



## Skagit County Facilities Management

Eric Peterson, Facilities Coordinator

1800 Continental Place, Mount Vernon, WA, 98273

Phone (360) 416-1176

Email: [epeterson@co.skagit.wa.us](mailto:epeterson@co.skagit.wa.us)

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### **INVITATION TO BID – 5/21/2025**

**Project:** Skagit County Courthouse Annex 1<sup>st</sup> Floor Tenant Improvement Project

**Address:** Courthouse Annex, 605 South 3<sup>rd</sup>, Mount Vernon, WA 98273

Skagit County Facilities Management is requesting bid proposals for a prevailing wage contract to supply all labor, materials, equipment, and supervision for a tenant improvement project on the 1<sup>st</sup> floor of the Skagit County Courthouse Annex Building. Contracted work is primarily the addition of four offices and new flooring in 1<sup>st</sup> floor spaces. First floor will be unoccupied during Contract Work with no restrictions on work hours.

Bid Proposal Forms and the attached Certification of Wage Compliance must be received by 3:00 PM on Tuesday, June 17, 2025. County preference is to receive via email with scanned documents attached to [epeterson@co.skagit.wa.us](mailto:epeterson@co.skagit.wa.us), although can also be delivered to receptionist at 1800 Continental Place, Mount Vernon, WA, or mailed to Skagit County Facilities Management, 1730 Continental Place, Mount Vernon, WA 98273. No late proposals will be accepted, and the results will be shared with all vendors that submit a proposal.

- Contract and Bid Specifications shall include the following documents:
  - Bid Set Drawings – 6 pages, Courthouse Annex First Floor TI, dated 5/15/25
  - Construction Specifications, 72 pages, Courthouse Annex TI, dated 5/15/25
  - All project documents available for download at:
    1. <https://www.skagitcounty.net/Departments/rfp/main.htm>
- Bid submittal shall include attached Bid Proposal Form and the Certificate of Wage Compliance.
- See (Exhibit “A” & “B”) for reviewing purposes only of the standard Skagit County Vendor Service Contract Agreement.
- A non-mandatory pre-bid site visit for prospective bidders will be held onsite on Wednesday, June 4, 2025, at 1pm. Group will meet in front of the Courthouse near the flagpole & cannon display on south side of the building located at 205 West Kincaid Street Mount Vernon, WA 98273.
- Contracted Work start **shall start no earlier than Sep 1, 2025**, preferably before Sep 15, 2025. Skagit County Facilities Management will issue an official notice to proceed to selected vendor.
- All Contracted Work **must be completed no later than Dec 10, 2025**.
- Contractor shall not start work until a detailed project schedule has been provided to Skagit County Facilities Management and an official notice to proceed has been issued
- Contractors can submit questions to Eric Peterson via email [epeterson@co.skagit.wa.us](mailto:epeterson@co.skagit.wa.us) or phone 360-416-1176. Eric will distribute answered questions to all contractors on MRSC roster unless you express no intent to submit a bid.

#### CONTRACTOR REGISTRATION:

In order to perform public work, the successful Bidder and Subcontractor(s), prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations and a City of Mount Vernon business license.

#### RIGHT TO ACCEPT OR REJECT:

The County reserves the right to accept a proposal of the bidder submitting the lowest responsible and responsive bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the County is served thereby. The County also reserves the right to postpone the bid award for a period of fifteen (15) calendar days after the bid deadline.

Bids will only be accepted from contractors on MRSC Rosters, which is Skagit County's designated Small Works Roster. Skagit County is an Equal Opportunity and Affirmative Action Employer. Small, Minority, Veteran and Women-Owned firms are encouraged to submit bids.

Payment & Performance bonds are required and shall be provided before contract execution. This public works project is subject to 5% retainage requirements per RCW 60.28.011.



