of the Contractor for profits lost.
- C. No verbal agreement or conversation with any officer, agent, or employee of the District, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- D. The District will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will the bidder be released on account of errors.
- E. The undersigned bidder is properly licensed in accordance with the State of California Contractors' State License Law providing for the registration of Contractors.
- F. If the proposal is accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Board of Commissioners, within EIGHT (8) CALENDAR DAYS (not including Sundays) after the bidder has received the Notice of Award, the District may, at its option, determine that the bidder has abandoned the contract, and thereafter this proposal and the acceptance thereof shall be null and void.
- G. The undersigned bidder certifies that he has confirmed that the proposed form of contract and the Plans and Specifications are complete.

Dec 7th 2018
Date
P.O. Box 1340
Address
Blue Lake CA 95525
707-826-8686
Telephone Number

Kernan Construction
Bidder's Name
[Signature]
Authorized Signature
Partnership
Type of Organization
(Individual, Partnership or Corporation)
504091 1/31/19
State Contractor's Lic. No. & Exp. Date

THE ABOVE SIGNED ACKNOWLEDGES THAT THESE REPRESENTATIONS ARE MADE UNDER PENALTY OF PERJURY.



812 W. Wabash Ave., Eureka, CA 95501-2138

707-441-8855

Civil Engineering, Environmental Services, Geosciences, Planning & Permitting, Surveying

Reference: 016240.002

November 30, 2018

**Subject: Humboldt Bay Harbor, Recreation and Conservation District
Debris Cleanup – Redwood Marine Terminal II
Addendum No. 1**

Attention: All Plan Holders and Prospective Bidders:

Attached you will find Addendum Number 1 to the aforementioned project. Addendum 1 is hereafter included in the Contract Documents. Your attention to its content is required.

Regards,

SHN Engineers & Geologists

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

Michael K. Foget, PE
Senior Civil Engineer

MKF:dla

Enclosure: Addendum No. 1

Reference: 016240.002

Debris Cleanup – Redwood Marine Terminal II Samoa, California

Addendum No. 1

Prepared for:

**Humboldt Bay Harbor,
Recreation and Conservation District**

Bid Opening:

2:00 p.m., December 7, 2018

Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501

Prepared by:



Engineers & Geologists
812 W. Wabash Ave.
Eureka, CA 95501-2138
707-441-8855

November 2018

QA/QC:

A handwritten signature in blue ink, appearing to be 'JPM', is written over the line following 'QA/QC:'.



ADDENDUM NO. 1

November 30, 2018

**Humboldt Bay Harbor, Recreation and Conservation District
Notice of Request for Proposals
Debris Cleanup – Redwood Marine Terminal II, Samoa, California**

A. The following section of the bid package has been modified:

- 1) Technical Specifications Page TS-6, Item 2 - Debris Segregation. Separation of 2,400 cubic yards of construction debris located in three (3) stockpiles for material smaller than a half-inch (1/2) will be required. The separation of this material smaller than a quarter-inch (1/4) no longer applies.**

B. The following questions have been received by the District; District responses are in *italics*:

- 1) Is there a water source near the work Area?**

Yes, water is available for use from a fire hydrant approximately 300 feet from the work area.

- 2) Can concrete be removed for recycling offsite?**

Yes, concrete can be removed from the site for recycling at no additional cost to the District. Provide copies of the agreement between the contractor and the permitted entity that receives, processes, and disposes of the material. Said agreement shall release the District from future responsibility for the material. Any material removed from the site for processing will not be returned for onsite placement.

- 3) What storm water controls are required for this work?**

The grading permit to be acquired by the contractor from the Humboldt County Planning and Building Department will require that the contractor develop and implement an approved Erosion and Sediment Control Plan.

END OF ADDENDUM



812 W. Wabash Ave., Eureka, CA 95501-2138

707-441-8855

Civil Engineering, Environmental Services, Geosciences, Planning & Permitting, Surveying

Reference: 016240.002

December 4, 2018

**Subject: Humboldt Bay Harbor, Recreation and Conservation District
Debris Cleanup – Redwood Marine Terminal II
Addendum No. 2**

Attention: All Plan Holders and Prospective Bidders:

Attached you will find Addendum Number 2 to the aforementioned project. Addendum 2 is hereafter included in the Contract Documents. Your attention to its content is required.

Regards,

SHN Engineers & Geologists

A handwritten signature in blue ink, appearing to read 'MKF', is placed above the printed name of the sender.

Michael K. Foget, PE
Senior Civil Engineer

MKF:dla

Enclosure: Addendum No. 2

Reference: 016240.002

Debris Cleanup – Redwood Marine Terminal II Samoa, California

Addendum No. 2

Prepared for:

**Humboldt Bay Harbor,
Recreation and Conservation District**

Bid Opening:

2:00 p.m., December 7, 2018

Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501

Prepared by:



Engineers & Geologists
812 W. Wabash Ave.
Eureka, CA 95501-2138
707-441-8855

December 2018

QA/QC: _____



ADDENDUM NO. 2

December 4, 2018

**Humboldt Bay Harbor, Recreation and Conservation District
Notice of Request for Proposals
Debris Cleanup – Redwood Marine Terminal II, Samoa, California**

- A. The following additional information has been added to the bid package for reference:
- 1) **Technical Specifications Page TS-17, Item 12 – Disposal of Contaminant Impacted Materials.**
The Contractor shall **not** be required to perform or pay for analytical testing necessary to properly characterize material requiring disposal. The District shall be responsible for sample collection and analytical testing services for disposal characterization. The testing information obtained will be provided by the District to the contractor for filing requirements set forth by the facility accepting the material for treatment and disposal. The requirement for the contractor to perform all testing for Class II material disposal no longer applies.

END OF ADDENDUM