



# PROPOSAL

## TO SAN JUAN COUNTY PUBLIC WORKS

THIS CERTIFIES THAT THE UNDERSIGNED HAS EXAMINED THE LOCATION OF

### BEAVERTON VALLEY ROAD CULVERT REPLACEMENT

AND THAT THE PLANS, SPECIFICATIONS AND CONTRACT GOVERNING THE WORK EMBRACED IN THIS IMPROVEMENT, AND THE METHOD BY WHICH PAYMENT WILL BE MADE FOR SAID WORK IS UNDERSTOOD. THE UNDERSIGNED HEREBY PROPOSES TO UNDERTAKE AND COMPLETE THE WORK EMBRACED IN THIS IMPROVEMENT, OR AS MUCH THEREOF AS CAN BE COMPLETED WITH THE MONEY AVAILABLE IN ACCORDANCE WITH THE SAID PLANS, SPECIFICATIONS AND CONTRACT, AND THE FOLLOWING SCHEDULE OF RATES AND PRICES:

(NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND TOTAL AMOUNT OF BID SHALL BE SHOWN. ALL ENTRIES MUST BE TYPED OR ENTERED IN INK. SHOW PRICES IN FIGURES ONLY. FIGURES WRITTEN TO THE RIGHT OF THE DOT SHALL BE INTERPRETED AS CENTS.)

ITEM NO.	SPEC.	PLAN QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
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#### DIVISION 1 GENERAL REQUIREMENTS

1	1-07.15(1)	LUMP SUM	SPCC PLAN <i>(Minimum Bid S.P. 1-02.6)</i>	LUMP SUM	• <i>(\$500.00 Minimum)</i>
2	1-09.7	LUMP SUM	MOBILIZATION	LUMP SUM	•
3	1-10.5(1)	LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL <i>(Minimum Bid S.P. 1-02.6)</i>	LUMP SUM	• <i>(\$2,500.00 Minimum)</i>

#### DIVISION 2 EARTHWORK

4	2-01.5	ESTIMATE	ROADSIDE CLEANUP	EST.	5,000 • 00
5	2-02.5	LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	•
6	2-09.5	250 CU. YD.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	AT • PER CU. YD.	•
7	2-09.5	565 SQ. FT.	SHORING OR EXTRA EXCAVATION CLASS B	AT • PER SQ. FT.	•

ITEM NO.	SPEC.	PLAN QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
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**DIVISION 4 BASES**

8	4-04.5	460 TON	CRUSHED SURFACING BASE COURSE	AT PER TON	.
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**DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, & CONDUITS**

9	7-02.5	60 LIN. FT.	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 48 IN DIA.	AT PER LIN. FT.	.
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**DIVISION 8 MISCELLANEOUS CONSTRUCTION**

10	8-01.5	ESTIMATE	EROSION/WATER POLLUTION CONTROL	EST.	1,000 • 00
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CONTRACT TOTAL:	.
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**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



## Signature Page and Contractor Certification

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements contained herein for the **Beaverton Valley Road Culvert Replacement** project. In addition, the bidder hereby certifies under penalty of perjury under the laws of the State of Washington identified that, within the three-year period immediately preceding the bid solicitation date (May 6, 2022), the bidder is not a “willful violator,” as defined in RCW 49.48.082, of any provision of RCW chapters 49.46, 49.48, or 49.52, as determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I hereby certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, to the best of my knowledge and belief.

### Proposal Must be Signed

→ Signature \_\_\_\_\_

Full Name, Title \_\_\_\_\_

Date \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Federal EIN \_\_\_\_\_ WA State UBI No. \_\_\_\_\_

### Note:

- (1) This proposal form is not transferable, and alteration of the firm’s name entered hereon without prior permission from San Juan County will be cause for considering the proposal irregular, and subsequent rejection of the bid.
- (2) San Juan County reserves the right to accept or reject any or all Bids in the best interest of the County. Bids will be subject to review and compliance with specifications.
- (3) All local, state and federal laws shall be adhered to.

**Note:**

**The following contract forms are  
for informational purposes only.**

**Do not submit these forms  
with your bid.**

**The contract will be  
executed upon award.**

**SMALL WORKS CONTRACT  
BEAVERTON VALLEY ROAD CULVERT REPLACEMENT – CRP No. 011302**

This Agreement is made between SAN JUAN COUNTY, a political subdivision of the state of Washington, hereafter referred to as "County," and \_\_\_\_\_, hereafter referred to as "Contractor."

