



Proposal for Bidding Purposes

For Construction of:

**BAYHEAD CREEK CULVERT REPLACEMENT
AT KILLEBREW LAKE ROAD**

County Road Project Number: 0222040

**San Juan County
Public Works Department**

FEBRUARY 2023

**Note: All pages herein must be returned with the bid.
Missing pages may subject your bid to rejection.**



Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____ of _____ as principal, and the _____

_____ 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 the State of Washington 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, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

BAYHEAD CREEK CULVERT REPLACEMENT AT KILLEBREW LAKE ROAD – CRP No. 0222040

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

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 thereby 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)



PROPOSAL

TO SAN JUAN COUNTY PUBLIC WORKS

THIS CERTIFIES THAT THE UNDERSIGNED HAS EXAMINED THE LOCATION OF

BAYHEAD CREEK CULVERT REPLACEMENT AT KILLEBREW LAKE ROAD - CRP 0222040

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	1-05.4	LUMP SUM	CONTRACTOR SURVEYING	LUMP SUM	•
2	1-07.15(1)	LUMP SUM	SPCC PLAN	LUMP SUM	•
3	1-09.7	LUMP SUM	MOBILIZATION	LUMP SUM	•
4	1-10.5(1)	LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	•

DIVISION 2 EARTHWORK

5	2-01.5	LUMP SUM	CLEARING AND GRUBBING	LUMP SUM	•
6	2-01.5	EST.	ROADSIDE CLEANUP	ESTIMATE	7,500 • 00
7	2-02.5	LUMP SUM	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LUMP SUM	•
8	2-03.5	20 CU. YD.	CHANNEL EXCAVATION INCLUDING HAUL	AT • PER CU. YD.	•

ITEM NO.	SPEC.	PLAN QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
9	2-09.5	940 CU. YD.	STRUCTURE EXCAVATION CLASS A INCL. HAUL	AT • PER CU. YD.	•
10	2-09.5	LUMP SUM	SHORING OR EXTRA EXCAVATION CLASS A	LUMP SUM	•
11	2-09.5	90 CU. YD.	GRAVEL BACKFILL FOR WALLS	AT • PER CU. YD.	•
12	2-09.5	425 CU. YD.	GRAVEL BORROW	AT • PER CU. YD.	•
13	2-09.5	160 TONS	QUARRY SPALLS	AT • PER TON	•

DIVISION 4 BASES

14	4-04.5	280 TONS	CRUSHED SURFACING BASE COURSE (CSBC)	AT • PER TON	•
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DIVISION 5 SURFACE TREATMENTS & PAVEMENT

15	5-04.5	50 TONS	HOT MIX ASPHALT	AT • PER TON	•
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DIVISION 6 STRUCTURES

16	6-20.5	LUMP SUM	PRECAST CONCRETE SPLIT BOX CULVERT	LUMP SUM	•
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DIVISION 8 MISCELLANEOUS CONSTRUCTION

17	8-01.5	EST.	EROSION/WATER POLLUTION CONTROL	ESTIMATE	12,000 • 00
18	8-01.5	LUMP SUM	STREAM DIVERSION PLAN	LUMP SUM	•
19	8-01.5	100 SQ. YD.	BIODEGRADABLE EROSION CONTROL BLANKET	AT • PER SQ. YD.	•
20	8-01.5	LUMP SUM	SEEDING BY HAND	LUMP SUM	•

ITEM NO.	SPEC.	PLAN QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT	TOTAL AMOUNT
21	8-05.5	100 TONS	STREAMBED SEDIMENT	AT • PER TON	•
22	8-05.5	50 TONS	STREAMBED COBBLES (6")	AT • PER TON	•
23	8-05.5	50 TONS	STREAMBED COBBLES (10")	AT • PER TON	•
24	8-05.5	201 EACH	STREAMBED BOULDERS	AT • PER EACH	•
25	8-11.5	223 LIN. FT.	BEAM GUARDRAIL TYPE 31	AT • PER LIN. FT.	•
26	8-11.5	4 EACH	BEAM GUARDRAIL TYPE 10 TERMINAL	AT • PER EACH	•
27	8-15.5	280 TONS	LIGHT LOOSE RIPRAP	AT • PER TON	•
28	8-24.5	420 SQ. YD.	CONSTRUCTION GEOTEXTILE FOR SEPARATION	AT • PER SQ. YD.	•
29	8-24.5	250 SQ. YD.	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	AT • PER SQ. YD.	•

CONTRACT TOTAL:	•
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**Public Works Department
San Juan County**

Bid Proposal – Signature Page

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices 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 Public Works
- Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____

Signature of Authorized Official

PROPOSAL MUST BE SIGNED → Legal Name _____
 Signature _____ Date _____
 Firm Name _____

Address _____
 Street City State Zip

Phone Number _____ E-Mail _____

The following information is required per RCW 39.04.350:

_____ WA L&I Construction Contractor License Number	_____ WA Unified Business Identifier Number (UBI)
_____ WA L&I Industrial Insurance Account Number	_____ WA DOR B&O Excise Tax Number
_____ WA ESD Employment Security Reference Number	_____ Federal Employer Identification Number (EIN)

Note:

- (1) This proposal form is not transferable, and alteration of the firm’s name entered hereon without prior permission from Contracting Agency will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the Standard Specifications for the preparation of this proposal.

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.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.C. 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."

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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.**

**SAN JUAN COUNTY CONTRACT FOR A PUBLIC WORKS PROJECT
Bayhead Creek Culvert Replacement at Killebrew Lake Road
CRP No. 0222040**

This Contract 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's Proposal; the Contract Provisions and Plans; all Addenda; (collectively "the Bidding Documents"); and the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction, 2022 Edition* as amended, ("WSDOT Specifications 2022") 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.

2. Contractor agrees to furnish all equipment, material, and labor for **Bayhead Creek Culvert Replacement at Killebrew Lake Road**, in accordance with its proposal dated _____, and attached as Exhibit A.

3. The County agrees to retain the Contractor to perform the work described in the Bidding Documents and agrees to pay for that work in accordance with the provisions of this Contract.

Dated this _____ day of _____, 20_____.

[CONTRACTOR'S BUSINESS NAME]
[Insert Name]
[Insert Title]

SAN JUAN COUNTY PUBLIC WORKS
Colin F. Huntemer
Director

Date

Date

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Amy S. Vira

FINAL APPROVAL
Michael J. Thomas
County Manager

Date

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 BAYHEAD CREEK CULVERT REPLACEMENT AT KILLEBREW LAKE ROAD, Project No. 0222040, 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 BAYHEAD CREEK CULVERT REPLACEMENT AT KILLEBREW LAKE ROAD, Project No. 0222040, 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 _____