

BID FORM

BID FORM

**TO: SAN MATEO COUNTY HARBOR DISTRICT
EL GRANADA, CA**

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

CONTRACT NO. 2024-04

Oyster Point Marina West Basin Access Improvements

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

OPM West Basin Access Improvements					
Item	Bid Description	Qty	Units	Unit Cost	Sub Total
1	Mobilization, Demobilization, Bonds & Insurance	1	LS	\$500,000.00	\$500,000.00
2	Demolition	1	LS	\$193,000.00	\$193,000.00
3	Temporary Facilities	1	LS	\$490,000.00	\$490,000.00
4	Gangway Landing Floats	3	EA	\$31,000.00	\$93,000.00
5	Access Platforms	3	EA	\$157,000.00	\$471,000.00
6	Ramp Abutments	3	EA	\$65,000.00	\$195,000.00
7	Steel Pipe Piles	12	EA	\$25,000.00	\$300,000.00
8	Aluminum Gangways	910	SF	\$190.00	\$172,900.00
9	Aluminum Ramps	550	SF	\$150.00	\$82,500.00
10	Security Gates	3	EA	\$70,000.00	\$210,000.00
11	Guardrails	180	LF	\$165.00	\$29,700.00
12	Electrical System	1	LS	\$268,000.00	\$268,000.00
13	Potable Water System	1	LS	\$75,511.00	\$75,511.00
14	Fire Water System	1	LS	\$315,000.00	\$315,000.00
Bid Subtotal				\$	3,395,611.00

Name Under Which Business is Conducted: Bellingham Marine Industries, Inc.

Business Address: 8810 Sparling Lane

Dixon, CA 95620

Telephone Number: (707) 678-2385 Fax Number: (707) 678-1760

E-Mail Address: swsales@bellingham-marine.com

ACTION BY WRITTEN CONSENT

OF

BMI ACQUISITION CO.

A Washington Corporation

April 22, 2022

The undersigned, being all of the members of the Board of Directors (the "Board" or "Board of Directors") of BMI Acquisition Co., a Washington corporation (the "Company"), acting pursuant to Section 23B.07.040 of the Washington Business Corporation Act, Section 607.0704 of the Florida Business Corporation Act, and Section 33-749 of the Connecticut Business Corporation Act, do hereby adopt, ratify and approve the following resolutions by written consent effective as of the date set forth above and directs the Secretary of the Company to place a copy hereof in the Company's book of minutes:

Election of Directors and Officers of Bellingham Marine Industries, Inc.

WHEREAS, the Company is the sole shareholder of Bellingham Marine Industries Inc. ("BMI"); and

WHEREAS, the Company desires to update BMI's records to reflect the appointments of directors and officers of BMI, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of BMI as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth CEO

Kevin Thompson COO

Brian Schaeffgen CFO

Tina M. Jeffcoat Secretary and Vice President of Administration

Craig Funston Vice President of Engineering

Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of Florida Floats, Inc.

WHEREAS, the Company is the sole shareholder of Florida Floats Inc. ("FFI"); and

WHEREAS, the company desires to update FFI's records to reflect the appointments of directors and officers of FFI, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of FFI as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth
 Brian Schaeffgen
 Kevin Thompson
 Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of Concrete Flotation Systems Inc.

WHEREAS, the Company is the sole shareholder of Concrete Flotation Systems Inc. ("CFS"); and

WHEREAS, the company desires to update CFS's records to reflect the appointments of directors and officers of CFS, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of CFS as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

Election of Directors and Officers of BMI North America Inc.

