

CONTRACT PROVISIONS and SPECIFICATIONS

For:

**Complete Rebuild of One Cummins
KTA-19 M3 Diesel Engine for the M/V
Guemes**

**GUEMES ISLAND FERRY
SKAGIT COUNTY PUBLIC WORKS**



SKAGIT COUNTY

**COMPLETE REBUILD OF ONE CUMMINS KTA-19 M3 DIESEL ENGINE
FOR THE M/V GUEMES**

**Bid Opening: Monday, March 10, 2014
2:00 p.m.**

**SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS
MOUNT VERNON, WASHINGTON 98273-5625**

NOTICE TO ALL PLAN HOLDERS

Contract provisions and specifications and bid proposal packet may be obtained from Skagit County, Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. You may receive the bid information electronically; copies of the provisions and specifications are available at: <http://www.skagitcounty.net/rfp>

APPROVED:



Paul A. Randall-Grutter, P.E.
County Engineer



Dan Berentson
Interim Public Works Director

SPECIFICATIONS APPROVED:

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

ABSENT

Ron Wesen, Chair



Kenneth A. Dahlstedt, Commissioner



Sharon D. Dillon, Commissioner

Complete Rebuild of One Cummins KTA-19 M3 Diesel Engine for the M/V Guemes

CERTIFICATION

I hereby certify that these contract documents were prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Washington.



NOTICE OF CALL FOR BIDS FOR PUBLIC WORKS PROJECT

NOTICE IS HEREBY GIVEN that sealed bids will be received and opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, March 10, 2014, at the hour of 2:00 p.m.**, or as soon thereafter as possible, for the following work for Skagit County:

PROJECT TITLE: *Complete Rebuild of One Cummins KTA-19 M3 Diesel Engine for the M/V Guemes*

Skagit County is interested in obtaining bids for the above referenced project. All bidding shall be based upon compliance with the contract provisions and specifications. All work must be performed by a Cummins authorized technician.

Information, copies of provisions, specifications and addenda for this project may be obtained beginning February 20, 2014 at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington, 98273-5625; (360) 336-9400. You may obtain the bid information electronically; copies are available at <http://www.skagitcounty.net/rfp>. All questions or correspondence relating to this bid shall be in writing and submitted no later than 4:00 p.m., Friday, February 28, 2014 to Rachel Rowe, Ferry Operations Division Manager, at 1800 Continental Place, Mount Vernon, WA 98273, or by e-mail to rowe@co.skagit.wa.us with the subject line reading, "Complete Engine Rebuild for the M/V Guemes". All addenda will be posted online for this project no later than 4:00 p.m. on Monday, March 3, 2014.

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, Complete Engine Rebuild for the M/V Guemes**". Sealed bids shall be received no later than **Monday, March 10, 2014, at the hour of 2:00 p.m.** by one of the following delivery methods:

1. **Hand delivered:** Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

Proposals are to be submitted on the forms provided in the bid proposal packet. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted.

BID GUARANTY:

No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid amount.

TITLE VI:

Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Liaison, Bill Dowe, at (360) 336-9400.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this
18 day of February, 2014.


Clerk of the Board

Published: **Skagit Valley Herald – February 20, 2014 and February 27, 2014**

GENERAL INFORMATION

PROJECT TITLE: COMPLETE REBUILD OF ONE CUMMINS KTA-19 M3 DIESEL ENGINE FOR THE M/V GUEMES

BID DUE DATE: Monday, March 10, 2014 at 2:00 p.m.

Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than Monday, March 10, 2014 at 2:00 p.m. Submit bids in a sealed envelope, plainly marked on the outside "Complete Engine Rebuild for the M/V Guemes", including bidder's name and address on the outside envelope. Hand-deliver or mail to Skagit County Commissioners at 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

It is the bidder's responsibility to deliver the bid to the proper address by the assigned time. Skagit County accepts no responsibility for misdirected or lost bids.

All bids received will be opened in public at the time and place stated above. Bidders and any other interested persons are invited to be present. Bids received after 2:00 p.m. will not be accepted. Bids submitted directly to Skagit County electronically or by fax machine will not be accepted.

