

PROPOSAL FORM

TRUCKEE TAHOE AIRPORT DISTRICT
RECONSTRUCT RUNWAY 2-20
WITH AIRFIELD MARKING AND LIGHTING
AIP NO. 3-06-0262-046-2023

REBID

Pre-Bid Meeting Held: Tuesday, February 28, 2023 at 10:00 a.m.

By Zoom

Bid Opening Date: Wednesday, March 29, 2023 at 1:00 p.m.

Place of Bid Opening:

Truckee Tahoe Airport District, 10356 Truckee Airport Road, Truckee, California 96161

FROM: Kody King

NAME OF BIDDER: Justin Zabel

BUSINESS Mercer-Fraser Company

ADDRESS PO Box 1006

CITY, STATE, ZIP CODE: Eureka, CA 95502

PHONE: (707) 443-6371

TO: Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, California 96161

The undersigned bidder declares that he/she has carefully examined the location of the proposed work; that he/she has examined the all Contract Documents, including, without limitation, the Plans and Specifications, and read the accompanying instructions to bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all work necessary to complete the project in accordance with said Contract Documents, for the unit and lump sum prices stated herein.

The undersigned agrees that he/she will order all materials and equipment under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he/she will complete the work of the various phases of construction as follows:

There are seventy (70) working days allowed for completion of the total project.

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages in the amount of \$5,000 to the District for each consecutive calendar day thereafter as prescribed in these specifications.

Bidder further agrees that it has specifically reviewed the contractual provisions in the Contract Documents concerning insurance, indemnity, and claims resolution and agrees to be bound thereto.

The proposed work includes the following:

- Reconstruction of Runway 2-20 (75' x 4,654'), including airfield marking.
- Rehabilitation of Airfield Lighting System including new runway edge and threshold lights, new taxiway edge lights, new retroreflective markers, and new regulator.

Bidder agrees that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) calendar days.

Bidder has attached to this Bid Form the completed certifications and bid bond.

Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

**TRUCKEE TAHOE AIRPORT
TRUCKEE, CALIFORNIA
RECONSTRUCT RUNWAY 2-20
WITH AIRFIELD MARKING AND LIGHTING
AIP NO. 3-06-0262-046-2023**

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
1	1 LS	SWPPP Prepared by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103) One Hundred Eighteen Thousand Dollars and Zero Cents Lump Sum	Lump Sum	\$ 118,000.00
2	1 LS	Mobilization (C-105) Six Hundred Forty Nine Thousand One Hundred Eighty Eight Dollars and Zero Cents Lump Sum	Lump Sum	\$ 649,188.00 *
3	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) Ninety Thousand Dollars and Zero Cents Lump Sum	Lump Sum	\$ 90,000.00
4	11 Acres	Clearing and Grubbing (P-151) Six Thousand Dollars and Zero Cents per Acre	\$ 6,000.00	\$ 66,000.00
5	6,900 CY	Unclassified Excavation (P-152) Forty Dollars and Zero Cents per Cubic Yard	\$ 40.00	\$ 276,000.00
*Mobilization shall be limited to 10 percent of the total Bid.				

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
6	1,950 CY	Muck Excavation (P-152) <u>Fifty</u> Dollars and <u>Zero</u> Cents per Cubic Yard	\$ <u>50.00</u>	\$ <u>97,500.00</u>
7	500 CY	Imported Fill (P-152) <u>Sixty Five</u> Dollars and <u>Zero</u> Cents per Cubic Yard	\$ <u>65.00</u>	\$ <u>32,500.00</u>
8	11,000 SY	Scarify and Recompact Subgrade (P-152) <u>Four</u> Dollars and <u>Zero</u> Cents per Square Yard	\$ <u>4.00</u>	\$ <u>44,000.00</u>
9	600 CY	Subbase Course (P-154) <u>Ninety Five</u> Dollars and <u>Zero</u> Cents per Cubic Yard	\$ <u>95.00</u>	\$ <u>57,000.00</u>
10	2,900 SY	Geogrid (P-154) <u>Five</u> Dollars and <u>Zero</u> Cents per Square Yard	\$ <u>5.00</u>	\$ <u>14,500.00</u>
11	45,000 SY	In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverizing and Mixing (P-207) <u>One</u> Dollars and <u>Zero</u> Cents per Square Yard	\$ <u>1.00</u>	\$ <u>45,000.00</u>