WHEREAS, the Company is the sole shareholder of BMI North America Inc. ("BMINA"); and

WHEREAS, the company desires to update BMINA's records to reflect the appointments of directors and officers of BMINA, effective as of April 22, 2022;

NOW, THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, elected as directors of BMINA as of April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth

Brian Schaeffgen

Kevin Thompson

Tina M. Jeffcoat

RESOLVED FURTHER, that the following individuals be, and hereby are, elected as officers effective April 22, 2022 to serve in accordance with the Bylaws and until their successors are duly appointed and qualified:

Joseph J. Ueberroth	CEO
Kevin Thompson	COO
Brian Schaeffgen	CFO
Tina M. Jeffcoat	Secretary and Vice President of Administration
Craig Funston	Vice President of Engineering
Eric Noegel	Vice President, Southwest Division Manager
Jim Engen	Vice President, Northwest Division Manager
Ed Heaton	Vice President, Timber Division Manager
Jeffrey Pratt	Vice President, Southeast Division Manager

RESOLVED FURTHER, that the directors may be compensated for reasonable expenses, if any, incurred for attendance at each meeting of the Board of Directors, but shall not be paid a fixed sum for attendance at such meetings nor receive a stated salary for service as a director.

RATIFICATION

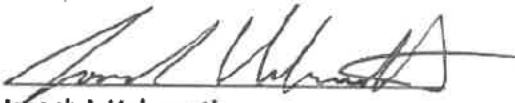
RESOLVED FURTHER, that any prior resolution or arrangement for payment of fees or fixed sums for attendance at meetings of the Board of Directors is hereby revoked;

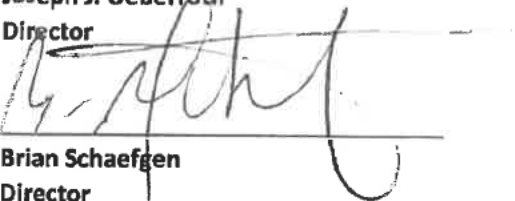
RESOLVED FURTHER, that all acts and things heretofore done by any director of BMI, FFI, CFS and BMINA, on or prior to the date hereof be, and the same hereby are, in all respects ratified, confirmed, approved, and adopted as acts on behalf of each of the companies.


IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of the date set forth above. This Action by Written Consent may be executed by facsimile transmission and such facsimile shall be valid and binding to the same extent as if it were an original.

BMI ACQUISITION CO.

A Washington Corporation

By: 
Joseph J. Ueberroth
Director

By: 
Brian Schaeffgen
Director

By: 
Tina M. Jeffcoat
Director

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

Entity Name: _____ Type text here
By: _____ Title: _____
Signature: _____

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract proposal with full authority to do so.

Entity Name: _____
By: _____ Title: _____
Signature: _____

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: Bellingham Marine Industries, Inc.
By: Eric Noegel Title: Vice President
Signature: _____
* By: Joe Ueberroth Title: CEO
Signature: _____

Incorporated under the laws of the State of Washington

* If the Bidder is a corporation, this Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____
By _____ Title _____
Signature: _____

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.


Entity Name: _____ Type text here
By: _____ Title: _____
Signature: _____

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract proposal with full authority to do so.

Entity Name: _____
By: _____ Title: _____
Signature: _____

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: Bellingham Marine Industries, Inc.
By: Eric Noegel Title: Vice President
Signature: _____

* By: Tina Jeffcoat Title: Secretary and Vice President of Administration
Signature: 

Incorporated under the laws of the State of Washington



* If the Bidder is a corporation, this Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____
By _____ Title _____
Signature: _____

DOCUMENTS TO ACCOMPANY BID:

- The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price
- List of Subcontractors
- Acknowledgment of Addenda, if any
- Qualification Questionnaire
- Proof of DIR Registration in accordance with Special Provision 5.14
- Non-Collusion Declaration

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Bellingham Marine Industries, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of **Ten Percent (10%) of the Total Amount of the Bid** (\$ --10%--) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2024-04, Oyster Point Marina West Basin Access Improvements**, for the payment of which sum in lawful money of the United States, well and truly to made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and Judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated 23 May 2024



Principal: **Bellingham Marine Industries, Inc.**

By: [Signature]
By: Vice President Admin.

Surety: **Western Surety Company**

By: [Signature]

By: Andrew Kerslake, Attorney-in-Fact
CA Lic. No. 6006876

Note: Signatures of those executing for surety must be properly notarized.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Derek Sabo, Alec Gumpfer, Katelyn Cooper, Greg Lagreid, Individually, of Bellevue, WA
William M Smith, Gregory C Ryerson, Individually, of Portland, OR**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of May, 2024.



WESTERN SURETY COMPANY

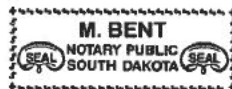
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

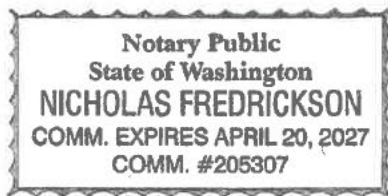
Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT BY SURETY

State of Washington)
County of King)

On this 23rd day of May, 2024, before me, Nicholas Fredrickson, notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Andrew Kerslake known to me to be the person whose name is subscribed on this instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC


Commission Expires: 04/20/2027

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER
- S A M P L E -		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
PRODUCER		COMPANIES AFFORDING COVERAGE:			
		COMPANY A			
		COMPANY B			
		COMPANY C			
INSURED NAMED INSURED AND ADDRESS		COMPANY D			
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. <small>THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
CD LFR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS RISK				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> NCL <input type="checkbox"/> EACL				<input type="checkbox"/> WC STAT <input type="checkbox"/> OPT <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
	<input type="checkbox"/> OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURED AFFORDS COVERAGE WILL ENDORSE TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BY FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OF THE ISSUER OF THIS CERTIFICATE.		
			BY CATEGORY _____ VALID AS OF:		

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1. Lassen Pile	1064353	P.O. Box 234 Proberta, CA 96078	Pile Driving
2. Clair Concrete, Inc.	988981	438 Arboles Drive Bishop, CA 93515	Concrete - Fix Pier Work
3.			
4.			
5.			
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8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

ACKNOWLEDGMENT OF ADDENDA

Oyster Point Marina West Basin Access Improvements

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. 1, dated 5/16/24

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: 5/20/24

Firm: Bellingham Marine Industries, Inc.

Signature: 

Print Name: Eric Noegel

Title: Vice President

DIR Registration

Contractor Information

Legal Entity Name
BELLINGHAM MARINE INDUSTRIES, INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000000272

Registration effective date
7/1/2023

Registration expiration date
6/30/2026

Mailing Address
8810 SPARLING LANE DIXON 95620 CA United ...

Physical Address
8810 SPARLING LANE DIXON 95620 CA United ...

Email Address

Trade Name/DBA
BELLINGHAM MARINE

License Number(s)
CSLB:442499
CSLB:442499

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/29/2017	6/30/2018
5/9/2016	6/30/2017
6/16/2015	6/30/2016
7/9/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2026

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:
Joseph J Ueberroth

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:
Tina M Jeffcoat

Agent of Service Mailing Address:
144 River Road Lynden 98264 WA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO InformationName		Phone	Email

Insured by Carrier

Policy Holder Name:Bellingham Marine Industries, Inc.**Insurance Carrier:**

Pennsylvania Manufacturers' Association Insurance**Policy Number:**2023011360395Y

Inception date:12/15/2023**Expiration Date:**12/15/2024



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **442499**

Entity **CORP**

Business Name **BELLINGHAM MARINE INDUSTRIES
INC**

Classification(s) **A C16 C10**



Expiration Date **07/31/2025**

www.csib.ca.gov

Contractor's License Detail for License # 442499

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition](#)

Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).

Arbitrations are not listed unless the contractor fails to comply with the terms.

Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

BELLINGHAM MARINE INDUSTRIES INC
8810 SPARLING LANE
DIXON, CA 95620
Business Phone Number:(707) 678-2385

Entity Corporation
Issue Date 07/06/1983
Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

C16 - FIRE PROTECTION

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

Bond Number: 929386394

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30156118** for DAVID WALTER DAY in the amount of **\$25,000** with [WESTERN SURETY COMPANY](#).