Bids must be submitted on bid proposal form, using ink or typewriter, and supplying all the information requested. To be considered, bids must be signed and original documents submitted.

Contractors who download provisions and specifications are advised to e-mail pw@co.skagit.wa.us to be added to the plan holders list to receive any addenda that may be issued.

BID PRICE:

The bid shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and Skagit County will correct total price accordingly.

BID DEPOSIT:

A bid deposit in the amount of five percent (5%) of the total bid amount is required. A bid bond, cashier's check or certified check drawn in the favor of Skagit County must accompany all bids. Should the bidder to whom the contract is awarded fail to enter into a contract, this amount will be forfeited to the County and award may be made to the next lowest responsible, responsive bidder. Bid deposits will be returned after a contract has been executed.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County. Quotation results and questions pertaining to this project can be obtained by calling Skagit County Public Works at (360) 336-9400.

AWARD OF CONTRACT:

The successful bidder, upon being awarded a contract to perform the work specified must meet the following requirements:

- Performance and Payment Bond
- Certificate of Liability Insurance of not less than one million dollars, (\$1,000,000).
- Garage Insurance

The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.

MANDATORY BIDDER RESPONSIBILITY:

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The bidder must meet the following criteria to be considered a responsible bidder. The bidder will be required to submit documentation demonstrating compliance with these criteria to the satisfaction of Skagit County either at time of bid submittal or within 24 hours of the bid submittal deadline as noted below. **If a bidder does not provide the appropriate documentation, as required by Skagit County, the bidder will not be considered a responsible bidder, and the bid may be rejected.**

1. The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
2. The bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, **within 24 hours of the bid submittal deadline**, if applicable.
3. The bidder must provide their Employment Security Department number to Skagit County **at time of bid submittal**, as required in Title 50 RCW, if applicable. Bidder must provide document reflecting the appropriate number from the Employment Security Department to Skagit County **within 24 hours of the bid submittal deadline**, if applicable.
4. The bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable, **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.

FEDERAL DEBARMENT:

The bidder shall not currently be debarred or suspended by the federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management" website, and will be verified through this website: <http://www.sam.gov/>.

The Contractor shall be responsible for ensuring that subcontractors are not currently debarred or suspended by the federal government.

DISQUALIFICATION OF BIDDERS:

A bidder may be deemed not responsible and the proposal rejected if:

1. A bidder fails to submit all required documents to determine qualifications as referenced in the contract specifications and on the bid proposal form;
2. A bidder is not authorized to do business in the state of Washington;

3. More than one proposal is submitted for the same project from a bidder under the same or different names;
4. Evidence of collusion exists with any other bidder. Participants in collusion will be restricted from submitting further bids;
5. A price per unit cannot be determined from the bid proposal;
6. The bid proposal does not constitute a definite and unqualified offer to meet the terms of the bid invitation;
7. The completed bid proposal contains any unauthorized additions, deletions, alternate bids, or conditions; or
8. The bid proposal is not properly executed.

SUPPLEMENTAL BIDDER QUALIFICATIONS:

The bidder is required to complete the Statement of Bidder's Experience and Qualifications attached to the bid proposal packet. Skagit County will evaluate the bidder's experience and qualifications to the satisfaction of the County based on the following criteria:

- Bidder's Cummins authorized repair facility must be located within the United States and shall be no more than 90 miles from 201 East Avon Ave, Burlington, WA.
- Bidder's facility must be an authorized Cummins repair facility.
- Bidder must have a minimum of five (5) years marine diesel engine rebuild and repair experience.
- Bidder must have a minimum of five similar projects within five (5) years, and list the cost of each of those projects.
- Bidder must provide a reference for each of the projects listed. Skagit County reserves the right to contact each reference for a work performance evaluation.

Skagit County shall consider only responsible contractors. Responsible contractors are those that have, in the sole judgment of Skagit County, experience, resources, skills, capability, reliability, and business integrity necessary to perform this contract work. Skagit County may also consider references and quality to determine responsibility.

