

**AGENDA**  
**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS**  
**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**DATE:** July 16, 2020

**TIME:** Closed Session – 5:00 P.M.  
Special Session – 6:00 P.M.

**PLACE:** Join Zoom Meeting  
<https://us02web.zoom.us/j/3432860852>

Meeting ID: 343 286 0852

Teleconference Option:  
(669) 900-9128, 343 286 0852#

**1. Call to Order Closed Session at 5:00 P.M.**

**2. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

**3. Move to Executive Closed Session**

- a) CONFERENCE WITH LABOR NEGOTIATORS. Agency designated representatives: Larry Oetker, Executive Director. Employee organization: Operating Engineers Local Union No. 3, AFL-CIO.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential purchase of real property with Assessor's Parcel Numbers 401-011-001, 401-011-010, 401-011-012, 401-011-018, 401-011-020, 401-011-023, 401-021-011, 401-021-018, 401-021-027, 401-011-028, 401-021-029, and 401-031-045 on the Samoa Peninsula, Humboldt County, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Security National. Under negotiation: price and payment terms.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential sale / lease of the dredge Nehalem located at Fields Landing, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Under negotiation: price and payment terms.

**4. Call to Order Special Session at 6:00 P.M. and Roll Call**

**5. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

**Agenda for July 16, 2020 Special Board Meeting**

**6. Business**

**a) Woodley Island Marina 2020 Dredging Contract**

*Recommendation:* It is recommended that the Board approve a contract for Woodley Island Marina dredging activities to the bidder that will conduct base items in the request for proposals for the lowest cost.

*Summary:* District staff will open bids for Woodley Marina dredging activities on July 14, 2020. The contract may be awarded to the bidder that will conduct base items described in the request for proposals for the lowest cost. The Board will consider approving the bid during their July 16, 2020 special meeting.

**b) Nehalem Dredge Lease and/or Sale**

*Recommendation:* It is recommended that the Board consider authorizing staff to negotiate the lease and/or sale of the District owned Nehalem dredge and associated equipment.

*Summary:* The District owns a cutterhead suction dredge (the Nehalem) and the associated equipment listed in Attachment A. A private entity is interested in leasing and/or purchasing the dredge and associated equipment.

**7. Permits - NONE**

**8. Future Agenda Items**

**9. Adjournment**

COMMISSIONERS

1<sup>st</sup> Division

Larry Doss

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
(707) 443-0801  
P.O. Box 1030  
Eureka, California 95502-1030



**STAFF REPORT - HARBOR DISTRICT MEETING**  
**July 16, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** July 9, 2020

**TITLE:** Woodley Island Marina 2020 Dredging Contract

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**RECOMMENDATION:** It is recommended that the Board:

Approve a contract for Woodley Island Marina dredging activities to the bidder that will conduct base items in the request for proposals for the lowest cost.

**INTRODUCTION:**

District staff will open bids for Woodley Marina dredging activities on July 14, 2020. The contract may be awarded to the bidder that will conduct base items described in the request for proposals for the lowest cost. The Board will consider approving the bid during their July 16, 2020 special meeting.

**DISCUSSION:**

On June 3, 2020 the District released a request for proposals (available at [humboltdbay.org](http://humboltdbay.org)) for the following activities related to dredging at Woodley Island Marina:

- Pre-dredge surveys.
- Post-dredge surveys.
- Mobilization / demobilization.
- Dredging.
- Dredged material disposal.

A pre-bid meeting was held on June 15, 2020. The bid-opening is scheduled for July 14 at 2:00 pm. As described in the request for proposals, a contract may be awarded to the bidder that will conduct base items for the lowest cost and whose proposal complies with all prescribed requirements.

District staff will review the bids and develop a specific recommendation for the Board. This recommendation will be included in an agenda supplement that will be publicly circulated on July 15, 2020.