### Bid Proposal Form

To: **Eric Peterson, CFM** – [epeterson@co.skagit.wa.us](mailto:epeterson@co.skagit.wa.us)  
**Skagit County Facilities Management**  
**1800 Continental Place**  
**Mount Vernon, WA 98273**

From: **Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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- ❖ Contractor's License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  - ❖ Washington Unified Business Identifier (UBI) Number: \_\_\_\_\_
  - ❖ Federal Tax ID Number: \_\_\_\_\_ (Include Current: W-9)

In active and good standing with:

- Washington State Secretary of State's Office: ☐ Yes ☐ No
- Department of Revenue: ☐ Yes ☐ No
- Department of Labor & Industries: ☐ Yes ☐ No

### Scope of Work

**Project:** Skagit County Courthouse Annex - 1<sup>st</sup> Floor Tenant Improvement Project  
**Address:** Courthouse Annex, 605 South 3<sup>rd</sup>, Mount Vernon, WA 98273

Skagit County Facilities Management is requesting bid proposals for a prevailing wage contract to supply all labor, materials, equipment, and supervision for a tenant improvement project on the 1<sup>st</sup> floor of the Skagit County Courthouse Annex Building. Contracted work is primarily the addition of four offices and new flooring in 1<sup>st</sup> floor spaces. First floor will be unoccupied during Contract Work with no restrictions on work hours.

1. Contract and Bid Specifications shall include the following documents:
  - a. Bid Set Drawings – 6 pages, Courthouse Annex First Floor TI, dated 5/15/25
  - b. Construction Specifications, 72 pages, Courthouse Annex TI, dated 5/15/25
  - c. All project documents available for download at:
    1. <https://www.skagitcounty.net/Departments/rfp/main.htm>

**Bid Amount:**

<b>Bid Amount - Courthouse Annex TI Project</b>	<b>\$</b>
<b>Washington State Tax (8.8%)</b>	<b>\$</b>
<b><i>Project Total Amount:</i></b>	<b>\$</b>

Receipt of Bid Addendum numbered \_\_\_\_\_ is hereby acknowledged (if applicable).

**Administrative Notes:**

- Any invoice with contract # listed may be submitted to the following Skagit County Facilities Management email address for payment: [scfacilities@co.skagit.wa.us](mailto:scfacilities@co.skagit.wa.us).
- An Intent to Pay Prevailing Wages will need to be filed with the Department of Labor and Industries for value and duration of the contract prior to any work, with Affidavits filed prior to the County submitting a Notice of Completion. Contractor will file an affidavit annually for applicable unit price or service contracts. Intent and affidavit instructions can be located at <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/>.
- Prevailing wage rates may be found at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.
- Washington State Sales Tax Rate: <https://webgis.dor.wa.gov/taxratelookup/SalesTax.aspx> shall be added to the contract based on location of services.
- It will be the responsibility of the Contractor to obtain/procure any necessary city, state or federal permits, and all inspections will be scheduled by the Contractor including being onsite for all inspections and coordinated with Skagit County Facilities Staff.
- All identified deficiencies shall be shared with Skagit County Facilities Management for option to correct with County technicians or to authorize Contractor to make repairs.

Any other items for consideration:

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**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.

If our bid is accepted, we agree to furnish required evidence of insurance and the signed contract within seven (7) calendar days of receiving the draft contract.

If our bid is accepted and a contract for performance of work is entered into with Skagit County, we agree to so plan the work and to prosecute it with such diligence that all of the work shall be completed within periodicities stated in the contract. We understand that Skagit County reserves the right to reject any or all bids and to determine which proposal is, in the judgment of Skagit County, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of Skagit County and that Skagit County also reserves the right to waive any informalities in any proposal or bid.

**BIDDER'S ADDRESS:** Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address we provided on this form.

**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 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.

NOTE: This proposal form is not transferable, and any alteration of the firm's name entered hereon without prior permission from the Facilities Management Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE: \_\_\_\_\_

Date:\_\_\_\_\_ Printed Name:\_\_\_\_\_

By: Business Name: \_\_\_\_\_

## EXHIBIT "A"

### **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 \$\_\_\_\_\_ plus applicable 8.8% tax (based on location of work) of \$\_\_\_\_\_ not to exceed \$\_\_\_\_\_, chargeable to GL expenditure code #340 564411462xx, 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 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 past December 31, 20xx, but with an option to extend one additional year (if applicable).
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 contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages: 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.

11. County will add selected project into the Washington State L&I Portal.

**CONTRACTOR:**

N/a  
Signature & Title of Signatory

(Date \_\_\_\_\_)

N/a  
Print Name

N/a  
Title

Mailing Address:

Email:

Telephone #

WA UBI #

Federal Tax ID #

Contractor License #

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Peter Browning, 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 "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. Contractor's 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