

PORT OF BELLINGHAM
BID OPENING

Read by: _____
Recorded by: _____

Harris Ave Shipyard Upland Cleanup Action				
July 23, 2025				
CONTRACTOR:	Proposal Form Signed: Yes / No	Bid Bond: Yes / No	Addendum No. 1-3 Acknowledged: Yes / No	Total Base Bid Amount (inc. WSST)
Anderson Environmental Contracting	yes	yes	yes	5,528,708.18
Faber Construction	yes	yes	yes	6,964,808.97
Glacier Environmental	yes	yes	yes	5,250,551.15
GrayMar Environmental	yes	yes	yes	5,949,113.27
Innovative Construction Solutions	yes	yes	yes	5,728,983.32
Ram Construction	yes	yes	yes	5,389,964.98
Scarsella Bros. Inc	yes	yes	yes	5,343,951.23
Strider Construction	yes	yes	yes	4,377,473.79
0				-
0				-
0				-

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. **BIDS** - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$274,038.23	\$274,038.23
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$97.74	\$2,932.20
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$119.57	\$2,391.40
02C	ELECTRICAL MODIFICATIONS	LS	1	\$370,079.76	\$370,079.76
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$91,834.00	\$91,834.00
04	CONTAMINATED SOIL	TON	17,100	\$134.89	\$2,306,619.00
05	CONCRETE INERT DEBRIS	TON	740	\$80.63	\$59,666.20
06	ASPHALT INERT DEBRIS	TON	280	\$38.60	\$10,808.00
07	METAL INERT DEBRIS	TON	30	\$202.20	\$6,066.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$62,240.48	\$62,240.48
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$1,688.84	\$75,997.80
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$37.22	\$342,424.00
12	GRAVEL BORROW	TON	10,000	\$29.79	\$297,900.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$1.81	\$26,245.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$134.73	\$9,700.56
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$109.22	\$70,119.24
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$133.63	\$45,567.83
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$15,869.50	\$158,695.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$25,034.87	\$50,069.74
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$1,463.03	\$2,926.06
14G	PRETREATMENT VAULT	EA	1	\$325,728.18	\$325,728.18
14H	MODULAR WETLAND	EA	1	\$226,713.82	\$226,713.82
14I	INLINE CHECK VALVE	EA	1	\$13,283.85	\$13,283.85
14J	SLUICE GATE VALVE	EA	3	\$36,033.33	\$108,099.99
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$34.50	\$17,802.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$21,157.15	\$21,157.15
15	CONCRETE DRIVE PADS	SF	500	\$41.19	\$20,595.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$12.91	\$47,508.80

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:	\$ 5,072,209.29
9.0% WSST:	\$ 456,498.84
TOTAL BID AMOUNT:	\$ 5,528,708.13

- BID GUARANTY - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.
CONTRACTOR REGISTRATION NO.
(insert number here) ANDEREC005PD
DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.
(insert number here) 988,653-01
EMPLOYMENT SECURITY DEPARTMENT NO.
(insert number here) 123773 00 7
WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.
(insert number here) 602 041 159

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

Anderson Environmental Contracting, LLC

SIGNED -



Brian Gabbard | General Manager

Print name and title

ADDRESS -

705 Colorado Street

Kelso, WA 98626-5506

EMAIL -

briang@aecllc.net; cc: kylej@aecllc.net

TELEPHONE -

360.577.9194

DATE:

7/23/2020

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work.**

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work.** The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor _____ _____ _____
Plumbing	Name and Address of Subcontractor _____ _____ _____
Electrical	Name and Address of Subcontractor Valley Electric Co Of Mount Ve+ 1100 Merrill Creek Parkway Everett, Wa 98203
Structural Steel Installation	Name and Address of Subcontractor _____ _____ _____
Rebar Installation	Name and Address of Subcontractor _____ _____ _____

Anderson Environmental Contracting, LLC

Bidder

By

General Manager

Title

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

BID BOND

(surety bond)

Bond No. T-396

KNOW ALL BY THESE PRESENTS:

That we Anderson Environmental Contracting, LLC, as
Principal, and Travelers Casualty and Surety Company of America, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Harris Ave Shipyard Upland Cleanup Action according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 14th, DAY OF July, 2025.

Anderson Environmental Contracting, LLC

BY: 

Principal

BY: 

Surety

Attorney in Fact, Chris A. Fix



ORIGINAL SEAL HERE)

The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the
signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully
executed, original hard copy document. The Bid Bond shall have original signatures for the principal and
surety and include the original surety seal. The Power of Attorney shall be an original document and
include the original corporate seal of surety represented. Submission of copies will render bid non-
responsive.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRIS A FIX** of **BOTHELL**, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

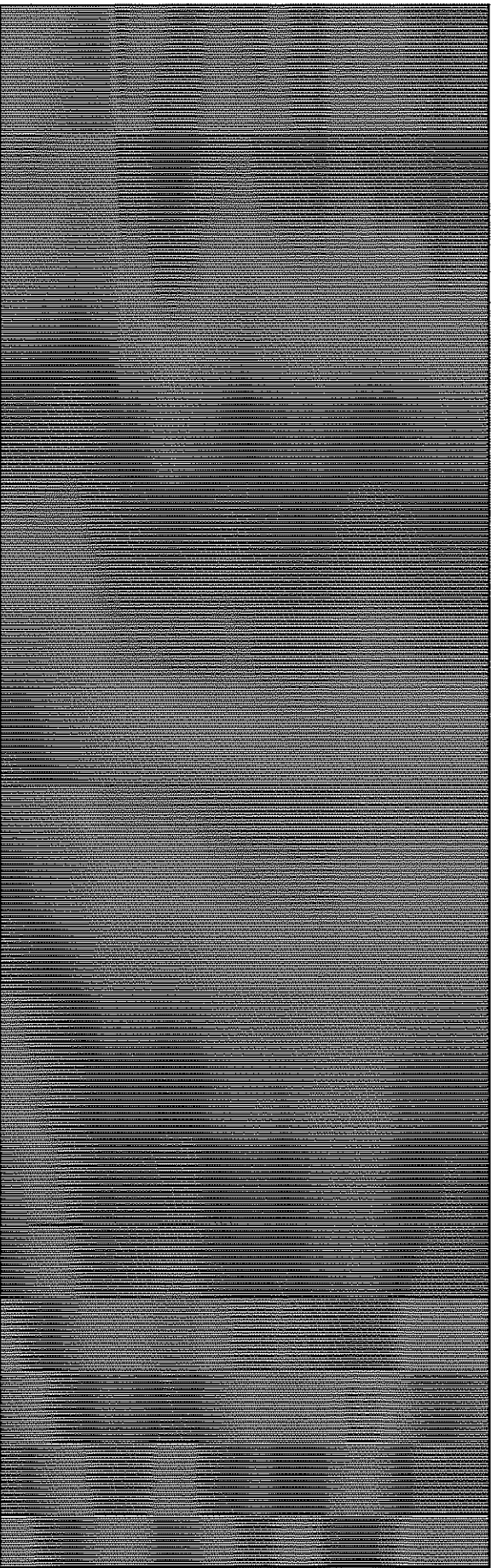
14th day of *July*, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



PORT OF BELLINGHAM

BID SOLICITATION

PROJECT:

***Harris Ave Shipyard Upland Cleanup
Action***

Bellingham Washington

Whatcom County, Washington

**Bids: July 17, 2025
at 11:00 a.m.**

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- ☒ 1. **PROPOSAL FORM** – The unit prices must be shown in the space provided. Show all unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- ☒ 2. **BID GUARANTEE** – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- ☒ 3. **LIST OF SUBCONTRACTORS** – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- ___ 1. **CONTRACT** – To be executed by the successful bidder.
- ___ 2. **PAYMENT AND PERFORMANCE BOND** – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- ___ 3. **CERTIFICATE OF INSURANCE** – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- ___ 4. **WAGE LAWS COMPLIANCE CERTIFICATION** – To be submitted by Contractor with executed Contract.
- ___ 5. **SCHEDULE OF VALUES** – To be submitted by Contractor with executed Contract.
- ___ 6. **MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE** – To be submitted by Contractor with executed Contract.
- ___ 7. **LIST OF SUBCONTRACTORS** – To be submitted by Contractor with executed Contract.
- ___ 8. **PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK** - To be submitted by Contractor and Subcontractors with executed Contract.
- ___ 9. **APPRENTICESHIP UTILIZATION PLAN** – To be submitted by Contractor with executed Contract.
- ___ 10. **CONTRACTOR'S W-9** – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- ___ 1. **STATEMENT OF INTENT TO PAY PREVAILING WAGES** – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. **BIDS** - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

