



**SKAGIT COUNTY
FACILITIES MANAGEMENT
1730 CONTINENTAL PLACE
MOUNT VERNON, WA 98273**

INVITATION FOR BIDS (IFB)

FOR: Exterior Painting

ISSUE DATE: July 3, 2018

**BIDS DUE: 4:00 p.m. local time
July 17, 2018**

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BID NOTICE ADVERTISEMENT PAGE

Bids are requested for the following project:

Project Title: Exterior Painting

Project Description: The project consists of prepping and painting the exterior wood trim, metal handrails, and elevated concrete walkways at the Skagit County downtown campus located at 700 S. 2nd Street, Mount Vernon, Washington. Complete specifications are provided in the Invitation for Bids document.

Owner: Skagit County
Facilities Management
1730 Continental Place
Mount Vernon, WA 98273

Contact Person: Ken Hansen, Facilities Coordinator
(360) 416-1179
khansen@co.skagit.wa.us

Pre-Bid Meeting: A pre-bid and site inspection meeting will be held at **9:00 a.m. local time, on Tuesday, July 10, 2018** at bottom of exterior stairs of the Skagit County Administration Building at 700 S 2nd Street, Mount Vernon, Washington. All prospective bidders are encouraged to attend.

Bids Due: **4:00 p.m. local time, Tuesday, July 17 2018.** Bids are to be delivered to the reception desk located in the Skagit County Commissioners Administrative Building at 1800 Continental Place, Mount Vernon, WA 98273. Bids can also be mailed to Owner address above, and must be received by due date and time.

Availability of Bid Documents: Complete sets of Bid Documents are available online at <http://inside.skagit.local/Departments/rfp/main.htm> or from the contact person listed above.

This project constitutes a public works under state law and is subject to Washington State Department of Labor & Industries Prevailing Wages and Federal Davis Bacon Wages, **whichever is greater**, and all requirements associated with federal law, including weekly certified payrolls. The Washington State Department of Labor and Industries advises that the higher of the wages must be paid between the federal and the state wages requirements.

The County reserves the right to reject or accept any or all bids and to waive minor informalities in the bid process.

Skagit County is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective supplier on the basis of race, religion, color, sex, age, national origin, or presence of any sensory, mental, or physical disability in the consideration for contract award. The successful Bidder will be required to comply with all EEO federal, state, and local laws and regulations.

The Estimate of the Total Bid Price is eighty thousand dollars (\$80,000.00).

INSTRUCTIONS TO BIDDERS

DEFINITIONS

- A. **Bidder** is one who submits a Bid for a prime contract with the County for the project described in the Scope of Work.
- B. **Bid** is the submission of a complete and properly signed and authorized solicitation form (Bid Proposal Form) together with Bid Bond, if applicable, and the certifications and representations required to comply with the Invitation for Bids.
- C. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described as the base, to which work may be added or deducted from sums stated in Alternate Bids (if any).
- D. **Alternate Bid (or Alternate)** is the amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Document is accepted.
- E. **Addenda** are written or graphic instruments, approved and issued by the County prior to the time designated as bids due, which amend, modify or interpret the Bidding Document by additions, deletions, clarifications, or corrections.
- F. **Responsible Bidder** means a contractor who meets the criteria listed in RCW 39.04.350.
- G. **Non-responsive Bid** is any Bid which fails to conform in all respects to the material requirements of the Bidding Document or imposes conditions which would modify requirements of the Bidding Document or would limit a bidder's liability to Skagit County so as to give the Bidder an advantage over other bidders as determined by Skagit County.

EXAMINATION OF DOCUMENTS AND CONDITIONS

Each Bidder by submitting a Bid represents the following:

- A. The Bidder has examined, read, and understands the Bidding Document and his/her bid is made in accordance therewith.
- B. The Bidder has visited the site and examined existing conditions that will affect or be affected by work of this contract and therefore assumes responsibility for estimating properly the difficulties or cost of successfully performing the work. **If Bidder is unable to attend the scheduled Pre-Bid meeting, please contact Ken Hansen, Facilities Coordinator as listed in this IFB to arrange a separate site visit. Bids submitted by contractors that have not inspected the site will be considered non-responsive.**
- C. The Bid is based upon the materials, systems, and equipment described by the Bidding Document and on local conditions affecting the work as determined by the Bidder's own examinations, permits and fees required by the local municipality, and includes a sum sufficient to cover the total cost of the Work.

INTERPRETATIONS, CLARIFICATIONS, CHANGES AND ADDENDA

- A. Bidders shall promptly bring any discrepancies, errors, omissions, inconsistencies, or ambiguities to the attention of the County after examining Bidding Documents and Project Site.
- B. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Whenever a brand or trade name is used, it shall be understood it is used to describe the performance and quality of the brand. Approved equals may be submitted as described below. Burden of proof of meeting these standards rests with the Bidder.
- C. Requests for Clarification or Approved Equals: Should Bidders be unable to meet all Skagit County requirements outlined in the specifications, the following procedure shall be used by Bidder to obtain approval for substitute items. With each item, the Bidder shall state why the proposed substitute is equal to or better than the item specified by Skagit County. All requests must be submitted in writing no later than seven (7) calendar days prior to the bid due date using the form provided at the end of this document. County reserves the right to make the decision on acceptability.
- D. Changes to Scope of Work: Any changes to this IFB, specifications or scope of work will be made by written addendum and all prospective contractors receiving the initial IFB package will be notified by email of these at least twenty-four (24) hours before the bid due date. Any interpretation, clarification or change of Bidding Documents made in any other manner will not be binding upon the County and shall not be relied upon by Bidder. It is the Bidder's responsibility to verify and acknowledge that all Addenda have been received. Bidders shall complete the Acknowledgement of Amendments section of the Bid Response document.
- E. No substitutions shall be considered after the bids are received.

BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form of a certified check, cashier's check, or bid bond, made payable to Skagit County in an amount equal to at least 5% of Base Bid pledging that the Bidder will enter into a Contract with Skagit County on the terms stated in his/her Bid and furnish bonds and insurance as required by the Bidding Documents.
- B. The surety bond shall be written in a form acceptable to Skagit County and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
- C. Skagit County will have the right to retain the bid security of Bidders until either (1) the Contract has been executed and bonds and insurance have been furnished; or (2) the specified time has elapsed so that Bids may be withdrawn; or (3) all Bids have been rejected.

SUBMISSION OF BIDS

- A. Bids shall be submitted on Bid Submittal Forms contained in the Bid Response Documents. All required information shall be given and all blanks shall be typed or written manually in ink. Bids submitted in pencil will be considered non-responsive. Any interlineations, alteration, or erasure must be initialed by the signer of the Bid where so indicated by the makeup of the Bid Form. The sum shall be expressed in both words and figures and the words shall govern. in event of a discrepancy.
- B. Each copy of the Bid shall include the legal name and address of the Bidder. Each copy shall be signed in longhand, in ink, by the person or persons legally authorized to bind the Bidder to a contract. The name of each person or persons shall be typed below all longhand signatures. Failure to sign the bid will be considered non-responsive.
- C. A Bid by a partnership shall be signed with the partnership name by one of the partners, followed by the signature and designation of partner(s) signing.
- D. A Bid by a corporation shall be signed with the legal name of the corporation, shall further give the State of Incorporation and shall be signed in longhand by the officer authorized to sign same and his/her corporate position. A corporation submitting a Bid shall have a copy of the corporation's annual report filed with the Secretary of State, State of Washington.