COMMISSIONERS  
 1<sup>st</sup> Division  
 Larry Doss  
 2<sup>nd</sup> Division  
 Greg Dale  
 3<sup>rd</sup> Division  
 Stephen Kullmann  
 4<sup>th</sup> Division  
 Richard Marks  
 5<sup>th</sup> Division  
 Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707) 443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**AGENDA SUPPLEMENT - HARBOR DISTRICT MEETING**  
**July 16, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** July 15, 2020

**TITLE: Supplemental Staff Report: Woodley Island Marina 2020 Dredging Contract**

**RECOMMENDATION.** District staff recommends that the Board:

1. Direct staff to enter into a contract with Figas Construction for execution of the base bid for dredging of 7,192 cubic yards (cy) of material from Woodley Island Marina for a cost not to exceed \$377,680.
2. Direct staff to enter into a contract with Figas Construction for execution of the full option bid for dredging of 4,308 cy of material from Woodley Island Marina for a cost not to exceed \$172,320.
3. Approve additional expenditures from the District dredging fund up to 10% of the awarded base and option bid (if approved) for unforeseen costs. Total cost would not exceed \$55,000.

**DISCUSSION**

This staff report supplements the staff report for Woodley Island Marina Dredging Contract.

On July 14, 2020, bids for dredging Woodley Island Marina were opened during a public meeting. The bids included a “base bid” and an “option bid”. As described in the request for proposals, the award is to be made to the bidder with the lowest base bid. The District may choose to add to the award a portion, or all, of the option bid amount. The base bid and option bid are described below, followed by a staff recommendation for the award.

**Base Bid**

Bids included “base bids” for pre- and post-dredging hydrographic surveys, mobilization/demobilization and dredging/disposal of 7,192 cy of material. This is the amount of emergency dredging that may be funded by the Federal Emergency Management Agency and California Office of Emergency Services.

As described in the request for proposals, the contract will be awarded to the bidder with the lowest base bid. Table 1 shows the bidders and base bid amounts.

**Table 1. Woodley Island Marina dredging contract bidders and base bid amounts.**

Bidder	Base Bid Amount
Mercer Fraser Company	\$753,368
Figas Construction	\$377,680
The Dutra Group	\$871,800

Figas Construction is the low bidder. Award of the base bid would allow for pre- and post-dredging hydrographic surveys, mobilization, demobilization and dredging/disposal of 7,192 cy of material at a cost of \$377,680.

**Option Bid**

In 2019, dredging was started in Woodley Island Marina fairways between docks C-D, D-E, E-F and F-G. Based on 2019 post-dredge surveys, to reach design depths within these fairways approximately 11,500 cy more material needs to be dredged. It is expected that a relatively small amount of material also accumulated after the

post-dredge surveys. Execution of the base bid and option bid would remove 11,500 cy of material and deepen these fairways close to design depth.

The option bid from Figas Construction is \$40/cy. The District could award the option bid to dredge up to an additional 4,308 cy, which would cost \$172,320. This would result in total dredging of 11,500 cy and complete the dredging cycle for the four fairways. Execution of the option bid would be funded by the District.

**ATTACHMENTS:**

- A. Mercer Fraser Company Bid
- B. Figas Construction Bid
- C. The Dutra Group Bid



# 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

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.

### OWNER:

*(Name, legal status and address)*

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

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

### PROJECT:

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


2020 Maintenance Dredging - Woodley Island Marina  
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 10th day of July, 2020

  
*(Witness)*

Mercer Fraser Company  
*(Principal)* \_\_\_\_\_ *(Seal)*

  
*(Title)* Justin Zabel, President

  
*(Witness)*

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.

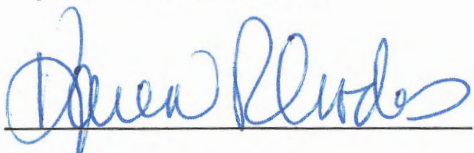
State of California  
County of Marin )

On July 10, 2020 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, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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, 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 10th day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**(BID PROPOSAL)**

**BIDDER'S SECURITY**

(Attach to this page)



(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

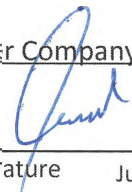
7/14/2020  
Date

PO Box 1006  
Address

Eureka, CA 95502

(707) 443-6371  
Telephone Number

Mercer-Fraser Company  
Bidder's Name

  
Authorized Signature      Justin Zabel, President

Corporation  
Type of Organization  
(Individual, Partnership or Corporation)

105709 1/31/2021  
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**

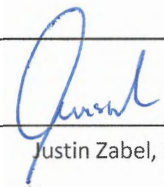
The undersigned declares:

I am the 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 July 14, 2020 (DATE),

at Fortuna (DISTRICT), California (STATE).