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02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$1,424.00	\$ 42,720.00
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$1,610.00	\$ 32,200.00
02C	ELECTRICAL MODIFICATIONS	LS	1	\$466,342.00	\$ 466,342.00
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$170,183.00	\$170,183.00
04	CONTAMINATED SOIL	TON	17,100	\$209.00	\$ 3,573,900.00
05	CONCRETE INERT DEBRIS	TON	740	\$63.00	\$46,620.00
06	ASPHALT INERT DEBRIS	TON	280	\$43.00	\$12,040.00
07	METAL INERT DEBRIS	TON	30	\$424.00	\$12,720.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$63,547.00	\$63,547.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$4,763.00	\$ 214,335.00
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$34.00	\$ 312,800.00
12	GRAVEL BORROW	TON	10,000	\$31.00	\$ 310,000.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$3.00	\$ 43,500.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$71.00	\$ 5,112.00
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14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 4,798.00	\$ 9,596.00
14G	PRETREATMENT VAULT	EA	1	\$ 84,126.00	\$ 84,126.00
14H	MODULAR WETLAND	EA	1	\$ 177,531.00	\$ 177,531.00
14I	INLINE CHECK VALVE	EA	1	\$ 10,325.00	\$ 10,325.00
14J	SLUICE GATE VALVE	EA	3	\$ 25,079.00	\$ 75,237.00
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 32.00	\$ 16,512.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 17,280.00	\$ 17,280.00
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16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 9.00	\$ 33,120.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:

\$ 6,389,733.00 BF

9.0% WSST:

\$ ~~543,745.80~~ 575,075.17

TOTAL BID AMOUNT:

\$ 6,964,808.17

- BID GUARANTY** - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL** - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT** - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY** - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION** - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.

CONTRACTOR REGISTRATION NO.

(insert number here) FABERCC887B8

DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.

(insert number here) 655,607-00

EMPLOYMENT SECURITY DEPARTMENT NO.

(insert number here) 713298-00-1

WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.

(insert number here) 601 268 821

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

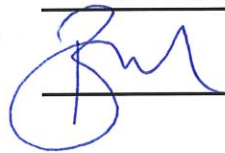
7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

Faber Construction Corporation

SIGNED -



Ben Faber President

Print name and title

ADDRESS -

6951 Hannegan Rd.,

Lynden WA, 98264

EMAIL -

ben@faberconstruction.com

TELEPHONE -

360.354.3500

DATE: 7/23/2025

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

KNOW ALL BY THESE PRESENTS:

That we Faber Construction Corporation, as
Principal, and The Ohio Casualty Insurance Company, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Harris Ave Shipyard Upland Cleanup Action according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 17th, DAY OF July, 2025.

Faber Construction Corporation

BY: [Signature]

Principal

The Ohio Casualty Insurance Company

BY: [Signature]

Surety

Jim S. Kuich, Attorney-in-fact

(ORIGINAL SEAL HERE)



The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully executed, original hard copy document. The Bid Bond shall have original signatures for the principal and surety and include the original surety seal. The Power of Attorney shall be an original document and include the original corporate seal of surety represented. Submission of copies will render bid non-responsive.



POWER OF ATTORNEY

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

Certificate No: **8213295 - 969315**

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, Adam Howard, Carol Lowell, Chad M. Epple, Dana Brown, Danielle Bergere, Emma C Doleshel, Grant E. Ingalls, Heather L. Allen, Jim S. Kuich, Jim W. Doyle, Kirsten K. Jordan, Michael A. Murphy, Natalie C. Chau, Ted Baran, Theresa A. Lamb

all of the city of Bothell state of WA 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 6th day of March, 2025.



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

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 Nathan J. Zangerle, 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 17th day of July, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

BID DEPOSIT

(certified or cashier's checks)

Attached is a deposit in the form of a certified check or cashier's check in an amount at least equal to five percent (5%) of the total bid.

The condition of this obligation is that if the Port of Bellingham (the "Port") shall make an award to the Principal for

NA

(title of Project)

according to bid or proposal made by the Principal, and the Principal enters into a contract with the Port in accordance therewith and provides the Port with a bond for the faithful performance thereof, with Surety or Sureties approved by the Port, the attached Bid Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the Port, Principal shall forfeit to the Port the penal amount of the Bid Deposit.

SIGNED, SEALED and DATED this NA day of NA, 2025.

NA

Principal (Signature)

NA

Company Name

NA

Address

NA

City/State

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work.**

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work.** The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor <u>NA, no work</u> _____ _____
Plumbing	Name and Address of Subcontractor <u>NA, no work</u> _____ _____
Electrical	Name and Address of Subcontractor <u>Northwest Electric of Whatcom</u> <u>2051 Main St suite A</u> <u>Lynden, WA, 98264</u>
Structural Steel Installation	Name and Address of Subcontractor <u>Faber Construction Corporation</u> <u>6951 Hannegan Rd.,</u> <u>Lynden, WA, 98264</u>
Rebar Installation	Name and Address of Subcontractor <u>Faber Construction Corporation</u> <u>6951 Hannegan Rd.,</u> <u>Lynden, WA, 98264</u>

Faber Construction Corporation

Bidder

By

President

Title

7/23/2025

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- ✓ 1. PROPOSAL FORM – The unit prices must be shown in the space provided. Show all unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- ✓ 2. BID GUARANTEE – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- ✓ 3. LIST OF SUBCONTRACTORS – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- ___ 1. CONTRACT – To be executed by the successful bidder.
- ___ 2. PAYMENT AND PERFORMANCE BOND – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- ___ 3. CERTIFICATE OF INSURANCE – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- ___ 4. WAGE LAWS COMPLIANCE CERTIFICATION – To be submitted by Contractor with executed Contract.
- ___ 5. SCHEDULE OF VALUES – To be submitted by Contractor with executed Contract.
- ___ 6. MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE – To be submitted by Contractor with executed Contract.
- ___ 7. LIST OF SUBCONTRACTORS – To be submitted by Contractor with executed Contract.
- ___ 8. PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK – To be submitted by Contractor and Subcontractors with executed Contract.
- ___ 9. APPRENTICESHIP UTILIZATION PLAN – To be submitted by Contractor with executed Contract.
- ___ 10. CONTRACTOR'S W-9 – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- ___ 1. STATEMENT OF INTENT TO PAY PREVAILING WAGES – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. **BIDS** - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$158,000.00	\$ 158,000.00
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$ 183.00	\$ 5,490.00
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$ 285.00	\$ 5,700.00
02C	ELECTRICAL MODIFICATIONS	LS	1	\$271,720.00	\$ 271,720.00
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$ 88,500.00	\$ 88,500.00
04	CONTAMINATED SOIL	TON	17,100	\$ 135.50	\$ 2,317,050.00
05	CONCRETE INERT DEBRIS	TON	740	\$ 82.00	\$ 60,680.00
06	ASPHALT INERT DEBRIS	TON	280	\$ 30.20	\$ 8,456.00
07	METAL INERT DEBRIS	TON	30	\$ 927.80	\$ 27,834.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$120,000.00	\$ 120,000.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 1,335.00	\$ 60,075.00
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$ 37.20	\$ 342,240.00
12	GRAVEL BORROW	TON	10,000	\$ 27.00	\$ 270,000.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$ 2.19	\$ 31,755.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$ 52.85	\$ 3,805.20
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$ 76.50	\$ 49,113.00
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 110.00	\$ 37,510.00
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 10,860.00	\$ 108,600.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 18,000.00	\$ 36,000.00
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 2,910.00	\$ 5,820.00
14G	PRETREATMENT VAULT	EA	1	\$345,000.00	\$ 345,000.00
14H	MODULAR WETLAND	EA	1	\$197,000.00	\$ 197,000.00
14I	INLINE CHECK VALVE	EA	1	\$ 8,020.00	\$ 8,020.00
14J	SLUICE GATE VALVE	EA	3	\$ 31,578.00	\$ 94,734.00
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 36.70	\$ 18,937.20
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 28,800.00	\$ 28,800.00
15	CONCRETE DRIVE PADS	SF	500	\$ 35.16	\$ 17,580.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 20.00	\$ 73,600.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:	\$ 4,817,019.40
9.0% WSST:	\$ 433,531.75
TOTAL BID AMOUNT:	\$ 5,250,551.15

- BID GUARANTY** - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL** - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT** - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY** - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION** - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.
CONTRACTOR REGISTRATION NO.
(insert number here) GLACIES108C7
DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.
(insert number here) 435,642-00
EMPLOYMENT SECURITY DEPARTMENT NO.
(insert number here) 000-688254-00-0
WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.
(insert number here) 601 225 417

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR - Glacier Environmental Services, Inc.