NON-COLLUSION:

Submittal and signature of the non-collusion certificate confirms that the bid proposal is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

PREVAILING WAGES:

Prevailing wages do not apply to this project.

WITHDRAWAL OF BID:

No proposals 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.

INSURANCE:

The awarded Contractor shall provide evidence of insurance as described in the general provisions herein. Skagit County shall be named as additionally insured as applicable. Language must be included and state:

Skagit County, its elected officials, officers, and employees are named as additional insured.

EXECUTION OF CONTRACT:

Within twenty (20) calendar days after Skagit County awards the contract, the successful bidder shall return the signed contract, all required insurance certifications required, a satisfactory bond as required by law, and any other required documentations as specified in this document. Skagit County may grant up to a maximum of twenty (20) additional calendar days after the award date for return of the documents, provided that Skagit County deems the circumstances warrant it.

FAILURE TO EXECUTE CONTRACT:

Failure to return the insurance certifications and bond with the signed contract as required may result in Skagit County deeming the bidder non-responsive and non-responsible. Skagit County may then award the contract to the next lowest responsive and responsible bidder or reject all remaining bids.

PROTESTS:

Protests will be in accordance with all RCW's as applicable.

TIMELINES AND SCHEDULES

Timelines and schedules are estimated and provided for background information only.

Skagit County Issues Call for Bid:	Mon., Feb. 18, 2014
Published Advertisement:	Thurs., Feb. 20 and 27, 2014
Last day on which questions may be submitted regarding the project:	Fri., Feb. 28, 2014, no later than 4:00 p.m.
Last day on which Skagit County may Issue addenda:	Mon., Mar. 3, 2014
Bid Due Date:	Mon., Mar. 10, 2014, no later than 2:00 p.m.
Award Date:	Mon., Mar. 17, 2014, Award by Skagit County Commissioners
After Award:	
Mandatory Contract Return Date: Awarded Contractor must return signed contract and insurance documents within twenty (20) business days after the award date from Skagit County. Failure to return could result in rejection of award, and Skagit County may proceed to the next lowest responsible bidder for award.	
Contract Execution:	On or before Apr. 21, 2014
Start Date for Engine Rebuild:	Within seven (7) days of contract execution by Skagit County Board of County Commissioners, the Ferry Division will deliver the engine to be rebuilt.
Completion Date of Engine Rebuild:	July 30, 2014, or as otherwise approved by the Ferry Operations Division Manager.

GENERAL PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the Contractor upon bid.

1. **APPLICABLE LAW AND FORUM:** Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
2. **ACCEPTANCE OF AWARD:** If awarded Contractor begins work, the Contractor is deemed to have agreed to all addenda, general provisions, scope of work, contract provisions and specification, contract, and all other related documents.
3. **CONTRACT DOCUMENTS:** The addenda, bid proposal, contract specifications, and Vendor Services Agreement, shall be a part of and constitute the contract entered into by Skagit County and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.
4. **CHANGE ORDERS:** Skagit County reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change order from Skagit County Public Works Director or his designee. The execution of a change order shall constitute a waiver of claims by the Contractor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.
5. **WARRANTY OF WORK:** In summary, Contractor hereby warrants that all of the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Skagit County will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by Skagit County until the work or, equipment is repaired or replaced by the Contractor and accepted by Skagit County. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the work from the date of acceptance of such repair or replacement.
6. **MATERIAL APPROVAL:** All materials are in accordance with specifications. Any substitution of products are subject to Skagit County's prior approval, and if rejected are held subject to the Contractor's risk and expense.

7. **APPLICATION OF SALES TAX:** This service on the ferry engine is exempt.
RCW 82.08.0285

**Exemptions -- Sales of ferry vessels to the state or local governmental units --
Components thereof -- Labor and service charges.**

The tax levied by RCW [82.08.020](#) shall not apply to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state; also sales of tangible personal property which becomes a component part of such ferry vessels; also sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels.

