

PROPOSAL

The Board of County Commissioners
Courthouse
Montesano, WA 98563

Gentlemen:

The undersigned hereby certify that _____ has examined the location of:

Keys Road Flood Protection, Phase I C-09889-46

and has read and thoroughly understands the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and 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 said plans, specifications and contract, and the following schedule of rates and prices. The contract shall be awarded on the basis of lowest bid.

NOTE: Unit price for all items, all extensions, and total amount of bid shall be shown. Show unit prices and total price in figures.

SCHEDULE A				
ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Dollars)	TOTAL (Dollars)
1	LUMP SUM	MOBILIZATION	LUMP SUM	
2	LUMP SUM	TEMPORARY EROSION AND SEDIMENT CONTROL	LUMP SUM	
3	LUMP SUM	TEMPORARY CONSTRUCTION ACCESS AND STAGING	LUMP SUM	
4	LUMP SUM	SITE ISOLATION	LUMP SUM	
5	LUMP SUM	RELIEF CHANNEL RM 1.0	LUMP SUM	
6	7 EACH	TYPE 1 APEX ELJ		
7	1 EACH	TYPE 2 APEX ELJ		
8	9 EACH	TYPE 1 DEFLECTOR ELJ		
9	7 EACH	FLOODPLAIN ROUGHNESS TRIANGULAR ELJ		
10	6 EACH	TYPE 1 SETBACK REVETMENT ELJ		
11	12 EACH	TYPE 2 SETBACK REVETMENT ELJ		
12	LUMP SUM	BANK RIPRAP REMOVAL	LUMP SUM	
13	LUMP SUM	TEMPORARY SEEDING AND MULCHING	LUMP SUM	
			SCHEDULE A SUBTOTAL:	

SCHEDULE B-OPTIONAL ADDITIVE				
ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Dollars)	TOTAL (Dollars)
1	LUMP SUM	SITE ISOLATION FOR TIMER COMPLEX ELJ	LUMP SUM	
2	4 EACH	TIMBER COMPLEX ELJ		
			SCHEDULE B SUBTOTAL:	
			PROJECT TOTAL:	

The undersigned hereby agrees to pay to labor not less than the prevailing rate of wages in accordance with the requirements of the special provisions for this project.

A proposal guaranty in the 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:

\$ _____ Cash
 \$ _____ Cashier's Check payable to Grays Harbor County Treasurer
 \$ _____ Certified Check payable to Grays Harbor County Treasurer
 \$ _____ Proposal Bond payable to the Grays Harbor County Treasurer

Firm _____

 Signature of Authorized Official(s)

Dated this _____ day of _____, 2020.

Address of Bidder: _____
 (Principal Place of Business)

 (Telephone Number)

NOTE: Please refer to Section 1-02.6 of the Standard Specifications regarding "Preparation of Proposal".

Contractor's License and Date of Expiration

Expires: _____

Contractor's State Unified Business Identifier Number

Contractor's Industrial Insurance Number

Contractor's Employment Security Department Number

Contractor's State Excise Tax Registration Number

Receipt of Addendum Number(s) _____ is hereby acknowledged.

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 Grays Harbor County in the full penal sum of five percent (5%) 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, successors and assigns, firmly by these presents.

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

**Keys Road Flood Protection, Phase I
C-09889-46**

said bid and proposal, be 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 by Grays Harbor County Board of County Commissioners within a period of ten (10) 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 _____, 2020.

(Principal)

(Surety)

(Attorney-in-Fact)

**GRAYS HARBOR COUNTY
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 have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid 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

INDEMNITY AGREEMENT

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The Contractor, by signing this bid or proposal, agrees to indemnify and hold harmless Grays Harbor County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorney's fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of Grays Harbor County.

In any situation where the damage, loss, or injury is caused by the concurrent negligence of the Contractor or its agents and employees and Grays Harbor County or its agents or employees, then the Contractor expressly and specifically agrees to hold Grays Harbor County harmless to the extent of the contractor's or its agent's and employee's concurrent negligence.

The Contractor specifically waives its immunity under Title 51 RCW (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims files by and/or injuries to the Contractor's and Subcontractor's own employees.

In the event of litigation between the parties to enforce the rights under this paragraph, Grays Harbor County shall be entitled to attorney's fee and all other costs incurred in establishing its rights.

THE CONTRACTOR HEREBY CERTIFIES THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

I am deemed to have signed and have agreed to the provisions of this declaration by signing the signature page of this proposal.