



# INVITATION TO BID

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2020 TREE TRIMMING & REMOVAL SERVICES UNIT PRICE  
CONTRACT - UPDATED | BID NO. 2020.11.18

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## SECTION 1 SUMMARY OF SCOPE

### 1.1 Timeline

November 18, 2020	BID SOLICITATION ISSUED
November 23, 2020	PRE-PREPOSAL MEETING AT 9:00AM (Pacific local time) <b>Meeting to be held via Microsoft Teams. Interested contractors please contact Tom Kreinbring (<a href="mailto:tkreinbring@sno-isle.org">tkreinbring@sno-isle.org</a>) to obtain a link to the meeting.</b>
November 30, 2020	QUESTIONS DUE BY 12:00PM (Pacific local time)
December 4, 2020	ADDENDA ISSUED (if necessary) BY 12:00PM (Pacific local time)
December 30, 2020	BIDS DUE BY 2:00PM (Pacific local time)
Week of December 30, 2020	CONTRACT AWARDED

### 1.2 Scope of Work

Sno-Isle Libraries is seeking Tree Trimming & Removal Services on a contracted Unit Price basis. The successful contractor is to provide labor, material, equipment, and supervision as necessary to successfully perform this contract. Sno-Isle Libraries will award to gain coverage for both counties. Contractors may submit for either county or both. Request for quotes under this bid will be on an “as needed” basis. This contract may be used for emergency work, service work and scheduled projects. Emergency response may be required in order to maintain the progress of work during another project(s) due to prioritization, or if Sno-Isle Libraries deems there to be a danger to patrons, staff or buildings, and/or to expedite occupancy of the premises.

## SECTION 2 COMPANY SUMMARY

### 2.1 Summary of Sno-Isle Libraries

Sno-Isle Libraries is a two-county public library district serving more than 770,000 people in Snohomish and Island counties through 23 community libraries, mobile, and online library services. The organization’s administrative headquarters and distribution facility is located at 7312 35<sup>th</sup> Avenue NE, Marysville, Washington 98271.

## SECTION 3 SOLICITATION REQUIREMENTS

### 3.1 Bid Form Instructions

- 3.1.1 Bids shall be made using the Bid Forms provided by Sno-Isle Libraries (see Section 8, Attachments & Exhibits) and shall be signed by the Bidder or Bidder's authorized representative.
- 3.1.2 Bid prices shall include allowance for federal, state, and local taxes, except as otherwise provided for. The resulting contract shall be firm. Prices quoted must be valid for a minimum period of 90 days from the date of the bid opening in order to have time to evaluate and award the contract. Price increases will not be accepted after submission of bid proposal or after orders are placed. Contractors are expected to understand the terms of this bid.
- 3.1.3 Labor
  - 3.1.3.1 Contractor must provide skilled labor and meet industry standards as outlined here: <https://lni.wa.gov/safety-health/safety-topics/industry/tree-care>.
    - 3.1.3.1.1 Include labor rates for after-hours work.
- 3.1.4 Pricing Requirements
  - 3.1.4.1 All hourly rates shall remain firm through each year from award date.
  - 3.1.4.2 The price on the bid form for that element of work shall include everything necessary for the examination and completion of the work in accordance with the contract documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Sno-Isle Libraries' furnished materials and all management, superintendence, labor and services, except as may be otherwise provided in the contract documents.
  - 3.1.4.3 For unit price bids, a price shall be submitted for each unit of work and potential work units and, if requested, the Total Bid for all units of work. Unit prices must be rounded off to no more than two decimal places.
  - 3.1.4.4 Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and Sno-Isle Libraries does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. Sno-Isle Libraries reserves the right to increase or decrease the amount of any class or portion of the designated work and to make changes in the work as Sno-Isle Libraries may deem necessary or appropriate.