A person submitting a bid in a representative capacity represents and warrants his/her authority to sign on behalf of the company represented.

- E. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind Bidders.
- F. All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to Skagit County Facilities Management, and shall be identified with the Project name, followed by the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope, addressed to Skagit County Facilities Management, 1730 Continental Place, Mount Vernon, Washington 98273, with the notation "*Bid for Facility Painting*" on the face thereof.
- G. Bids shall be deposited at the designated location prior to the time and date for opening of bids indicated in the Advertisement for Bids, or any extension thereof made by Addendum. **Bids received after the time and date for opening of bids will be returned to the Bidder unopened.**
- H. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Skagit County is not responsible for proposals delivered late by the U. S. Postal Service or other private carrier.
- I. Oral, telephonic, telegraphic, or facsimile (FAX) bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder after the bid due date/time or any extension thereof and the Bidder so agrees in submitting his/her Bid.

- B. Prior to the time and date designated as Bid due date/time, bids submitted early may be modified or withdrawn only by notice in writing via letter or email. Such notice must have been presented in person, email, or mailed and postmarked on or before the date and time set for opening of Bids. Any such notice shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated as bids due provided that they are then fully in conformance with the bidding documents.
- D. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

CONSIDERATION OF BIDS

- A. Rejection of Bids: Skagit County shall have the right to reject any or all bids and to reject bids considered non-responsive including but not limited to Bids not accompanied by any required bid security, certifications, or data required by the Bidding Document or a Bid not signed by the authorized legal representative.
- B. Acceptance and Evaluation of Bids: The County shall have the right to waive any informality or irregularity in any Bid received.
- C. Single Bid Response: In the event a single Bid is received, Skagit County will conduct a cost/price analysis of the Bid. This analysis will compare the price and quality of the proposed equipment with that involved in recent similar purchases with similar specifications made by this or other governmental agencies in an attempt to determine the competitive integrity of the submitted Bid.
- D. Evidence of Responsibility: At the time of Bid submittal, all Bidders and Subcontractors must be registered with Washington State as Contractors. In addition, all Bidders and Subcontractors must possess a current Unified Business Identifier (UBI) number, must have Industrial Insurance coverage, and not be disqualified from bidding on public projects. Refer to additional Responsibility Criteria provided in the Bid Submittal Forms for required information.

Additional Submissions: Upon request of County, a Bidder whose proposal is under consideration for Award of Contract shall promptly submit:

- (1) A designation of the work to be performed by the Bidder with his own forces.
 - (2) The names and suppliers of principal material and equipment systems for the proposed work.
- E. Reliability and Responsibility of Subcontractors: The Bidder will be required to establish to the satisfaction of Skagit County the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades. The Bidder shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

- At the time of subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- Have a current state unified business identifier (UBI) number;
- Not be disqualified from bidding on any public works contract under RCW 39.06.010.
- If applicable, have:
 - Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
 - An employment security department number as required in Title 50 RCW;
 - A state excise tax registration number as required in Title 82 RCW;
 - An electrical contractor license, if required by Chapter 19.28 RCW; and
 - An elevator contractor license, if required by Chapter 70.87 RCW

TIME OF COMPLETION

Work may begin when the Contractor receives a formal "Notice to Proceed." Contractor shall proceed with promptness and dispatch and shall complete the project within **forty-five (45) calendar days, weather permitting.**

GOVERNING LAWS AND REGULATIONS

- A. Registration and Licensing of Contractors: At the time of Bid submittal, any and all Bidders and sub-bidders shall be Washington State Registered Contractors. If applicable, in addition to contractor registration, any electrical contractors and elevator contractors must hold a Washington State License valid for the portions of the work which they are proposing to perform and any other licenses required by the local jurisdiction where the work is performed. In accordance with RCW 39.06.010(1), an agency cannot execute a contract with an unregistered or unlicensed contractor.
- B. Permit: Various permits for this Project may be required by governmental agencies. **It will be the responsibility of the Contractor to obtain and pay for all necessary permits and other costs** incidental to proceeding with the project, including the filing fee for obtaining the certified Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid from the State of Washington Department of Labor and Industry Statistician.
- C. Prompt Payment: The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.
- D. EEO: Skagit County is an Equal Employment Opportunity (EEO) organization which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical disability in consideration for a contract award. The successful Bidder will be required to comply with all EEO laws and regulations.

- F. Wage Rates: This project is subject to Washington State Department of Labor & Industries Prevailing Wages and Federal Davis Bacon Wages, **whichever is greater**, and all requirements associated with federal law, including weekly certified payrolls. The Department of Labor and Industries will look to see that the wage meets the minimum required prevailing wage under Washington State Law. The wage cannot be less than the Washington State requirement. Skagit County will review the Intent to Pay Prevailing Wage certification to determine that the higher wage is paid. Bidders are cautioned to take into consideration statutory legal requirements, particularly the payment of prevailing wages.

The current Washington State Prevailing Wage Rate Schedule is available at www.lni.wa.gov/TradesLicensing/PrevWage/WageRates.

If Federal wage rates apply for this public works project under the Davis Bacon Act, those rates can be found at: <https://www.wdol.gov/dba.aspx>.

Proof that an Intent to Pay Prevailing Wage form has been filed with the Department of Labor and Industries must be received by the County for the contractor and any subcontractors prior to commencement of any work. Information on Intent and Affidavit filing requirements is at <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/About/default.asp>. The Director of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

- G. Insurance Requirements: In addition to the payment and performance bond required by work law the Contractor shall maintain insurance coverage listed in the Vendor Services Agreement, Exhibit "B."
- H. Contract: The contract to be executed for this project will be a **Vendor Services Agreement**.
- I. Award of Contract: It is the intent of the County to award a contract based on the County's evaluation to determine the lowest responsible Bidder, provided that whenever there is a reason to believe the apparent lowest bid is not responsive, or the apparent lowest Bidder is not responsible, or the apparent lowest bid is not in the best interests of the County, the apparent lowest bid may be rejected and the County shall determine from the remaining bids, the bid that is the lowest responsive bid and responsible Bidder which may be selected or all bids may be rejected and a call for new bids may be issued. In addition to price, the following shall be taken into account: a) the ability, capacity and skill of the Bidder to perform the contract or provide the service required; b) whether the Bidder can perform the contract within the time specified by the County; c) the quality of the Bidder's performance of previous contracts or services; d) the previous and existing compliance of the Bidder with laws relating to the contract or services; e) Bidder's current status and history of paying industrial insurance premiums; f) any conditions the Bidder may have placed on his/her/its bid, g) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and h) such other information as may be secured having a bearing on the decision to award the contract.

Acceptance of the Bid and the award shall not be final until Skagit County and the Bidder properly execute all Contract Documents and the County issues a formal Notice to Proceed.

- J. Execution of Contract: Upon date of receipt of written "Notice of Award," the Contractor shall have ten (10) days to execute the Agreement. If the Contractor fails to execute said agreement, furnish bonds and insurance and provide the other required certifications within this time, Skagit County will be entitled to consider all rights arising out of the County's acceptance of the bid as abandoned and as forfeiture of the Bid Bond. The County will be entitled to such rights and additional remedies as exist at law.

