BIDDER'S NAME: Orion Marine Contractors, Inc.

PROJECT TITLE: TRU-GRIT REMEDIAL ACTION (PARCEL 115)

The undersigned Bidder declares that it has read the Contract Documents (including documents provided by reference), understands the conditions under which the Work will be performed, has examined the Project site, and has determined for itself all situations affecting the Work herein Bid upon. Bidder proposes and agrees, if this Bid is accepted, to provide at Bidder's own expense, all labor, machinery, tools, materials, etc., including all Work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the Bidder will complete the Work within the time stated, and that Bidder will accept in full the lump sum or unit price(s) set forth below:

ITEM NO.	DESCRIPTION OF ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE (QTY. x UNIT PRICE)
1	Mobilization and Demobilization	1	LS	972,000.00	972,000.00
2	Project Administration	1	LS	185,000.00	185,000.00
3	Fleld Engineering	1	LS	75,000.00	75,000.00
4	Dredging and Transload	14,500	CY	150.00	2,175,000.00
5	Sediment Dewatering / Stabilization	14,500	CY	25.00	362,500.00
6	Waste Water Management / Treatment	1	LS	200,000.00	200,000.00
7	Transport for Disposal	22,500	TN	185.00	4,162,500.00
8	Residuals Management Cover	6,500	TN	110.00	715,000.00
9	Dredge Debris Allowance	1	LS	$10,000	$10,000
10	Dredging Standby	4	Days	20,000.00	80,000.00

TOTAL BID AMOUNT	8,937,000.00
10.5% WASHINGTON STATE SALES TAX (WSST) ON BASE BID SUBTOTAL	938,385.00
BID TOTAL (WITH WSST)	9,875,385.00

Note: Show prices in figures only.

Evaluation of Bids. In accordance with the provisions of the Contract Documents, Bids will be evaluated to determine the lowest Base Bid Subtotal offered by a responsible Bidder submitting a responsive Bid.

Schedule of Unit Prices. The unit prices are proposed to apply only in the event of additions to, or deletions from, the work required and ordered. All prices shall include complete installation without Washington State Sales Tax. The bidder shall propose a price for each item; failure to propose a price for each item may render the bid non-responsive. The Port reserves the right to accept or reject the unit prices proposed.

Principal Subcontractors/Suppliers. For Bids greater than one million ($1,000,000) dollars, the Bidder shall list below the name of each subcontractor or supplier to whom the Bidder proposes to subcontract the portions of the work listed below, or name itself for the work, in accordance with RCW 39.30.060.

Work to be preformed	License Number	Name of Firm
HVAC (Heating, Ventilation, and Air Conditioning) Work		n/a
Plumbing Work		n/a
Electrical Work		n/a
Structural Steel Installation		n/a
Rebar Installation		n/a

Non-Collusion Representation. The Bidder declares under penalty of perjury that the Bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named; and further represents that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or encouraged any other person or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other bidder or bidders.

RCW 39.04.350 Certification. The Bidder represents and certifies, under penalty of perjury, that within the three- (3-) year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, nor through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, nor 49.52 RCW.

Addenda. Bidder acknowledges receipt and acceptance of all Addenda through No. 01 (Identify Last Addenda By Number)

Bid Security. A certified check, cashier's check, or other obligation of a bank, or a bid bond in substantially the form set forth in Section 00 43 13, Bid Security Form for at least five (5) percent of the Base Bid Subtotal, shall be submitted with this Bid.

Apprenticeship Requirements. For Bids greater than one million ($1,000,000) dollars, the apprentice labor hours required for this project are fifteen (15) percent of the total labor hours. The Bidder agrees to utilize this level of apprentice participation.

Orion Marine Contractors, Inc.	November 04, 2026
Name of Firm	Date
B. Masten	Brian Masten, Senior Vice President
Signature	By Title
1010 S. 336th Street, Suite 202	Federal Way, WA 98003

Mailing Address	City, State Zip Code
253-552-1140	bmasten@orn.net
Telephone Number	Email Address
ORIONMC899N9	000-607972-00-0
WA State Contractor's License No.	Employment Security Department No.

Corporation

Identification of Bidder as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity

END OF SECTION

KNOW ALL MEN BY THESE PRESENTS:

That we, Orion Marine Contractors, Inc., as Principal, and Berkshire Hathaway Specialty Insurance Company, as Surety, are held and firmly bound unto the PORT OF TACOMA as Obligee, in the penal sum of Five Percent of the Base Bid (5% BB) Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these present.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for Tru-Grit Remedial Action (Parcel 115) Project No. 101652.01 | Procurement No. 062026-1038, according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 28th DAY OF October, 20 26

Orion Marine Contractors, Inc.

BY B. Masten

PRINCIPAL Brian Masten Sr. Vice President

Berkshire Hathaway Specialty Insurance Company

BY Vickie Lacy

SURETY Vickie Lacy, Attorney-in-Fact

McGriff, a Marsh Agency LLC Company

10100 Katy Freeway, Suite 400

Houston, TX 77043

AGENT AND ADDRESS

Note: Bidder may submit Surety's bid bond form, provided it is similar in substance, made out in the name of the Port of Tacoma, and that the agent's name and address appear as specified. Bonds containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.

END OF SECTION

65302

BHSI

BERKSHIRE HATHAWAY SPECIALTY INSURANCE

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Maria D. Zuniga, Marc W. Boots, Vickie Lacy, Richard Covington, Robert M. Verdin, Ryan Varela, Dylan Clark, Ashley Koletar, Stephanie Moore Harold, Ashley Coleman, Melanie Salinas** located at **10100 Katy Freeway, Suite 400 of the city of Houston, State of Texas** as their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such related writings obligatory in the nature thereof as described herein.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date 17th of September, 2025. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 17th day of September, 2025 before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

CAITLIN NICOLE BOYDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2029

_____
Notary Public

I, Ralph Tortorella III, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 28, 2026.

_____
Ralph Tortorella III, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 7th Floor, Boston, MA 02110 | (770-625-2516) or by email at BHSIBonds@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

Notify us of a claim: 24-hour toll free number (855) 453-9675, email surety.notices@bhspecialty.com, fax (617)507-8259, or mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NOV 4 PM 1:46

Orion Marine Contractors, Inc.
1010 South 336th St, Suite 202 – Federal Way, WA. 98003

Port of Tacoma
One Sitcum Plaza
Tacoma, WA 98421

Tru-Grit Remedial Action (Parcel 115)
Project No. 101652.01

Enclosed: Bid documents

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