

(BID PROPOSAL)

BIDDER'S SECURITY

(Attach to this page)



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mercer Fraser Company
200 Dinsmore Drive
Fortuna, CA 95540
Mailing: P.O. Box 1006, Eureka, CA 95502

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER:

(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)


Redwood Marine Terminal II - Debris Clean Up
Samoa, CA


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2018


(Witness)


(Witness)

Mercer Fraser Company

(Principal)

(Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Jon Richard Sullivan, Attorney-in-Fact



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 California
County of Marin)

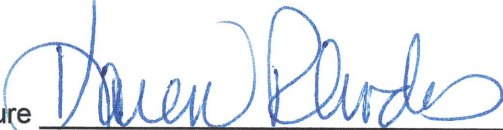
On November 29, 2018 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
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



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8196908-024088**

POWER OF ATTORNEY

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, Trisha Chang, Susan J. McGowan, Michael Brophy McGowan, Karen Rhodes, Jon Richard Sullivan

all of the city of Novato state of California 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 24th day of September, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of September, 2018 before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 David M. Carey, 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 29th day of November, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, 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>
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12/7/18
Date

PO Box 1006
Address

Eureka, CA 95502

(707)443-6371
Telephone Number

Mercer-Praser Company
Bidder's Name


Authorized Signature

Corporation
Type of Organization
(Individual, Partnership or Corporation)

105709 1/31/2019
State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

MATERIAL RECYCLING INFORMATION FORM

Debris Cleanup—Redwood Marine Terminal II

(Note: Recycling information requested and listed on this page is being collected for internal audit use only. It will not be used in any way related to the award of the project.)

Bid Item No.	Description of item to be recycled	Estimated tonnage of item to be recycled	Name & address of recycling facility

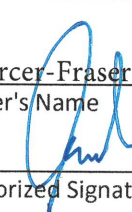
12/7/18
Date

PO Box 1006
Address

Eureka, CA 95502

(707) 443-6371
Telephone Number

Mercer-Fraser Company
Bidder's Name


Authorized Signature

Corporation
Type of Organization
(Individual, Partnership or Corporation)

105709 1/31/2019
State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

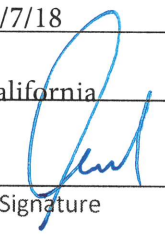
Debris Cleanup—Redwood Marine Terminal II

The undersigned declares:

I am the President of Mercer-Fraser Company, 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 12/7/18 (DATE),
at Fortuna (DISTRICT), California (STATE).

Mercer-Fraser Company
Bidder's Name


Authorized Signature

PO Box 1006
Address 1

Corporation
Type of Organization
(Individual, Partnership or Corporation)

Eureka, CA 95502
Address 2

105709 1/31/2019
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 _____ <i>Forty thousand</i> Dollars.		\$ <i>40,000</i>
2 BASE	2,400 CY	Segregate material from construction debris piles _____ <i>Seven per cy.</i> Dollars.	\$ <i>7</i> /CY	\$ <i>16,800</i>
3 BASE	800 Tons	Handling and disposal of contaminant-impacted debris at Class II Facility _____ <i>one hundred fifteen per ton</i> Dollars.	\$ <i>115</i> /Ton	\$ <i>92,000</i>
4 BASE	25 Tons	Handling and disposal of municipal solid waste at a suitable facility _____ <i>Five hundred thirty per ton</i> Dollars.	\$ <i>530</i> /Ton	\$ <i>13,250</i>
5 BASE	50 Tons	Handling and recycling of salvaged material at suitable facility _____ <i>Fifty per ton</i> Dollars.	\$ <i>50</i> /Ton	\$ <i>2,500</i>
6 BASE	1,800 CY	Crushing and onsite placement of non-impacted construction debris _____ <i>forty per cy.</i> Dollars.	\$ <i>40</i> /CY	\$ <i>72,000</i>
BASE BID TOTAL				\$ <i>236,550</i>

TOTAL BASE BID AMOUNT IN NUMBERS: \$ *236,550*

TOTAL BASE BID AMOUNT IN WORDS:

Two hundred thirty-Six thousand five hundred fifty.



Signature of Bidder

Mercer-Fraser Company
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.

12/7/18
Date

PO Box 1006
Address

Eureka, CA 95502

(707) 443-6371
Telephone Number

Merger-Fraser Ccompany
Bidder's Name


Authorized Signature

Corporation
Type of Organization
(Individual, Partnership or Corporation)

105709 1/31/2019
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', is located below the company name.

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: 



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 black ink, appearing to read 'MKF', written over a light gray circular stamp.

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

**WRITTEN CONSENT
OF THE SOLE DIRECTOR TO ACTION
TAKEN WITHOUT MEETING
OF
MERCER-FRASER COMPANY**

The sole director of Mercer-Fraser Company, a California corporation (the "Corporation"), in accordance with California Corporations Code § 7211(b), hereby consents to the following resolutions as acts of the Corporation:

RESOLVED: That each of the following persons are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's business with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid related documents prepared and submitted on behalf of Mercer-Fraser Company relating to any and all domestic construction projects arising out of the company's operations:

Justin Zabel, President & CEO

The undersigned, being the sole Director of the Corporation, by signing this consent, waives notice of the time, place, and purpose of a meeting of the sole Director, and consents to the transaction of business and the foregoing resolutions by written consent of the sole Director in lieu of a special meeting noticed and called for each purpose.

DATED: this 6th day of July 2013.

Sole Director



Justin E. Zabel



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **105709** Entity **CORP**
Business Name **MERCER FRASER COMPANY**

Classification(s) **A**



Expiration Date **01/31/2019**

www.cslb.ca.gov