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
12	36,000 SY	In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Regrade and Recompact (P-207) Five _____ Dollars and Zero _____ Cents per Square Yard	\$ 5.00	\$ 180,000.00
13	2,700 CY	In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate, Haul, Place, and Compact (P-207) Fifteen _____ Dollars and Zero _____ Cents per Cubic Yard	\$ 15.00	\$ 40,500.00
14	3,000 SY	Mill Existing Asphalt Pavement (P-207) Four _____ Dollars and Zero _____ Cents per Square Yard	\$ 4.00	\$ 12,000.00
15	8,100 CY	Crushed Aggregate Base Course (P-209) One Hundred Twenty Two _____ Dollars and Zero _____ Cents per Cubic Yard	\$ 122.00	\$ 988,200.00
16	1,400 SY	Scarify and Recompact Existing Aggregate Base Course (P-209) Five _____ Dollars and Zero _____ Cents per Square Yard	\$ 5.00	\$ 7,000.00
17	12,600 Tons	Asphalt Surface Course (P-401) One Hundred Ninety Six _____ Dollars and Zero _____ Cents per Ton	\$ 196.00	\$ 2,469,600.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
18	38 Tons	Emulsified Asphalt Prime Coat (P-602) <u>One Thousand</u> Dollars and <u>Zero</u> Cents per Ton	\$ <u>1,000.00</u>	\$ <u>38,000.00</u>
19	34 Tons	Emulsified Asphalt Tack Coat (P-603) <u>Nine Hundred</u> Dollars and <u>Zero</u> Cents per Ton	\$ <u>900.00</u>	\$ <u>30,600.00</u>
20	1,500 LF	Joint Sealing Filler – Reseal Existing Joints (P-605) <u>Five</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$ <u>5.00</u>	\$ <u>7,500.00</u>
21	1,550 SF	Surface Preparation – Marking Removal with Fog Seal (P-620) <u>Eight</u> Dollars and <u>Zero</u> Cents per Square Foot	\$ <u>8.00</u>	\$ <u>12,400.00</u>
22	29,500 SF	Marking (P-620) <u>Two</u> Dollars and <u>Zero</u> Cents per Square Foot	\$ <u>2.00</u>	\$ <u>59,000.00</u>
23	2,600 Lbs.	Reflective Media (P-620) <u>Five</u> Dollars and <u>Zero</u> Cents per Pound	\$ <u>5.00</u>	\$ <u>13,000.00</u>