3.1.4.5 Hourly rate adjustments from the Contractor for any/all items may be considered each year, including changes in prevailing wage rates. The request is subject to approval by Sno-Isle Libraries. The request must be submitted in writing at least 60 days prior to the end of the contract's expiration. It is the Contractor's responsibility to submit a letter requesting price changes on time, as well as documentation from the manufacturer to support the change.

### 3.1.5 Permits & Fees

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

Sno-Isle Libraries shall furnish all surveys and testing unless otherwise specified.

### 3.1.6 Inspection of site conditions

Site visits will not be made after regular working hours, on Sundays, library holidays, or legal holidays, unless previously agreed to by the Facilities Specialist.

## 3.2 **Standard of Quality of Materials / Substitutions**

3.2.1 Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. Sno-Isle Libraries retains the right to determine if the items are equivalent and will be accepted. The awarded Contractor(s) will comply with the true intent of the specifications and not take advantage of any unintentional error or omission so as to complete the true intent of the specifications. Material and workmanship are to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, and shall be taken as the minimum requirements of these specifications. If a higher-grade specification is requested and not in conflict with regulations, etc., the specification shall govern. If conflict shall arise, contact the Facilities Specialist for a decision before proceeding with any work.

3.2.1.1 It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission, or when the substitution is necessary, whichever is later.

3.2.1.2 Any deviation from outlined specifications must be approved by Sno-Isle Libraries in advance to include any additional costs involved. All defective, sub-par or unapproved deviations must be repaired or replaced by the awarded Contractor including labor.

### 3.3 Bidder Qualifications & Supplemental Bidder Responsibility Criteria

- 3.3.1 It is the intent of Sno-Isle Libraries to award a contract to the low responsible bidder. Before award, the bidder must meet the bidder responsibility criteria as defined in the Certifications & Assurances (see Section 8, Attachments & Exhibits) to be considered a responsible bidder. The bidder may be required by Sno-Isle Libraries to submit documentation demonstrating compliance with the criteria.
- 3.3.2 Additional bidder qualifications for this ITB are as follows:
- 3.3.2.1 Bidder must have at least five (5) years of successful contracting experience in this category/field of work. Bidder shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any contract within that time. Bidder's dispatching office shall be within a 65-mile radius of Sno-Isle Libraries' Service Center (7312 35th Ave NE, Marysville, WA 98271) and be within Snohomish or Island Counties.
- 3.3.2.2 Contractor's personnel will be licensed and hold permits as required by all federal, state and local jurisdiction. Supervisors must hold the ISA Certification or equivalent.
- 3.3.2.3 Sno-Isle Libraries requires one point of contact to serve as Account Manager who must stay connected to all service issues and act as the primary contact for all questions, service response, and SME requests for qualitative information.
- 3.3.3 Sno-Isle Libraries reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial institution to verify that the bidder is qualified to successfully compete the work.
- 3.3.4 In order to verify that the bidder has adequately incorporated all elements of the work and the requirements of the solicitation documents in its bid prices, the bidder will make available upon request, for Sno-Isle Libraries review, a complete itemization of its bid, and clearly define all phases of its work.
- 3.3.5 As evidence that the bidder meets the bidder responsibility criteria, the apparent low bidder must submit any requested documentation to Sno-Isle Libraries within 48 hours of the bid submittal deadline. In the interest of meeting the project's schedule, Sno-Isle Libraries may request that the next lowest bidder(s) also submit documentation.
- 3.3.6 In the event bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, Sno-Isle Libraries may base its determination of responsibility on any available information related to the bidder responsibility criteria, or may find the bidder not responsible. Sno-Isle Libraries reserves the right to request such documentation from other bidders as well.

