



Skagit County Parks Department
Ken Hansen, Director
1730 Continental Place, Mount Vernon, WA, 98273
Phone (360) 416-1179
Email: khansen@co.skagit.wa.us

Invitation to Bid

Project: Hilt Creek Falls Park
Address: SR-530 MP 63.87, Concrete, WA 98237
(roughly located at 14100 State Route 530)

Skagit County Parks Department is requesting bid proposals for a prevailing wage project job to supply all labor, materials, equipment and supervision to construct a gravel access road, parking, concrete pad, and associated stormwater system improvements. All work performed under this contract shall conform to the current edition of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications), as supplemented by the project plans, special provisions, and any addenda issued for this project. Project shall be substantially complete by October 30, 2026 to match the specifications and drawings included in this invitation to bid. Culvert crossing at the entrance is not included in scope of bid service and will be installed by the County.

Bid Proposal Form and Contractor Certification Form must be received by 4:00 PM on Tuesday, August 11, 2026. County preference is to receive via email with scanned documents attached to khansen@co.skagit.wa.us, although bid can also be delivered to receptionist at 1800 Continental Place, Mount Vernon, WA, or mailed to Skagit County Parks Department, 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.

The Estimate of the Total Bid Price is one hundred fifteen thousand dollars (\$115,000.00).

A non-mandatory pre-bid conference and site visit for prospective bidders will be held on July 27, 2026. The meeting will take place at 10:00 AM at the project site address.

Technical questions regarding the project must be submitted by email to David Galbraith, P.E. at dgalbraith@psurvey.com. Questions must be received by July 31, 2026. Pacific Surveying and Engineering, Inc. will provide confirmation of the question(s) receipt within 2 business days; if a bidder does not receive such confirmation, it is solely responsible to re-send the question(s). Owner's responses will be provided to all bidders by addendum. No oral responses from the Owner or its representatives may be relied upon by bidders.

CONTRACTOR REGISTRATION:

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

In order to perform public work, the successful Bidder and Subcontractors, 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.

BIDDER RESPONSIBILITY CRITERIA:

To be considered a responsible bidder, the Bidder and the Bidder's subcontractors must meet the Bidder responsibility criteria. By submitting a bid, the bidder confirms it has read, understands and meets the responsibility criteria. The bidder also confirms it has included those items required to be submitted with the bid as noted in said Section.

Public Works Contract requirements include:

- A. **PAYMENT AND PERFORMANCE BONDS:** One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner. Payment & Performance bonds will be required unless price is below \$150,000 and Contractor elects to use 10% retainage in lieu of the bonds per RCW 39.08.010.
- B. **CONTRACTOR'S CERTIFICATION:** Concerning Labor Standards and Prevailing Wage Requirements. Submit Statement of Intent to Pay Prevailing Wages. (Form F 700-029-000, available at Offices of Washington State Department of Labor and Industries).
- C. **RETAINAGE:** Project will be subject to 5% retainage requirements per RCW 60.28.011 for projects over \$35,000. Contractor may elect to submit a bond in lieu of this contract retainage.

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 registered by bid due date on MRSC Rosters, which is Skagit County's designated Small Works Roster. Bid results will be shared with all that submit a bid and posted to the County webpage at <https://www.skagitcounty.net/Departments/rfp/main.htm>.

EQUAL OPPORTUNITY PROVISION:

Skagit County is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-Owned firms are encouraged to submit bids. Skagit County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

WITHDRAWAL OF BID:

No proposal may be withdrawn after the time set for the opening thereof, unless the Award of the Contract is delayed for a period of forty-five (45) calendar days.

Contract Drawings and Technical Specifications

The following Contract Drawings and Technical Specifications for the **Hilt Creek Falls Park** are included with the Contract Documents and hereby incorporated by reference and made a part of this Contract as if they were attached:

Contract Drawings:

<u>Sheet No.</u>	<u>Sheet Title</u>
01 of 08.....	Cover Sheet
02 of 08.....	Existing Conditions
03 of 08.....	Proposed Site Plan
04 of 08.....	Proposed Grading & Drainage Plan
05 of 08.....	Proposed Driveway Plan & Profile STA 10+00 – STA 15+00
06 of 08.....	Proposed Driveway Plan & Profile STA 15+00 – STA 18+50
07 of 08.....	TESCP
08 of 08.....	Details (1)

Technical Specifications:

Technical Specifications are included in the Contract Drawings.

Reference Documents

The following permits for **Hilt Creek Falls Park** are provided for reference, as if they were attached:

- Permit Documents:
 - Skagit County Floodplain Permit (FP24-0048)
 - Skagit County Land Disturbance Activity (LDA-2025-0061)
 - WSDOT Access Connection Permit (AC 24090021)

General Notes

- 1 Materials: All materials and construction shall be as indicated on the Contract Drawings, Technical Specifications and Skagit County Standards.
- 2 Specifications: In the event there is a conflict in the Contract information, the following order shall be used for determination as to which prevails; a) the Bid Documents, b) Contract Drawings, and c) Local Codes.
- 3 Mobilization: Mobilization shall include all work and cost associated with mobilizing the Contractor's equipment and materials to the Site ready to begin work. When the Project is complete, Demobilization shall include all work associated with removing all equipment, disposable materials, and miscellaneous materials from the Project Site and leaving the Site in a clean and orderly manner.
- 4 Regulations: The Contractor shall fully comply with all Federal, State, and Local Laws and Regulations to protect the public and its employees during the Project.

- 5 Licenses: The Contractor shall have or shall obtain a Skagit County business license prior to commencing the Work and maintain such license until Final Acceptance.
- 6 Insurance: The County has determined that Contractor's Pollution Liability Insurance is not required for the project.
- 7 Permits: The County will obtain the permits identified in the Contract Documents. The Contractor must comply with any and all permit conditions.
- 8 The Contractor shall provide a Schedule of Values for all lump sum bid items following contract execution.
- 9 The Contractor shall provide submittals for all materials and work items to be performed or installed. A list of submittals shall be prepared and provided to the Owner along with the Schedule of Values.
- 10 The Contractor shall remove all demolition materials and construction related debris from the project site at the completion of work. Final site cleanup and restoration to be approved by the County.

SKAGIT COUNTY PARKS & RECREATION
EMAIL TO khansen@co.skagit.wa.us OR DELIVER TO:
1730 CONTINENTAL PLACE, MOUNT VERNON, WA 98273

B I D F O R M

In compliance with the contract documents, the following bid form is submitted:

1) BASE BID (Gravel access road, parking, concrete pad, and stormwater improvements)

(Please print dollar amount in space above)

\$ _____

(do not include Washington State Sales Tax)

TRENCH EXCAVATION SAFETY PROVISIONS

\$ _____

(Included also in Base Bid)

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid **and indicated above** for adequate trench safety systems in compliance with Chapter 39.04 RCW. 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES (*None*)

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____

Do not include Washington State Sales Tax in **alternate amounts**.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

TIME FOR COMPLETION:

Contract Time - The undersigned hereby agrees to Substantially Complete all the work under the Base Bid (and accepted Alternates) by October 30, 2026.

Final Completion – All the Work shall be fully and finally completed in accordance with the contract documents within 14 calendar days after the date of Substantial Completion.

RECEIPT OF ADDENDA

Receipt of the following addenda is acknowledged:

Addendum No. _____
Addendum No. _____
Addendum No. _____

Addendum No. _____
Addendum No. _____
Addendum No. _____

Name of Firm _____

NOTE: *If Bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.*

Signed by _____ Official Capacity _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____ Telephone _____ Email _____

State of Washington Contractor's License No. _____

Federal Tax ID # _____ E-mail address: _____

Employment Security Department No. _____

**CONTRACTOR CERTIFICATION
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
WASHINGTON STATE PUBLIC WORKS CONTRACTS**

Return this signed “Contractor Certification” with your signed Bid Form

Prior to awarding a public works contract, Skagit County Parks, Recreation, Fair and Facilities Department is required to determine that a bidder meets the responsibility criteria to be considered a ‘responsible bidder’ and is qualified to be awarded a public works project. See [RCW 39.04.350\(1\)\(g\) & \(2\)](#). Pursuant to legislative enactment in 2017, the responsibility criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

I hereby certify, on behalf of the firm identified below, as follows (check one):

- ☐ **NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- ☐ **VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, effective upon the date of mutual execution, is made and entered into between Skagit County, herein referred to as County, and _____, hereinafter referred to as Contractor.

WITNESSETH:

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

- I. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **Hilt Creek Falls Park Project** in accordance with and as described in the attached plans and specifications and the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction* (Standard Specifications), as supplemented by the project plans, special provisions, and any addenda issued for this project.
 - a. Drawings: Hilt Creek Falls Park Site Improvements 6/29/26 Bid Set 8 pages
 - b. Technical Specifications within Invitation to Bid 7/16/26 2 pages
- II. 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 this contract and every part thereof and shall guarantee said materials and work for a period of one year after substantial completion of this contract, except as may be modified by the plans, specifications and/or contract documents.
- III. Skagit County, Washington, hereby promises and agrees with the Contractor to retain and does retain 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 according to 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 prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- IV. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.
- V. It is further provided that no liability shall attach to Skagit County by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written, and the Authorized Official has caused this instrument to be executed by and in the name of Skagit County the day and year first above written.

CONTRACTOR

Signature _____

Mailing Address:

Printed _____

Title _____

Date _____

DATED this ____ day of _____, 2026.

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

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

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

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28 RCW**, at the option of the Contractor, shall be:

- ☐ 1. I hereby elect to have the retained percentage of this contract held in a fund by Skagit County in a non-interest bearing account.
- ☐ 2. I hereby elect to have Skagit County deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

I hereby further agree to open the interest-bearing account in a qualified financial institution. I further agree to provide instructions to the bank to provide Skagit County Parks with a monthly account statement to the attention of the Project Manager. Prior to Skagit County depositing any funds into the account, the CONTRACTOR shall obtain a letter from the financial institution on their letterhead stating the account number and bank address and confirming they will not release any funds until authorized in writing by Skagit County.

- ☐ 3. I hereby elect to have Skagit County invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

Skagit County shall not be liable in any way for any costs or fees in connection therewith. Prior to Skagit County investing any funds in an escrow account, the CONTRACTOR shall obtain an escrow agreement from the repository stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by Skagit County. Additionally, Skagit County Public Works will require a monthly statement from the bank for the escrow account.

- ☐ 4. I hereby elect to obtain a Retainage Bond acceptable to Skagit County, and agree to provide the original bond to the County. I acknowledge that no retainage will be held by Skagit County from the CONTRACTOR when Skagit County has received an acceptable bond.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Company Name

Date

Authorized Signature

Title

Print Name

Phone Number