SIGNED -


Lauren Golembiewski, President

Print name and title

ADDRESS -

7509 212th St SW

Edmonds, WA 98026

EMAIL -

LMiles@glacierenviro.com

TELEPHONE -

425-355-2826 **DATE:** 7/23/25

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

Bond No. T-068

KNOW ALL BY THESE PRESENTS:

That we Glacier Environmental Services, Inc., as
Principal, and Travelers Casualty and Surety Company of America, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Harris Ave Shipyard Upland Cleanup Action according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 9th, DAY OF July, 2025.

Glacier Environmental Services, Inc.

BY: 

Principal

(ORIGINAL SEAL HERE)

Travelers Casualty and Surety Company of America

BY: 

Surety

Attorney in Fact, Chris A. Fix



The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully executed, original hard copy document. The Bid Bond shall have original signatures for the principal and surety and include the original surety seal. The Power of Attorney shall be an original document and include the original corporate seal of surety represented. Submission of copies will render bid non-responsive.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRIS A FIX** of **BOTHELL**, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of July, 2025.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work**.

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work**. The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor <u>N/A</u>
Plumbing	Name and Address of Subcontractor <u>N/A</u>
Electrical	Name and Address of Subcontractor <u>Mills Electric</u> <u>4430 Pacific Highway</u> <u>Bellingham, WA 98226</u>
Structural Steel Installation	Name and Address of Subcontractor <u>H&H Steel Erectors</u> <u>2824 103rd Ave SE</u> <u>Lake Stevens, WA 98258</u>
Rebar Installation	Name and Address of Subcontractor <u>Corstone Concrete</u> <u>1417 Alabama Street</u> <u>Bellingham, WA 98226</u>

Glacier Environmental Services, Inc.

Bidder

By

President

Title

7/23/25

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

EXHIBIT C

WAGE LAWS COMPLIANCE CERTIFICATION
(RCW 39.04.350)

I, Lauren Golembiewski, President

[PRINT NAME AND TITLE OF PERSON SIGNING THIS FORM]

do certify and declare that the bidder is in compliance with RCW 39.04.350(1)(g) and that within the three (3) year period immediately preceding the date of this bid, the bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, chapter 49.48, or chapter 49.52 RCW.

Executed under penalty of perjury under the laws of the State of Washington at

Edmonds, Washington

[PRINT CITY AND STATE WHERE SIGNED]

on

July 23, 2025

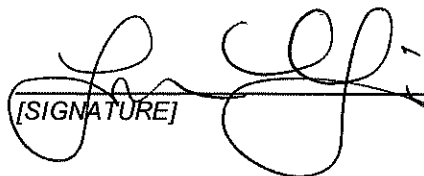
[PRINT DATE SIGNED]

Harris Ave Shipyard Cleanup Action

[PRINT NAME OF PROJECT]

Glacier Environmental Services, Inc.

[PRINT FULL NAME OF COMPANY SUBMITTING BID]


[SIGNATURE]

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. BIDS - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$ 55,576.32	\$ 55,576.32
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$ 290.31	\$ 8,709.26
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$ 715.64	\$ 14,312.89
02C	ELECTRICAL MODIFICATIONS	LS	1	\$ 370,500.47	\$ 370,500.47
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$ 66,851.56	\$ 66,851.56
04	CONTAMINATED SOIL	TON	17,100	\$ 122.12	\$ 2,088,335.99
05	CONCRETE INERT DEBRIS	TON	640	\$ 64.42	\$ 41,226.24
06	ASPHALT INERT DEBRIS	TON	280	\$ 64.56	\$ 18,076.81
07	METAL INERT DEBRIS	TON	30	\$ 244.25	\$ 7,327.61
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$ 227,486.97	\$ 227,486.97
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 1,523.84	\$ 68,572.92
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$ 53.18	\$ 489,234.00
12	GRAVEL BORROW	TON	10,000	\$ 53.37	\$ 533,708.80
13	SEPARATION GEOTEXTILE	SY	14,500	\$ 1.94	\$ 28,110.17
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$ 149.09	\$ 10,734.74
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$ 199.19	\$ 127,882.90
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 286.29	\$ 97,625.91
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 22,702.13	\$ 227,021.32
14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 38,705.56	\$ 77,411.12
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 1,953.84	\$ 3,907.69
14G	PRETREATMENT VAULT	EA	1	\$ 322,893.76	\$ 322,893.76
14H	MODULAR WETLAND	EA	1	\$ 183,325.15	\$ 183,325.15
14I	INLINE CHECK VALVE	EA	1	\$ 8,179.56	\$ 8,179.56

14J	SLUICE GATE VALVE	EA	3	\$ 37,358.54	\$ 112,075.62
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 52.90	\$ 27,296.40
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 68,502.02	\$ 68,502.02
15	CONCRETE DRIVE PADS	SF	500	\$ 45.82	\$ 22,908.79
16	ECOLOGY BLOCK WALL	VSF	2,000	\$ 32.26	\$ 118,723.51

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:	<u>\$ 5,451,518.51</u>
9.0% WSST:	<u>\$ 490,636.67</u>
TOTAL BID AMOUNT:	<u>\$ 5,942,155.18</u>

- BID GUARANTY - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY – By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.
CONTRACTOR REGISTRATION NO.
(insert number here) GRAYMES755K7
DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.
(insert number here) 601,596-00
EMPLOYMENT SECURITY DEPARTMENT NO.
(insert number here) 000-771390-00-6
WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.
(insert number here) 604 160 176
- CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
- NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- ✓ 1. **PROPOSAL FORM** – The unit prices **must** be shown in the space provided. Show **all** unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- ✓ 2. **BID GUARANTEE** – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- ✓ 3. **LIST OF SUBCONTRACTORS** – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- ____ 1. **CONTRACT** – To be executed by the successful bidder.
- ____ 2. **PAYMENT AND PERFORMANCE BOND** – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- ____ 3. **CERTIFICATE OF INSURANCE** – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- ____ 4. **WAGE LAWS COMPLIANCE CERTIFICATION** – To be submitted by Contractor with executed Contract.
- ____ 5. **SCHEDULE OF VALUES** – To be submitted by Contractor with executed Contract.
- ____ 6. **MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE** – To be submitted by Contractor with executed Contract.
- ____ 7. **LIST OF SUBCONTRACTORS** – To be submitted by Contractor with executed Contract.
- ____ 8. **PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK** - To be submitted by Contractor **and** Subcontractors with executed Contract.
- ____ 9. **APPRENTICESHIP UTILIZATION PLAN** – To be submitted by Contractor with executed Contract.
- ____ 10. **CONTRACTOR'S W-9** – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- ____ 1. **STATEMENT OF INTENT TO PAY PREVAILING WAGES** – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

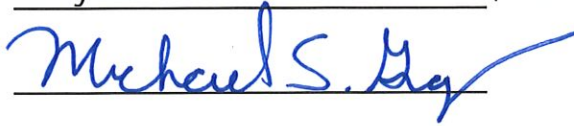
BID PROPOSAL FORM (con't.)

10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR - GrayMar Environmental Services, LLC

SIGNED -



Michael Gray, CEO / President

Print name and title

ADDRESS -

601 S Pioneer Way, Suite F218

Moses Lake, WA 98837

EMAIL -

MGray@graymarenv.com

TELEPHONE -

(509) 770-4456 DATE: July 23, 2025

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

KNOW ALL BY THESE PRESENTS:

That we GrayMar Environmental Services, LLC, as
Principal, and Ascot Surety & Casualty Company, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Bid Number: PW 25-5 - Harris Ave Shipyard Upland Cleanup Action according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 16th, DAY OF July, 2025.

GrayMar Environmental Services, LLC

BY: Michael S. Gray

Michael S. Gray, President

Principal

Ascot Surety & Casualty Company

BY: Jaren A. Marx

Jaren A. Marx, Attorney-In-Fact

Surety

(ORIGINAL SEAL HERE)

The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the
signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully
executed, original hard copy document. The Bid Bond shall have original signatures for the principal and
surety and include the original surety seal. The Power of Attorney shall be an original document and
include the original corporate seal of surety represented. Submission of copies will render bid non-
responsive.

