

# INVITATION TO BID

PARKING LOT/SIDEWALK REPAIRS,  
MAINTENANCE, AND STRIPING  
SERVICES | BID NO. 2022.07.19

## TABLE OF CONTENTS

1. OVERVIEW.....	2
2. BACKGROUND .....	2
3. SERVICE DESCRIPTION AND SCOPE OF WORK .....	2
4. TIMELINE .....	3
5. QUESTIONS REGARDING ITB.....	3
6. BID DOCUMENTS .....	4
7. EVALUATION PROCESS .....	6
8. TERMS AND CONDITIONS.....	8
9. ATTACHMENTS .....	15

# SNO-ISLE LIBRARIES

## 1. OVERVIEW

Sno-Isle Libraries is seeking to secure a qualified contractor for parking lot/sidewalk repairs, maintenance, and striping services for our Community Libraries. The Contractor shall provide such services as requested by Sno-Isle Libraries in accordance with the terms and conditions set forth in this Invitation to Bid (ITB) and included in attachments incorporated and made part of this ITB. The following Sno-Isle community libraries are included in this solicitation:

- Marysville Library
- Monroe Library
- Mukilteo Library
- Snohomish Library

Bids must demonstrate the Contractor's understanding of the requirements described in this ITB, adhering to the specifications as designed herein. Once a contractor is selected, an agreed upon schedule and contract will be completed.

## 2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district serving more than 800,000 people in Snohomish and Island Counties through 23 community libraries, mobile, and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

## 3. SERVICE DESCRIPTION AND SCOPE OF WORK

**3.1** The specific scope of work is detailed in the accompanying **Attachment A: Scope of Work**. Contractors are requested to submit a Bid for the requirements defined herein.

The Contractor must provide information in enough detail to demonstrate a thorough understanding of the necessary steps and tasks required to communicate and manage the services in this scope.

**3.2** Project Deliverables: Provide details to the communication and performance management tools used by the Contractor to help describe progress, impacts, and outcomes. Include how the delivery of these services will be monitored, measured, and reported to Sno-Isle Libraries.

**3.3** Project Schedule Per Site: Provide a proposed schedule for each location to include what days of the week will be worked, time of arrival and departure on each workday and length of time the project will be completed. Include phased approach if work will be performed during library business hours.

**3.4** The Bid should follow the details and specifications per the Scope of Work (**Attachment A**) and Site Plan(s) and Bid Summary Sheet (**Attachments B - D**).

- **Attachment A:** Scope of Work
- **Attachment B-1:** Monroe Library – Site Plan
- **Attachment B-2:** Mukilteo Library – Site Plan
- **Attachment B-3:** Snohomish Library – Site Plan
- **Attachment B-4:** Marysville Library – Site Plan
- **Attachment C:** Sno-Isle Location Map and Site Tour Dates
- **Attachment D:** Bid Summary Sheet

# SNO-ISLE LIBRARIES

## 3.5 Prevailing Wage Requirements

Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing wage rate determined by the State of Washington. Contractor shall pay the wage rates for each contract term. Contractor is cautioned to take into consideration all statutory legal requirements, particularly the payment of prevailing wages, reporting requirements for the use of Subcontractors, 10% retainage withheld in lieu of retainage and payment/performance bonds, notice of completion requirements, and sales tax implications in submitting a bid.

The current prevailing wage rates for all public works classifications for Snohomish County is included as **Attachment E** to this document.

To be considered for award, the business must have completed or be “exempt” from the Washington State Department of Labor and Industries Prevailing Wage required training effective July 1, 2019.

Finally, this statement must be included on all invoices:

**“We certify prevailing wages were paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency.”**

## 4. TIMELINE

July 19, 2022	ITB Issued
July 21-22, 2022	Site Visits
July 26, 2022	Questions Due by 12:00pm (PDT)
August 1, 2022	Addenda Issued (if necessary) by 5:00pm (PDT)
August 9, 2022	Bid Submissions Due by 2:00pm (PDT)
August 16, 2022	Contract Awarded

*Site visits are encouraged but not mandatory. Site visits are restricted to the outdoors only. All questions must be submitted in the manner outlined in Section 5.*

## 5. QUESTIONS REGARDING ITB

Questions surrounding this ITB should be submitted via email to [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) in accordance with **Section 4. Questions via telephone will not be accepted.** Responses to questions will be posted on Sno-Isle Libraries’ website as an addendum to this ITB (<https://www.sno-isle.org/vendors/>; click on *Current Projects*) and will be distributed to all email addresses related to this Bid. Responses in the form of an Addenda will be provided by **5:00pm (PDT), August 1, 2022.**

## 6. BID DOCUMENTS

### 6.1 Bid Contents

Sno-Isle Libraries is looking for succinct answers with relevant information.

# SNO-ISLE LIBRARIES

## 6.1.1 Cover Letter

Please include the following:

- (1) Summary of Contractor's organization's background and experience;
- (2) The identification of the Contractor, including name, address, email address and telephone number;
- (3) The name, title, address, email, and telephone number of contact person during period of Bid evaluation; and
- (4) The signature of a person authorized to bind Contractor to the terms of this Bid.

## 6.1.2 Format

To standardize responses and simplify comparison and evaluation of responses, all Bids must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the Bid packet under a single cover. The Bid length shall be limited to a maximum of twenty-five (25) single-sided pages, not including attachments. Minimum font size shall be eleven (11) point.

*Please note that all Bid Submissions should be submitted blindly; please remove any identifying company information (such as logos, trademarks, etc.) from the Bid packet provided.*

*In keeping with Sno-Isle Libraries' environmental sustainability efforts, do not bind your Bid, nor include binders, report covers or unrequested indexing/divider pages. Use of recycled content paper is preferred.*

**6.1.2.1 Licensing and Certification:** Provide proof of all current licensing required by the State of Washington for performing this type of work in conjunction with public works projects. List any professional certifications, registrations, and licenses pertaining to this project. Contractor shall be required to demonstrate that at the time of submitting its Bid it has in effect all licenses, permits, and authorizations to provide all services it proposes.

**6.1.2.2 Experience & Key Personnel:** Identify key staff, and primary account manager who will be assigned to the contract. Indicate the experience, responsibilities, and qualifications of such personnel, and include the amount of time each will be dedicated to the contract. Include information supporting an individual's particular skill sets related to this contract; their education, experience, significant accomplishments, and any other pertinent information.

**6.1.2.3 Quality Control & Safety:** Explain how the oversight of quality workmanship, safety, and on-time performance to schedule is managed to provide the most efficient completion and best results. Also provide an organizational chart indicating lines of authority for adhering to such processes involved in performance of this ITB and contract.

# SNO-ISLE LIBRARIES

**6.1.2.4 References & Similar Work:** Provide five (5) local references within the last five years for projects of similar work, scope duration, and/or size that will help Sno-Isle Libraries determine the best fit, skill level, experience, and coordination level required for this project. Include 5 site addresses for where the work was performed. **See Section 8.14 for specific reference requirements for this project.**

**6.1.2.5 Contingency or Risk Plan:** The Contractor must identify potential risks which are considered significant to the services performed. Identify how the Contractor would propose to effectively monitor and manage these risks and take action to mitigate such risks with contingency plans that help ensure completion of the work. Contractor will provide a safety plan, which includes, safety protocols and/or guidelines on informing clients.

Failure to comply with the instructions contained in this section may result in a Contractor's Bid being deemed non-responsive and disqualified. The requirements included are grouped by subject matter but are not listed by importance. Contractors are encouraged to read all requirements prior to preparing a Bid.

## 6.1.3 Costs

Provide a not-to-exceed budget amount with high-level detail including all associated costs and staff expenses necessary to accomplish the required tasks and deliverables based on an understanding of the ITB specifications and **Scope of Work (Attachment A)**.

**Attachment D: Bid Summary Sheet** must be completed in its entirety and submitted as a part of this Bid.

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The **Bid Summary Sheet** shall be all-inclusive and must include the annual costs for baseline parking lot/sidewalk repairs, maintenance, and striping services and the following fees:

- Tax
- Administrative Fees (including Intent/Affidavit filing through Labor and Industries, business registration fees, etc.)
- Travel

No other monies will be paid for items omitted by the Contractor, unless requested and approved in advance in writing.

## 6.1.4 Signed Certifications & Assurances

Sign and submit the **Certifications and Assurances** form (**Attachment F**) as part of your Bid.

# SNO-ISLE LIBRARIES

## 6.1.5 Signed Statement of Contractor Information

Sign and submit the **Statement of Contractor Information (Attachment G)** as part of your Bid. This form must be completed and submitted with the Bid to comply with RCW 39.04.350.

## 6.2 Submitting a Bid

**6.2.1** Bids may be submitted via email, mail, courier, or in-person. Bids should be in writing and include links or attachments to materials which support, validate, or demonstrate the qualifications of the submitter. The format may be a Word or PDF document.

**6.2.2** Emailed bids should be sent to [Vendorsubmissions@sno-isle.org](mailto:Vendorsubmissions@sno-isle.org).

**6.2.3** If the Bid is mailed/delivered, it shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist – BID SUBMITTAL.

**6.2.4** No bid shall be considered which has not been received at Sno-Isle Libraries' Service Center before the bid submittal deadline specified in the Timeline (Section 4). Bidder shall assume full responsibility for timely delivery of its bid at the specified location.

The deadline for submission/receipt is **2:00pm (PDT), August 9, 2022**.

If you would like confirmation of receipt of Bid, please request via email ([vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)) at the time of submission.

## 6.3 Revision / Rejection of Bids

Sno-Isle Libraries reserves the right to “revise” or “amend” the ITB prior to the Bid due date by “written addenda.” Any addenda issued will require acknowledgment of receipt of addenda as part of the Bid submission.

Any bids submitted past the due date and time will not be considered.

## 7. EVALUATION PROCESS

### 7.1 Criteria

Bids will be evaluated to consider how well the Bid meets the objectives and scope of work in the most efficient and professional manner at the most appropriate skill and technical level for a project of this size. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the Bid.

The winning Bid will be evaluated according to the following criteria:

#### 7.1.1 Costs

The evaluation process is designed to award this contract not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this ITB.

- Evaluation of the accuracy and understanding of the costs submitted.

# SNO-ISLE LIBRARIES

- Evaluation of the costs of all required cost breakdowns as detailed under **Section 6.1.3.**

## **7.1.2 Service Management** (as detailed in **Section 3.1 through 3.4**):

- Work Plan
- Proposed Schedule Per Site

## **7.1.3 Qualifications** (as detailed in **Section 6.1.2.1 through Section 6.1.2.5**):

- Licensing
- Experience & Key Personnel
- Quality Control & Safety Plan
- References & Similar Work
- Contingency or Risk Plan

## **7.1.4 Certified Veteran, Minority, and Women Owned Businesses**

- Department of Veteran Affairs certified veteran-owned businesses
- Business certified by the Office of Minority and Women's Business Enterprises as being minority- or women-owned

The evaluation factors identified above reflect a wide range of considerations. All Bids will be evaluated using the same criteria.

## **7.2 ITB Scoring Matrix**

<b>ITB SCORING MATRIX</b>	<b>POINTS</b>	<b>SCORE</b>
<b>Costs</b>	<b>100</b>	
Computations	10	
Evaluation of the costs of all required cost breakdowns in Bid Summary Sheet	90	
<b>Project Management</b>	<b>100</b>	
Work Plan	40	
Proposed Schedule Per Site	60	
<b>Qualifications</b>	<b>100</b>	
Firm Experience & Key Personnel Experience	25	
Quality Control & Safety Plan	25	
References, and Similar Work (current)	25	



# SNO-ISLE LIBRARIES

Contingency or Risk Plan	25	
Veteran, Minority, and Women Owned Business	15	
<b>Total Points</b>	<b>315</b>	<b>0</b>

## 7.3 Evaluation and Award

Responsive bids will be evaluated strictly in accordance with the requirements stated in the solicitation and any addenda issued. The evaluation of bid packages shall be accomplished by an evaluation team, to be designated by Sno-Isle Libraries, which will determine the ranking of the bids.

The Procurement Specialist may contact the Contractor for clarification of any portion of the Contractor's bid package.

Sno-Isle Libraries reserves the right to award the Contract to the Contractor whose bid is deemed to be in the best interest of Sno-Isle Libraries.

### 7.3.1 Notification to Bidders

Sno-Isle Libraries will notify the Apparent Successful Bidder of their selection upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email.

## 8. TERMS AND CONDITIONS

### 8.1 Minimum Qualifications and Bidder Responsibility Criteria

Contractors must comply with the requirements of Bidder Responsibility Criteria as set forth in RCW 39.04.350 and RCW 39.06.02 and must be regularly engaged in providing the services proposed.

A qualified Contractor shall be defined to mean:

- One which has provided such services for a minimum of five (5) years;
- Experience with jobs with similar project scopes;
- Experience managing and administering contracts that require Washington State Prevailing Wage rates;
- Is in good standing with the Washington State Department of Labor & Industries and Department of Revenue.
- Complies with the criteria and requirements in the **Certification and Assurances (Attachment F)**.

Bid packages from other than qualified and responsible Contractors will be rejected as non-responsive. Any Contractor considered to be non-responsible will be notified during the evaluation process, allowing the Contractor the ability to appeal with two (2) days upon notification before a final determination on responsibility is reached. Final award

# SNO-ISLE LIBRARIES

will occur no earlier than two days after the Contractor's receipt of final responsible determination notification.

## **8.2 Minority and Women Owned Business Participation**

In accordance with Chapter 39.19 RCW, Sno-Isle Libraries encourages participation in all its contracts by firms certified by the Office of Minority and Women's Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

## **8.3 Qualification of Bidders**

Sno-Isle Libraries reserves the right to investigate Contractors as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Bidders shall furnish to Sno-Isle Libraries all such information and data as required for this purpose. Sno-Isle Libraries also reserves the right to reject any Bid if evidence submitted by Contractor, or in Sno-Isle Libraries' investigation of Contractor, fails to satisfy Sno-Isle Libraries that the Contractor is properly qualified to meet the obligations of the Contract and fails to adhere to or deemed non-responsible per **Section 8.1** above.

## **8.4 Bid Award / Award of Contract**

Sno-Isle Libraries shall issue a Contract to the successful Contractor. Work may proceed when the following conditions have been met:

- The Contract has been awarded and fully executed by both parties.
- A Certification of Insurance, with Sno-Isle Libraries and all related locations named as additional Insureds, has been received by the Procurement Specialist.
- A Purchase Order for the services has been sent by Sno-Isle Libraries and received by Contractor.

## **8.5 Procedure When Only One Bid Is Received**

If Sno-Isle Libraries receives a single responsive, responsible Bid, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Bid. The Contractor shall promptly provide all cost or pricing data, documentation and explanation requested by Sno-Isle Libraries to assist in such analysis.

By conducting such analysis, Sno-Isle Libraries shall not be obligated to accept the single Bid. Sno-Isle Libraries reserves the right to reject such Bid or any portion thereof.

## **8.6 Cost of Bid**

Sno-Isle Libraries will not be liable for any costs incurred by the Contractor in preparation of a Bid submitted in response to this ITB, in conduct of a presentation, or any other activities related to responding to this ITB.

## **8.7 Modification of Bids**

A Bidder may modify its Bid in writing prior to the time and date designated for the receipt of Bids. The modification must conform in all aspects to the requirements and marking of Bids. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Bid.

# SNO-ISLE LIBRARIES

## **8.8 Waiver of Minor Administrative Irregularities**

Sno-Isle Libraries reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bid.

## **8.9 Rejections of Bids**

Sno-Isle Libraries reserves the right to reject any Bid for any reason including, but not limited to the following: (1) any Bid which is incomplete or lacking necessary detail and specificity; (2) any Bid that is not submitted on time; (3) any Bid which has any qualification, addition, limitation or provision attached to the Bid; (4) any Contractor whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (5) any Contractor which is not approved as in compliance with the requirements for equal employment opportunity; (6) any Bid for which a Contractor fails or neglects to complete and submit any qualifications information within the time specified by Sno-Isle Libraries; (7) any Bid submitted by a Contractor who is not registered or licensed as required by the laws of the State of Washington or local government agencies; and (8) any Contractor deemed a non-responsible bidder. In consideration for Sno-Isle Libraries review and evaluations of its Bid, the Contractor waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation and presentation of Bids submitted in response to this ITB.

## **8.10 Acceptance Period**

Bids must provide sixty (60) days for acceptance by Sno-Isle Libraries from the Bid Opening Date.

## **8.11 Most Favorable Terms**

**8.11.1** Sno-Isle Libraries reserves the right to make an award without further discussion of the Bid submitted. Therefore, the Bid should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Contractor for clarification of its Bid.

**8.11.2** The Apparent Successful Contractor should be prepared to accept this ITB for incorporation into a Contract resulting from this ITB. Contract negotiations may incorporate some or the Contractor's entire Bid. It is understood that the Bid will become a part of the official procurement file on this matter without obligation to Sno-Isle Libraries.

## **8.12 Proprietary Information / Public Disclosure**

All Bids received shall become the property of Sno-Isle Libraries and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director or designee. After a contract is signed, all Bids received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Bid that is proprietary must be clearly marked or designated as "confidential" to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

## 8.13 Protest Procedure

Protests may be made only by Contractors who submitted a response to this solicitation document. The Contractor is allowed two (2) business days to file a protest. Protests must be received by the Procurement Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractor under this procurement.

**8.13.1** All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the ITB number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

**8.13.2** Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the ITB document or Sno-Isle Libraries' policy.

**8.13.3** Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: (1) an evaluator's professional judgment on the quality of a Bid, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by Sno-Isle Libraries. Sno-Isle Libraries' Executive Director or an employee appointed by the Executive Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that also submitted a Bid, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Sno-Isle Libraries Executive Director or employee appointed by the Executive Director shall:

**8.13.3.1** Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or

**8.13.3.2** Find only technical or harmless errors in Sno-Isle Libraries' acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

# SNO-ISLE LIBRARIES

**8.13.3.3** Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all Bids, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **8.14 References (Mandatory)**

List names, addresses, telephone numbers, email addresses and local building locations of the services provided of five (5) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include Sno-Isle Libraries' staff (former or current) as references. By submitting a Bid in response to this ITB, the Contractor grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information. Sno-Isle Libraries may have the option for an unannounced site visit as part of the reference check.

## **8.15 Responses Become Property of Sno-Isle Libraries**

All materials submitted in response to this request becomes the property of Sno-Isle Libraries. Selection or rejection of a response does not affect this right.

## **8.16 Commercial General Liability Insurance**

Contractor shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this Contract, Contractor shall provide Sno-Isle Libraries with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Contractor's liability policy(cies), naming Sno-Isle Libraries, its officers, employees, and agents as Additional Insureds.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Contractor agrees to repair and replace all property of Sno-Isle Libraries and all property of others damaged by itself, its employees, and subcontractors, and agents.

This contract is to be done at the Contractor's risk and acknowledges the conditions and other contingencies likely to affect the work and has included that in the Bid accordingly. The Contractor is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

## 8.17 Workers' Compensation Coverage

All contractors and subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach of contract. This obligation survives final acceptance.

The Contractor will always comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Sno-Isle Libraries will not be held responsible in any way for industrial insurance claims filed by the Contractor or their employees for services performed under the terms of this Contract.

## 8.18 Codes and Standards

Contractor shall provide all work in accordance with all applicable codes that are in force at the time of the Bid submission for the jurisdiction in which the work is being performed. If the contractor does not meet the scope of the project, Sno-Isle Libraries reserves the right to terminate the contract and rebid the work.

## 8.19 Permits & Fees

The Contractor shall be responsible for providing and paying all fees associated with all permits that are required.

## 8.20 Commitment of Funds

No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract and purchase order(s) from the Procurement Specialist.

## 8.21 Intents & Affidavits

Before any invoices can be approved for payment on the project, the Contractor and any subcontractors must file a "*Statement of Intent to Pay Prevailing Wages*" with the Industrial Statistician of the Department of Labor and Industries (L&I). L&I charges a fee for such approval and certification, which shall be paid by the Contractor. Any change in the fee will not be grounds for revision of the Contract Sum. No final payment will be made on this project until the Contractor and each subcontractor has submitted an approved L&I "*Affidavit to Pay Prevailing Wages*" with the properly completed invoice(s) for the period.

## 8.22 Billing Procedures and Payment

Sno-Isle Libraries will pay Contractor upon receipt of properly completed invoices (including L&I approved filings and required statutory wording on invoices). A valid W-9 is required before any payment can be issued. The invoices shall describe and document to Sno-Isle Libraries' satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Payment shall be considered timely if made by Sno-Isle Libraries within thirty (30) days after receipt of properly completed invoices, approved L&I filings, and releases upon completion of the project from the three (3) agencies, L&I, Department of Revenue and



# SNO-ISLE LIBRARIES

Employment Security Department, per Sno-Isle Libraries' filed Notice of Completion. Payment shall be sent to the address designated by the Contractor.

Sno-Isle Libraries may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

## **8.23 Hold Harmless and Indemnification**

The Contractor shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Sno-Isle Libraries, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, its officers, employees, agents and volunteers, the Contractor shall pay the same.

## **8.24 Subcontractors**

The Contractor shall, in all its subcontract agreements, ensure that all subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Sno-Isle Libraries, in strict accordance with all terms and conditions of the Contract documents. Nothing contained herein, however, shall be interpreted as creating a contractual relationship between Sno-Isle Libraries and any subcontractor. The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any work under the Contract with the Contractor.

# **SNO-ISLE LIBRARIES**

## **9. ATTACHMENTS**

- **ATTACHMENT A: Scope of Work**
- **ATTACHMENT B-1: Marysville Library – Site Plan**
- **ATTACHMENT B-2: Monroe Library – Site Plan**
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- **ATTACHMENT D: Bid Summary Sheet**
- **ATTACHMENT E: Snohomish Prevailing Wage Rates Effective 07.19.2022**
- **ATTACHMENT F: Certifications and Assurances Form**
- **ATTACHMENT G: Statement of Contractor Information**