

# **PROPOSAL FOR BIDDING PURPOSES**

**For Construction of:**

**BITUMINOUS SURFACE TREATMENT  
SEAL COAT 3/8" - #10 - 2015**

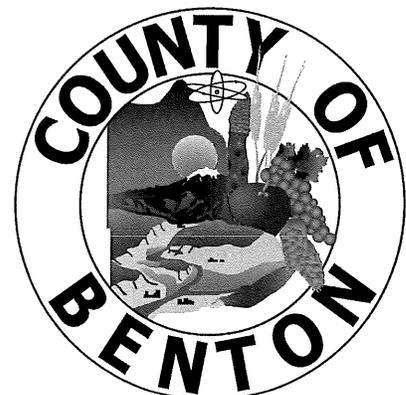
**CE 1977 SMP**

**Benton County, Washington**

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BENTON COUNTY  
DEPARTMENT OF PUBLIC WORKS



Bid No.: CB 15-02

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

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

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

P R O P O S A L

TO: THE BOARD OF COUNTY COMMISSIONERS  
 BENTON COUNTY  
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, 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 the said plans, specifications and contract, and the following schedule of rates and prices:

**BITUMINOUS SURFACE TREATMENT SEAL COAT 3/8" TO #10 - 2015**

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	APPROXIMATE QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
			Dollars	Cts.	Dollars	Cts.
1	1,288.00 Ton	Emulsified Asphalt CRS-2P				
2	8,838.00 C.Y.	Aggregate From Stockpile SP-133 For BST				
3	24.88 Mile	Painted Skip Stripe Yellow				
4	31.29 Mile	Painted Solid Stripe Yellow				
5	52.33 Mile	Painted Solid Stripe White				
6	651.00 S.F.	Construction Signs Class A				
7	Lump Sum	Project Temporary Traffic Control				
8	Lump Sum	SPCC Plan				
<b>TOTAL BENTON COUNTY</b>						

## CITY OF PROSSER STREETS

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	APPROXIMATE QUANTITY	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
			Dollars	Cts.	Dollars	Cts.
9	55.00 Ton	Emulsified Asphalt CRS-2P				
10	380.00 C.Y.	Furnishing and Placing Crushed Screenings 3/8" - #10 For BST				
11	Lump Sum	Project Temporary Traffic Control				
12	Lump Sum	SPCC Plan				
<b>TOTAL CITY OF PROSSER</b>						
<b>GRAND TOTAL</b>						

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PROPOSAL  
(Continued)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

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 hereby:

Cash	_____	In the Amount of _____
Cashier's Check	_____	_____
Certified Check	_____	(\$ _____) Payable to the
Proposal Bond	_____	County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION FIRM NAME \_\_\_\_\_  
NO. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

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

ADDRESS OF BIDDER: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

TELEPHONE NO.: ( ) \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS OF BIDDER: \_\_\_\_\_

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

## 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 control 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.

INFORMATIONAL  
COPY

**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 Benton 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, 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:

C.E. 1977 SMP - BITUMINOUS SURFACE TREATMENT SEAL COAT 3/8" - #10 - 2015

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 by Benton County 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 \_\_\_\_\_, \_\_\_\_\_.

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

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

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

# CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS  
AWARDED THE CONTRACT

**For Construction of:**

**BITUMINOUS SURFACE TREATMENT  
SEAL COAT 3/8" - #10 - 2015**

**CE 1977 SMP**

**Benton County, Washington**

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BENTON COUNTY  
DEPARTMENT OF PUBLIC WORKS



Bid No.: CB 15-02

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and \_\_\_\_\_, (hereinafter "the Contractor").

### WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1977 SMP – Bituminous Surface Treatment Seal Coat 3/8" - #10 - 2015," and as described in and in accordance with the State of Washington 2014 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$ \_\_\_\_\_, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

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

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF BENTON

\_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Benton County Deputy Prosecuting Attorney

Date: \_\_\_\_\_

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**PUBLIC WORKS PERFORMANCE BOND**  
**to BENTON COUNTY, WA**

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

Benton County, Washington (County) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as **Bituminous Surface Treatment Seal Coat 3/8" - #10 - 2015, Project No.: CE 1977 SMP**, in Benton County, Washington (Contract), and said Principal is required 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 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 force and effect.

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 office executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature	Surety Signature
_____	_____
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

**PUBLIC WORKS PAYMENT BOND**  
to BENTON COUNTY, WA

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

Benton County, Washington (County) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as **Bituminous Surface Treatment Seal Coat 3/8" - #10 - 2015, Project No.: CE 1977 SMP**, in Benton 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 the County, 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 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person 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 payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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 office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is: