

**Bid Proposal**

**2019 Maintenance Dredge Project**

Pacific Dredge & Construction, LLC ("Bidder") hereby submits this Bid Proposal to Moss Landing Harbor District ("District") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price ("Base Bid"):  
\$ 2,981,881.10

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the District based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>06/12/2019</u>	#05	_____
#02	<u>06/12/2019</u>	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capability, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- 3.5 **Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"),

as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with District in accordance with the terms of this Bid Proposal, by signing and submitting to District the Contract prepared by District using the form included with the Contract Documents;
  - 4.2 **Submit Required Bonds.** Submit to District a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
  - 4.3 **Insurance Requirements.** Submit to District the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

A cashier's check or certified check payable to District and issued by \_\_\_\_\_ [Bank name] in the amount of \$ \_\_\_\_\_

A bid bond, using the Bid Bond form included with the Contract Documents, payable to District and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on June 13, 2019.

s/ \_\_\_\_\_

Grant Westmorland, CEO

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[See Section 3 of Instructions to Bidders]

#1036092 A - GENERAL ENGINEERING CONTRACTOR 02/29/2020

Pacific Dredge & Construction, LLC

\_\_\_\_\_  
License #, Expiration Date, and Classification

Company Name

1000055882

1444 Cesar E Chavez Parkway

\_\_\_\_\_  
DIR Registration #

Address

619.533.7932 x 115

San Diego, CA 92113

\_\_\_\_\_  
Phone

District, State, Zip

grant@pacifictugboats.com

Grant Westmorland

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

END OF BID PROPOSAL

### Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance      CF = Cubic Feet      CY = Cubic Yard      EA = Each      LB = Pounds  
 LF = Linear Foot      LS = Lump Sum      SF = Square Feet      TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	A-Dock	34,801	CY	\$14.87	\$517,490.87
2	B-Dock	25,445	CY	\$14.87	\$378,367.15
3	C-Dock	40,039	CY	\$14.87	\$595,379.93
4	E-Dock	9,250	CY	\$14.87	\$137,547.50
5	F-Dock	12,039	CY	\$14.87	\$179,019.93
6	MBARI Dock	7,887	CY	\$14.87	\$117,279.69
7	K-Dock	4,498	CY	\$14.87	\$66,885.26
8	North Harbor Channel	32,958	CY	\$14.87	\$490,085.46
9	North Harbor Docks	26,518	CY	\$14.87	\$394,322.66
10	North Harbor Extended Emergency Area	7,095	CY	\$14.87	\$105,502.65
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$

TOTAL BASE BID:      Items 1 through 10 inclusive: \$ 2,981,881.10

*Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

BIDDER NAME: Pacific Dredge & Construction LLC

END OF BID SCHEDULE

**Subcontractor List**

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,<sup>1</sup> the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
Survey	Bay Marine Services L		170 Del Oro Lagoon, Novato, CA 94949		2%

END OF SUBCONTRACTOR LIST

<sup>1</sup> For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

**Noncollusion Declaration**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Chief Executive Officer [title] of Pacific Dredge and Construction, LLC [business name], 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.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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 June 13, 2019 [date], at Moss Landing Harbor [District], CA [state].

s/  \_\_\_\_\_

Grant Westmorland  
Name [print]

END OF NONCOLLUSION DECLARATION

## Bid Bond

Pacific Dredge Company, LLC ("Bidder") has submitted a bid, dated June 18th, 2019 ("Bid"), to Moss Landing Harbor District ("District") for work on the 2019 Maintenance Dredge Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and Nationwide Mutual Insurance Company, its surety ("Surety"), are bound to District as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with District in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to District the following:
  - 2.1 **Contract.** The executed Contract, using the form provided by District in the Project contract documents ("Contract Documents");
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to District. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Josh Severson  
Address: 7777 Alvarado Rd., Suite 201  
District/State/Zip: La Mesa, CA 91944-1820  
Phone: 619-688-6545 Ext. 5  
Fax: 877-870-3666  
Email: j.severson@nationwide.com

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on June 12th, 2019.

**SURETY:**

Nationwide Mutual Insurance Company

Business Name

s/ 

Joni Boole, Attorney In Fact

Name, Title

June 12th, 2019

Date

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**BIDDER:**

Pacific Dredge Company, LLC

Business Name

s/ 

Grant Westmerland

Name, Title

6-13-19

Date

END OF BID BOND

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

*"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 Ventura

On 6/12/2019 before me, Shelli Brennan, Notary Public,  
personally appeared Joni Boole

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.



Shelli Brennan  
Signature of Notary Public

**OPTIONAL**

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

<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p><b>TITLES(S)</b></p> <p><input type="checkbox"/> PARTNERS    <input type="checkbox"/> LIMITED</p> <p><input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b> NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <hr/> <p><b>TITLE OR TYPE OF DOCUMENT</b></p> <hr/> <p><b>NUMBER OF PAGES</b></p> <hr/> <p><b>DATE OF DOCUMENT</b></p> <hr/> <p><b>SIGNER(S) OTHER THAN NAMED ABOVE</b></p> <hr/>
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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

KIP K. KELLER  
ACHARA TRUJILLO  
SHERRIE H. OFFDENKAMP  
DONNA L. SCOTT

MIKE MELSHENKER  
RONALD F. COSSA  
CYNTHIA M. GONZALEZ  
DONNA LYNN SCOTT

BARBARA L. AYERLE  
JAREL GUERRERO  
JONI BOOLE

VENTURA CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION AND NO/100 DOLLARS

\$ 2,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 12<sup>th</sup> day of

June --- 2019

Assistant Secretary