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
24	28,000 SY	Grooving (P-621) Five Dollars and Zero Cents per Square Yard	\$ 5.00	\$ 140,000.00
25	128 LF	12-inch High-Density Polyethylene (HDPE) Pipe (D-701) One Hundred Dollars and Zero Cents per Linear Foot	\$ 100.00	\$ 12,800.00
26	4 EA	12-inch Plastic Flared End Sections (D-701) One Thousand Five Hundred Dollars and Zero Cents per Each	\$ 1,500.00	\$ 6,000.00
27	5 Tons	Rip Rap (D-701) Five Hundred Dollars and Zero Cents per Ton	\$ 500.00	\$ 2,500.00
28	14,000 LF	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Conduit (L-108) Two Dollars and Ninety Four Cents per Linear Foot	\$ 2.94	\$ 41,160.00
29	12,000 LF	No. 2 AWG, Solid Bare Copper Counterpoise Wire, Installed Above Duct Bank or Conduit (L-108) Three Dollars and Sixty Cents per Linear Foot	\$ 3.60	\$ 43,200.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
30	12,350 LF	No. 6 AWG, Stranded THWN-2 Equipment Ground, Installed in Conduit (L-108) Two Dollars and Eighty Cents per Linear Foot	\$ 2.80	\$ 34,580.00
31	1 LS	Installation of Equipment Within Existing Vault, in Place (L-109) Twenty Five Thousand Nine Hundred Dollars and Zero Cents Lump Sum	Lump Sum	\$ 25,900.00
32	8,650 LF	Non-Encased Electrical Conduit - 1-way, 2-inch (L-110) Twenty Six Dollars and Zero Cents per Linear Foot	\$ 26.00	\$ 224,900.00
33	1,100 LF	Concrete Encased Electrical Conduit - 1-way, 2-inch (L-110) Forty Nine Dollars and Fifty Cents per Linear Foot	\$ 49.50	\$ 54,450.00
34	535 LF	Concrete Encased Electrical Conduit - 2-way, 3-inch (L-110) Eighty Three Dollars and Zero Cents per Linear Foot	\$ 83.00	\$ 44,405.00
35	670 LF	Slurry Encased Duct Bank, 4-way/4-inch Communication and 4-way/4-inch Electrical Two Hundred Twenty Eight Dollars and Zero Cents per Linear Foot	\$ 228.00	\$ 152,760.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
36	550 LF	3-inch Directional Bore Electrical Conduit (L-110) Forty Nine _____ Dollars and Zero _____ Cents per Linear Foot	\$ 49.00	\$ 26,950.00
37	6 EA	Electrical Junction Structure L-867, Class 1, Size B, with Steel Lid and Concrete Collar (L-115) One Thousand Four Hundred _____ Dollars and Zero _____ Cents per Each	\$ 1,400.00	\$ 8,400.00
38	13 EA	Electrical Junction Structure L-867, Class 1, Size D, with Steel Lid and Concrete Collar (L-115) One Thousand Nine Hundred _____ Dollars and Zero _____ Cents per Each	\$ 1,900.00	\$ 24,700.00
39	3 EA	Electrical Junction Structure L-868, Class 1, Size B, with Steel Lid, Snow-Plow Ring and Concrete Collar (L-115) Two Thousand Three Hundred _____ Dollars and Zero _____ Cents per Each	\$ 2,300.00	\$ 6,900.00
40	6 EA	Electrical Junction Structure 2' x 3' (L-115) Eleven Thousand Four Hundred _____ Dollars and Zero _____ Cents per Each	\$ 11,400.00	\$ 68,400.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
41	1 LS	Electrical Demolition (L-125) Fifteen Thousand Dollars and Zero Cents Lump Sum	Lump Sum	\$ 15,000.00
42	29 EA	New Retroreflective Marker, L-853 (L-125) One Hundred Forty Dollars and Zero Cents per Each	\$ 140.00	\$ 4,060.00
43	39 EA	L-861 Runway Edge Lights on L-867 Base, Complete (L-125) One Thousand Six Hundred Dollars and Zero Cents per Each	\$ 1,600.00	\$ 62,400.00
44	24 EA	L-861E Runway Threshold Lights on L-867 Base, Complete (L-125) One Thousand Nine Hundred Forty Dollars and Zero Cents per Each	\$ 1,940.00	\$ 46,560.00
45	3 EA	L-850C Flush Mounted Runway Edge Lights on L-868 Base with Snow-Plow Ring, Complete (L-125) Five Thousand Seven Hundred Sixty Dollars and Zero Cents per Each	\$ 5,760.00	\$ 17,280.00
46	2 EA	L-861T Taxiway Edge Lights on L-867 Base, Complete (L-125) Three Thousand Seven Hundred Sixty Dollars and Zero Cents per Each	\$ 3,760.00	\$ 7,520.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
47	27 EA	New Solar Taxiway Edge Lights (L-125) <div> <div>Seven Hundred Seven</div> <div>Dollars</div> </div> <div> <div>and Zero</div> <div>Cents</div> </div> <div>per Each</div>	\$ 707.00	\$ 19,089.00
48	2 EA	Replace Existing L-830 Transformers and Lamps on Existing Signs, Size 1, Style 2, 2 Module (L-125) <div> <div>Five Hundred</div> <div>Dollars</div> </div> <div> <div>and Zero</div> <div>Cents</div> </div> <div>per Each</div>	\$ 500.00	\$ 7,000.00
49	2 EA	Replace Existing L-830 Transformers and Install LED Conversion on Existing Signs, Size 1, Style 2, 1 Module (L-125) <div> <div>One Thousand</div> <div>Dollars</div> </div> <div> <div>and Zero</div> <div>Cents</div> </div> <div>per Each</div>	\$ 1,000.00	\$ 6,000.00
50	2 EA	Replace Existing L-830 Transformers and Install LED Conversion on Existing Signs, Size 4, Style 2, 1 Module (L-125) <div> <div>Five Hundred</div> <div>Dollars</div> </div> <div> <div>and Zero</div> <div>Cents</div> </div> <div>per Each</div>	\$ 500.00	\$ 1,500.00
51	10 EA	Replace Existing L-830 Transformers and Install LED Conversion on Existing Signs, Size 1, Style 2, 2 Module (L-125) <div> <div>Five Hundred</div> <div>Dollars</div> </div> <div> <div>and Zero</div> <div>Cents</div> </div> <div>per Each</div>	\$ 500.00	\$ 5,000.00