SCOPE OF WORK – EXTERIOR PAINTING

This prevailing wage project consists of supplying all labor, materials, equipment and supervision for preparing and painting exterior wood, metal, and concrete surfaces on the Skagit County Administration Building (700 S. 2nd St), Courthouse (205 W Kincaid St), and Courthouse Annex (605 S 3rd St) located on same block in Mount Vernon, WA. All cleaning, paint removal, surface preparation, and painting must be performed after 4:30 PM or during a weekend/holiday. Regular working hours will be considered for priming and painting with low-VOC product that is applied with a brush or roller. At least one handrail on all stairs must be accessible and tack-free for pedestrian use during business hours. All Bidders must certify they have inspected the project area, and a walk through will be held to answer questions that may arise. If bidders are unable to attend, they may request a separate meeting. The paints were tested for lead with results bolded in summary below and at end of this section. **Some of the painted surfaces contain detectable concentrations of lead, requiring construction activities to be performed according to Washington Labor and Industries regulations for Lead in Construction (WAC 296-62-155). Workers impacting LCP should be provided the proper personal protective equipment and use proper work methods to limit occupational and environmental exposure to lead. Detected lead concentrations are bolded for each location in the summary section with test reports in last pages of this section (Scope of Work).**

1.1. SUMMARY

Prepare and paint exposed surfaces except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces.

- A. Clean moss, mildew, loose paint, and oxidation from all surfaces to be painted.
- B. Re-glaze original windows on Courthouse with Glazing Compound, as required.
- C. Caulk gaps between in and around Courthouse window surfaces that will be painted.
- D. Prepare surface, prime, and paint exterior wood and metal windows along with any wood trim on Courthouse. **Original windows paint have 11% and 14% lead concentration, replacement windows have 0.018%.**
- E. Prepare surface, prime, and paint wood door on north side of Courthouse.
- F. Prepare surfaces and paint 16 LF of tubular handrails at main rear Courthouse entrance. **Paint on original rails was not tested and is assumed to contain lead.**
- G. Prepare surfaces and paint 9" x 21' metal flashing above Courthouse Annex entrance.
- H. Prepare surfaces, patch, and paint 102 - 3" x 8.5" wood accents on east side and 3rd floor of Administration Building. 79 pieces have 6.5' height, and 23 range from 15-21' heights.
- I. Prepare surface, prime, and paint two 6" x 8" x 9' wood rails on east side of Administration Building.
- J. **Strip** paint, prime, and repaint approximately 350 LF of 3.5' high galvanized metal handrails on exterior of the Administration Building. **Existing paint has 1.4% lead concentration.**
- K. Prepare and apply clear water proofer to upper and side (vertical) concrete surfaces of elevated walkway.
- L. Remove and reapply approximately 1400 SF of non-slip paint from elevated concrete stairs and walkway at Administration Building.

1.2 SUBMITTALS

- A. Product data for each paint system specified, including primers.
 - 1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage and application of each material proposed for use.
 - 2. List each material and cross-reference the specific coating, finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 - 3. Submit Material Safety Data Sheets to County's Representative at least two weeks before material is applied at the site.
- B. Samples for Verification Purposes: Provide samples of each color, finish, and texture to be applied.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- B. Single-Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packaged and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material
 - 2. Product description (generic classification or binder type)
 - 3. Manufacturer's stock number and date of manufacture
 - 4. Contents by volume, for pigment and vehicle constituents
 - 5. Thinning instructions
 - 6. Application instructions
 - 7. Color name and number
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg. F (7 deg. C). Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.5 JOB CONDITIONS

- A. The temperature of the surface to be painted and of the air in contact therewith shall be maintained at a minimum of 50 deg F and maximum of 95 deg. F.
- B. No painting shall be done when relative humidity exceeds 85%.
- C. Surfaces to be painted shall be protected from dust and dirt during painting and finishing.

- D. Do not proceed with any work under this Section unless a lighting level of a minimum of 15 candlepower per square foot is provided on the surfaces to be finished.

1.6 EXAMINATION

Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.

- A. Do not begin to apply paint until unsatisfactory conditions have been corrected.
- B. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

1.7 PREPARATION

Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Prepare surfaces in accordance with manufacturers' and MPI recommendations. Following completion of painting operations in each space or area, have any removed items reinstalled.

- A. Dry grit blasting, scraping, sanding, or use of paint stripper not containing acids harmful to galvanized surface may be used to remove all loose paint, dirt, oil, grease, mildew and all other contaminants from the Administration Building handrails. Do not remove or damage any of the galvanized surfaces. Stop abrasive blasting as soon as foreign matter and paint has been removed. All surfaces must be completely dry prior to coating.
 - 1. Utilize proper dust and paint chip containment measures when removing or sanding paint.
 - 2. If using dry grit blasting, enclose work areas with temporary scaffolding or framework sufficient to support tarpaulin enclosure to prevent escape of abrasive. Shield adjacent masonry with a temporary covering of cardboard or fiberboard held in place with heavy-duty strapping tape or wood bracing.
 - 3. If using a chemical stripper, apply protective layer below work area to prevent drips below.
- B. Remove cracked and loose window glazing on original Courthouse windows, and replace missing or damaged glazier push points, as needed. Apply clay glazing compound and allow sufficient drying time per manufacturer's specifications prior to applying paint.
- C. Remove any rotted wood from base of vertical trim pieces covering Administration Building 3rd floor windows. County recognizes poor design and proximity of trim above sill, so exterior wood filler is only required at and above mounting bolts.
- D. Remove loose or cracked sealant and apply paintable silicone acrylic sealant in all seams and gaps on surfaces to be painted.
- E. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- F. Remove oil, grease, dirt, loose mill scale, and other foreign substances prior to priming bare metal areas that have been exposed. Prime all metal within two hours of cleaning.
- G. Notify County in writing about anticipated problems using the specified finish-coat material with substrates primed by others.

1.8 MATERIALS PREPARATION

- A. General: Carefully mix and prepare paint materials according to manufacturer's directions.
 - 1. Maintain clean containers free of foreign materials or residue for mixing and applying paint.

2. Mix paints over a removable surface and in accordance with manufacturer's instructions. Remove any surface film, if necessary, and strain material before using.
- B. Tinting: Tint primer similar color of the finish coat, but a lighter shade to facilitate identification of each coat.