Effective Date: 01/01/2023

[BQI's Bond History](#)

This license filed Bond of Qualifying Individual number **30107091** for ERIC LOUIS NOEGEL in the amount of **\$25,000** with [WESTERN SURETY COMPANY](#).

Effective Date: 01/01/2023

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [PENNSYLVANIA MANUFACTURERS ASSOCIATION INSURANCE COMPANY](#)

Policy Number:1360395Y

Effective Date: 11/15/2021

Expire Date: 11/15/2023

[Workers' Compensation History](#)

1. How many years has your organization been in business as a contractor under your present name?
36

2. How many years' experience:

a) As a prime contractor: 36

b) As a subcontractor: 36

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? Yes

Registration No.: 1000000272 Registration expiration date: 6/30/26

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE
\$7,501,669.77	100%	Safe Harbor Ventura Isle, LLC, 14795 Preston Rd., Suite 975, Dallas, TX 75254; Jeri Dunham, (972)488-1314
\$2,579,647.92	100%	Urban Park Concessionaires, 2150 Main Street, Suite 5, Red Bluff, CA 96080; Kris Koeberer, (707)759-5297
\$7,427,727.00	89%	Safe Harbor Anacapa Isle, LLC, 14795 Preston Rd., Suite 975, Dallas, TX 75254; Jeri Dunham, (972)488-1314
\$1,083,744.00	100%	Almar Marina Management, 2459 West 208th Street, Suite 204, Torrance, CA 90501; Randy Short, (424) 271-3351
\$915,005.00	100%	Coronado Cays Yacht Club, a CA Mutual Benefit Non Profit Corporation; Van Peterson, (480)599-2848

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes (x) No

If so, where and why? N/A

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

CAL000339723

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY
Eric Noegel	Dixon Office	26	Marine & Heavy Civil	VP
John Wratten	Field	27	Marine & Heavy Civil	Super, PM, Construction Mgr.
Mark Secrest	Dixon Office	17	Marine & Heavy Civil	PM
Chad Lucas	Field	10	Marine & Heavy Civil	PM
Toby Peralta	Dixon Office	17	Marine & Heavy Civil	Super, PM, Plant Manager
Ricky Osorio	Field	17	Marine & Heavy Civil	Super & PM
Marcello Ortiz	Field	20	Marine & Heavy Civil	Super & PM
Brian Hylland	Dixon Office	19	Marine & Heavy Civil	Manager
Ramon Sanchez	Field	18	Marine & Heavy Civil	Super & PM
Jose Avila	Field	14	Marine & Heavy Civil	Foreman

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1	40' x 60' Flexifloat spud barge	O	Good	7	Northern California
1	110 ton Link Belt Crawler Crane	O	Good	7	Northern California
1	Ape 300 Vibro Hammer	O	Good	7	Northern California
1	John Deere 3105k 12"	O	Good	8	California