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 Los Angeles)On JUL 16 2025 before me, D. Garcia

Date

Here Insert Name and Title of the Officer

Personally appeared Jaren A. Marx

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ☒ whose name ☒ is ☒ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity ☒, and that by ~~his~~/her/~~their~~ signature ☒ on the instrument the person ☒, or the entity upon behalf of which the person ☒ acted, executed the instrument.

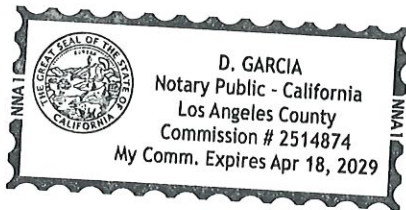
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



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 _____



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Marina Tapia, Edward C. Spector, Ethan Spector, B. Aleman, Sandra Corona, Aidan Smock, D. Garcia, Sarah Campbell, Jennifer Ochs, Erin Brown, Jaren A Marx, Rachel A Mullen, Michelle Haase, Simone Gerhard, Alysha Mendoza and KD Wapato

of Los Angeles, CA (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY



Matthew Conrad Kramer (Chief Executive Officer)



Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
 STATE OF CONNECTICUT
 My Commission Expires June 30, 2029



Notary Public Ksenia E Guseva
 My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 16th day of July, 20 25.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY



John Gill, Secretary

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, or name itself for such work.

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, or name itself for such work. The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor _____ _____ _____
Plumbing	Name and Address of Subcontractor _____ _____ _____
Electrical	Name and Address of Subcontractor <u>Valley Electric Co.</u> <u>1100 Merrill Creek Parkway</u> <u>Everett, WA 98203</u>
Structural Steel Installation	Name and Address of Subcontractor _____ _____ _____
Rebar Installation	Name and Address of Subcontractor <u>TYCO Industrial</u> <u>1626 HWY 28 W</u> <u>Ephrata, WA 98823</u>

GrayMar Environmental Services, LLC

Bidder

Craig Dennis

By

REM Project Manager

Title

July 23, 2025

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

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- ✓ 1. **PROPOSAL FORM** – The unit prices **must** be shown in the space provided. Show **all** unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- ✓ 2. **BID GUARANTEE** – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
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- ___ 8. **PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK** – To be submitted by Contractor **and** Subcontractors with executed Contract.
- ___ 9. **APPRENTICESHIP UTILIZATION PLAN** – To be submitted by Contractor with executed Contract.
- ___ 10. **CONTRACTOR'S W-9** – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

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PORT OF BELLINGHAM

HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION

PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. **BIDS** - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

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07	METAL INERT DEBRIS	TON	30	\$ 168.50	\$ 5,055.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$ 127,600.00	\$ 127,600.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 1,275.00	\$57,375.00
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$35.00	\$ 322,000.00
12	GRAVEL BORROW	TON	10,000	\$ 24.50	\$ 245,000.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$2.00	\$ 29,000.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$79.50	\$ 5,724.00
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$86.00	\$ 55,212.00
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 108.00	\$ 36,828.00
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 12,340.00	\$ 123,400.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 20,660.00	\$ 41,320.00
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 3,500.00	\$ 7,000.00
14G	PRETREATMENT VAULT	EA	1	\$ 325,675.00	\$ 325,675.00
14H	MODULAR WETLAND	EA	1	\$ 189,615.00	\$ 189,615.00
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14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$41.50	\$ 21,414.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 29,185.00	\$ 29,185.00
15	CONCRETE DRIVE PADS	SF	500	\$ 24.25	\$ 12,125.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 20.00	\$ 73,600.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:	\$ 5,225,948.00
9.0% WSST:	\$ 470,335.32
TOTAL BID AMOUNT:	\$ 5,696,283.32

- BID GUARANTY** - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL** - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT** - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY** - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION** - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.
CONTRACTOR REGISTRATION NO.
(insert number here) INNOVCS781K5
DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.
(insert number here) 403,758-00
EMPLOYMENT SECURITY DEPARTMENT NO.
(insert number here) 000-907975-00-9
WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.
(insert number here) 604 162 706

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

Innovative Construction Solutions

SIGNED -



Darren Ness/Branch Manager

Print name and title

ADDRESS -

22021 W. Bostian Road, A1

Woodinville, WA 98072

EMAIL -

dness@icsinc.tv

TELEPHONE -

425.207.3220

DATE: 7/23/2025

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

KNOW ALL BY THESE PRESENTS:

That we Innovative Construction Solutions, as
Principal, and Euler Hermes North America Insurance Company, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Harris Avenue Shipyard Upland Cleanup Action; Job No.: WA-25-1289 according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 10th, DAY OF July, 2025.

Innovative Construction Solutions

BY: [Signature]

Principal John R. White, Executive

Euler Hermes North America Insurance Company v.p.

BY: [Signature]

Surety Jennifer Ochs, Attorney-in-Fact

(ORIGINAL SEAL HERE)



The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the
signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully
executed, original hard copy document. The Bid Bond shall have original signatures for the principal and
surety and include the original surety seal. The Power of Attorney shall be an original document and
include the original corporate seal of surety represented. Submission of copies will render bid non-
responsive.

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 Orange

On 7/15/2025 before me, Monique Stefanovic, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared John R. White

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

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.

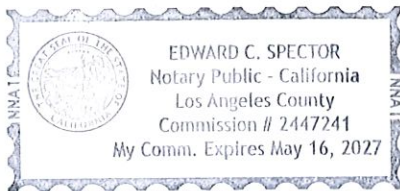
State of California)

County of LOS ANGELES)On JUL 10 2025 before me, EDWARD C. SPECTOR, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared JENNIFER OCHS
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 Edward C. Spector
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: _____

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than: **18**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

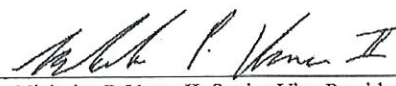
NAME	ADDRESS	LIMIT OF POWER
Eric Brown, D. Garcia, Simone Gerhard, Michelle Haase	777 S. Figueroa St.	Unlimited
Edward C. Spector, Ethan Spector, Marina Tapia, B Aleman	Los Angeles, CA 90017	
KD Wapato, Rachel A Mullen, Janina Monroe, Jaren Marx		
Aidan Smock, Timothy J Noonan, Jennifer Ochs		
Sarah Campbell, Charles R. Teter III, Sandra Corona		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.




James Daly, President and CEO-The Americas



Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.




Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

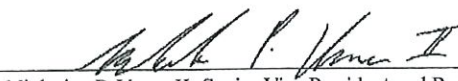
RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of July, 20 25.

Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work.**

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work.** The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor _____ N/A _____
Plumbing	Name and Address of Subcontractor _____ N/A _____
Electrical	Name and Address of Subcontractor Mills Electric Co. 4430 Pacific Highway Bellingham, WA 98226
Structural Steel Installation	Name and Address of Subcontractor _____ N/A _____
Rebar Installation	Name and Address of Subcontractor Self-Perform _____ _____