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Item No.	Estimated Quantity	Item Description and Unit Price (written in words)	Unit Price	Item Total
52	5 EA	Remove and Relocate Existing Lighted Guidance Sign on New Sign Pad, including New Transformer and LED Conversion, Size 1, Style 2, 1 Module (L-125) Four Thousand Seven Hundred _____ Dollars and Zero _____ Cents per Each	\$ 4,700.00	\$ 23,500.00
53	1 EA	Remove and Relocate Existing Lighted Guidance Sign on New Sign Pad, including New Transformer and LED Conversion, Size 4, Style 2, 1 Module (L-125) Four Thousand Seven Hundred _____ Dollars and Zero _____ Cents per Each	\$ 4,700.00	\$ 4,700.00
54	3 EA	Furnish and Install New LED Guidance Sign on New Sign Pad, L-858Y, Size 1, Style 2, 2 Character, 1 Module (L-125) Five Thousand Eight Hundred _____ Dollars and Zero _____ Cents per Each	\$ 5,800.00	\$ 17,400.00
		TOTAL BID AMOUNT		\$ 6,502,502.00

Total Bid Amount in Words

Six Million Five Hundred Two Thousand Five Hundred Two Dollars.

NOTE:

In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

SUBMIT THIS SHEET AS PART OF YOUR BID

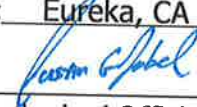
BID SCHEDULE
AIP No. 3-06-0262-046-2023

The undersigned certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this bid form, and the documents attached thereto, are true and correct and are made under penalty of perjury.

NAME OF FIRM Mercer-Fraser Company

ADDRESS: PO Box 1006

CITY, STATE ZIP: Eureka, CA 95502

BY: 
(Signature of Authorized Official)

NAME: Justin Zabel

TITLE: President

TELEPHONE NO. (707) 443-6371 EMAIL ADDRESS kking@mercfraser.com

DATE: 29 day of March, 2023

STATE IN WHICH INCORPORATED: California

CALIFORNIA CONTRACTOR'S LICENSE NO. 105709 A

IF FIRM IS A CORPORATION:

Name of Corporation: Mercer-Fraser Company

President: Justin Zabel

Secretary: Justin Zabel

Treasurer: Justin Zabel

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

MEMBERS OF FIRM IF PARTNERSHIP:

ADDRESS:

Acknowledgement of Receipt of Addenda

Acknowledgment is hereby made of receipt and incorporation of Addendum No. 1 through Addendum No. 2 into this Bid.

Initials of Above Signatory: _____



SUBMIT THIS SHEET AS PART OF YOUR BID

**TRUCKEE TAHOE AIRPORT DISTRICT
ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

NOTE: THIS DOCUMENT AND ALL SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID.

Truckee Tahoe Airport District required to monitor and report DBE participation. The District has set a DBE goal of 10 percent. Contractors are required to make a good faith effort to find and utilize DBE subcontractors. The contractor shall provide all information and reports required by the Truckee Tahoe Airport District and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Truckee Tahoe Airport District to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE firms will be required under the contract.

Attached hereto is a list of DBE firms to be utilized under the contract. Any substitutions of DBE firms shall comply with provisions of the contract. By executing this assurance, the Contractor expressly agrees and commits to utilize the identified DBE firms to meet Truckee Tahoe Airport District's 10% DBE participation goal.

If the Contractor cannot meet the DBE goal, Contractor must submit with this document evidence of good faith efforts undertaken by the Contractor to meet the DBE project goal (as described in appendix A to 49 CFR part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE firm quote submitted to the Contractor when a non-DBE firm was selected over a DBE for work on the contract.

