

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

OWNER:

(Name, legal status and address)
Humboldt Bay Harbor, Recreation &
Conservation District
601 Startare Drive.
Eureka, CA 95501

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 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)
Maintenance Dredging - Woodley Island
Woodley Island Marina and Fields Landing Boat Yard
Humboldt County

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 11th

day of September

, 2018

(Witness)

(Title) Justin Zabel, Preside

Liberty Mutual Insurance Company

Mercer Fraser Company

(Surety)

(Principal)

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

INSURATE TO THE PROPERTY OF TH

(Seal)

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.

validity of that document.				
State of California County ofMarin)			
On September 11, 2018 before m	ne, Karen Rhodes, Notary Public (insert name and title of the officer)			
personally appearedJon Richard Sulliva	n			
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.	KAREN RHODES Notary Public – California Marin County Commission # 2232757 My Comm. Expires Mar 1, 2022			
Signature / WUW CUCA	(Seal)			

currency

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 8061488

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

West American Insurance Company

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, Donna J. Frowd; Susan J. Mcgowan; Michael Brophy Mcgowan; Karen Rhodes; Jon Richard Sullivan; Debbie L. Welsh

all of the city of Novato _, state of _CA 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 12th day of April 2018

1912 1991

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 12th day of April , 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

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

David M. Carey, Assistant Secretary

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:

confirm the validity of this Power of Attorney call 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-infact 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 $11 {
m th}$ day of

To confirm the validity of 1-610-832-8240 between





BIDDER'S SECURITY

(Attach to this page)



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.

bid item No.	Subcontractor	Address & Tel. No.	State License No.
	NO	SUBS	
9/24/18		Margar Eracar C	· · · · · · · · · · · · · · · · · · ·
Date		<u>Mercer-Fraser C</u> Bidder's Name	ompany
PO Box 1006			Mel
Address		Authorized Signatur	Justin Zabel, Presiden
Eureka, CA		_Corporation	
		Type of Organizatio (Individual, Partnership	
(707) 443-6371		_105709 1/31/20	
Telephone Number		State Contractor's L	ic. No. & Exp. Date

MATERIAL RECYCLING INFORMATION FORM

Maintenance Dredging-Woodley Island Marina

(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

Bid Item	Description of item to be recycled	Estimated tonnage of item	Name & address of	
No.	Description of item to be recycled	to be recycled	recycling facility	
9/24/18		Mercer-Fraser (Company	
Date		Bidder's Name		
			010	
PO Box 100)6	- Venst	gn Wabel	
Address		Authorized Signat	ture Justin Zabel, President	
T 1 04	0.5500			
Eureka, CA	95502	Corporation		
		Type of Organizat		
		(Individual, Partnersl	hip or Corporation)	
(707) 443-6	5371	_105709 1/31/2	019	
Telephone N		State Contractor's Lic. No. & Exp. Date		

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Maintenance Dredging-Woodley Island Marina

The undersigned declares:					
lam 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 t true and correct and that this declaration	he laws of is execute	the State of California th d on <u>September 24, 2</u>	at the foregoin 2018	g is (DATE),	
at <u>Fortuna</u> (DISTRICT),	California		(STATE).	
Mercer-Fraser Company Bidder's Name		Authorized Signature	Justin Zabel, Pr	esident	
PO Box 1006 Address 1		Corporation Type of Organization (Individual, Partnership	or Corporation)		
Eureka, CA 95502		105709 1/31/2019			
Address 2		State Contractor's Lic. N	o. & Exp. Date		

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

FOR

Maintenance Dredging-Woodley Island Marina

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 July 15-October 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 SCHEDULE Maintenance Dredging-Woodley Island Marina

Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District Maintenance Dredging—Woodley Island Marina				
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>Nine Hundred Sixty Seven</u> ThousandDollars.	967,000.00	\$967,000.00
2 BASE	Lump Sum	Pre- and Post-Dredging Hydrographic Survey Woodley Island Marina	50,000.00	\$50,000.00
3 BASE	Lump Sum	Pre- and Post-Dredge Hydrographic Survey Humboldt Open Ocean Disposal Site Deleted per Addendum #1 Dollars.	deleted pe	r addendum #1
4 BASE		Mooring Basin Dredging, Wharves 1 through I with transport and disposal at the Humboldt Open Ocean Disposal SiteThirty NineDollars.	39.00/CY	\$_3,531,138.00
BASE BID TOTAL \$_4,548,138.00				

TOTAL BASE BID AMOUNT IN NUMBERS: \$_4,548,138.00
TOTAL BASE BID AMOUNT IN WORDS:
Four Million Five Hundred Forty Eight Thousand One Hundred Thirty Eight Dollars
Stand-by time at $$4,900.00$ per hour.

See next page for Non-mandatory Alternate Bid Schedule.

NON-MANDATORY ALTERNATE BID SCHEDULE

Maintenance Dredging-Woodley Island Marina

N. M. A.						
Non-Mandatory Alternate Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District Maintenance Dredging—Fields Landing Boat Yard (FLBY)						
Bid Item No.	Approx. Quantity	Bid Item Description with Total Price Written in Words	Unit Price	Total Item Price		
1 Alt	Lump Sum	Mobilization and Demobilization fixed at <u>Ninety Thousand</u> Dollars.	90,000.00	\$_90,000.00		
2 Alt	Lump Sum	Pre- and Post-Dredge Hydrographic Survey FLBY Fifteen Thousand Dollars.	15,000.00	\$_15,000.00		
3 Alt	7,000 CY w/over- dredge	Fields Landing Boat Yard Finger Dock Dredging with transport and disposal at HOODSSeventyDollars.	70.00 /CY	\$ 490,000.00		
ALT 1 BID TOTAL \$_595,000.00						
TOTAL NON-MANDATORY ALTERNATE BID AMOUNT IN NUMBERS: \$_590,000.00						
TOTAL NON-MANDATORY ALTERNATE BID AMOUNT in WORDS: _Five Hundred Ninety Five Thousand Dollars						
Stand-by time at $$\underline{4,900.00}$ per hour.						
Mercer-Fraser Company						
		Signature of Bidder Justin Zabel, President Compa	7			

BIDDER MUST SIGN THIS PAGE

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.

9/24/18	Mercer-Fraser Company		
Date	Bidder's Name		
PO Box 1006	Jessim Glace		
Address	Authorized Signature Justin Zabel, President		
Eureka, CA 95502	Corporation		
	Type of Organization		
	(Individual, Partnership or Corporation)		
(707) 443-6371	105709 1/31/2019		
Telephone Number State Contractor's Lic. No. & Exp. Date			

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

SIN

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

Reference: 016240.020

August 28, 2018

Subject:

Humboldt Bay Harbor, Recreation and Conservation District

Maintenance Dredging - Woodley Island Marina

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

Michael K. Foget, PE Senior Civil Engineer

MKF:dla

Enclosure: Addendum No. 1

Reference: 016240.020

Maintenance Dredging – Woodley Island Marina Eureka, California

Addendum No. 1

Prepared for:

Humboldt Bay Harbor,
Recreation and Conservation District

Bid Opening:

2:00 p.m., September 10, 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

April 2018

QA/QC:



ADDENDUM NO. 1

August 28, 2018

Humboldt Bay Harbor, Recreation and Conservation District Notice of Request for Proposals Maintenance Dredging – Woodley Island Marina, Eureka, CA

- A. The following additional documents have been added to the bid package for reference:
 - 1) U.S. Army Corps of Engineers Tentatively Approved Dredging Permit # 1996-22216
- B. The following documents have been modified in the bid package for reference:
 - A. BID Schedule page C-13. Base Bid item 3 (Pre and Post Dredge Hydrographic Survey Humboldt Open Ocean Disposal Site) has been deleted from the Bid. It has been waived as a permit requirement.
 - B. Section 01 22 00 Measurement and Payment, Subsection 2.02 Measurement and Payment Items. Item 3. (Pre- and Post Dredging Hydrographic Survey Humboldt Open Ocean Disposal Site (HOODS)) has been deleted as it has been waived as a permit requirement.

- **C.** The following questions have been received by the District; District responses are in *italics*:
 - 1) Will the floating docks be removed by others prior to dredging?
 No, the floating docks will not be removed, however all boats in the slips will be removed prior to dredging. Contractor will be required to provide District with notice 72 hours in advance of dredging a slip.
 - 2) If not, can the contractor temporarily remove the docks to gain access to the site?

 No, the contractor may not remove the docks. Please see answer under #1. If there is an emergency in which a dock has been damaged, dock removal may be authorized by the District. Contractor can scape material underneath the docks, however all material shall be removed from the water via a closed clam shell bucket.
 - 3) Is the period of performance for this dredging episode planned for 2018 or 2019?

 The period of performance for Woodley Island Marina is through December 31, 2019 for the Contract. The period of performance for in water dredging at Woodley Island Marina is to be completed by October 15, 2019 (unless permitting agencies grant an extension). Please note Fields Landing Boat Yard is an alternative bid item which the Harbor District would like completed in 2018.

END OF ADDENDUM

Reference: 016240.020

September 6, 2018

Subject:

Humboldt Bay Harbor, Recreation and Conservation District

Maintenance Dredging - Woodley Island Marina

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

Michael K. Foget, PE Senior Civil Engineer

MKF:dla

Enclosure:

Addendum No. 2

Reference: 016240.020

Maintenance Dredging – Woodley Island Marina Eureka, California

Addendum No. 2

Prepared for:

Humboldt Bay Harbor,
Recreation and Conservation District

Bid Opening:

2:00 p.m., September 24, 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

September 2018



ADDENDUM NO. 2

September 6, 2018

Humboldt Bay Harbor, Recreation and Conservation District

Notice of Request for Proposals

Maintenance Dredging - Woodley Island Marina, Eureka, CA

A. The following documents have been modified in the bid package for reference:

Notice to Contractors page C-1. The Bid has been extended to Monday September 24, 2018, at 2:00pm PST. Any bids submitted after this time will not be accepted and will be returned to the bidder unopened.

Questions must be received by 5:00pm PST on Monday September 17, 2018. Any questions received after this time will not be addressed.

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

1. What is the price range for bid bond purposes?

See page C-4 item 4. "Proposal Guaranty." The amount of the Proposal Guaranty is 10% of the total Bid amount.

2. Is there a bidder's bond form included with the bid package?

No. If a bid bond is to be used, the bid bond form shall be produced by contractor's surety provider. The Surety is to be attached to Page C-8 (not C-12 as indicated on page C-4 item 4. "Proposal Guaranty").

3. What is the Engineer's Estimate for the dredging, Woodley Island?

An engineer's estimate has not been prepared for this bid.