

IMPORTANT:

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

PROJECT: Rogue Brewery Seawall Repair**BIDDER:** Legacy Contracting, 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 FLOAT DOCK		L.S.		
3	REPAIR OF PILE CAP CONCRETE SPALLING		S.F.		
4	PILE SURFACE PREPARATION AND COATING 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
Amendment 2.2
Bid Table**TOTAL BASE PRICE**\$ 3,022,549.00

* 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:** none

(Attach separate sheet if necessary)

Estimated Schedule:

Preparation of Shop Drawings/submittals

15 work days

Mobilization, disposal site preparation, demobilization

15 work days

Work performance In-Water

40 work days

Average Crew Size at 40 hr work week:

12 workers**All Inclusive Labor Rates for Extra Work (or Attach Labor Rate Schedule):**Superintendent \$ 119.00 /hour.Foreman \$ 125.75 /hour.Craftsman \$ 112.30 /hour.Helper \$ 104.00 /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.	\$255,700.00	\$255,700.00
2	TEMPORARY RELOCATION OF THE FLOATING DOCK	1	L.S.	\$255,100.00	\$255,100.00
3	REPAIR OF PILE CAP CONCRETE SPALLING	20	S.F.	\$ 895.00	\$17,900.00
4	PILE SURFACE PREPARATION AND COATING APPLICATION	56	EA	\$ 4,895.00	\$ 274,120.00
5	WEEP HOLE DRAINAGE SYSTEM	94	EA	\$ 5,698.00	\$535,612.00
6	SOIL STABILIZATION WITH POLYMER INJECTION	4320	S.F.	\$ 265.00	\$1,144,800.00
7	PILE STRENGTHENING WITH STEEL PLATES	653	S.F.	\$ 785.00	\$ 512,605.00
8	SINK HOLE PAVEMENT REPAIR	1440	S.F.	\$ 18.55	\$ 26,712.00

Provide a list of equipment rates (if applicable):

Equipment Item	Rate	Per
Pick Up	\$66.50	Hour
Small Tug Boat	\$103.50	Hour
Sectional Barge & Spuds	\$200.00	Hour
Crane	\$275.00	Hour
Telehandler	\$60.00	Hour
Excavator	\$125.00	Hour

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

Name or description of material or work to be performed	Approximate Value
Global Diving - Diving, Welding, & Coating Install	\$ 453,060.00
Uretek - Polymer Injection	\$ 975,240.00
Paving Subcontractor - Paving	\$ 14,000.00
Cutting Edge Concrete - Core Drilling & Drain Install Assist	\$ 157,800.00

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

Jeff Howell (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.

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

Jeff Howell (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>Jeff Howell</u> Name	<u>Legacy Contracting, Inc.</u> Company	<u>185342</u> CCB#
<u>(503) 749-1818</u> Telephone #	<u>(888) 249-2203</u> FAX/Email	
<u>41850 Kington-Jordan Rd. Stayton, OR 97383</u> Address		
<u>Jeff Howell</u> Signature	<u>01/22/2024</u> 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.

BID BOND

Fidelity and Deposit Company of Maryland
Schaumburg, IL 60196

CONTRACTOR:

(Name, legal status and address)

Legacy Contracting, Inc.

P.O. Box I

Stayton, OR 97383

OWNER:

(Name, legal status and address)

Port of Newport

600 SE Bay Boulevard

Newport, OR 97365

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196

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

PROJECT:

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

Rogue Brewery Seawall Repair, 2024

(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 16th day of January, 2023.

Legacy Contracting, Inc.

[Signature]
(Principal)

(Seal)

President
(Title)

Fidelity and Deposit Company of Maryland

[Signature]
(Surety) Ty Moffett

(Seal)

Attorney-in-Fact

(Title)

[Signature]
(Witness)

[Signature]
(Witness) Beau Weathers

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ty R. MOFFETT, Derek A. SADOWSKI, Tracy L. STEWART, Beau WEATHERS of Salem, Oregon, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

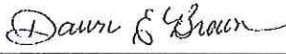
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of January, 2024.



A handwritten signature in dark ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790