Contract work underway

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM WORK PERFORMED
Supply & Install (S&I)	Southern California	\$106,963,802.07	30%	11/18/2027	Owner
Install	Southern California	\$428,668.50	85%	6/30/2024	Owner
Preconstruction	Oregon	\$5,750.00	20%	7/31/2024	Owner
Supply	Southern California	\$3,082,033.73	1%	10/31/2024	Prime Contractor
Design-Build (DB)	Southern California	\$1,636,701.00	3%	10/25/2024	United Water Conservation District
S&I	Northern California	\$710,699.00	3%	9/15/2024	Prime Contractor
Supply	Northern California	\$12,911.67	48%	6/30/2024	Prime Contractor
S&I	Southern California	\$23,712.00	20%	6/15/2024	Owner
DB	Northern California	\$352,026.00	2%	8/31/2024	Prime Contractor
Supply	Northern California	\$168,234.00	3%	8/30/2024	Prime Contractor
DB	Northern California	\$1,872,079.00	1%	4/1/2025	Association
Supply	Northern California	\$534,080.00	1%	11/26/2024	Prime Contractor
Supply	Northern California	\$494,258.00	1%	11/15/2024	Prime Contractor
S&I	Washington	\$160,000.00	1%	12/31/2024	Association
S&I	Northern California	\$144,759.00	0%	7/28/2024	Owner
S&I	Northern California	\$35,454.00	1%	7/1/2024	Port of Redwood City
DB	Southern California	\$261,940.00	3%	8/1/2024	Owner
S&I	Northern California	\$190,524.00	0%	6/15/2024	Solano County Parks
Precon	Washington	\$101,250.00	1%	8/23/2024	Association
Repair & Maintenance (R&M)	Southern California	\$48,829.00	0%	10/31/2024	Owner
DB	Northern California	\$11,602,877.00	30%	12/31/2024	Owner
R&M	Mexico	\$361,879.18	68%	12/31/2024	Owner
Design	Southern California	\$282,545.19	90%	7/1/2024	Prime Contractor
S&I	Northern California	\$479,801.62	93%	9/30/2024	City of Berkeley
S&I	Southern California	\$54,147.00	79%	10/18/2024	Owner
DB	Southern California	\$715,646.00	16%	8/30/2024	Owner
Maintenance & Inspection (M&I)	Southern California	\$25,909.00	1%	12/31/2024	Owner
Repair	Northern California	\$403,494.00	88%	6/28/2024	Owner
Supply	Northern California	\$861,329.00	71%	7/8/2024	City of Petaluma
Precon	Southern California	\$539,807.00	26%	7/17/2025	Owner
M&I	Northern California	\$11,590.00	0%	7/21/2024	Association
Repairs	Southern California	\$59,452.00	22%	6/20/2024	Ventura Port District
DB	Southern California	\$204,450.00	3%	8/9/2024	Owner
M&I	Southern California	\$25,240.00	45%	6/30/2024	Owner
S&I	Southern California	\$2,529,801.00	34%	7/15/2024	Association
S&I	Northern California	\$29,982.00	62%	8/9/2024	Owner
DB	Southern California	\$2,644,799.00	1%	3/1/2025	Owner
M&I	Southern California	\$100,811.03	5%	7/15/2024	Owner
Repair	Northern California	\$79,952.00	33%	6/7/2024	Owner
Supply	Washington	\$135,066.25	51%	6/14/2024	Owner
S&I	Northern California	\$433,960.00	2%	10/31/2024	Owner
S&I	Northern California	\$70,490.00	2%	10/31/2024	Owner
S&I	Northern California	\$116,116.00	0%	10/31/2024	Owner
S&I	Northern California	\$249,434.00	0%	10/31/2024	Owner
Precon	Oregon	\$145,500.00	80%	6/1/2024	Association
Supply	Washington	\$67,750.00	39%	9/30/2024	Owner
S&I	Northern California	\$71,394.38	37%	7/31/2024	Owner
Precon	Northern California	\$101,926.00	25%	9/30/2024	Owner
DB	Southern California	\$1,138,118.00	9%	7/25/2024	Owner
S&I	Southern California	\$13,758,947.00	50%	8/31/2024	County of Los Angeles
Precon	Southern California	\$12,500.00	34%	7/31/2024	Owner
S&I	Southern California	\$6,914,890.00	89%	7/15/2024	Owner
DB	Southern California	\$2,628,817.00	59%	11/27/2024	Owner
DB	Southern California	\$2,970,102.00	70%	1/5/2025	Owner
DB	Southern California	\$2,952,576.00	54%	1/5/2025	Owner
DB	Southern California	\$2,811,323.00	54%	1/5/2025	Owner
DB	Southern California	\$99,947.00	30%	2/12/2025	City of Oceanside
DB	Southern California	\$134,241.00	15%	11/15/2024	Owner
S&I	Southern California	\$75,000.00	0%	12/31/2024	Association
S&I	Northern California	\$53,395.00	41%	2/1/2025	Owner
S&I	Southern California	\$169,268.00	43%	8/9/2024	Owner
S&I	Southern California	\$571,385.00	42%	9/30/2024	Association
S&I	Southern California	\$64,400.00	60%	8/15/2024	Owner
Precon	Northern California	\$427,282.00	70%	7/8/2024	Owner
S&I	Northern California	\$6,632,338.51	84%	12/31/2024	Owner