In addition, Contractors must have each DBE firm submit the attached "DBE Subcontractor Attestation," and Contractors must submit **each** signed attestation with this document.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

By:



Title:

Justin Zabel, President

Company:

Mercer-Fraser Company

SUBMIT THIS SHEET AS PART OF YOUR BID

TRUCKEE TAHOE AIRPORT DISTRICT
DBE PARTICIPATION LIST

Submitted by: Mercer-Fraser Company

NAME AND ADDRESS OF DBE FIRM	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF SUBCONTRACTED WORK	\$ VALUE	* \$ VALUE TOWARDS GOAL	% OF TOTAL CONTRACT VALUE
Black Diamond Asphalt 118 Main Street Vacaville, CA 95688	Allison Ragan (707) 448-9402	Furnish & Supply AC Oil	\$682,299.75	\$409,379.85	6.29
Robinson Sweeping, Inc. PO Box 123 Stevinson, CA 95374	Jennifer Robinson (209) 489-4007	Sweeping Services	\$56,900.00	\$56,900.00	0.87
Sierra Geotech DBE Inc. 4470 Yankee Hill Rd., Ste 110 Rocklin, CA 95677	Mike Kosakowski (760) 985-9988	Quality Control Field Inspection, Materials and Laboratory Testing Services	\$102,135.00	\$102,135.00	1.57
Surface Prep & Maintenance 4430 Bennier Ln. Reno NV, 89512	Kevin Warren (775) 823-7882	Trucking Services	\$190,950.00	\$190,950.00	2.93

* 100% for DBE subcontractors and manufacturers, 60% for DBE suppliers (regular dealers)

SUBMIT THIS SHEET AS PART OF YOUR BID

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor certifies that Contractor is fully qualified to perform such work.

Portion of Work	Percent of Total Contract	Subcontractor	Address	License No.*	DIR No.
24-100% Grooving	2.04	Sam Rhoades Inc.	PO Box 304 Greenwood, CA 95635	1095784	1000015660
11-100% FDR	0.56	Pavement Recycling Systems, Inc.	2150 Bell Ave, Ste. 125 Sacramento, CA 95838	569352	1000003363
28-54; all items 100% for Electrical	16.27	Studebaker Electric Inc.	3237 Rippey Rd. Ste. 100 Loomis, CA 95650	957296	1000003360
21-23; 100% all items, Surface Prep, Marking, Reflective Media	1.15	Centerline Striping	9847 Dino Drive Elk Grove, CA 95624	499345	1000004030

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

By 
(Bidder's Signature) Justin Zabel, President

*An inadvertent error in California Contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the District by the prime contractor within 24 hours of the bid opening.

SUBMIT THIS SHEET AS PART OF YOUR BID

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

***Please see attached pages**

1. Project Name: _____
 Owner: _____
 Construction Cost: _____
 Construction Time: _____ Calendar Days
 Owner's Representative: _____
 Owner's Telephone No.: () _____
 Date of substantial or final completion: _____
2. Project Name: _____
 Owner: _____
 Construction Cost: _____
 Construction Time: _____ Calendar Days
 Owner's Representative: _____
 Owner's Telephone No.: () _____
 Date of substantial or final completion: _____
3. Project Name: _____
 Owner: _____
 Construction Cost: _____
 Construction Time: _____ Calendar Days
 Owner's Representative: _____
 Owner's Telephone No.: () _____
 Date of substantial or final completion: _____

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

4. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
5. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
6. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____
7. Project Name: _____
Owner: _____
Construction Cost: _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No.: (____) _____
Date of substantial or final completion: _____

SUBMIT THIS SHEET AS PART OF YOUR BID

Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Round Valley Airport Runway Rehabilitation-Phase 1
- B. Location: Covelo, CA
- C. Owner: County of Mendocino
- D. Owner Contact: Bob Morgan (707) 463-6363
- E. Architect or Engineer: Mead & Hunt, Inc.
- F. Architect or Engineer Contact: Robert Casagrande
- G. Construction Manager on behalf of Owner: Robert Casagrande
- H. Description of Project, Scope of Work Performed: Runway Rehabilitation, MIRL System Rehabilitation, Pavement Marking
- I. Initial Contract Value: \$974,110.00
- J. Final Cost of Construction: \$1,034,965.96
- K. Original Scheduled Completion Date: October 2009
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: October 2009
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502
707.443.6371

Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Eureka-Arcata Airport Runway Safety Improvements
- B. Location: McKinleyville, CA
- C. Owner: County of Humboldt
- D. Owner Contact: Jackie Hulsey, Airport Manager (707) 496-5566
- E. Architect or Engineer: Mead & Hunt, Inc.
- F. Architect or Engineer Contact: Jeff Leonard (707) 526-5010
- G. Construction Manager on behalf of Owner: Jeff Smith
- H. Description of Project, Scope of Work Performed: 34,000 Tons Engineered Fill; 6,500 Tons Aggregate Base; 8,400 Tons Asphalt; 1,400 LF Storm Drain; Electrical Approach System
- I. Initial Contract Value: \$4,252,573.00
- J. Final Cost of Construction: \$4,334,135.88
- K. Original Scheduled Completion Date: February 2011
- L. Time Extensions Granted: 0
- M. Actual Date of Completion: November 2010
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502
707.443.6371

Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Arcata-Eureka Airport Runway 32 Departure End Engineered Material Arresting System (EMAS) Installation
- B. Location: McKinleyville, CA
- C. Owner: County of Humboldt Department of Public Works
- D. Owner Contact: Tom Mattson (707) 445-7493
- E. Architect or Engineer: Mead & Hunt, Inc.
- F. Architect or Engineer Contact: Jeff Leonard (707) 526-5010
- G. Construction Manager on behalf of Owner: Jeff Smith
- H. Description of Project, Scope of Work Performed: Install EMAS
- I. Initial Contract Value: \$179,000.00
- J. Final Cost of Construction: \$188,451.56
- K. Original Scheduled Completion Date: October 2010
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: October 2010
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

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Eureka, CA 95502
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Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Garberville Airport and Rohnerville Airport AWOS
- B. Location: Garberville, CA and Fortuna, CA
- C. Owner: County of Humboldt Department of Public Works
- D. Owner Contact: Tom Mattson (707) 445-7493; Jackie Hulsey (707) 496-5566
- E. Architect or Engineer:
- F. Architect or Engineer Contact:
- G. Construction Manager on behalf of Owner: Jeff Smith
- H. Description of Project, Scope of Work Performed: Install AWOS
- I. Initial Contract Value: \$437,205.00
- J. Final Cost of Construction: \$380,263.50
- K. Original Scheduled Completion Date: September 2011
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: August 2011
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

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Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Shelter Cove Airport Pavement Rehabilitation
- B. Location: Shelter Cove, AC
- C. Owner: Humboldt County Resort Improvement District #1
- D. Owner Contact: Richard Culp (707) 986-7447
- E. Architect or Engineer: Mead & Hunt, Inc
- F. Architect or Engineer Contact: Jeff Leonard (707) 526-5010
- G. Construction Manager on behalf of Owner: Richard Culp
- H. Description of Project, Scope of Work Performed: Overlay and Slurry Runway, Taxiway and Misc Areas, Restripe Pavements
- I. Initial Contract Value: \$486,885.00
- J. Final Cost of Construction: \$542,576.59
- K. Original Scheduled Completion Date: November 2011
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: November 2011
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

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Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Arcata-Eureka Airport-Phase 1 Site and Civil Improvements for Aircraft Rescue and Fire Fighting Facility
- B. Location: McKinleyville, CA
- C. Owner: County of Humboldt Department of Public Works-Aviation Division
- D. Owner Contact: Tom Mattson (707) 445-7493
- E. Architect or Engineer: Mead & Hunt, Inc.
- F. Architect or Engineer Contact: Jeff Leonard (707) 526-5010
- G. Construction Manager on behalf of Owner: Jeff Smith
- H. Description of Project, Scope of Work Performed: Site and Civil Improvements for ARFF Facility
- I. Initial Contract Value: \$1,890,758.00
- J. Final Cost of Construction: \$1,907,633.00
- K. Original Scheduled Completion Date: May 2014
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: 4/24/14
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