Mercer-Fraser Company  
Bidder's Name

  
Authorized Signature Justin Zabel, President

PO Box 1006  
Address 1

Corporation  
Type of Organization  
(Individual, Partnership or Corporation)

Eureka, CA 95502  
Address 2

105709 1/31/2021  
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)**

<b>Bid Schedule</b> <b>Humboldt Bay Harbor, Recreation, and Conservation District</b> <b>2020 Maintenance Dredging–Woodley Island Marina</b>			
Bid Item No.	Quantity	Bid Item Description with Total Price Written in Words	Total Item Price
1.	N/A	<b>Pre- and Post-Dredging Hydrographic Surveys (Base Bid)</b> Hydrographic surveys fixed at <u>Fifty Thousand</u> Dollars.	\$ <u>50,000.00</u>
2.	N/A	<b>Mobilization and Demobilization (Base Bid)</b> Mobilization and Demobilization fixed at <u>Three Hundred Fifteen Thousand</u> Dollars.	\$ <u>315,000.00</u>
3.	7,192 Cubic Yards	<b>Dredging and Disposal (Base Bid)</b> Dredging and disposal of 7,192 cubic yards fixed at <u>Fifty Four</u> Dollars.	\$ <u>388,368.00</u>
<b>Total Base Bid</b>			\$ <u>753,368.00</u>
<b>Total Base Bid Amount in Words:</b> Stand-by time at \$ <u>2,225.00</u> per hour.			

4.	Up to 4,308 Cubic Yards	<b>Dredging and Disposal (Option Bid)</b> Dredging and disposal at <u>Forty Nine</u> Dollars per cubic yard.	\$ <u>211,092.00</u> for 4,308 cubic yards
<b>Total Option Bid Amount in Words:</b> Stand-by time at \$ <u>2,225.00</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.

7/14/2020  
Date

PO Box 1006  
Address

Eureka, CA 95502

(707) 443-6371  
Telephone Number

Mercer-Fraser Company  
Bidder's Name

  
Authorized Signature Justin Zabel, President

Corporation  
Type of Organization  
(Individual, Partnership or Corporation)

105709 1/31/2021  
State Contractor's Lic. No. & Exp. Date

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

Purchase Order # \_\_\_\_\_

# 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

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

### PROJECT:

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

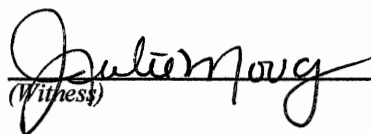
Maintenance Dredging - Woodley Island Marina - H601 Startare Drive, Eureka, CA95501

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.

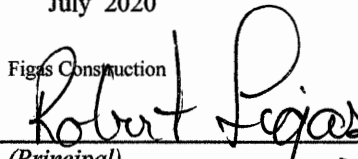
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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)

Figas Construction



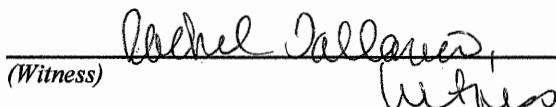
(Principal)

Owner

(Title)

7-14-20

see attached  
(Seal)

  
(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Title) Terry R. Baner, Attorney-in-fact

(Seal)

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010



**MERCHANTS**  
**BONDING COMPANY**  
**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.



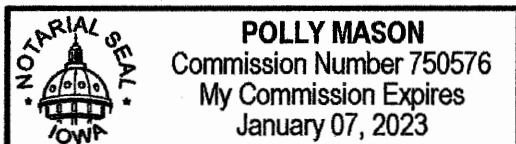
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