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS
Jeri Dunham	1363 Spinnaker Dr. Ventura, CA 93001	Safe Harbor Marinas, LLC
Josh Burnam	33 New Montgomery St Suite 1210 San Francisco, CA 94105	Anchor QEA, LLC
Randy Short	2459 West 208th Street, Suite 204 Torrance, CA 90501	Almar Marina Management
Geraldine Trivedi	415 Diamond Street Redondo Beach, CA 90277	City of Redondo Beach, Engineering Division
KC Pedersen	310 Harbor Drive Sausalito, CA 94965	Clipper Yacht Harbor
Elvira Hallinan (retired)	205 Marina Drive Long Beach, CA 90803 ████████████████████	City of Long Beach, Dept. of Parks, Recreation and Marina Bureau
Jerry Holcolm	4225 E. Conant Street Long Beach, CA	Engineering Firm Moffat & Nichol
Thomas Fischetti	2201 Dupont Drive Irvine, CA 92612	Coastal Engineering Firm
Taylor Strack	320 Goddard Way, Suite 100 Irvine, CA 92618	Engeo Incorporated

REFERENCES

PLEASE SEE ATTACHED

1. Please list 3 bank references familiar with the Bidder's accounts:

a) Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Bidder's Account: _____

b) Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Bidder's Account: _____

c) Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Bidder's Account: _____

Bellingham



*The World's Most Comprehensive
Marina Builder*

**CONFIDENTIAL INFORMATION
(To Be Used In Establishing Credit)**

Division Name and Billing Address: Bellingham Marine Industries, Inc. SW
8810 Sparling Ln
Dixon, CA 95620
(707) 678-2385
(707) 678-1760 Fax
(800) 735-5679 Toll Free
Please email AP invoices to:
accountspayable@bellingham-marine.com

Corporate Headquarters: Bellingham Marine Industries, Inc.
24500 Dana Point Harbor Drive Dana
Point, CA 92629-3007
949-662-0068
Fax: 949-723-7786

Principle Officer: [REDACTED]

Bank: [REDACTED]

Account #: [REDACTED]

Bank Officer: [REDACTED]

Accountants: [REDACTED]

Federal ID No.: [REDACTED]
WA Resale Tax No.: [REDACTED]
CA Sellers Permit Acct. No.: [REDACTED]

FINANCIAL STATEMENTS ARE NOT RELEASED AS THIS IS A PRIVATELY HELD CORPORATION

Trade References:

Insulfoam P O Box 100995 Pasadena, CA 91189 Phone: (800) 260-3101 Fax: (717) 245-7125 creditdept@carlisleccm.com	Sea Dog Corporation P O Box 479 Everett, WA 98206-0479 Phone: (425) 259-0194 Fax: (425) 339-1345 www.sea-dog.com	Portland Bolt & Nut Mfg PO Box 2866 Portland, OR 97208 Phone: (800) 547-6758 Fax: (503) 227-4634 www.portlandbolt.com
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**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the Vice President of Bellingham Marine Industries, Inc., 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 5/20/24 [date], at DIXON [city], CA [state].



Signature of Bidder

Vice President

Title

Date

5/20/24

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, by and between SAN MATEO COUNTY HARBOR DISTRICT (referred to as "District") and _____ (referred to as "Contractor").

The Contractor and the District, for the consideration hereinafter named, agree as follows:

Scope of Work. The Contractor shall furnish the District all the labor, materials and equipment required to complete the work more particularly described in the specifications approved by the District entitled:

CONTRACT NO. _____
[INSERT CONTRACT TITLE]

and which are appended hereto and made part of the Contract.

The Contractor shall perform the following work listed on the Bid Form.

The District has the right to inspect the ongoing installation process on a daily basis, if necessary, and there will be a final inspection by a District representative.

Time of Performance. The Contractor shall begin work upon issuance of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements to completion by **[INSERT TIME OF PERFORMANCE]**, as provided in the Specifications.

Contract Price. The Contractor shall faithfully perform each and every item required of it in this Contract for the sum of _____ Dollars (\$ _____), which includes all applicable charges, including taxes, freight and delivery charges, insurance and all other costs necessary for the furnishing of all material and the performance of all the services called for under the Contract. Payments to Contractor shall be made at the time and in the manner provided in the Contract.

Term of Contract. The term of this Contract shall commence upon District's issuance of a Notice to Proceed. Following District's final acceptance of the replacement of a **[INSERT WORK TO BE PERFORMED]**, all work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance. **[UPDATE WARRANTY REQUIREMENT AS DESIRED]**

Component Parts. This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary and all of which are incorporated herein and made a part hereof by reference thereto:

- A. Contract
- B. Bid Documents: Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions and Technical Specifications
- C. Bid Form (As Accepted by the District)
- E. Addenda No. _____ to _____

- F. Performance Bond
- G. Payment Bond
- H. Insurance Certificates

Service Notice. Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its proposal, and in the case of the District, at PO Box 1449, El Granada, CA, 94018, or at any other address which either party may subsequently designate in writing to the other party.

Publicity. The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No. _____ Facsimile No. _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign here:

The undersigned certify that they are partners in the business named above and that they sign this contract bid proposal with full authority to do so (One or more partners sign).

If CORPORATION OR LLC, execute here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Entity name: _____

By: _____ Title: _____

* By: _____ Title: _____

Incorporated under the laws of the State of: _____

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

If JOINT VENTURE, Sign Here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Joint Venture Name Composed of: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of: _____

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

General Manager

San Mateo County Harbor District

504 Avenue Alhambra, 2nd Floor, PO Box 1449
El Granada, CA 94018

For Immediate Release

DATE: April 11, 2024

**Contact: Oyster Point Marina West Basin Improvements
San Mateo County Harbor District
(650) 583-4962**

El Granada, CA

PUBLIC NOTICE

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the San Mateo County Harbor District will receive sealed bids for the **Oyster Point Marina West Basin Access Improvements**, for the replacement of the Dock 1-6 access piers. Prospective Bidders are directed to the San Mateo County Harbor District's website for construction documents and further information.

Sealed Bid Proposals shall be submitted to the San Mateo County Harbor District, Administration Office, **no later than 2:00 p.m. local time on May 30, 2024**, at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.

PROJECT BID SPECIFICATIONS ARE IMMEDIATELY AVAILABLE at the San Mateo County Harbor District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 or on the District's website at www.smharbor.com. Phone 650-583-4962.

A MANDATORY pre-bid conference will be held on **April 25, 2024 at 10:30 a.m.** at the **Oyster Point Marina Harbor Master Office**.

Bid and Material & Labor Bonds are required as part of this agreement.

The District reserves the right to reject any and all bids and to waive any irregularities therein. The award of this contract shall be made to the lowest responsible and responsive bidder. No proposals will be accepted by facsimile or electronic mail.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN MATEO COUNTY HARBOR DISTRICT, (hereinafter referred to as "District") has entered into a Contract with (Contractor Name) (hereinafter referred to as "Principal") for the **CONTRACT NO. 2024-04, Oyster Point Marina West Basin Access Improvements** ("Contract"); and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto the District, in the penal sum of _____ Dollars (\$ _____)

lawful money of the United States, being a sum equal to one hundred percent (100%) of the total amount payable under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be removed; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the District for all costs the District incurs in completing the Contract, including consequential damages and costs associated with resoliciting the Contract, if applicable, negotiation, and completion of the project, and in correcting, repairing, or replacing any defects in

materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF _____) ss.

On _____, 2024 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the San Mateo County Harbor District (District), hereinafter called the OBLIGEE, or order in the sum of _____ (\$ _____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for **CONTRACT NO. 2024-04, Oyster Point Marina West Access Improvements** and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein.

SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____

On _____, 2024 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.