

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: N/A

CONTRACTOR:
(Name, legal status and address)
Figas Construction
115 Redmond Road Eureka, CA 95503

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
Humboldt Bay Harbor, Recreation & Conservation District
601 Starteare Drive, Eureka, CA95501

BOND AMOUNT: Ten Percent of Total Bid Amount (10% of bid)

PROJECT:
(Name, location or address, and Project number, if any)
Maintenance Dredging - Woodley Island Marina - H601 Startare Drive, Eureka, CA95501

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.

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 13th day of July 2020

(Witness)
Julien Moug

Figas Construction
Robert Figas
(Principal)
Owner 7-14-20
(Title) *see attached*
(Seal)

(Witness)
Michelle Gallardo
(Title)

Merchants Bonding Company (Mutual)
(Surety)
Ferry R. Baner
(Title) *(Seal)*
Ferry R. Baner, Attorney-in-fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Michelle D Stanwood; Steven A Callaway; Theresa R Baner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



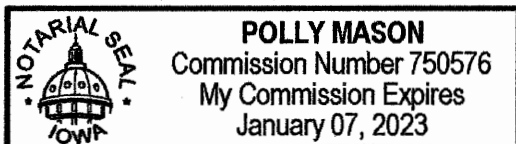
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of July, 2020.



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

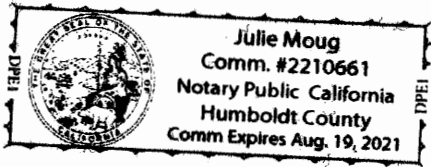
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)
On July 14, 2020 before me, Julie Moug,
Date Here Insert Name and Title of the Officer
personally appeared Robert Pigas
Name(s) of Signer(s)

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 Julie Moug
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

(BID PROPOSAL)

BIDDER'S SECURITY

(Attach to this page)

(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 District, and in accordance with applicable provisions of these Specifications and Plans.

Bid Item No.	Subcontractor	Address & Tel. No.	State License No.
1	Pacific Affiliates	990 (707) 445-3001 Waterfront Dr. Eureka	67393

July 14, 2020
Date

115 Redmond Rd
Address

EUREKA, CA 95503

(707) 442-2620 or 499-8794
Telephone Number

Figas Construction
Bidder's Name

Robert Figas
Authorized Signature

Sole Proprietorship
Type of Organization
(Individual, Partnership or Corporation)

332773 01/31/2022
State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

MATERIAL RECYCLING INFORMATION FORM

2020 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 No.	Description of item to be recycled	Estimated tonnage of item to be recycled	Name & address of recycling facility

July 14, 2020
Date

115 Redmond Rd
Address

EUREKA, CA 95503

(707) 442-2620 or 499-8794
Telephone Number

Figas Construction
Bidder's Name

Robert Figas
Authorized Signature

Sole Proprietorship
Type of Organization
(Individual, Partnership or Corporation)

332773 01/31/2022
State Contractor's Lic. No. & Exp. Date

(BID PROPOSAL)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

2020 Maintenance Dredging – Woodley Island Marina

The undersigned declares:

I am the owner of Figas 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 July 14, 2020 (DATE),

at Humboldt (DISTRICT), California (STATE).

Figas Constructim

Bidder's Name

Robert Figas

Authorized Signature

115 Redmond Rd.

Address 1

Sole Proprietorship

Type of Organization

(Individual, Partnership or Corporation)

Eureka, CA 95503

Address 2

332773 01/31/2021

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

(BID PROPOSAL)

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

FOR

2020 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 PROPOSAL)

Bid Schedule Humboldt Bay Harbor, Recreation, and Conservation District 2020 Maintenance Dredging–Woodley Island Marina			
Bid Item No.	Quantity	Bid Item Description with Total Price Written in Words	Total Item Price
1.	N/A	Pre- and Post-Dredging Hydrographic Surveys (Base Bid) Hydrographic surveys fixed at <u>fifteen thousand</u> Dollars.	\$ <u>15,000.00</u>
2.	N/A	Mobilization and Demobilization (Base Bid) Mobilization and Demobilization fixed at <u>seventy five thousand</u> Dollars.	\$ <u>75,000.00</u>
3.	7,192 Cubic Yards	Dredging and Disposal (Base Bid) Dredging and disposal of 7,192 cubic yards fixed at <u>forty</u> Dollars.	\$ <u>287,680.00</u>
Total Base Bid			\$ <u>377,680.00</u>
Total Base Bid Amount in Words: <u>three hundred seventy seven thousand six hundred eighty dollars</u>			
Stand-by time at \$ <u>1,500.00</u> per hour.			

4.	Up to 4,308 Cubic Yards	Dredging and Disposal (Option Bid) Dredging and disposal at <u>forty</u> Dollars per cubic yard.	\$ <u>172,320.00</u> for 4,308 cubic yards
Total Option Bid Amount in Words: <u>one hundred seventy two thousand three hundred twenty dollars</u>			
Stand-by time at \$ <u>1,500.00</u> per hour.			

❖ A contract for the Base Bid will be awarded to the Bidder with the Lowest Base Bid. At the District's discretion, the Option Bid or a portion of the Option Bid may also be awarded to the Bidder that is awarded the Base Bid.

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.

July 14, 2020
Date

115 Redmond Rd
Address

EUREKA, CA 95501

(707) 442-2620 or 499-8794
Telephone Number

Figas Construction
Bidder's Name

Robert Figas
Authorized Signature

Sole Proprietorship
Type of Organization
(Individual, Partnership or Corporation)

332773 01/31/2021
State Contractor's Lic. No. & Exp. Date

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

Purchase Order # _____

CONTRACT AGREEMENT

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT WOODLEY ISLAND MARINA MAINTENANCE DREDGING

This CONTRACT is made and entered into this _____ () day of _____ 2020, by and between the Humboldt Bay Harbor, Recreation, and Conservation District, a California public entity ("HBHRCD"), and _____ as ("Contractor").

The parties agree as follows:

1. Scope of Services: Contractor agrees to complete all work as specified in the Technical Specifications, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.
2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications, including the Greenbook (BNI Publications, Inc., 2018 edition available on line), the Notice Inviting Proposals, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents"). All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.
3. Compensation: The HBHRCD shall pay Contractor for the price set forth by him/her in the accepted Bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents, and paid for at the stipulated contract unit or lump sum prices, as the case may be. Total compensation shall not exceed the Base Bid total and any amount of the Option Bid that the District awards.
4. Payment: Contractor shall submit monthly invoices for completed tasks as outlined in the submitted Bid Schedule. All invoices must include Purchase Order No. 1318. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The HBHRCD agrees to pay invoices within 90 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 90 days from the HBHRCD's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.
5. Commencement of Work, Time for Completion: No Work shall be performed or furnished under this Contract until the HBHRCD has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by October 15, 2020, (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. However, extension would need to be approved by regulatory agencies in addition to the District. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the HBHRCD Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the HBHRCD Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the HBHRCD Representative may, at no additional cost to the HBHRCD, require the Contractor to increase