



# Proposal for Bidding Purposes

**For Construction of:**

**Mackaye Harbor Boat Ramp Shoreline Restoration  
Project Number: MP03200**

**San Juan County  
Department of Environmental Stewardship**

**May 2022**

**Note: All pages herein must be returned with the bid.**

**Missing pages may subject your bid to rejection.**

**Notarized original bid bond must be submitted in hard  
copy, with scanned copy in emailed bid submission.**



# PROPOSAL

**TO: SAN JUAN COUNTY DEPARTMENT OF ENVIRONMENTAL STEWARDSHIP**

THIS CERTIFIES THAT THE UNDERSIGNED HAS EXAMINED THE LOCATION OF  
**Mackaye Harbor Boat Ramp Shoreline Restoration Project**

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.	WSDOT Std Specs / Project Specs	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>Spill Prevention, Control, and Countermeasures</i> ) <i>Minimum Bid, Special Provisions 1-02.6</i>	LUMP SUM	• <i>(\$1,000.00 Minimum)</i>
2	1-09.7	LUMP SUM	MOBILIZATION <i>(OPT. BARGE COST: \$_____)*</i>	LUMP SUM	•
3	1-14 / 4.3	LUMP SUM	CONSTRUCTION SURVEYING / STAKING	LUMP SUM	•
4	1-04.11	LUMP SUM	FINAL CLEANUP	LUMP SUM	•

**DIVISION 2 EARTHWORK**

5	2-01.5 / 5.3-5.4	LUMP SUM	CLEARING AND GRUBBING <i>(STOCKPILE LOGS FROM WORK AREA)</i>	LUMP SUM	•
6	5.5	325 CY	REMOVAL OF DENSE ROCK COVER	AT • PER CY	•
7	5.5	625 CY	REMOVAL OF ROCK REVETMENT <i>(Inc ~135 CY of Reuse Rock, see item #12)</i>	AT • PER CY	•
8	5.5	15 CY	REMOVAL OF SCATTERED ROCK	AT • PER CY	•
9	5.6	240 CY	BANK EXCAVATION (FILL PLACED ON BEACH)	LUMP SUM	•

*\* If barge is proposed for transporting materials and equipment, barge cost shall be entered in this space and the cost included in the total amount for MOBILIZATION.*

ITEM NO.	WSDOT Std Specs / Project Specs	PLAN QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
10	5.4	FIELD VERIFIED	DEBRIS HAUL-OUT	AT PER CY	FIELD VERIFIED BASED ON QUANTITY

**DIVISION 8 MISCELLANEOUS CONSTRUCTION**

11	8-01.3(1)	LUMP SUM	TESC PLAN ( <i>Temporary Erosion and Sediment Control</i> )	LUMP SUM	•
12	8-01.5 / 5.11	1,430 TONS	GRAVEL / SAND / COBBLE PLACEMENT	AT PER TON	•
13	8-24.5 / 5.7-5.10	50 LIN. FT.	REBUILD ROCKERY BY DOCK (use ~135 CY salvaged rock)	LUMP SUM	•

**DIVISION 9 MATERIALS**

14	9-03.11(2) / 3.5(b)	430 TONS	STREAMBED COBBLES ( <i>50% 4" and 50% 8", or 100% 6"</i> )	AT PER TON	•
15	9-03.12(5) / 3.5(c)	140 TONS	BEACH GRAVEL ( <i>GRAVEL BACKFILL FOR DRYWELLS</i> )	AT PER TON	•
16	3.5(d)	890 TONS	GRAVELLY SAND ( <i>530 TONS WDFW Fish Mix and 360 TONS Beach Gravel</i> )	AT PER TON	•

SUBTOTAL:	•
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SALES TAX: (8.3%)	•
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BID TOTAL:	•
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## Bid Guarantee

A proposal guarantee in the amount of five percent (5%) of the total bid for the **Mackaye Harbor Boat Ramp Shoreline Restoration** project, based upon the approximate estimate of quantities at the prices indicated on the attached Bid Proposal form and in the form as indicated below is attached hereto:

NOTE: Cash will NOT be accepted as a bid deposit.