In consideration of the terms, conditions, covenants and performance contained in this contract, the parties agree as follows:

1. The Contractor agrees to furnish all equipment, material, and labor for replacement of a storm culvert on Beaverton Valley Road, on San Juan Island, WA, in accordance with its proposal dated \_\_\_\_\_, for a sum not to exceed \$ \_\_\_\_\_, and to perform that work strictly in accordance with the drawings, specifications, requirements, bid documents, and general notes on file in the San Juan County **Public Works** Department.

2. The Contractor's proposal, and contract documents, all of which are on file in the office of the San Juan County **Public Works** Department, shall constitute a part of this contract and are by this reference incorporated and made a part of this contract as though fully set forth. Each of the parties expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. The Contractor shall indemnify, defend and hold the County and its agents harmless against and from all claims, demands, injury, damages, or causes of action arising out of or in any way referable to the work, or arising out of any act or omission of the Contractor, its officers, agents and employees. This includes negligence on the part of the Contractor and the Contractor's officers, agents and employees based on violation of any code or regulation.

4. The Contractor shall indemnify the County against all tort liabilities and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, worker's compensation, social security and income tax laws, for himself and any employees of the Contractor.

5. The Contractor shall not assign its rights and duties under any portion of this Contract without the written consent of the **Public Works** Director. Consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

6. The County agrees to pay for the performance of the Contractor's work at the time and in the manner provided in the specifications.

7. The Contractor agrees to commence work within ten (10) days of notice to proceed and to complete the work as set forth in the specifications and provisions, following receipt of Notice to Proceed. If the work is not completed within that time, the Contractor agrees to pay to the County compensation for liquidated damages per Section 1-08.9 of the Washington State Department of Transportation's *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 Edition as amended ("WSDOT Specifications 2022"), for each and every calendar day the work remains uncompleted after expiration of the time specified.

8. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

9. The duration of this contract will be for the period beginning on the final execution date of this Agreement and ending on \_\_\_\_\_.

10. **Prevailing Wages:** The work provided under this Agreement is subject to the minimum wage requirements of RCW 39.12. Prior to beginning work under this Agreement, the Contractor shall demonstrate compliance with or exemption from the training requirements of RCW 39.04.350 and file its Statement of Intent to Pay Prevailing Wages with the Washington State Department of Labor and Industries (L&I). In the event the Contractor employs any person in the performance of this Agreement, the Contractor shall file an Affidavit of Wages Paid as required under RCW 39.12. If employing labor in a class not listed by L&I, the Contractor shall request a determination of the correct wage rate for that class from the L&I Industrial Statistician. All submitted invoices must conform to the prevailing wage requirements set out in RCW 39.12.040(1).

11. **Insurance:** The Contractor will carry and maintain throughout the period of the Agreement comprehensive general liability insurance in the amount of \$1,000,000, or if greater, to the limit of the policy to cover all classifications of work contemplated herein, and will also carry and maintain auto liability insurance within the limits of \$1,000,000 for each person and for each occurrence. Certificates demonstrating insurance coverage shall be furnished to the County within fifteen (15) days of the execution of this Agreement. Maintenance of such insurance is a condition precedent to the compensation of the Contractor. The Contractor shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. This insurance must be primary and non-contributory.

12. Electronic Signatures: A copy of this Agreement signed electronically and transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect, for all purposes, as a manually executed original hard copy.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**[BUSINESS ENTITY NAME]**  
[INSERT NAME]  
[INSERT TITLE]

**SAN JUAN COUNTY PUBLIC WORKS**  
Colin F. Huntemer  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY**  
Randall K. Gaylord  
San Juan County Prosecuting Attorney

**FINAL APPROVAL**  
Michael J. Thomas  
County Manager

\_\_\_\_\_  
Date



**PUBLIC WORKS PERFORMANCE BOND**  
**to San Juan County, WA**

Bond No. \_\_\_\_\_

San Juan County, Washington, (County) has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as BEAVERTON VALLEY ROAD CULVERT REPLACEMENT, Project No. 0113020, in San Juan County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Surety Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Local office/agent of Surety Company:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_



**PUBLIC WORKS PAYMENT BOND**  
**to San Juan County, WA**

Bond No. \_\_\_\_\_

San Juan County, Washington, (County) has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as BEAVERTON VALLEY ROAD CULVERT REPLACEMENT, Project No. 0113020, in San Juan County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to \_\_\_\_\_, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Local office/agent of Surety Company:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_