Innovative Construction Solutions

Bidder



By

Branch Manager

Title

7/23/2025

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- ✓ 1. PROPOSAL FORM – The unit prices must be shown in the space provided. Show all unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- ✓ 2. BID GUARANTEE – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- ✓ 3. LIST OF SUBCONTRACTORS – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- 1. CONTRACT – To be executed by the successful bidder.
- 2. PAYMENT AND PERFORMANCE BOND – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- 3. CERTIFICATE OF INSURANCE – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- 4. WAGE LAWS COMPLIANCE CERTIFICATION – To be submitted by Contractor with executed Contract.
- 5. SCHEDULE OF VALUES – To be submitted by Contractor with executed Contract.
- 6. MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE – To be submitted by Contractor with executed Contract.
- 7. LIST OF SUBCONTRACTORS – To be submitted by Contractor with executed Contract.
- 8. PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK – To be submitted by Contractor and Subcontractors with executed Contract.
- 9. APPRENTICESHIP UTILIZATION PLAN – To be submitted by Contractor with executed Contract.
- 10. CONTRACTOR'S W-9 – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- 1. STATEMENT OF INTENT TO PAY PREVAILING WAGES – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. BIDS - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$ 425,000.00	\$ 425,000.00
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$ 370.00	\$ 11,100.00
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$ 440.00	\$ 8,800.00
02C	ELECTRICAL MODIFICATIONS	LS	1	\$ 340,000.00	\$ 340,000.00
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$ 78,000.00	\$ 78,000.00
04	CONTAMINATED SOIL	TON	17,100	\$ 130.00	\$ 2,223,000.00
05	CONCRETE INERT DEBRIS	TON	740	\$ 126.00	\$ 93,240.00
06	ASPHALT INERT DEBRIS	TON	280	\$ 60.00	\$ 16,800.00
07	METAL INERT DEBRIS	TON	30	\$ 148.00	\$ 4,440.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$ 270,000.00	\$ 270,000.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 2,160.00	\$ 97,200.00
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$ 30.00	\$ 276,000.00
12	GRAVEL BORROW	TON	10,000	\$ 22.00	\$ 220,000.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$ 2.65	\$ 38,425.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$ 29.00	\$ 2,088.00
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$ 51.00	\$ 32,742.00
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 79.00	\$ 26,939.00
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 9,800.00	\$ 98,000.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 16,000.00	\$ 32,000.00
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 2,475.00	\$ 4,950.00
14G	PRETREATMENT VAULT	EA	1	\$ 264,000.00	\$ 264,000.00
14H	MODULAR WETLAND	EA	1	\$ 150,000.00	\$ 150,000.00
14I	INLINE CHECK VALVE	EA	1	\$ 7,500.00	\$ 7,500.00
14J	SLUICE GATE VALVE	EA	3	\$ 27,000.00	\$ 81,000.00
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 20.50	\$ 10,578.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 25,700.00	\$ 25,700.00
15	CONCRETE DRIVE PADS	SF	500	\$ 25.00	\$ 12,500.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 19.00	\$ 69,920.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:

\$ 4,944,922.00

9.0% WSST:

\$ 445,042.98

TOTAL BID AMOUNT:

\$ 5,389,964.98

- BID GUARANTY - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.

CONTRACTOR REGISTRATION NO.

(insert number here) RAMCOG836BD

DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.

(insert number here) 880,998-03

EMPLOYMENT SECURITY DEPARTMENT NO.

(insert number here) 000-829589-01-1

WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.

(insert number here) 601 604 193

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

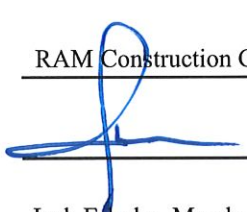
7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☒ 1 ☒ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

RAM Construction General Contractors, LLC

SIGNED -


Josh Erholm, Member

Print name and title

ADDRESS -

4290 Pacific Hwy
Bellingham, WA 98226

EMAIL -

jerholm@ramconstruction-wa.com

TELEPHONE -

360-715-8643 **DATE:** 7/23/25

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

KNOW ALL BY THESE PRESENTS:

That we Ram Construction General Contractors, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for Harris Ave Shipyard Upland Cleanup Action according to the terms of the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 17th, DAY OF July, 2025.

Ram Construction General Contractors, LLC

BY: [Signature]

Principal

Travelers Casualty and Surety Company of America

BY: [Signature]
Surety Holli Albers, Attorney-in-Fact



The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully executed, original hard copy document. The Bid Bond shall have original signatures for the principal and surety and include the original surety seal. The Power of Attorney shall be an original document and include the original corporate seal of surety represented. Submission of copies will render bid non-responsive.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

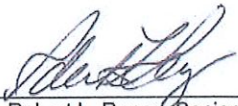
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Holli Albers** of **TACOMA**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

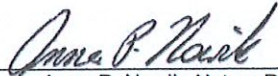
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

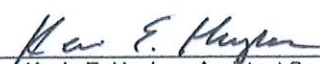
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remain in full force and effect.

Dated this **17th** day of **July**, **2025**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID DEPOSIT

(certified or cashier's checks)

Attached is a deposit in the form of a certified check or cashier's check in an amount at least equal to five percent (5%) of the total bid.

The condition of this obligation is that if the Port of Bellingham (the "Port") shall make an award to the Principal for

(title of Project)

according to bid or proposal made by the Principal, and the Principal enters into a contract with the Port in accordance therewith and provides the Port with a bond for the faithful performance thereof, with Surety or Sureties approved by the Port, the attached Bid Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the Port, Principal shall forfeit to the Port the penal amount of the Bid Deposit.

SIGNED, SEALED and DATED this _____ day of _____, 2025.

Principal (Signature)

Company Name

Address

City/State

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work**.

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work**. The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor <u>N/A</u>
Plumbing	Name and Address of Subcontractor <u>N/A</u>
Electrical	Name and Address of Subcontractor <u>Sail Electric</u> <u>911 Slater Road</u> <u>Bellingham, WA 98226</u>
Structural Steel Installation	Name and Address of Subcontractor <u>RAM Construction</u> <u>4290 Pacific Hwy.</u> <u>Bellingham WA 98226</u>
Rebar Installation	Name and Address of Subcontractor <u>RAM Construction</u> <u>4290 Pacific Hwy.</u> <u>Bellingham, WA 98226</u>

RAM Construction General Contractors LLC

Bidder

Josh Kaholm

By

member

Title

7/23/24

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

EXHIBIT C

WAGE LAWS COMPLIANCE CERTIFICATION
(RCW 39.04.350)

I, Josh Erholm, Member
[PRINT NAME AND TITLE OF PERSON SIGNING THIS FORM]

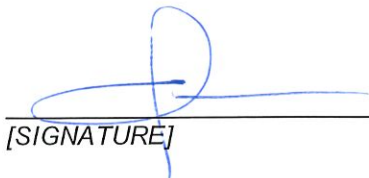
do certify and declare that the bidder is in compliance with RCW 39.04.350(1)(g) and that within the three (3) year period immediately preceding the date of this bid, the bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, chapter 49.48, or chapter 49.52 RCW.

Executed under penalty of perjury under the laws of the State of Washington at

Bellingham, Washington on 7/23/25
[PRINT CITY AND STATE WHERE SIGNED] [PRINT DATE SIGNED]

Harris Ave. Shipyard Upland Cleanup Action
[PRINT NAME OF PROJECT]

Rain Construction General Contractors LLC
[PRINT FULL NAME OF COMPANY SUBMITTING BID]


[SIGNATURE]

Scarsella Bros., Inc.
P.O. Box 68697
Seattle, WA 98168

PORT OF BELLINGHAM

BID SOLICITATION

PROJECT:

***Harris Ave Shipyard Upland Cleanup
Action***

Bellingham Washington

Whatcom County, Washington

**Bids: July 17, 2025
at 11:00 a.m.**

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
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DRAWINGS

- EXHIBIT "A"** Contract (form of)
- EXHIBIT "B"** Performance and Payment Bond form
- EXHIBIT "C"** Wage Laws Compliance Certification
- EXHIBIT "D"** Prevailing Wage Rate(s)
- EXHIBIT "E"** Statement of Subcontractors form
- EXHIBIT "F"** Apprenticeship Utilization

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
NOTICE OF BID

Notice is hereby given that sealed bids for the Harris Ave Shipyard Upland Cleanup Action in Bellingham, Washington will be received at the Administrative Offices of the Port of Bellingham, 1801 Roeder Avenue, Bellingham, Washington until 11:00 a.m., Thursday, July 17, 2025. The official time shall be taken from the designated clock at the Administrative Offices. Any bids received after the specified time and date will not be considered. Bids will then and there be publicly opened and read aloud.

The scope of work for this project consists of furnishing all labor, materials, and equipment necessary for the project identified above including the following major work items:

- Before construction starts, prepare and submit for Engineer approval an Excavation and Water Management Plan and Stormwater Pollution Prevention Plan (SWPPP) describing means and methods to accomplish the Work.
- Maintain site security, limit public access to project site, and conduct Work activities in a manner to not interfere with pedestrian or vehicle traffic on adjacent public rights-of-way.
- Conduct a utility locate.
- Install and maintain temporary erosion and sedimentation control (TESC) best management practices (BMPs) to prevent any off-site stormwater runoff or materials track-out and maintain them in full compliance with the approved SWPPP and applicable laws, regulations, and ordinances throughout construction.
- Establish lined and bermed stockpile areas for contaminated soil and for inert (uncontaminated) debris and maintain appropriate BMPs for all stockpiles, including capture and treatment of runoff from the stockpile area, throughout the Work.
- Conduct abatement of regulated building materials, demolish, and properly dispose of six above-grade buildings and various water treatment structures.
- Remove existing concrete and asphalt surfaces.
- Excavate contaminated soil to a depth of approximately 2 feet (actual depth varies) below Existing Grade to achieve specified subgrade elevations across most of the site (Cleanup Area 1).
- In two subareas (termed Cleanup Area 2), excavate contaminated soil to anticipated maximum depths of 5 feet and 9 feet below Existing Grade. Assist the Engineer with soil sampling in the Cleanup Area 2 excavations and, based on testing results, excavate additional contaminated soils laterally and/or vertically as directed by the Engineer.
- Remove and replace existing 8-inch water main and hydrant located within the Cleanup Area 2 excavation area.
- Remove subsurface structural elements (e.g., wood pilings, concrete, metal, etc.) and inactive subsurface utilities to the extent necessary to complete the excavation of contaminated soils, achieve specified Final Grades, or as otherwise directed by Engineer. Cut, plug, remove, and dispose of buried pipes that are encountered during excavation.