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707.443.6371

Section 20-02 Experience & Qualifications
Truckee Tahoe Airport District
Reconstruct Runway 2-20 with Airfield Marking & Lighting

Past Experience:

- A. Project Name: Murray Field Wildlife Exclusion Fence
- B. Location: Eureka, CA
- C. Owner: County of Humboldt Department of Public Works
- D. Owner Contact: Tom Mattson (707) 445-7493
- E. Architect or Engineer: Reynolds, Smith & Hills, Inc.
- F. Architect or Engineer Contact: Greg
- G. Construction Manager on behalf of Owner: Jeff Smith
- H. Description of Project, Scope of Work Performed: Installation of Exclusion Fence, LED Obstruction Lights
- I. Initial Contract Value: \$408,215.00
- J. Final Cost of Construction: \$407,974.50
- K. Original Scheduled Completion Date: January 2014
- L. Time Extensions Granted: N/A
- M. Actual Date of Completion: January 2014
- N. Number and amount of Stop Notices or Mechanic's Liens filed: 0
- O. Amount of liquidated damages assessed against Contractor: \$0.00
- P. Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner: N/A

Mercer-Fraser Company

PO Box 1006
Eureka, CA 95502
707.443.6371

ADDENDUM NO. 1

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

<u>CAT 321 Excavator</u>	<u>ROADTEC SB2500E Shuttle Buggy</u>
<u>CAT 430 Backhoe</u>	<u>Tack Truck</u>
<u>CASE 531 Skip Loader</u>	<u>CAT 140H Motor Grader</u>
<u>2-CAT CB64 Rollers</u>	<u>Skid Steer</u>
<u>CAT CB66 Roller</u>	<u>IR Compactor</u>
<u>CR562 Paver</u>	<u>Pickups & Service Trucks</u>

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

<u>Name</u>	<u>Job Responsibility</u>
<u>Mark Benzinger</u>	<u>Vice President</u>
<u>Kody King</u>	<u>Project Manager</u>
<u>Danny King</u>	<u>Superintendent</u>
<u>Jeff Joiner</u>	<u>Paving Foreman</u>
<u>Aaron Partelow</u>	<u>Underground Foreman</u>
<u>Leonard Anderson</u>	<u>Foreman & Grade Setter</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Mercer-Fraser Company
Name of Bidder

105709 A
Contractor's License No.


Signature of Bidder

Justin Zabel, President
Title of Signator

3/29/23

Date

SUBMIT THIS SHEET AS PART OF YOUR BID

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☒ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Signature



Mercer-Fraser Company
(Name of Bidder)

3/29/23
Date

Justin Zabel, President
(Name & Title of Signing Official)

Business Address PO Box 1006 Eureka, CA 95502

SUBMIT THIS SHEET AS PART OF YOUR BID

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Justin Zabel, President

Name and Title of Signer (Please type)



Signature

3/29/23

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 3/29/23

SIGNED BY



Justin Zabel, President

SUBMIT THIS SHEET AS PART OF YOUR BID

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE 3/29/23

SIGNED BY



Justin Zabel, President

SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATE OF BUY AMERICAN COMPLIANCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

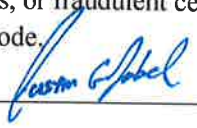
- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/29/23
Date
Mercer-Fraser Company
Company Name


Signature
Justin Zabel, President
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR
PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

3/29/23
Date

Mercer-Fraser Company
Company Name


Signature

Justin Zabel, President
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE 3/29/23

SIGNED BY



Justin Zabel, President

SUBMIT THIS SHEET AS PART OF YOUR BID

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note


If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

3/29/23
Date
Mercer-Fraser Company
Company Name


Signature
Justin Zabel, President
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

NON-COLLUSION AFFIDAVIT
(To be executed by Bidder and Submitted with Bid)

State of California
County of Humboldt

Justin Zabel, being first duly sworn, deposes and says that he or she is President of Mercer-Fraser Company, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

DATE 3/29/23 SIGNED BY 

SUBMIT THIS SHEET AS PART OF YOUR BID

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**RECONSTRUCT RUNWAY 2-20 WITH AIRFIELD MARKING AND LIGHTING
("Project" or "Contract")**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's total bid is less than one million dollars (\$1,000,000).