2.0 PAINTING

- A. Paint to be applied according to manufacturer's instructions and approved specifications. Elastomeric coatings when sprayed must be back-rolled; the last pass must be in a downward direction to ensure a uniform appearance. A Material Safety Data Sheet (MSDS) is required on all products/chemicals that are brought on site.
- B. Approved Sherwin Williams paint products are listed below to establish a quality and performance standard. Approved equals may be submitted for approval prior to submitting your bid in accordance with the Instructions to Bidders section.
1. Courthouse windows:
 - a. Glazing: "66" Glazing Compound – 00WL06614
 - b. Primer: PrimeRx Peel Bonding Primer – B51T00600, Color: Clear
 - c. Topcoat: Resilience Exterior Acrylic Latex Satin – K43W00051, COLOR: SW6106 Kilim Beige
 2. Courthouse ADA Door:
 - a. Primer: PrimeRx Peel Bonding Primer – B51T00600, Color: Clear
 - b. Topcoat: HYDROGLOSS Single Component Water-based Urethane Clear Tint Base – B65T00184, COLOR: SW7027 Well Bred Brown
 3. Elevated concrete walkway:
 - a. Vertical Substrate Finish: Loxon 40% Silane Water Repellant – A3100040
 - b. Non-skid Primer: American Safety Technologies PS-100 Water Based Primer
 - c. Non-skid Finish: American Safety Technologies AS-175 Non-slip Floor and Deck Coating, Color: Light Gray
 4. Administration Building Wood Trim:
 - a. Primer: PrimeRx Peel Bonding Primer – B51T00600, Color: Clear
 - b. Topcoat: Resilience Exterior Acrylic Latex Satin – K43W00051, Color: SW7027 Well Bred Brown
 5. All handrails:
 - a. Primer: Pro Industrial Pro-Cryl Universal Acrylic Primer – B66W01310
 - b. Topcoat: HYDROGLOSS Single Component Water-based Urethane Clear Tint Base – B65T00184, Color: SW7027 Well Bred Brown
- C. Contractor shall perform work in accordance with the Washington State Department of Labor and Industries Safety Standards. Work must meet/exceed all codes, rules, and regulations as set forth by the City, County, and State of Washington.
- D. Contractor shall cover all Fire alarm equipment, electrical boxes, flashing red door lights and other exposed equipment before power washing. Contractor shall coordinate and obtain pre-approval from the County for any events that will affect the operational readiness of the facility. Skagit County will provide staffing to turn off electrical power, if necessary.

- E. Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating or nomenclature plates.
- F. Contractor shall provide a written detailed description of the work plan for this project including a timeline for activities, what measures will be taken to protect the facilities, and recommended products to be used in their bid submittal.
- G. Contractor is responsible for all measurements and the final product.
- H. All necessary permits to complete this project will be obtained and paid for by the Contractor.
- I. Contractor is responsible to supply all equipment including lifts, MSDS sheets, and any other supplies necessary to complete the project.
- J. Work can be performed Seven Days a Week between 6 a.m. and 3 p.m. Contractor shall be responsible for any and all damage and cleanup costs incurred with this project. All items that are disposed of shall be approved by the Maintenance and Facilities Manager and/or his designee before disposal.
- K. All work will be subject to inspection and acceptance by the County Facilities Management Director or designee prior to payment.
- L. Any damages caused by Contractor shall be repaired immediately at no cost to the County.
- M. The Contractor shall comply with all written instructions of the paint manufacturer and take all precautions necessary to protect the building and its occupants during the project.
- N. All paint and workmanship shall be warranted for a five (5) year period. The written warranty required on this project shall be for a five-year period, commencing on the date of final payment to the successful bidder. The warranty shall cover all work and equipment involved in this project. In the event of a product and/or application defect or failure, the warranty will cover the cost of labor and materials to correct the problem that was caused by faulty workmanship or by a Contractor supplied product.
- O. Contractor shall respond to notification of a problem within 48 hours. Repairs shall be made on all warranty work within 30 days of notification.
- P. The County reserves the right to increase or decrease the amount of services listed in the scope of work for a fairly negotiated price.

2.1 APPLICATION

- A. General: Apply paint in accordance with manufacturer's printed instructions, evenly and smoothly, free of runs, drips, sags, crawling, brush marks, holidays and clogging or angles. All paint coatings shall be applied by brush, roller, or sprayer as appropriate to the surface and finish. Products must be applied per manufacturer specifications and comply with local fire code.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to formation of a durable paint film.
 1. Do not apply succeeding coats until the previous coats have cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
 2. Apply additional coats if undercoats, stains or other conditions show through final coat of paint until paint film is of uniform finish, color and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

3. Adjacent materials shall be fully protected by drop cloths or other suitable coverings. Paint drips, splatters, etc., shall be removed immediately. Window glass shall be scraped clean of any paint drips or overspray after final coat of paint has dried.
4. Paint surfaces behind movable equipment the same as similar exposed surfaces.
5. Original double hung windows shall not be painted shut and need to maintain operational function. Any window panes that were previously painted or caulked shut need to be inventoried with County prior to application of primer and paint.
6. Paint thickness cannot impact ability to open and close push out casement / awning lowers on wood replacement windows.

C. Scheduling Painting:

1. Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
3. Application Procedures: Apply paints and coatings by brush, roller, spray or other applicators according to the manufacturer's directions and requirements of the surface to be painted.
 - a. Brushes: Use brushes best suited for the material applied.
 - b. Rollers: Use rollers of carpet, velvet back or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - c. Spray Equipment: Use spray equipment with orifice size and thinning recommended by the manufacturer for the material and texture required.
4. Prime Coats: Before applying finish coats, apply a prime coat of material colored lighter than the finish coat, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
5. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
6. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not complying with specified requirements.

3.0 CLEANING

Clean up spilled and splattered paint daily, and remove empty cans, rags, rubbish and other discarded paint materials from the site. After completing painting, clean glass and paint-splattered surfaces. Remove splattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.1 PROTECTION

- A. Protect areas not to be painted against damage by painting. Correct damage by cleaning, repairing, or replacing and repainting as acceptable to the County.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

EXTERIOR PAINTING – ALTERNATE BID ITEMS

Prepare surfaces, prime, and paint:

- 1 North side of Courthouse: Prepare surfaces and paint approximately 72 LF of 3' high metal railing and 52 LF of metal handrail along ADA ramp. **Paint has 0.053% lead concentration.**
- 2 South side of Courthouse Annex: Prepare surfaces and paint metal stairs with approximately 77 LF of 3' high railing along with 50 LF of associated metal handrails.

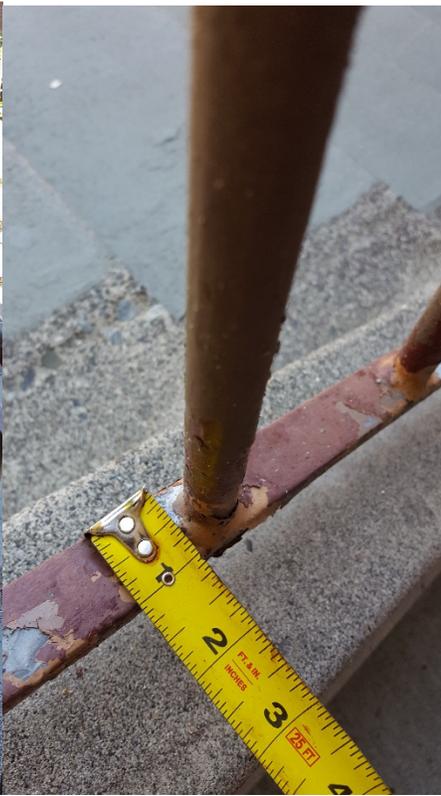
Does not include any exterior doors or the red painted handrails in covered stairwell.

Photos can be seen on following pages titled "Alternate Bid Item Photos."

Preparation includes removing loose paint and rust; feathering paint edges; and sanding to remove gloss or oxidation. Paint with good adhesion does not need to be removed. Primer, paint, and color will match products specified for metal hand railing at the Administration Building.

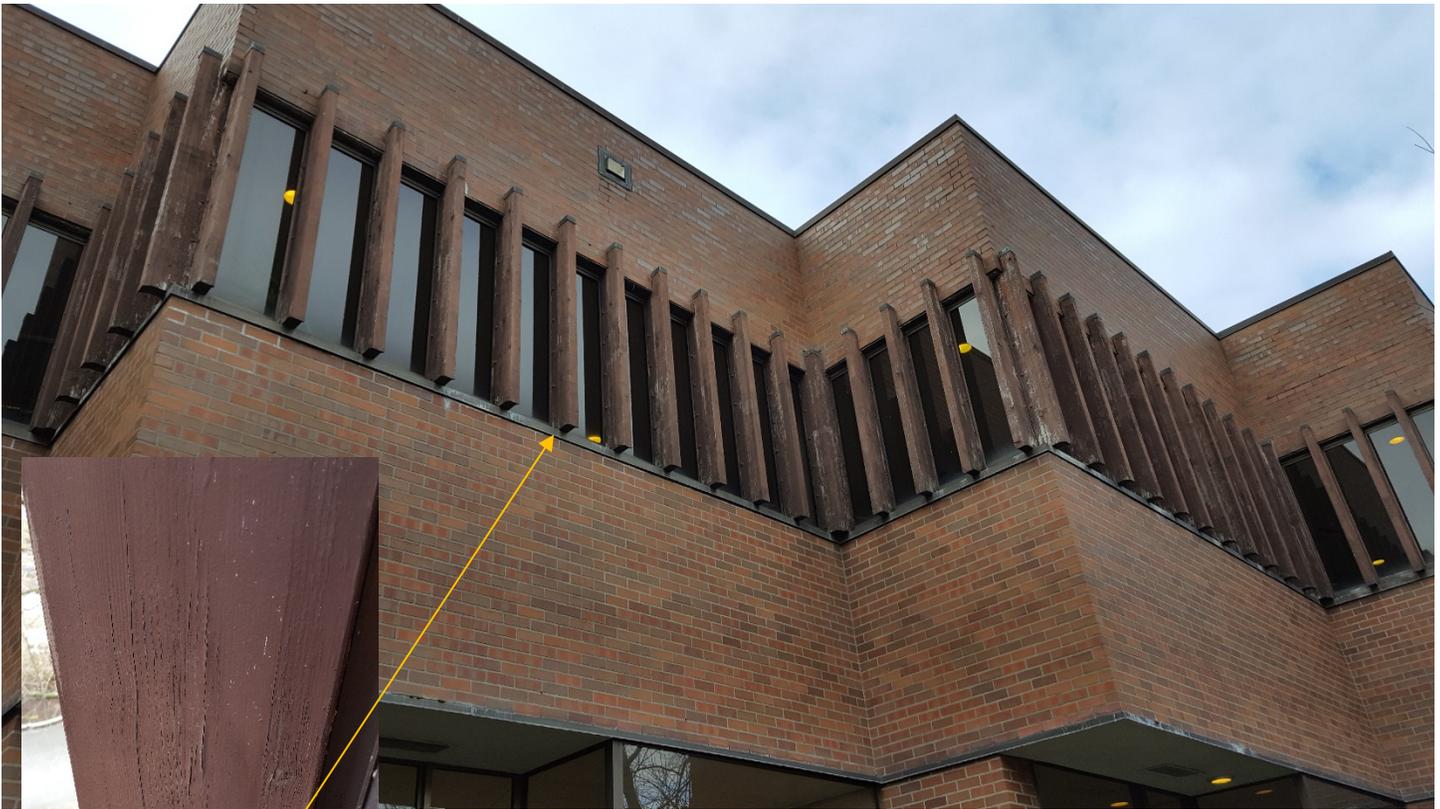
Project Area Photos

Administration Building Handrails



Project Area Photos

Administration Building 3rd Floor Window Trim

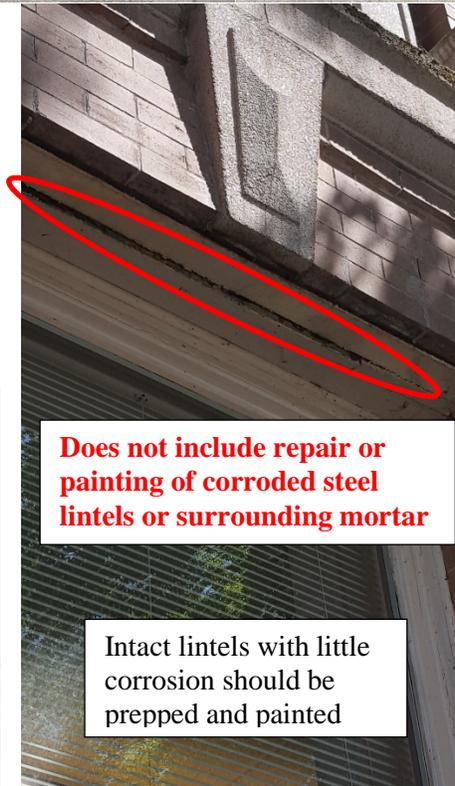
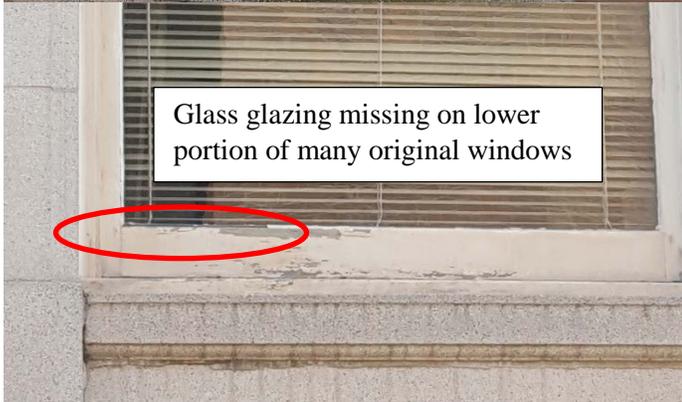