- Load, transport, and properly dispose the contaminated soil with associated debris at a Subtitle D landfill permitted to receive the material.
- Load, transport, and properly recycle all removed inert debris (concrete, asphalt, and metal) at a facility permitted to recycle it.
- Throughout excavation, remove groundwater as necessary to allow excavation and handling of unsaturated soil and otherwise perform the Work. The Contractor is responsible for all dewatering efforts including providing and installing sumps, pumps, power source (e.g., electrical generators), treatment equipment, temporary storage, conveyance, and to operate the system without leakage.
- Treat the extracted groundwater and stormwater collecting within the Project Limits and discharge it to an onsite storm drain in accordance with a NPDES Construction Stormwater General Permit (CSGWP) with Project-specific Administrative Order obtained by Owner. Upon execution of the Contract, the Owner will conduct complete full transfer of the CSWGP with Administrative Order to the Contractor who will then become solely responsible for compliance with its requirements.
- Complete trenching and other excavation as needed to install new stormwater catch basins, conveyance piping, a pretreatment vault for settling solids and capturing oil, and a treatment vault with sluice gates. Connect existing remaining catch basins to new stormwater conveyance system. Connect new stormwater conveyance piping to an existing outfall near the north end of the site and install an in-line check valve.
- Backfill and compact excavations to achieve specified Final Grades and compaction requirements using a combination of imported uncontaminated gravel borrow and crushed surfacing base course, as specified depending on location.
- Raise electrical infrastructure (one transformer, two vaults, and associated panels/racks) to match final grades.

A non-mandatory pre-bid conference for prospective bidders will be held Tuesday, July 8, 2025, at 2:00 p.m. in the Harbor Center room at the Port of Bellingham's Administrative Offices located at 1801 Roeder Avenue, Bellingham, Washington 98225. A site visit will follow.

Engineers estimate: \$6,598,419.00.

In accordance with RCW 39.04.320, for all public works estimated to cost two million dollars or more, the Port of Bellingham requires no less than 15% of the labor hours be performed by apprentices, unless otherwise stated in the bid advertisement. A contractor or subcontractor may not be required to exceed the 15% requirement. The project's apprenticeship utilization rate will be calculated using the approved affidavits from the L&I PWIA portal.

Each bid must be accompanied by a cashier's check, money order, or an original signed and stamped surety bid bond in an amount not less than five percent (5%) of the total bid, made payable to the Port of Bellingham.

All questions related to this project must be submitted via email prior to 5:00 PM, local time, on Friday, July 11, 2025. No questions will be answered after that time.

The Port of Bellingham reserves the right to reject any or all bids and to waive any irregularities or informalities.

To register your company on the Plan Holders list, please contact Procurement by email at procurement@portofbellingham.com.

All bids submitted shall be considered as valid offers for a period of forty-five (45) days from the date of the bid opening during which time the Port of Bellingham will make the award or return all bids.

Notice to be published: Wednesday, June 25, 2025

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- X 1. **PROPOSAL FORM** – The unit prices **must** be shown in the space provided. Show **all** unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- X 2. **BID GUARANTEE** – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- X 3. **LIST OF SUBCONTRACTORS** – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- _____ 1. **CONTRACT** – To be executed by the successful bidder.
- _____ 2. **PAYMENT AND PERFORMANCE BOND** – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- _____ 3. **CERTIFICATE OF INSURANCE** – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- _____ 4. **WAGE LAWS COMPLIANCE CERTIFICATION** – To be submitted by Contractor with executed Contract.
- _____ 5. **SCHEDULE OF VALUES** – To be submitted by Contractor with executed Contract.
- _____ 6. **MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE** – To be submitted by Contractor with executed Contract.
- _____ 7. **LIST OF SUBCONTRACTORS** – To be submitted by Contractor with executed Contract.
- _____ 8. **PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK** - To be submitted by Contractor **and** Subcontractors with executed Contract.
- _____ 9. **APPRENTICESHIP UTILIZATION PLAN** – To be submitted by Contractor with executed Contract.
- _____ 10. **CONTRACTOR'S W-9** – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- _____ 1. **STATEMENT OF INTENT TO PAY PREVAILING WAGES** – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
 1801 ROEDER AVENUE
 BELLINGHAM, WA 98225

1. BIDS - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$ 295,000.00	\$ 295,000.00
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$ 200.00	\$ 6,000.00
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$ 350.00	\$ 7,000.00
02C	ELECTRICAL MODIFICATIONS	LS	1	\$ 260,000.00	\$ 260,000.00
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$ 200,000.00	\$ 200,000.00
04	CONTAMINATED SOIL	TON	17,100	\$ 146.50	\$ 2,505,150.00
05	CONCRETE INERT DEBRIS	TON	740	\$ 80.00	\$ 59,200.00
06	ASPHALT INERT DEBRIS	TON	280	\$ 42.30	\$ 11,844.00
07	METAL INERT DEBRIS	TON	30	\$ 100.00	\$ 3,000.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$ 35,000.00	\$ 35,000.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 0.01 ^{RS}	\$ 0.45
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$ 35.25	\$ 324,300.00
12	GRAVEL BORROW	TON	10,000	\$ 26.75	\$ 267,500.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$ 2.35	\$ 34,075.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$ 25.75	\$ 1,854.00
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$ 41.50	\$ 26,643.00
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 73.10	\$ 24,927.10
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 8,000.00	\$ 80,000.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 13,150.00	\$ 26,300.00
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 1,800.00	\$ 3,600.00
14G	PRETREATMENT VAULT	EA	1	\$300,000.00	\$ 300,000.00
14H	MODULAR WETLAND	EA	1	\$ 162,000.00	\$ 162,000.00
14I	INLINE CHECK VALVE	EA	1	\$ 6,550.00	\$ 6,550.00
14J	SLUICE GATE VALVE	EA	3	\$ 30,500.00	\$ 91,500.00
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 30.00	\$ 15,480.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 21,500.00	\$ 21,500.00
15	CONCRETE DRIVE PADS	SF	500	\$ 25.00	\$ 12,500.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 26.30	\$ 96,784.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:

\$ 4,902,707.55

9.0% WSST:

\$ 441,243.68

TOTAL BID AMOUNT:

\$ 5,343,951.23

- BID GUARANTY** - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL** - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
- CONTRACT** - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
- SIGNING AUTHORITY** - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
- CONTRACTOR VERIFICATION** - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.
CONTRACTOR REGISTRATION NO.
(insert number here) SCARSBI183B8
DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.
(insert number here) 132,332-00
EMPLOYMENT SECURITY DEPARTMENT NO.
(insert number here) 219514-00 1
WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.
(insert number here) 578-035-242

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

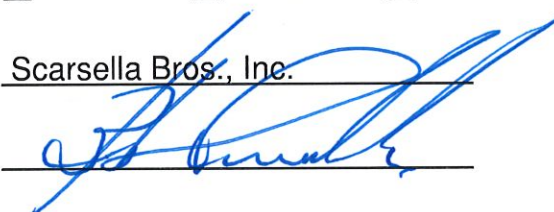
7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

Scarsella Bros., Inc.