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**

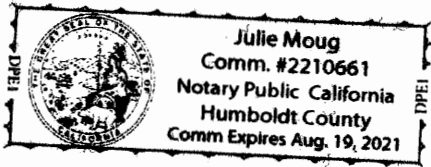
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 95603

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)**

<b>Bid Schedule</b> <b>Humboldt Bay Harbor, Recreation, and Conservation District</b> <b>2020 Maintenance Dredging–Woodley Island Marina</b>			
Bid Item No.	Quantity	Bid Item Description with Total Price Written in Words	Total Item Price
1.	N/A	<b>Pre- and Post-Dredging Hydrographic Surveys (Base Bid)</b> Hydrographic surveys fixed at <u>fifteen thousand</u> Dollars.	\$ <u>15,000.00</u>
2.	N/A	<b>Mobilization and Demobilization (Base Bid)</b> Mobilization and Demobilization fixed at <u>seventy five thousand</u> Dollars.	\$ <u>75,000.00</u>
3.	7,192 Cubic Yards	<b>Dredging and Disposal (Base Bid)</b> Dredging and disposal of 7,192 cubic yards fixed at <u>forty</u> Dollars.	\$ <u>287,680.00</u>
<b>Total Base Bid</b>			\$ <u>377,680.00</u>
<b>Total Base Bid Amount in Words:</b> <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	<b>Dredging and Disposal (Option Bid)</b> Dredging and disposal at <u>forty</u> Dollars per cubic yard.	\$ <u>172,320.00</u> for 4,308 cubic yards
<b>Total Option Bid Amount in Words:</b> <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

# Contract Documents

## Maintenance Dredging–Woodley Island Marina Humboldt Bay, California

**Including:**

**Notice to Contractors,  
Proposal and Agreement,  
General and Special Provisions**


**Bid Opening:**

2:00 p.m., July 14, 2020  
Humboldt Bay Harbor, Recreation & Conservation District  
601 Startare Drive Eureka, CA 95501

**Pre-Bid Meeting (Optional):**

2:00 p.m., June 15, 2020  
Humboldt Bay Harbor, Recreation & Conservation District  
601 Startare Drive  
Eureka, CA 95501

Approved:



---

Larry Oetker  
Executive Director

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

June 3, 2020



Submitted by:  
The Dutra Group  
2350 Kerner Blvd., Ste 200  
San Rafael, CA 94901

Bid Date/Time: July 14, 2020 @ 2 PM

**(BID PROPOSAL)**

**BIDDER'S SECURITY**

(Attach to this page)



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

Liberty Mutual Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, The Dutra Group

of 2350 Kerner Blvd., Suite 200, San Rafael, CA 94901

(hereinafter called the Principal) as Principal, and Liberty Mutual Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Humboldt Bay Harbor, Recreation & Conservation District

of 601 Startare Drive, Eureka, CA 95501

(hereinafter called the Oblige) in the penal sum of Ten Percent of Bid Amount

Dollars 10% of Bid lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated July 14, 2020 for 2020 Maintenance Dredging - Woodley Island Marina

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: July 7, 2020

The Dutra Group
Principal

By: Harry K. Stewart, C.O.O.
Liberty Mutual Insurance Company

By: Dona Lisa Buschmann (Attorney-in-fact)



**CALIFORNIA 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.

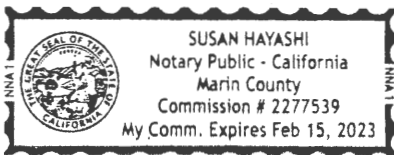
State of California }  
County of Marin }

On July 7, 2020 before me, Susan Hayashi, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Harry K. Stewart  
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General  Partner --  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## 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 PLACER )

On JULY 7, 2020 before me, JANA B. PILGARD, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared DONA LISA BUSCHMANN,  
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.