3.3.7 Sno-Isle Libraries may conduct reference checks for the bidder whose bid is under consideration for award or any and all of the other bidders who submitted a bid. In the event that information obtained from the reference checks:

1. Reveals that the bidder does not meet the bidder responsibility criteria as defined in the Certifications & Assurances; or
2. Indicates concerns about the bidder's performance on projects identified as meeting the bidder responsibility criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
3. Indicates other concerns about the bidder's ability to successfully perform the work, Sno-Isle Libraries may determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, Sno-Isle Libraries will discuss with the bidder the information obtained from the references, and provide the bidder with the opportunity to offer explanations that may help inform whether Sno-Isle Libraries declares the bidder not responsible.

In conducting reference checks, Sno-Isle Libraries may include itself as a reference if the bidder has performed work for Sno-Isle Libraries' system, even if the bidder did not identify Sno-Isle Libraries as a reference.

3.3.8 If Sno-Isle Libraries determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, Sno-Isle Libraries shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within two (2) business days of receipt of Sno-Isle Libraries' determination by presenting additional information to Sno-Isle Libraries. Sno-Isle Libraries will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, Sno-Isle Libraries will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination.

3.3.9 Sno-Isle Libraries may award the contract to the next lowest bidder who meets the bidder responsibility criteria and whose reference checks validate the ability of the bidder to successfully perform the work.

### **3.4 Warranties & Repairs**

3.4.1 The awarded Contractor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, or longer, in accordance with industry standards and complying with Sno-Isle Libraries' work requirements. The awarded Contractor will furnish all

manufacturer warranty information on equipment, supplies, parts and materials installed. These repairs, replacements, or adjustments shall be made only at such times as will be designated by Sno-Isle Libraries to minimize the disruption to building operations.

### **3.5 Damages / Responsibilities for Items Tendered**

3.5.1 The Contractor will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.

3.5.2 The Contractor will be responsible for the items covered by the contract until they are delivered and/or installed/assembled at the designated place of delivery.

## **SECTION 4 PROJECT SCHEDULE AND TERMS**

### **4.1 Contract Period**

The initial contract term shall be effective for one (1) year from Date of Award. The contract may be extended for one (1) additional one-year term at the discretion of Sno-Isle Libraries with all terms and conditions of the original contract remaining unchanged. The awarded Contractor will furnish all manufacturer warranty information on equipment, supplies, parts and materials installed.

### **4.2 Hours of Work & Emergency Response**

#### **4.2.1 Hours of Work**

Sno-Isle Libraries requires Contractor to be available within 24 hours of initial notification by Sno-Isle Libraries. Contractor may be required to work hours other than those associated with the normal eight-hour workday.

#### **4.2.2 Emergencies**

Sno-Isle Libraries requires Contractor to be available within two (2) hours of notification of issue by Sno-Isle Libraries.

## **SECTION 5 BUDGET REQUIREMENTS**

### **5.1 Project Budget**

The budget for this contract is not to exceed \$149,999 (*including sales tax and any administrative fees*) for the duration of the entire contract period (e.g. up to two years).



## **SECTION 6 UNIQUE CONSIDERATIONS**

### **6.1 Safety Data Sheets**

Safety Data Sheets (SDS) are required and shall be submitted to the Facilities Department for all items that comprise a project awarded to the Contractor per Washington Administrative Code (WAC) 296-901-14004, if applicable, to [facilities@sno-isle.org](mailto:facilities@sno-isle.org).

## **SECTION 7 ADMINISTRATIVE TERMS & CONDITIONS**

### **7.1 Solicitation Terms & Conditions**

#### **7.1.1 Examination of Solicitation Documents**

7.1.1.1 To qualify for bidding on the contract, bidders must be on the current (at the time of bid-opening) Sno-Isle Libraries' Small Works Roster. This Roster is maintained by the Municipal Research & Services Center (MRSC – <https://mrscrosters.org/>). Bidders are expected to maintain annual registration on Sno-Isle Libraries' MRSC Roster.

7.1.1.2 The bidder shall examine the bid documents and any other data made available to the bidder relating to the Work, and shall comply with all instructions and provisions. The bidder shall promptly notify Sno-Isle Libraries of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the bid documents and any other data made available to the bidder relating to the Work. The submission of a bid shall constitute an acknowledgement upon which Sno-Isle Libraries may rely that the bidder has thoroughly examined and is familiar with the bid documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the work.

7.1.1.3 If the bidder elects to review or download bid documents electronically from websites it is the bidder's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of a bid.

#### **7.1.2 Clarification of Solicitation Documents**

7.1.2.1 Requests for interpretation or reports of ambiguities shall be made in writing and emailed to [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) per the timeline in Section 1.1 above. No telephone questions will be accepted or answered. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the bid documents, will be issued only in

the form of written addenda. Addenda will be issued per the timeline in Section 1.1 above, if necessary. Responses will be provided via email and/or posted on Sno-Isle Libraries' website: (<https://www.sno-isle.org/vendors/>).

7.1.2.2 All addenda shall become part of the bid documents and any subsequently awarded contract.

7.1.2.3 Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, Sno-Isle Libraries reserves the right to deem the bid as non-responsive.

### 7.1.3 Bid Submittal

7.1.3.1 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.

7.1.3.2 If the bid is mailed/delivered, it shall be addressed/delivered to Sno-Isle Libraries: 7312 – 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist – BID SUBMITTAL.

7.1.3.3 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 1.1). Bidder shall assume full responsibility for timely delivery of its bid at the specified location.

### 7.1.4 Bidder's Name & Signature

The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder's address.

### 7.1.5 Subcontractors

Use of subcontractors should be disclosed during the bid process or at the time a subcontractor is engaged to perform work included in this bid document. Contractors must provide a list of subcontractors to be approved by the Sno-Isle Libraries' Procurement Specialist.

### 7.1.6 Modification or Withdrawal of Bid

7.1.6.1 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.

7.1.6.2 No bidder may withdraw its bid after the bid submission due date or before the award and execution of the contract, unless the

Notice of Award is delayed beyond 120 days from the bid opening date. Sno-Isle Libraries will not give any consideration to a claim of error in a bid after the bid opening date.

7.1.7 Bid Validity

All bids submitted shall be valid and binding on the bidder for a period of 90 days following the bid submittal deadline.

7.1.8 Evaluation Criteria

Evaluation of bids will be to determine the lowest responsible bidder submitting a responsive bid.

7.1.9 Verification of Bid Prices

Prices set forth in the bid will be reviewed by Sno-Isle Libraries for mathematical accuracy. Sno-Isle Libraries reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the bid. In the event of a discrepancy between a unit price and the extended amount for a bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the bid items for evaluation and award purposes.

7.1.10 Claim of Error

A bidder claiming error in its bid must submit supporting evidence including cost breakdown sheets within 24 hours of bid opening and provide any other supporting documentation requested by Sno-Isle Libraries.

7.1.11 Single Bid Received

If Sno-Isle Libraries receives a single responsive, responsible bid, Sno-Isle Libraries shall have the right, in its sole discretion, to conduct a price or cost analysis on such bid. The bidder 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.

7.1.12 Waiver of Minor Administrative Irregularities

Sno-Isle Libraries reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any bid. Such decision shall be included in the resulting contract document.

7.1.13 Rejection 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 which has any qualification, addition, limitation or provision attached to the bid;
3. Any bidder whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work;

In consideration for Sno-Isle Libraries review and evaluations of its bid, the bidder 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 bid solicitation.

#### 7.1.14 Rights of Sno-Isle Libraries

Sno-Isle Libraries reserves the right to accept the bid of the lowest responsive, responsible bidder, to reject any or all bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of Sno-Isle Libraries, the best interests of Sno-Isle Libraries is served thereby.

#### 7.1.15 Notice of Award

7.1.15.1 The acceptance of a bid will be evidenced by a written notice of award delivered to the bidder whose bid is accepted.