OR

☒ 2. Bidder's total bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's total bid one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 3/29/23

SIGNED BY



Justin Zabel, President

SUBMIT THIS SHEET AS PART OF YOUR BID

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mercer-Fraser Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Truckee Tahoe Airport District, State of California, (hereinafter called "District") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Bid Amount

(\$ 10% of Bid Amount). The condition of this obligation is such that a bid to District for certain construction specifically described as follows, for which bids are to be opened on March 29, 2023, has been submitted by Principal to District:

(Copy here the exact description of work, including location, from bid form):

Reconstruct Runway 2-20 with Airfield Marking & Lighting at Truckee Tahoe Airport 10356
Truckee Airport Road Truckee, CA 96161

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred eighty (180) days after said opening, and shall within the period specified therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him/her for signature, enter into a written contract with District, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by District and Judgment is recovered, then Surety shall pay all costs incurred by District in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 1

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 23rd
day of March, 2023.

Liberty Mutual Insurance Company (SEAL)

Jon R. Sullivan (SEAL)

Jon Richard Sullivan, Attorney-in-Fact (SEAL)

SURETY

Mercer-Fraser Company (SEAL)

Justin Zabel (SEAL)

Justin Zabel, President (SEAL)

PRINCIPAL

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

SUBMIT THIS SHEET AS PART OF YOUR BID

ACKNOWLEDGMENT

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 Marin)

On March 23, 2023 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan,
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  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8204910-024088**

POWER OF ATTORNEY

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, Emmalyn Nichols; Jon Richard Sullivan; Karen Rhodes; Susan J. McGowan; Tammy Bates

all of the city of Novato state of CA 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 24th day of February, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of February, 2021 before me personally appeared David M. Carey, 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 King of Prussia, 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, 2025
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 David M. Carey, 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 March, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**WRITTEN CONSENT
OF THE SOLE DIRECTOR TO ACTION
TAKEN WITHOUT MEETING
OF
MERCER-FRASER COMPANY**

The sole director of Mercer-Fraser Company, a California corporation (the "Corporation"), in accordance with California Corporations Code § 7211(b), hereby consents to the following resolutions as acts of the Corporation:

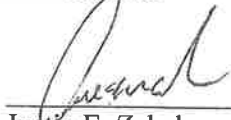
RESOLVED: That each of the following persons are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's business with respect to the submission and execution of corporate documents, agreements, construction project bids, bid proposals, bid addenda and all other bid related documents prepared and submitted on behalf of Mercer-Fraser Company relating to any and all domestic construction projects arising out of the company's operations:

**Justin E. Zabel, President & CEO
Mark W. Benzinger, Vice-President**

The undersigned, being the sole Director of the Corporation, by signing this consent, waives notice of the time, place, and purpose of a meeting of the sole Director, and consents to the transaction of business and the foregoing resolutions by written consent of the sole Director in lieu of a special meeting noticed and called for each purpose.

DATED: this 6th day of July 2017.

Sole Director



Justin E. Zabel

[Home](#)



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 105709

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 12/19/2022 2:06:11 PM

Business Information

MERCER FRASER COMPANY
P O BOX 1006
EUREKA, CA 95502
Entity Corporation
Issue Date 08/23/1948
Expire Date 01/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 6391279

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JUSTIN EDWARD ZABEL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/20/2010

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: UB3T497250

Effective Date: 04/01/2022

Expire Date: 04/01/2023

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name
MERCER-FRASER COMPANY

Legal Entity Type
Corporation

Status
Active

Registration Number
1000009518

Registration effective date
7/1/2022

Registration expiration date
6/30/2025

Mailing Address
PO BOX 1006 EUREKA 95502 CA United States o...

Physical Address
200 DINSMORE DRIVE FORTUNA 95540 CA Unit...

Email Address

Trade Name/DBA

License Number(s)
CSLB:105709

Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/16/2017	6/30/2018
6/7/2016	6/30/2017
7/1/2015	6/30/2016
2/12/2015	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Justin Zabel

Vice President Name:

Mark Benzinger

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Justin Zabel

Agent of Service Mailing Address:

200 Dinsmore Dr. Fortuna 95540 CA United States of America

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?: