

IMPORTANT:

This Document must be filled out and returned to Port of Newport as your quote for this project

PROJECT: Rogue Brewery Seawall Repair, 2024**BIDDER:** Bergerson Construction, Inc.**Pricing Breakdown if Applicable:**

Bid Item No.	ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
1	MOBILIZATION, TEMPORARY SUPPORT SYSTEM AND WORK ACCESS PLATFORM, CONTAINMENT SYSTEM, BMP'S, SURVEYING, CLEANUP, AND DEMOBILIZATION	1	L.S.		
3	TEMPORARY RELOCATION OF THE FLOATING DOCK	1	L.S.		
3	REPAIR OF PILE CAP CONCRETE SP		S.F.		
4	PILE SURFACE PREPARATION AND APPLICATION	653	EA		
5	WEEP HOLE DRAINAGE SYSTEM	94	EA		
6	SOIL STABILIZATION WITH POLYMER INJECTION	4320	S.F.		
7	PILE STRENGTHENING WITH STEEL PLATES	653	S.F.		

See Attached Revised Bid Form

TOTAL BASE PRICE\$ 2,983,530.00

* Price includes all materials FOB job location.

** Price includes all licensing, bonding, insurances, permits and taxes.

*** Price is held for minimum 90 days.

**** Please list on separate sheet, any additional alternates or value engineering pricing.

Proposal is in compliance with the entire project Drawings, Specifications and/or Work Scope? Yes

No ☐**Clarifications:**

(Attach separate sheet if necessary)

Estimated Schedule:

Preparation of Shop Drawings/submittals

10 work days

Mobilization, disposal site preparation, demobilization

10 work days

Work performance In-Water

60 work days

Average Crew Size at 40 hr work week:

8 workers**All Inclusive Labor Rates for Extra Work (or Attach Labor Rate Schedule):**Superintendent \$ 115.00 /hour.Foreman \$ 105.00 /hour.Craftsman \$ 97.50 /hour.Helper \$ 93.50 /hour.Markup on cost of Materials 15 %

BID ITEM NO.	ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
1	MOBILIZATION, TEMPORARY SUPPORT SYSTEM AND WORK ACCESS PLATFORM, CONTAINMENT SYSTEM, BMP'S, SURVEYING, CLEANUP, AND DEMOBILIZATION	1	L.S.	346,500.00	346,500.00
2	TEMPORARY RELOCATION OF THE FLOATING DOCK	1	L.S.	14,000.00	14,000.00
3	REPAIR OF PILE CAP CONCRETE SPALLING	20	S.F.	970.00	19,400.00
4	PILE SURFACE PREPARATION AND COATING APPLICATION	56	EA	2,440.00	136,640.00
5	WEEP HOLE DRAINAGE SYSTEM	94	EA	6,575.00	618,050.00
6	SOIL STABILIZATION WITH POLYMER INJECTION	4320	S.F.	290.00	1,252,800.00
7	PILE STRENGTHENING WITH STEEL PLATES	653	S.F.	860.00	561,580.00
8	SINK HOLE PAVEMENT REPAIR	1440	S.F.	24.00	34,560.00


Provide a list of equipment rates (if applicable):


Equipment Item	Rate	Per
Forklift/Telehandler	\$115.00	HR
Crane Barge with 150 Ton Crawler Crane	\$495.00	HR


List of lower tier suppliers/subcontractors (if applicable):

Name or description of material or work to be performed	Approximate Value
Urettek USA	\$975,240.00

 (Initial) Receipt of Addendum Numbers 1-6 is hereby acknowledged.

 (Initial) I acknowledge the terms and conditions as stated in the Request for Proposal form received from Port of Newport as part of the contract documents, and hereby incorporate them into this proposal.

 (Initial) I acknowledge the terms, conditions and minimum limits and have included all costs for insurance in this proposal.

 (Initial) I acknowledge the requirements of Oregon Prevailing Wage Law ORS 279C.800 and have if applicable incorporated all costs associated into this proposal.

Submitted By:

<u>Gregory A. Morrill</u>	<u>Bergerson Construction, Inc.</u>	<u>63328</u>
Name	Company	CCB#
<u>(503) 325-7130</u>	<u>(503) 325-0174 / admin@bergerson-const.com</u>	
Telephone #	FAX/Email	
<u>P.O. Box 387, Astoria, Oregon 97103</u>		
Address		
	<u>01/22/2024</u>	
Signature	Date	

The Port of Newport reserves the right to accept or reject any or all proposals and may at its discretion select the contractor that is deemed to provide the best value to the Port of Newport.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bergerson Construction, Inc.
300 Railroad Avenue, Suite 200
Astoria, OR 97103

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Port of Newport
600 SE Bay Boulevard
Newport, OR 97365

BOND AMOUNT: \$ Five Percent (5%) of the Total Bid Amount

PROJECT:

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

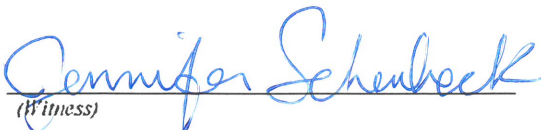
Rogue Brewery Seawall Repair, 2024
2320 SE Marine Science Dr., Newport, OR
RFQ 3400-19-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 19th day of January 2024


(Witness)

Bergerson Construction, Inc.

(Principal)

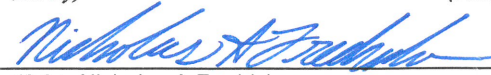
(Seal)


(Title) President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)


(Title) Nicholas A. Fredrickson
Attorney-in-Fact





**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 **Nicholas A Fredrickson** of **BELLEVUE**, **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.

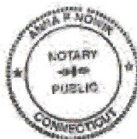
By: _____

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 remains in full force and effect.

Dated this **19** day of **January**, **2024**.



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.