SIGNED -


Bob Scarsella, Vice President

Print name and title

ADDRESS -

P.O. Box 68697

Seattle, WA 98168

EMAIL -

estimating@scarsellabros.com

TELEPHONE -

253-872-7173

DATE: 7/23/2025

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

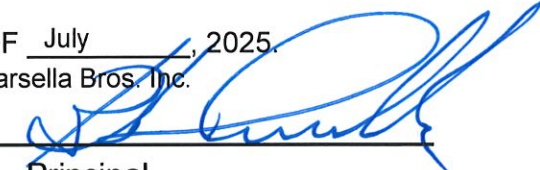
KNOW ALL BY THESE PRESENTS:

That we Scarsella Bros. Inc., as
Principal, and Liberty Mutual Insurance Company, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION, Bid No. PW 25-5 according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

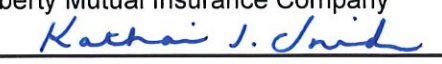
SIGNED, SEALED AND DATED THIS 23rd, DAY OF July, 2025.

Scarsella Bros. Inc.

BY: 

Principal

Liberty Mutual Insurance Company

BY: 

Surety Katharine J. Snider,
Attorney-in-Fact

(ORIGINAL SEAL HERE)

The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the
signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully
executed, original hard copy document. The Bid Bond shall have original signatures for the principal and
surety and include the original surety seal. The Power of Attorney shall be an original document and
include the original corporate seal of surety represented. Submission of copies will render bid non-
responsive.



POWER OF ATTORNEY

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

Certificate No: **8214128-023049**

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, James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliccon A. Keltner; Christopher Kinyon; Holli Lagerquist; Michael Mansfield; Jamie L. Marques; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr.; Edward Sims; Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA 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 2nd day of June, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of June, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 Nathan J. Zangerle, 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 23rd day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work.**

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work.** The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC

Name and Address of Subcontractor

Plumbing

Name and Address of Subcontractor

Gary's Plumbing & Heating

4760 Pacific Hwy,

Bellingham, WA 98226

Electrical

Name and Address of Subcontractor

Mills Electric Co.

4430 Pacific Highway

Bellingham, WA 98226

Structural Steel Installation

Name and Address of Subcontractor

SB Structures LLC

P.O. Box 68847

Seattle, WA 98168

Rebar Installation

Name and Address of Subcontractor

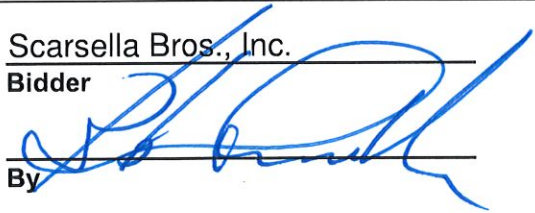
SB Structures LLC

P.O. Box 68847

Seattle, WA 98168

Scarsella Bros., Inc.

Bidder

By 

Vice President

Title

7/23/2025

Date

In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.

PORT OF BELLINGHAM

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- X 1. **PROPOSAL FORM** – The unit prices **must** be shown in the space provided. Show **all** unit prices in both words and figures when indicated. If a discrepancy exists between the price per unit and the extended amount of any item, the price per unit will control.
- X 2. **BID GUARANTEE** – Original signed and stamped surety Bid Bond or Bid Deposit (cashier's check). The amount of the bid guarantee shall not be less than five percent (5%) of the total amount of the bid. See POB General Conditions #7 & the "Form of Bid Guarantee" for instructions on how to prepare the bid guarantee.
- X 3. **LIST OF SUBCONTRACTORS** – If the invitation to bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060.

The following forms shall be executed and submitted within ten (10) business days after Notice of Award.

- 1. **CONTRACT** – To be executed by the successful bidder.
- 2. **PAYMENT AND PERFORMANCE BOND** – Owner provided form to be completed by Contractor's Surety and submitted with Contractor executed Contracts.
- 3. **CERTIFICATE OF INSURANCE** – Contractor shall furnish a Certificate of Insurance and all applicable Endorsements naming the Port as additional insured on its Commercial General Liability and Automobile Liability Policies.
- 4. **WAGE LAWS COMPLIANCE CERTIFICATION** – To be submitted by Contractor with executed Contract.
- 5. **SCHEDULE OF VALUES** – To be submitted by Contractor with executed Contract.
- 6. **MATERIAL PROCUREMENT AND CONSTRUCTION SCHEDULE** – To be submitted by Contractor with executed Contract.
- 7. **LIST OF SUBCONTRACTORS** – To be submitted by Contractor with executed Contract.
- 8. **PROJECT LABOR RATES AND EQUIPMENT RATES FOR CHANGE ORDER WORK** - To be submitted by Contractor **and** Subcontractors with executed Contract.
- 9. **APPRENTICESHIP UTILIZATION PLAN** – To be submitted by Contractor with executed Contract.
- 10. **CONTRACTOR'S W-9** – To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

- 1. **STATEMENT OF INTENT TO PAY PREVAILING WAGES** – To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PORT OF BELLINGHAM
HARRIS AVE SHIPYARD UPLAND CLEANUP ACTION
PROPOSAL FORM

PORT OF BELLINGHAM
1801 ROEDER AVENUE
BELLINGHAM, WA 98225

1. BIDS - Having carefully examined the project site(s), bid documents, and specifications for Harris Ave Shipyard Upland Cleanup Action located in Bellingham, Washington the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price. The Total Bid Amount includes all work, regardless of whether or not it is specifically itemized below.

BID SCHEDULE: Harris Ave Shipyard Upland Cleanup Action

Item No.	Description of Item	Approx. Quantity	Units	Unit Price Dollars/Cents	Total Price Dollars/Cents
01	MOBILIZATION	LS	1	\$ 160,000.00	\$ 160,000.00
02A	CUT AND PLUG PIPE ≤ 6-INCH DIAMETER	EA	30	\$ 150.00	\$ 4,500.00
02B	CUT AND PLUG PIPE BETWEEN 6 AND 12-INCH DIAMETER	EA	20	\$ 200.00	\$ 4,000.00
02C	ELECTRICAL MODIFICATIONS	LS	1	\$ 275,000.00	\$ 275,000.00
03	ABATEMENT AND DEMOLITION OF ABOVE-GRADE STRUCTURES	LS	1	\$ 110,000.00	\$ 110,000.00
04	CONTAMINATED SOIL	TON	17,100	\$ 111.00	\$ 1,898,100.00
05	CONCRETE INERT DEBRIS	TON	740	\$ 28.00	\$ 20,720.00
06	ASPHALT INERT DEBRIS	TON	280	\$ 20.00	\$ 5,600.00
07	METAL INERT DEBRIS	TON	30	\$ 40.00	\$ 1,200.00
08	POTENTIAL ABATEMENT OF SUBSURFACE ACM	F.A.	1	\$25,000.00	\$25,000.00
09	FURNISH AND REMOVE WATER MANAGEMENT SYSTEM	LS	1	\$ 100,000.00	\$ 100,000.00
10	OPERATE WATER MANAGEMENT SYSTEM	DAY	45	\$ 200.00	\$ 9,000.00
11	CRUSHED SURFACING BASE COURSE	TON	9,200	\$ 37.00	\$ 340,400.00
12	GRAVEL BORROW	TON	10,000	\$ 22.00	\$ 220,000.00
13	SEPARATION GEOTEXTILE	SY	14,500	\$ 2.00	\$ 29,000.00
14A	POLYPROPYLENE STORM SEWER PIPE 4 IN. DIAM.	LF	72	\$ 28.00	\$ 2,016.00
14B	POLYPROPYLENE STORM SEWER PIPE 12 IN. DIAM.	LF	642	\$ 50.00	\$ 32,100.00
14C	POLYPROPYLENE STORM SEWER PIPE 18 IN. DIAM.	LF	341	\$ 115.00	\$ 39,215.00
14D	CATCH BASIN TYPE 2, 48 In. Diam.	EA	10	\$ 10,000.00	\$ 100,000.00

14E	CATCH BASIN TYPE 2, 60 In. Diam.	EA	2	\$ 16,000.00	\$ 32,000.00
14F	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ 2,400.00	\$ 4,800.00
14G	PRETREATMENT VAULT	EA	1	\$ 260,000.00	\$ 260,000.00
14H	MODULAR WETLAND	EA	1	\$ 155,000.00	\$ 155,000.00
14I	INLINE CHECK VALVE	EA	1	\$ 6,500.00	\$ 6,500.00
14J	SLUICE GATE VALVE	EA	3	\$ 27,000.00	\$ 81,000.00
14K	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	TON	516	\$ 20.00	\$ 10,320.00
14L	REPLACE WATER MAIN AND HYDRANT	LS	1	\$ 18,000.00	\$ 18,000.00
15	CONCRETE DRIVE PADS	SF	500	\$ 20.00	\$ 10,000.00
16	ECOLOGY BLOCK WALL	VSF	3,680	\$ 17.00	\$ 62,560.00

LS = Lump Sum. FA = Force Account. SY = Square Yard. SF = Square Foot. VSF = Vertical Square Foot.