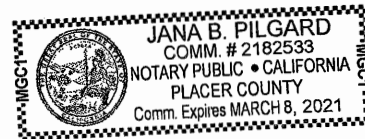
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

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: 8200942-977442

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, Julie A. Shiroma, Stephen D. Bender, Dona Lisa Buschmann, J. Buschmann, Edward D. Johnson, Robert D. Laux, Jana B. Pilgard, Kathy Rangel

all of the city of Sacramento 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 18th day of April, 2019.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of April, 2019 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
Tereaa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 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 7th day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



(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.
<u>1</u>	<u>ETRAC, INC.</u>	<u>637 LINDAROST ST. #100</u> <u>SAN RAFAEL, CA</u> <u>94901</u>	<u>N/A (SURVEYING)</u> <u>DIR# 1000017700</u>

July 7, 2020  
Date

2350 Kerner Blvd., Ste 200  
Address

San Rafael, CA 94901

415-258-6876  
Telephone Number

The Dutra Group  
Bidder's Name

  
Authorized Signature  
Harry K. Stewart, COO

Corporation, Incorporated in California  
Type of Organization  
(Individual, Partnership or Corporation)

CA 295128 (Exp:12/31/2021)  
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
NO MATERIALS APPLICABLE			

July 7, 2020  
Date

2350 Kerner Blvd., Ste 200  
Address

San Rafael, CA 94901

415-258-6876  
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The Dutra Group  
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**(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 Chief Operating Officer of The Dutra Group, 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 7, 2020 (DATE),

at Marin County (DISTRICT), California (STATE).

The Dutra Group

Bidder's Name

2350 Kerner Blvd., Ste 200  
San Rafael, CA 94901

Address 1

Address 2

  
Authorized Signature  
Harry K. Stewart, COO

Corporation, Incorporated in California

Type of Organization  
(Individual, Partnership or Corporation)

CA 295128 (Exp:12/31/2021)

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	<b>Pre- and Post-Dredging Hydrographic Surveys (Base Bid)</b> Hydrographic surveys fixed at <u>THIRTY TWO THOUSAND</u> Dollars.	\$ <u>32,000.<sup>00</sup></u>
2.	N/A	<b>Mobilization and Demobilization (Base Bid)</b> Mobilization and Demobilization fixed at <u>SIX HUNDRED SIXTY THOUSAND</u> Dollars.	\$ <u>660,000.<sup>00</sup></u>
3.	7,192 Cubic Yards	<b>Dredging and Disposal (Base Bid)</b> Dredging and disposal of 7,192 cubic yards fixed at <u>ONE HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED</u> Dollars.	\$ <u>179,800.<sup>00</sup></u>
Total Base Bid Amount in Words: <u>EIGHT HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED</u>			Total Base Bid \$ <u>871,800.<sup>00</sup></u>
Stand-by time at \$ <u>2,500.00</u> per hour.			

4.	Up to 4,308 Cubic Yards	<b>Dredging and Disposal (Option Bid)</b> Dredging and disposal at <u>ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED</u> Dollars per cubic yard.	<u>\$107,700.<sup>00</sup></u> for 4,308 cubic yards
Total Option Bid Amount in Words: <u>ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED</u>			
Stand-by time at \$ <u>2,500.00</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 7, 2020

Date

2350 Kerner Blvd., Ste 200 San Rafael, CA 94901

Address

Bill T. Dutra, CEO, President, Chairman

Harry K. Stewart, COO

Kevin W. Mohr, CFO

Molly F. Jacobson, CAO, Secretary

415-258-6876

Telephone Number

The Dutra Group

Bidder's Name

Authorized Signature  
Harry K. Stewart, COO

Corporation, Incorporated in California

Type of Organization

(Individual, Partnership or Corporation)

CA 295128 (Exp:12/31/2021)

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

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

Purchase Order # 1318

COMMISSIONERS

1<sup>st</sup> Division

Larry Doss

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

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

(707) 443-0801

P.O. Box 1030

Eureka, California 95502-1030



**STAFF REPORT - HARBOR DISTRICT MEETING**

**July 16, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** July 9, 2020

**TITLE: Nehalem Dredge Lease and/or Sale**

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**RECOMMENDATION:** It is recommended that the Board:

Consider authorizing staff to negotiate the lease and/or sale of the District owned Nehalem dredge and associated equipment.

**INTRODUCTION:**

The District owns a cutterhead suction dredge (the Nehalem) and the associated equipment listed in Attachment A. A private entity is interested in leasing and/or purchasing the dredge and associated equipment.

**DISCUSSION:** The District has owned the dredge for several years and has been unable to obtain the required permits to operate the dredge. As with any piece of equipment, the older it is and the longer it remains unutilized the less valuable it is. In order to retain value, the dredge must be utilized, maintained and operated by a professional dredge crew.

The District may opt to lease and/or sell the Nehalem dredge as a source of revenue. District staff recommends moving forward with the lease and/or sale.

**ATTACHMENTS:**

A. Dredge equipment list.

**NEHALEM DREDGE INVENTORY LIST**

QUANTITY	ITEM	Location	Original
			Market Value Total
1	Dredge	FLBY	\$ 700,000
1	Bar Fly Dredge Tender	FLBY	\$ 140,000
1	12" Booster with Pump	RMT II	\$ 30,000
200	12" Pipe / 40' Length	FLBY / RMT I	\$ 32,000
25	12" Pipe, steel/40' Lengths	FLBY	\$ 10,000
40	12" Dredge Sleeves	FLBY	\$ 400
64	12" Dredge Sleeve Clamps	FLBY	\$ -
50	Pontoons, pipe support	FLBY	\$ 250
1	Fittings for Pontoons, misc	FLBY	\$ 100,000
40	Concrete Weights	FLBY	\$ 20,000
20	1" Pipe, Thick Wall	RMT II	\$ 100
12	14" Pipe	RMT II	\$ 72
1	Barge, Portable	FLBY	\$ 40,000
10	Anchors	FLBY	\$ 2,000
1	12" Fusion Machine	RMT II	\$ 10,500
1	Work Skiff, 18' w/75 HP Yamaha	FLBY	\$ 12,000
1	Electronic Tide Gauge	FLBY	\$ -
1	Booster Pump Control Cabin	FLBY	\$ 20,000
1	Container w/misc parts	FLBY	\$ -
1	Misc elbows, fittings, etc.	FLBY	\$ 500
1	Misc seals, batteries, filters	FLBY	\$ 500
1	275 Watt light fixture	FLBY	\$ 100
2	Omega Element	FLBY	\$ 200
2	Spare bilge pump float switch	FLBY	\$ 200
1	Vise	FLBY	\$ 200
1	Crimp Machine/Hydraulic Hose	FLBY	\$ -
2	3/4 Ton come-alongs	FLBY	\$ 300
1	Misc hardware/bolts etc	FLBY	\$ 400
1	Misc assorted pipe and hose barb fit	FLBY	\$ 1,000
12	Pontoon Marker Lights	FLBY	\$ 1,200
1	Assorted hose lengths	FLBY	\$ 100
1	Spare boom winch/Pullmaster	FLBY	\$ 500
2	Spare Pump/hydraulic 40 gal	FLBY	\$ 500
1	Oil Change pump	FLBY	\$ 250
4	250' Spool wire/swing gear	FLBY	\$ 100
1	Fusing Iron	FLBY	\$ 700
1	Spare Wiring Harness	FLBY	\$ 50
1	Dredge pump shaft sleeve	FLBY	\$ 100
1	Spare Suction Hose 12"	FLBY	\$ 800
1	Spare cutter head	FLBY	\$ 1,000
2	Spare Teeth (sets)	FLBY	\$ 200
1	Misc tools, wrenchs on dredge	FLBY	\$ 400
1	Toolbox on dredge	FLBY	\$ 250
1	12" Y valve assembly	FLBY	\$ -
3	Floats	FLBY	\$ 1,200
1	Spare Shaft/for dredge pump	FLBY	\$ 500
1	Diesel fuel tank	FLBY	\$ 2,000
1	Ladder extension	FLBY	\$ 10,000
2	Spud extension	FLBY	\$ 10,000
<b>TOTAL</b>			<b>1,150,572</b>
<b>District Purchase</b>			<b>950,000</b>