Includes 2 wood guardrails

Project Area Photos

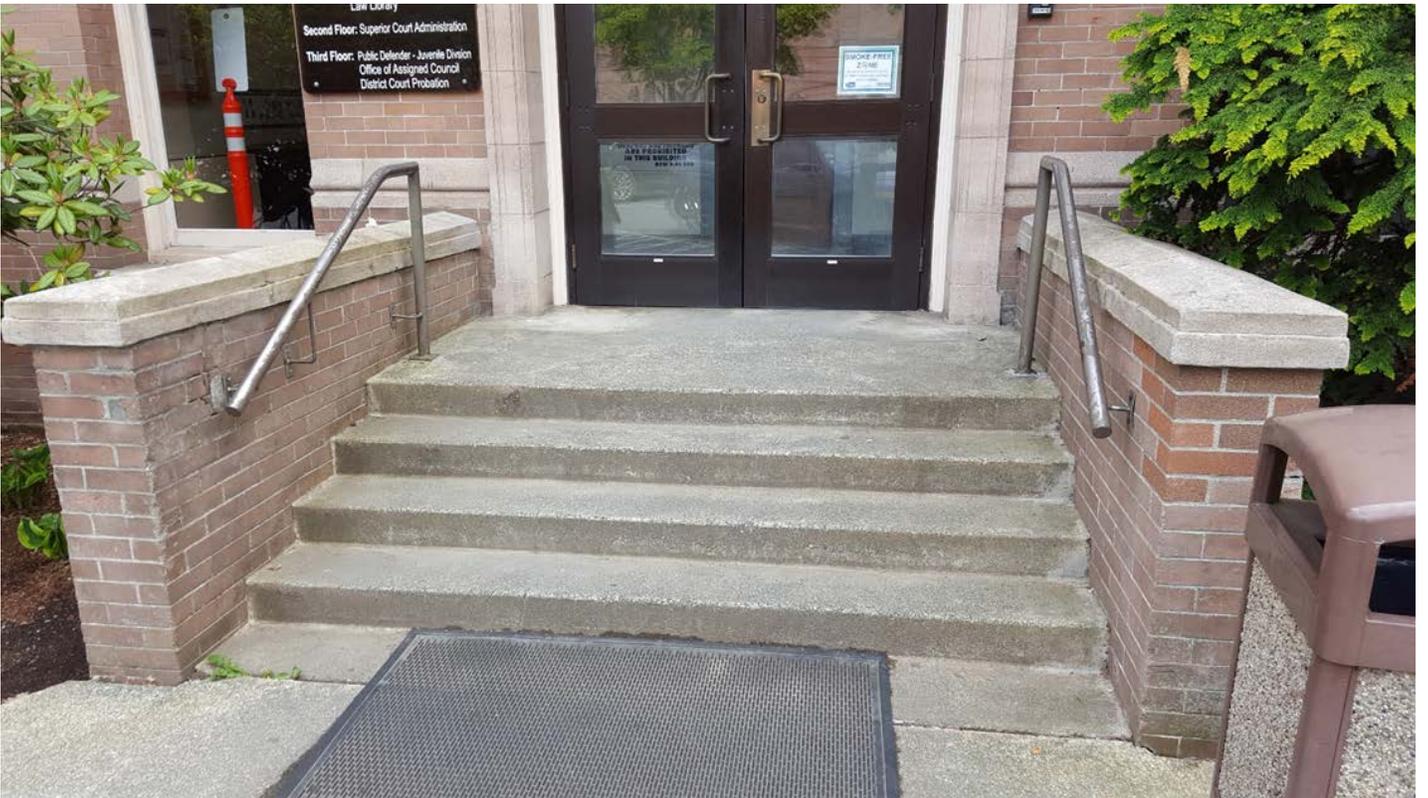
Courthouse Windows and Door

See separate bid document titled "Courthouse Windows" for locations and quantity of wood and metal windows.