SUB-TOTAL:

\$ 4,016,031.⁰⁰

9.0% WSST:

\$ 361,442.⁷⁹

TOTAL BID AMOUNT:

\$ 4,377,473.⁷⁹

2. BID GUARANTY - Accompanying this proposal is a Bid Guaranty in the amount of five percent (5%) of the total bid amount.
3. WITHDRAWAL - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
4. CONTRACT - If the undersigned be notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, they agree to execute a contract for the above stated sum, and shall bond their work as required by law and that they will begin work within ten (10) days after Notice to Proceed. The undersigned also agrees to execute the contract contained in this Bid Solicitation without modification.
5. SIGNING AUTHORITY - By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Bid Proposal Form on behalf of the Contractor and that their signature is binding upon the Contractor. The signing party further certifies that the Contractor represented has visited the Port of Bellingham's website before the bid due date and time to familiarize themselves with the bid documents and all changes made via Addendum.
6. CONTRACTOR VERIFICATION - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.

CONTRACTOR REGISTRATION NO.

(insert number here) STRIDCC1210Z

DEPT. OF LABOR AND INDUSTRIES ACCOUNT NO.

(insert number here) 305,383-00

EMPLOYMENT SECURITY DEPARTMENT NO.

(insert number here) 000-655099-00-1

WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.

(insert number here) 601 100 050

BID PROPOSAL FORM CONTINUED NEXT PAGE

BID PROPOSAL FORM (con't.)

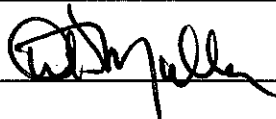
7. CONTRACTOR - certifies by signing below that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
8. CONTRACTOR - certifies by signing below that they have not violated RCW 39.04.370 more than one time as determined by the Department of Labor and Industries.
9. NON-COLLUSION DECLARATION - CONTRACTOR (as signed below), under penalty of perjury under the laws of the State of Washington, do state and affirm that the quote submitted to the Port of Bellingham is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not herein named; and further says that the said Contractor has not directly or indirectly induced or solicited any Contractor on the above work or supplies to put in a sham quote or any other person or corporation to refrain from quoting; and that said Contractor has not in any manner sought by collusion to secure an advantage over any other Contractor or Contractors.
10. APPRENTICE UTILIZATION REQUIREMENTS – The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive will be paid to the Contractor for meeting the apprentice utilization requirement. A monetary penalty will be applied to the Contractor for failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. Refer to Exhibit F Apprentice Utilization. The Contractor shall include all related costs in the unit Bid prices of the Contract, including but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording, and reporting hours and all other costs to comply with this requirement.
11. ADDENDA – Bidder acknowledges receipt of Addenda by checking the box(es):

N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐

CONTRACTOR -

Strider Construction Co., Inc.

SIGNED -



Darren D. Mullen, Secretary

Print name and title

ADDRESS -

4721 Northwest Drive

Bellingham, WA 98226

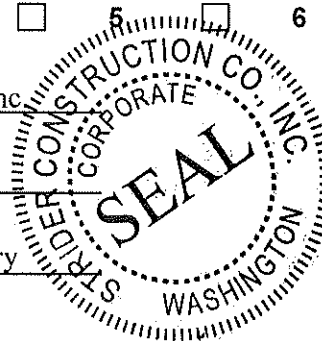
EMAIL -

bids@striderconstruction.com

TELEPHONE -

360-380-1234

DATE: 7/23/2025



NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

BID BOND

(surety bond)

KNOW ALL BY THESE PRESENTS:

That we Strider Construction Co., Inc., as
Principal, and Travelers Casualty and Surety Company of America, as
Surety, are held and firmly bound unto the **Port of Bellingham**, as Obligee, in the penal sum at least
equal to FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID, for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents.

The Condition of this Obligation is such that if the obligee shall make any award to the Principal for
Harris Ave Shipyard Upland Cleanup Action according to the terms of
the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a
contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the
Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain
in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 17th, DAY OF July, 2025.

(ORIGINAL SEAL HERE)



Strider Construction Co., Inc.

BY: [Signature]
Principal Darren D. Mullen, Secretary

Travelers Casualty and Surety Company of America

BY: [Signature]
Surety Dana Brown, Attorney-in-Fact

The Bid Bond consists of this form and a Power of Attorney of the Surety evidencing the authority of the signor of this Bid Bond. Both this Bid Bond and the Power of Attorney shall be submitted in a fully executed, original hard copy document. The Bid Bond shall have original signatures for the principal and surety and include the original surety seal. The Power of Attorney shall be an original document and include the original corporate seal of surety represented. Submission of copies will render bid non-responsive.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Heather L Allen, Dana Brown, Natalie C Chau, Emma C Doleshel, Jim W Doyle, Chad M Epple, Adam Howard, Grant E Ingalls, Jim S Kuich, Theresa A Lamb, Maxwell Martin, Michael A Murphy, Andy D Prill, S M Scott, Steve Wagner, of Bothell, WA.,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **July**, **2025**.



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

BID DEPOSIT

(certified or cashier's checks)

Attached is a deposit in the form of a certified check or cashier's check in an amount at least equal to five percent (5%) of the total bid.

The condition of this obligation is that if the Port of Bellingham (the "Port") shall make an award to the Principal for

(title of Project)

according to bid or proposal made by the Principal, and the Principal enters into a contract with the Port in accordance therewith and provides the Port with a bond for the faithful performance thereof, with Surety or Sureties approved by the Port, the attached Bid Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the Port, Principal shall forfeit to the Port the penal amount of the Bid Deposit.

SIGNED, SEALED and DATED this _____ day of _____, 2025.

N/A

Principal (Signature)

Company Name

Address

City/State

EXHIBIT C

WAGE LAWS COMPLIANCE CERTIFICATION
(RCW 39.04.350)

I, Darren D. Mullen, Secretary
[PRINT NAME AND TITLE OF PERSON SIGNING THIS FORM]

do certify and declare that the bidder is in compliance with RCW 39.04.350(1)(g) and that within the three (3) year period immediately preceding the date of this bid, the bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, chapter 49.48, or chapter 49.52 RCW.

Executed under penalty of perjury under the laws of the State of Washington at

Bellingham, WA on 7/23/2025
[PRINT CITY AND STATE WHERE SIGNED] [PRINT DATE SIGNED]

Harris Ave Shipyard Upland Cleanup Action
[PRINT NAME OF PROJECT]

Strider Construction Co., Inc.
[PRINT FULL NAME OF COMPANY SUBMITTING BID]

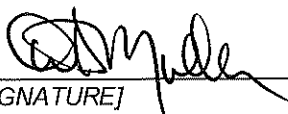

[SIGNATURE]

EXHIBIT E

"STATEMENT OF SUBCONTRACTORS"

Each Bidder must designate in its bid, or within one (1) hour after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (i) HVAC (heating, ventilation, and air conditioning), (ii) plumbing as described in chapter 18.106 RCW, and (iii) electrical as described in chapter 19.28 RCW, **or name itself for such work.**

Additionally, each Bidder must designate in its bid, or within forty-eight (48) hours after the published bid submittal time, the names of the Subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work for (1) structural steel installation and (ii) rebar installation, **or name itself for such work.** The bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.

Failure to name such Subcontractors (or to name itself to perform such work) or the naming of two or more Subcontractors to perform the same work shall render the Bidder's bid non-responsive and cause it to be rejected.

HVAC	Name and Address of Subcontractor _____ N/A _____
Plumbing	Name and Address of Subcontractor _____ N/A _____
Electrical	Name and Address of Subcontractor Mills Electric Co. 4430 Pacific Highway Bellingham, WA 98226
Structural Steel Installation	Name and Address of Subcontractor Strider Construction Co., Inc. 4721 Northwest Drive Bellingham, WA 98226
Rebar Installation	Name and Address of Subcontractor Strider Construction Co., Inc. 4721 Northwest Drive Bellingham, WA 98226

Strider Construction Co., Inc.

Bidder

By Darren D. Mullen

Secretary

Title

7/23/2025

Date



In addition to the requirements of RCW 39.30.060, further reporting of subcontractors will be required of the successful responsible bidder submitting the lowest responsive bid.