- Cashier's Check            \_\_\_\_\_ Dollars
- Certified Check            (\$ \_\_\_\_\_) payable to the San Juan County  
Department of Environmental Stewardship
- Proposal Bond            In the amount of five percent (5%) of the total Bid Amount



# Proposal Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_  
of \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation  
duly organized under the laws of the state of \_\_\_\_\_ and authorized to do  
business in the State of Washington, as surety, are held and firmly bound unto San Juan County  
in the full and penal sum of five (5) percent of the total amount of the bid proposal of said  
principal for the work hereinafter described, for the payment of which, well and truly to be made,  
we bind our heirs, executors, administrators and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith  
submitting its proposal for the following public works construction project, to wit:

**Mackaye Harbor Boat Ramp Shoreline Restoration,**

said bid and proposal, by reference thereto, being made a part thereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract  
be awarded to said principal, and if said principal shall duly make and enter into and execute said  
contract and shall furnish bond as required by the State of Washington within a period of twenty  
(20) days from and after said award, exclusive of the day of such award, then this obligation shall  
be null and void; otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be  
signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)

## Certification of Compliance with Wage Payment Statutes:

The bidder hereby certifies that, within three (3)-years immediately preceding the bid solicitation date (May 12, 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.

## Non-Collusion Declaration:

The bidder, by signing the Proposal, hereby declares:

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.

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.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Legal Name, Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

State of Incorporation (if not a corporation, State where business entity was formed): \_\_\_\_\_



# Bid Proposal – Signature Page

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements contained herein for the **Mackaye Harbor Boat Ramp Shoreline Restoration** project.

Firm Legal Entity Name (and dba, if applicable) \_\_\_\_\_

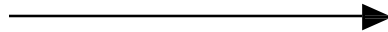
Federal EIN \_\_\_\_\_

State of Washington UBI No. \_\_\_\_\_

Address \_\_\_\_\_

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

**Proposal Must be Signed**



Signature \_\_\_\_\_

Full Name / Title \_\_\_\_\_

Date \_\_\_\_\_

**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**  
**[CONTRACT TITLE]**  
**[PROJECT NUMBER]**

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. Contractor agrees to furnish all equipment, material, and labor for \_\_\_\_\_ 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 and general notes on file in the San Juan County **Department of Environmental Stewardship**.

2. The Contractor's proposal, and contract documents, all of which are on file in the office of the San Juan County **Department of Environmental Stewardship**, 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 **Environmental Stewardship** 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. County agrees to pay for the performance of Contractor's work at the time and in the manner provided in the specifications.

7. 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 special provisions, following receipt of Notice to Proceed. If the work is not completed within that time, Contractor agrees to pay to the County compensation for liquidated damages per Section 1-08.9 of the Washington State Department of Transportation 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 date stated above 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 deliver to the County a signed statement of Intent to Pay Prevailing Wages as filed 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 Industrial Statistician, L&I. 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.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[COMPANY NAME]  
[INSERT NAME]  
[INSERT TITLE]

**SAN JUAN COUNTY DEPARTMENT OF ENVIRONMENTAL STEWARDSHIP**  
Kendra Smith  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

Reviewed By: SJCPA PA Date

\_\_\_\_\_  
Date

**PUBLIC WORKS CONTRACT 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 \_\_\_\_\_,  
Project No. \_\_\_\_\_,  
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 and a payment bond in accord with  
Title 38.08 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 Department, 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 contract bond shall become null and void, if and when both the following conditions have  
been fulfilled:

1. 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
2. the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in  
accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics,  
subcontractors, and materialmen, 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 Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW;

and if such performance and 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 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 changes, 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.