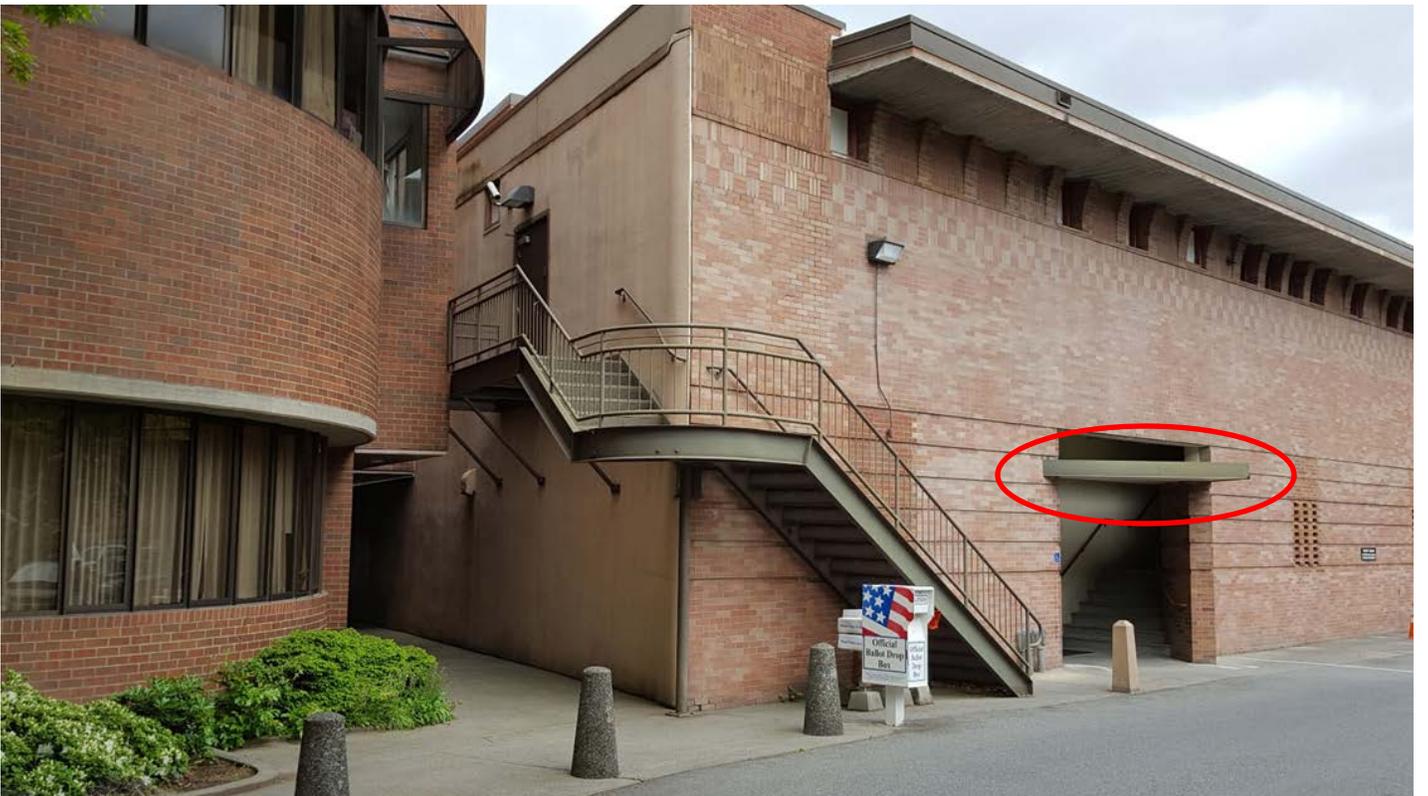


Project Area Photos

Courthouse Handrails



Courthouse Annex Flashing

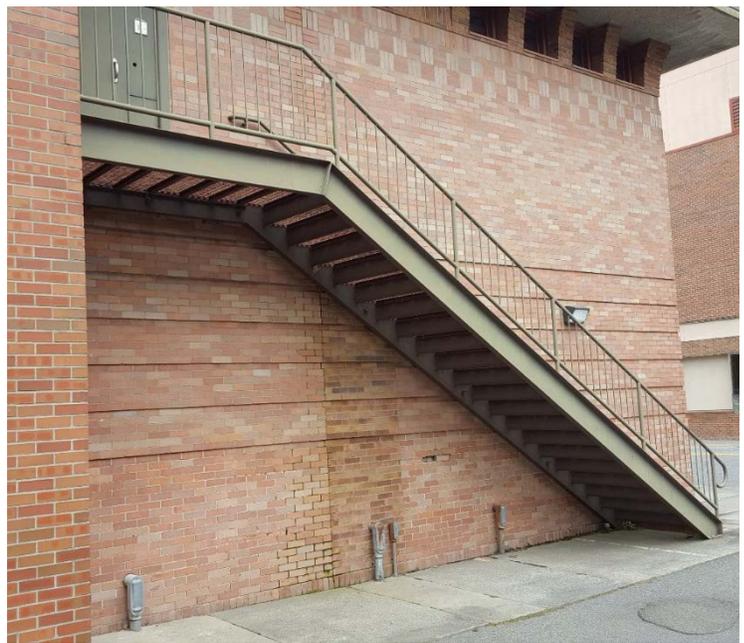


Alternate Bid Item Photos

Courthouse ADA Ramp Handrails



Courthouse Annex Stairs and Rails



Lead Paint Test Results

	<u>Lead Concentration</u>
Administration Building	
- Handrails with multiple layers of paint	1.4%
- Brown window trim	<0.010%
- Gray non-skid paint	<0.010%
Courthouse	
- Original wood windows	14%
- Wood replacement windows	0.018%
- Tan ADA ramp handrails	0.053%
- Original metal windows	11%
Courthouse Annex	
- Brown exterior stairs and doors	<0.010%
- Brown entry roof flashing	<0.010%

Asbestos-Containing Material Test Results

	<u>Asbestos % Type</u>
Courthouse	
- White window caulking	none detected
- Brown window caulking	3% Chrysotile
- Grey window glazing	none detected



EMSL Analytical, Inc.

3317 3rd Ave S, Suite D 2nd floor, Seattle, WA 98134
Phone/Fax: 2062696310 / (206) 900-8789
<http://www.emsl.com> seattlelab@emsl.com

EMSL Order: 511702235
CustomerID: PBSE51
CustomerPO:
ProjectID:

Attn: **Cel Alvarez**
PBS Engineering & Environmental, Inc.
2517 Eastlake Ave. East Ste. 100
Seattle, WA 98102

Phone: (206) 233-9839
Fax: (206) 762-4780
Received: 08/16/17 4:00 PM
Collected:

Project: Skagit County - Bldg 300 N Stairwell, 41341.004

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
41341.004-L01 511702235-0001		8/17/2017	0.010 % wt	<0.010 % wt
Site: Lt Brown/concrete/cove base, 300 2nd St North stairwell				
41341.004-L02 511702235-0002		8/17/2017	0.010 % wt	<0.010 % wt
Site: Brown/concrete/stairs step, 300 2nd St North stairwell				
41341.004-L03 511702235-0003		8/17/2017	Administration Building Exterior Handrail 0.10 % wt	1.4 % wt
Site: Maroon/metal/railing, 300 2nd St Ext eastside				

Lauren Kerber, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Seattle, WA

Initial report from 08/17/2017 16:53:27



EMSL Analytical, Inc.

3317 3rd Ave S, Suite D 2nd floor, Seattle, WA 98134
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<http://www.emsl.com> seattlelab@emsl.com

EMSL Order: 511801363
CustomerID: PBSE51
CustomerPO:
ProjectID:

Attn: **Greg Middaugh**
PBS Engineering & Environmental, Inc.
2517 Eastlake Ave. East Ste. 100
Seattle, WA 98102

Phone: (206) 233-9639
Fax: (206) 762-4780
Received: 05/17/18 2:30 PM
Collected:

Project: 041341.006, Skagit County Courthouse Admin Building Paint Testing

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
41341.006-Pb08 Site: Brown paint on wood, Exterior window screen	511801363-0001		5/18/2018	<0.010 % wt 3rd Floor Window Trim
41341.006-Pb09 Site: Grey paint on concrete, Exterior admin bldg stair tread	511801363-0002		5/18/2018	<0.010 % wt Non-skid Concrete Paint

Lauren Kerber, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Seattle, WA

Initial report from 05/22/2018 08:47:45

**EMSL Analytical, Inc.**

3817 3rd Ave S, Suite D 2nd floor, Seattle, WA 98134
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<http://www.emsl.com> seattlelab@emsl.com

EMSL Order: 511801362
 CustomerID: PBSE51
 CustomerPO:
 ProjectID:

Attn: **Greg Middaugh**
PBS Engineering & Environmental, Inc.
2517 Eastlake Ave. East Ste. 100
Seattle, WA 98102

Phone: (206) 233-9639
 Fax: (206) 762-4780
 Received: 05/17/18 2:30 PM
 Collected:

Project: 041341.006, Skagit County Courthouse Paint Testing

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
41341.006-Pb04 Site: Beige paint on wood, Exterior courthouse window frame on north side of building	511801362-0001		5/18/2018	14 % wt <i>Original Wood Windows</i>
41341.006-Pb05 Site: Beige paint on wood, Exterior courthouse window trim on NE side of building	511801362-0002		5/18/2018	0.018 % wt <i>Wood Replacement Windows</i>
41341.006-Pb06 Site: Grey paint on metal, Exterior courthouse hand rail on the north face of the building	511801362-0003		5/18/2018	0.053 % wt <i>North Side ADA Handrail</i>
41341.006-Pb07 Site: Beige paint on metal, Exterior courthouse window on the north face of the building	511801362-0004		5/18/2018	11 % wt <i>Original Metal Windows</i>

Lauren Kerber, Laboratory Manager
 or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.
 Samples analyzed by EMSL Analytical, Inc. Seattle, WA

Initial report from 05/22/2018 08:46:32



EMSL Analytical, Inc.

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EMSL Order: 511801361
CustomerID: PBSE51
CustomerPO:
ProjectID:

Attn: **Greg Middaugh**
PBS Engineering & Environmental, Inc.
2517 Eastlake Ave. East Ste. 100
Seattle, WA 98102

Phone: (206) 233-9639
Fax: (206) 762-4780
Received: 05/17/18 2:30 PM
Collected:

Project: 041341.006, Skagit County Courthouse Annex Paint Testing

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
41341.006-PB01 Site: Green paint on metal, Courthouse annex roof flashing	511801301-0001	5/18/2018		<0.010 % wt Entry Coping / Flashing
41341.006-PB02 Site: Grey paint metal, Exterior court house annex metal stairs	511801301-0002	5/18/2018		<0.010 % wt Exterior stairs and railing
41341.006-PB03 Site: Red paint on metal, Exterior courthouse annex hand rail and door	511801301-0003	5/18/2018		0.014 % wt

Lauren Kerber, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Seattle, WA

Initial report from 05/22/2018 08:45:26



EMSL Analytical, Inc.

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Tel/Fax: (206) 269-6310 / (206) 900-8789
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EMSL Order: 511801388
Customer ID: PBSE51
Customer PO:
Project ID:

Attention: Greg Middaugh
PBS Engineering & Environmental, Inc.
2517 Eastlake Ave. East Ste. 100
Seattle, WA 98102
Phone: (206) 233-9639
Fax: (206) 762-4780
Received Date: 05/17/2018 2:30 PM
Analysis Date: 05/23/2018
Collected Date:
Project: 041341.006/ Skagit County Court House Paint testing

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
41341.006-1 511801388-0001	White caulking: Exterior court house between window wood frame and wall on NE side of building	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Courthouse White Caulking					
41341.006-2 511801388-0002	Beige painted brown caulking: Exterior court house between window and rough opening on N face side of building	Gray/Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
Courthouse Grey Caulking					
41341.006-3 511801388-0003	Grey window glazing compound: Exterior court house between window glass and frame	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Courthouse Window Glazing					

Analyst(s)

Jason Stuhr (3)

Lauren Kerber, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc. Seattle, WA NVLAP Lab Code 200613

Initial report from: 05/23/2018 14:37:56

END OF SECTION

BID CHECKLIST- Exterior Painting

To be ***included as*** Bid Submittal when you submit your Bid. Failure of the contractor submitting a bid to submit these forms with the bid shall render the bid non-responsive and shall be grounds for rejection of said bid.

Check off each of the following as completed, and included with this proposal:

_____ 1. **PROPOSAL FORM** The prices must be shown in the space provided. The proposal form must be completely filed out and signed.

_____ 2. **NON-COLLUSION AFFIDAVIT** To be signed and notarized.

_____ 3. **LIST OF SUBCONTRACTORS** The bidder is required to submit his/her list of subcontractors with the bid.

_____ 4. **STATEMENT OF BIDDER’S QUALIFICATIONS** The bidder is required to provide the information requested on the form.

_____ 5. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES** The bidder is required to submit form.

_____ 6. **BID BOND** This form is to be completed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bid bond shall not be less than five percent (5%) of the total amount of bid and may be shown in dollars on a percentage basis.

Bid is submitted in a sealed opaque envelope, identified with the following:

Project Name: Skagit County– Exterior Painting

Contractor’s Name:

Contractor’s Address:

NOTE: If mailed, enclose sealed bid in a separate mailing envelope.

STATEMENT OF COMPLIANCE

The undersigned has reviewed, read and fully understands these Bid Documents and this checklist, fully complies therein, and certifies that all required elements, as marked herein and contained within the specification are included in this Bid Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

BID PROPOSAL FORM

FROM: Bidder Company Name _____

TO: Skagit County Facilities Management
 1730 Continental Place
 Mount Vernon, WA 98273

The Undersigned proposes to furnish all labor, materials, services and incidentals, and to perform all work necessary for the completion of the Work described in the Contract Documents for the following items:

BASE BID:

Base Bid	Tax (8.7%)	Total

- A. Re-glaze original windows on Courthouse with Glazing Compound, as required**
- B. Prepare surface, prime, and paint exterior windows and trim on Courthouse**
- C. Prepare surface, prime, and paint wood door on north side of Courthouse**
- D. Prepare surfaces and paint metal flashing / coping above Courthouse Annex entrance**
- E. Prepare surfaces, prime, and paint wood trim on east side of Administration Building**
- F. Strip old paint, prime, and paint metal exterior handrails on Administration Building**
- G. Remove and reapply non-slip coating on concrete walkways at Administration Building**
- H. Prepare upper and vertical concrete walkway surfaces and apply clear waterproofing finish**

OPTIONAL BID:

Base Bid	Tax (8.7%)	Total

- A. Prepare surfaces and paint exterior ADA handrails on north side of Courthouse**
- B. Prepare surfaces and paint exterior metal staircases, railing and brown handrails on Courthouse Annex**

Rate for any approved additional work: \$_____per hour

The Owner reserves the right to reject any or all bids for cause and to waive minor irregularities in the bidding.

The Owner will award the bid to the lowest or best bid, taking into consideration price, and other factors that will contribute toward their exercising judgment to obtain their best value. They reserve the right to reject any or all bids for cause and to waive minor irregularities in the bidding.

SALES TAX

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

CONTRACT PROVISIONS

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

TIME FOR COMPLETION

The Contractor agrees to coordinate the completion of all work within **forty-five (45) calendar days** after the date of Notice to Proceed (weather permitting).

BID GUARANTEE

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect. But if this proposal is not accepted within 30 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

ADDENDA

Receipt of Addenda numbered _____ is hereby acknowledged.

AWARD OF CONTRACT

If written notice of acceptance of all or part of this proposal is mailed, telegraphed, or delivered to undersigned within sixty (60) days after opening of proposals, the undersigned will, within ten (10) days after date of such notice, execute and deliver the Form of Agreement as specified and furnish Insurance Certificates, Performance Bonds, and Labor and Material Payment Bonds as required.

PREVAILING WAGES

The Undersigned hereby agrees to pay labor not less than the current prevailing rates of wages as determined by the State Bureau of Labor and Industries.

Signature of Bidder

Telephone Number

Title

Email Address

Name of Company

Address

NOTE: If Bidder is a corporation, write state of incorporation, or if Bidder is partnership, give full names and addresses of all partners.

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public Signature: _____

Print name: _____

My commission expires: _____

(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON
COUNTY OF SKAGIT

_____, being further duly sworn, on oath says that the bid submitted for **Exterior Painting** is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not herein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to him/herself an advantage over any other bidder or bidders.

By signing the proposal, The Contractor hereby declares, 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 or 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.

(Contractor)

By:_____

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public Signature: _____

Print name: _____

My commission expires: _____

(Seal)

LIST OF SUBCONTRACTORS

Pursuant to RCW 39.30.060, the following subcontractors will provide more than 10% of the Total Bid Amount.

NAME OF SUBCONTRACTOR	PERCENTAGE OF TOTAL BID AMOUNT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

BIDDER QUALIFICATIONS

Name of Bidder: _____

Providing the following information is mandatory in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “Non-Responsive”

- State of Washington Contractor Registration No. _____
- State of Washington Unified Business Identifier No. _____
- If applicable, Employment Security Department No. _____
- If applicable, State Excise Tax Registration No. _____
- Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? _____
 - o If not, please explain why.

The company has been in business continuously from (month and year)_____.

The company has had experience comparable to that required under the proposed contract:

- a. As a prime contractor for _____ years.
- b. As a subcontractor for _____ years.

The following is a partial list of work completed that was on an order of magnitude equal to or greater in scope and complexity to that required under the proposed contract.

	<u>Year</u>	<u>Type of Work</u>	<u>Contact Person</u>	<u>Phone No.</u>	<u>Location</u>	<u>Contract Value</u>
a.						
b.						
c.						

State the general character of business of the above named contractor:

The Contractor certifies by signing this agreement that contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by the Washington State Department of Labor & Industries. Further, Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the Debarred Contractor List at <https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>.

Contractor:

Authorizing Signature

Date



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (7/3/2018), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

****END OF BID SUBMITTAL FORMS SECTION****

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Facilities Management (hereinafter referred to as County) and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in “**Exhibit A**”.

2. County will compensate Contractor a maximum of \$_____ plus any applicable taxes, chargeable to GL expenditure code(s) #, or any others that may apply.

3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

4. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

5. This Contract shall commence on date of execution and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than _____ from date of execution.

6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "**Exhibit B**". The contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

9. Prevailing Wages:

If required, the Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CONTRACTOR:

Signature & Title of Signatory
(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

SAMPLE

DATED this _____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

Project Title:

Location:

SAMPLE

EXHIBIT "B"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
of the insurance policy.
- 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) Insurance is waived

Date: _____
Risk Manager