7.1.15.2 Within 10 days after issuance of the notice of award, the successful bidder will be required to sign an agreement with Sno-Isle Libraries. Sno-Isle Libraries will not sign any company's services agreement, contract, or any other form of agreement. Sno-Isle Libraries reserves the right to extract certain language from a company's agreement and incorporate it into Sno-Isle Libraries' contract, if mutually agreeable to both parties. The signed agreement shall be returned to the Procurement Specialist, along with the certificate of insurance with endorsements as required by the contract documents.

7.1.15.3 The bidder shall not commence physical modification of the work site until Sno-Isle Libraries has issued its notice of award, notice to proceed, or purchase order, and Sno-Isle Libraries has received the executed agreement form and certificate of insurance meeting the requirements of the contract documents.

#### 7.1.16 Protest Procedure

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

Bidders 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 bidders under this procurement.

7.1.16.1 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 bid solicitation name / 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.

7.1.16.2 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 bid solicitation document or Sno-Isle Libraries' policy.

7.1.16.3 Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if the address issues such as:

1. An evaluator's professional judgment on the quality of a proposal; 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 with 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 bidder that also submitted a proposal, such bidder 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 Sno-Isle Libraries' Executive Director or employee appointed by the Executive Director shall:

1. Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or
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
3. Find merit in the protest and provide Sno-Isle Libraries options which may include:
  - Correct the errors and re-evaluate all proposals; or
  - Re-issue the solicitation document and begin a new process; and/or

- 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 bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

#### 7.1.17 Proprietary Information / Public Disclosure

All bids received shall become the property of Sno-Isle Libraries and remain confidential until a contract, if any, resulting from this request is signed by the proper authorizing figure. Selection or rejection of a response does not affect this right. 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” in order 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.

#### 7.1.18 Extension of Time

If the agreement is not executed or not submitted to Sno-Isle Libraries within the time required and, in Sno-Isle Libraries discretion, circumstances warrant an extension of time, it may extend the time for execution of the agreement or for furnishing insurance certificates for a period not to exceed 10 additional days.

#### 7.1.19 Cancellation of Award

Sno-Isle Libraries reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without liability to Sno-Isle Libraries.

#### 7.1.20 Solicitation Document Interpretation

The intent of the bid documents is to prescribe a complete work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary or convenient to complete all parts of the work. Compensation for the cost of furnishing the foregoing and for full performance of the bid shall be considered as included in the bid sum.

#### 7.1.21 Safety & Employee Conduct

The Contractor shall maintain the work site and perform the work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building, and construction codes, and the safety regulations set forth in “Safety Standards for Construction”, WAC 296-155, and “General Safety Standards”, WAC 296-24, issued by the Washington State Department of Labor and Industries.

The Contractor shall maintain good order among its employees/subcontractors and shall not permit employment of those unskilled in the tasks assigned to them. Sno-Isle Libraries reserves the right to direct the Contractor to remove from the project site, any employee/subcontractor of the Contractor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions for a duration stipulated by and at no additional cost to Sno-Isle Libraries.

Contractor is required to adhere to all local, state, and federal regulations, ordinances and laws, including MOSHA, OSHA, local safety agencies and Sno-Isle Libraries' safety requirements.

#### 7.1.22 Hazardous Materials

This contract requires the exchange of hazardous materials information to prevent injury or illness to Sno-Isle Libraries' or contractor personnel, to comply with WISHA and WAC 296-62-054. The awarded Contractor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Washington Occupational Safety and Health Law. 7.2. Should the Contractor become aware of or suspect the presence of Hazardous Materials (i.e. asbestos, lead paint, etc...), the Contractor shall immediately stop work in the affected area and notify the Sno-Isle Libraries' Facilities Specialist. Sno-Isle Libraries will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Contractor shall be required to resume performance of the work or any Sno-Isle Libraries' requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In addition, the Contractor may not introduce new Hazardous Materials into the site.

## 7.2 **General Terms & Conditions**

### 7.2.1 Insurance Coverage

The Contractor is to furnish Sno-Isle Libraries with certificates of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance (COI) that insurance is in force, and a copy shall be forwarded to Sno-Isle Libraries within 10 days of the contract effective date.

#### 7.2.1.1 *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 with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Contractor's liability policy (ices), 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.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he has familiarized himself with the conditions and other contingencies likely to affect the work and has made his bid accordingly and that he 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.

#### *7.2.1.2 Worker's 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 and may result in termination of the Contractor. This obligation survives final acceptance.

The Contractor will at all times 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, their employees or subcontractors for services performed under the terms of this contract.

#### **7.2.3 Commitment of Funds**

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **7.2.4 Prevailing Wages**

Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate determined by the State of



Washington. Contractor shall pay the wage rates in effect at the date of contract execution. See Snohomish/Island County rates at <https://secure.lni.wa.gov/wagelookup/>. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site or local office. Sno-Isle Libraries will provide a hardcopy of applicable prevailing rate of wages upon request.

The Director of the Washington State Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

In accordance with RCW 39.08.030 and RCW 60.28.011, retainage in the amount of ten percent (10%) of the total contract value will be withheld until all aspects of the project and public works requirements are completed.

To be considered for awarding, the business must have completed or be “exempt” from the new Labor & Industries Prevailing Wage required training effective July 1, 2019.

#### 7.2.5 Compliance with Laws and Permits

The Contractor shall comply with and give notices required by all laws, ordinances, codes, rules, regulations, and permits relating to the conduct of the work. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary to conduct the work. The Contractor shall comply with RCW 49.28, Hours of Labor.

#### 7.2.6 Intents and Affidavits

Before any work begins on the contract, 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 contract 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.

#### 7.2.7 Certified Payroll Requirement

Contractor will submit Certified Payroll to Labor & Industries monthly per RCW 39.12.120.

#### 7.2.8 Billing Procedures and Payment

Sno-Isle Libraries will pay Contractor upon receipt of properly completed invoices (including L&I approved filings and required wording on invoices), which shall be submitted to the Facilities Specialist. 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. 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.

#### 7.2.9 Taxes

7.2.8.1 The Work to be performed under this Agreement constitutes a “retail sale” as such term is defined in RCW 82.04.050. As applicable, Sno-Isle Libraries will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the Work and on all items that are not incorporated into the final Work, which sales tax shall be included in the prices on the bid form.

7.2.8.2 No increase will be made in the amount to be paid by Sno-Isle Libraries under this contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of any taxes for which the Contractor is liable or responsible by law or under this contract.

7.2.8.3 Items taxable, in addition with the tax to be paid, shall be shown in a separate section of the bid form. In any case where it is not included as a separate item, Sno-Isle Libraries will add the sales tax to the total of the bid prices shown.

#### 7.2.10 Non-Discrimination

The Contractor shall fully comply with all federal, state, and local laws, regulations, and ordinances pertaining to non-discrimination and equal employment.

#### 7.2.11 Workers' Benefits

The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW, and shall furnish proof of payment if requested by Sno-Isle Libraries. If any payment required by Title 50 or Title 51 is not made when due, SIL may retain such payments from any money due the Contractor and pay the same into the appropriate fund.

#### 7.2.12 Hold Harmless & 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.

## **SECTION 8 ATTACHMENTS & EXHIBITS**

- 8.1 Certifications & Assurances Form**
- 8.2 Statement of Contractor Information Form**
- 8.3 Tree Trimming & Removal Services Price Proposal**
- 8.4 Tree Trimming & Removal Services Work Order**
- 8.5 Sample Project for Tree Trimming & Removal UPC ITB**
- 8.6 Prevailing Wage Rates for Snohomish and Island Counties**

**8.7 Sample Tree Trimming & Removal Unit Price Contract Agreement**

**8.8 Sample Invoice**