8. **LIQUIDATED DAMAGES:** Skagit County assumes that in bidding this project, the Contractor has accepted the schedule. Should the total time exceed the time for completion, as specified by Contractor in its bid, Contractor shall pay the County, as liquidated damages, for each additional running day, the sum of \$500.00 or pro rata for any portion of such day, unless the delay is excused by force majeure causes, required for performance of additional work, or related to parts and materials shipping, in accordance with an agreement between the Contractor and Skagit County.

9. **INSURANCE REQUIREMENTS:** Contractor shall not start work under this contract until Contractor has furnished proof of insurance as required hereunder and such insurance has been approved by Skagit County; nor shall Contractor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by Skagit County shall not relieve or decrease the liability of Contractor for any damages arising from Contractor's performance of the work.

Contractor shall procure and maintain during the life of this contract, Commercial General Liability and Garage Insurance, as detailed herein, to protect Skagit County and Contractor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor or any subcontractor, or by anyone directly or indirectly involved or employed by either of them.

Contractor insurance policies shall include Skagit County as "Additional Insured" on a Primary Basis and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to Skagit County through certified mail.

A Certificate of Insurance including the Additional Named Insured Endorsement shall be filed with Skagit County after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

The Certificate of Insurance (ACCORD Form 25-S) cancellation clause shall be revised to read as indicated below.

Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by Skagit County, shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the work.

It is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Liability and Property Liability Insurance shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$1,000,000 in aggregate, and shall include:

- Premises and Operations;
- Owners and Contractors Protective;
- Products Liability, including completed Operations Coverage;
- Contractual Liability;
- Broad Form Property Damage;
- Commercial Form (to include Extended Bodily Injury);
- Employees as Additional Insured;
- Explosion, Collapse and Underground Hazard;
- Independent Contractors;
- Personal Injury;
- Stop Gap;
- Cross Liability Clause.

Skagit County shall be named as additionally insured as applicable. Language must be included and state:

*Skagit County, its elected officials, officers, and employees
are named as additional insured.*

- 10. GIFTS AND GRATUITIES:** Businesses must not bid, nor Skagit County employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with Skagit County business practices. It is also unlawful for anyone to bid another, to influence or cause them to refrain from submitting a bid. Contractors and Skagit County employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including Skagit County Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related Skagit County business.
- 11. TERMINATION FOR BREACH AND/OR DEFAULT:** Skagit County shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractors breach, as provided by law.

Breach: A breach of a term or condition of the contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor

breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in Skagit County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in Skagit County's sole opinion, renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Opportunity to Cure Default: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, Skagit County may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Skagit County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by Skagit County. Skagit County may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.

Remedies for Cure of Default: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, Skagit County may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. Skagit County may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

12. TERMINATION FOR CONVENIENCE: In summary, Skagit County may terminate this contract, in whole or in part, at any time by written notice to the Contractor.

13. CONTRACT BOND AND RETAINAGE REQUIREMENTS: Contractor shall obtain a contract bond (Payment and Performance Bond) in accordance with this contract and all attachments incorporated herein. RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five percent (5%) of the moneys earned by the Contractor as a trust fund for the protection and payment of:

- a) The claims of any person arising under the contract; and,
- b) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor.

At the option of the Contractor, the monies reserved shall be:

- Retained in a custodial fund by Skagit County (non-interest bearing); or,
- Deposited by Skagit County in an interest bearing account in a bank or savings and loan institution;
- Placed in an escrow account with a bank or trust company by Skagit County;

- Submit a Retainage Bond for all or any portion of the contract retainage on a form acceptable to Skagit County and from a bonding company meeting standards established by the County.

Retained funds are in accordance with RCW 60.28 and are held until released by Skagit County's disbursing officer upon compliance with all other County, State and Federal requirements. Per RCW 60.28, Skagit County notifies the State Department of Revenue, Employment Security Department, and Washington State Department of Labor and Industries upon final acceptance of contracts above \$35,000 (including tax). The date of final acceptance is the date the County Engineer authorizes same.

- 14. PAYMENTS:** The Contractor shall be paid, upon submission of a proper Invoice for payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76. Submitted Payment Requests must contain the following minimum information:

- a) Contract number (mandatory);
- b) Item number, quantity and description as appropriate;
- c) Unit and extended prices.
- d) Approved Intent of Wages Paid with Department of Labor and Industries

Mail Payment Requests to:

Skagit County

ATTN: Public Works

1800 Continental Place

Mount Vernon, WA 98273-5625

TERMS OF PAYMENT: Payment will be made to the Contractor upon completion of all work and after final inspection and acceptance of the work by the Owner's Representative.

- 15. CLAIMS AND DISPUTE RESOLUTION:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A Claim may also include other disputes and matters in question between Skagit County and Contractor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate Claims shall rest with the party making the Claim. A notice of a potential or future Claim does not constitute a Claim. Any Claims of the Contractor against Skagit County for damages, additional payment for any reason, or extension of time, whether under the contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of Skagit County shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless Skagit County provides Contractor with an explicit, unequivocal written waiver.

- a) All claims must be addressed to: Rachel Beck, Ferry Operations Division Manager, 1800 Continental Place, Mount Vernon, WA 98273.
- b) Contractor shall submit in writing to Skagit County all Claims, within seven (7) days of the event giving rise to the Claim. Written Claim must specify the conditions and requested relief. Skagit County shall consider such Claim and shall meet with the Contractor to confer and attempt to resolve the Claim.

- c) Contractor shall diligently carry on the work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and Skagit County in writing.

Mediation: If the Claim is not resolved in the process provided immediately above, neither the Contractor nor any subcontractor or supplier of any tier may bring a claim against Skagit County in litigation unless the Claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Skagit County and Contractor.

Litigation: Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered as provided above. All unresolved Claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of Substantial Completion designated in writing by Skagit County (provided that a mediation session has occurred as provided above); or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Skagit County.

- 16. **INDEMNIFICATION:** The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
- 17. **HOLD HARMLESS:** The Contractor shall hold Skagit County and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by Skagit County, the Contractor shall pay the same.
- 18. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this contract shall be the property of Skagit County whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to Skagit County at its request and may be used by Skagit County as it sees fit. Contractor shall preserve the confidentiality of all Skagit County documents and data accessed for use in Contractor's work product.

19. **COMMUNICATION OF HAZARDS TO EMPLOYEES:** Contractor will be responsible for compliance with all requirements of WAC 296-62-07621 and WAC 296-800-170 regarding use of hazardous materials.
20. **MUTUAL RESPONSIBILITY OF CONTRACTOR:** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or subcontractor(s) by agreement or arbitration if such other Contractor(s) or subcontractor(s) will so settle. If such other contractor(s) or subcontractor(s) shall assert any claim against Skagit County account of any damage alleged to have been sustained, Skagit County shall notify Contractor, who shall indemnify and save harmless Skagit County against any such claim.
21. **ORDER OF PRECEDENCE:** The complete contract includes these parts: the contract form, bidder's completed proposal form, contract provisions and specifications, addenda, various certifications and affidavits, and supplemental agreements. These parts complement each other in describing a complete work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4; 2 presiding over 3, 4; 3 presiding over 4):
1. Addenda,
 2. Proposal Form,
 3. Contract Provisions and Specifications,
 4. Contract Plans

On the contract specifications, working drawings, and standard plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when work is required by one part of the contract but omitted from another part or parts of the contract. The work required in one part must be furnished even if not mentioned in other parts of the contract.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the contractor in doing the work.

In case of any ambiguity or dispute over interpreting the contract, the Engineer's decision will be final.

SPECIFICATIONS

REBUILD ONE CUMMINS KTA-19 M3 DIESEL ENGINE

The engine rebuild will be performed on a Cummins K-19 M3 diesel engine (serial #37217217), which is currently located at the Skagit County Burlington Road Shop, 201 East Avon Ave, Burlington, WA. This engine was recently removed from the County's ferry M/V GUEMES with over 30,000 operating hours. This engine will be delivered to the Contractor within seven (7) days of execution of a Vendor Services Agreement. Upon completion of the rebuild and dynamometer testing, the Contractor shall notify Skagit County to pick up the engine. The completion date for this engine is July 30, 2014, unless otherwise approved by the Ferry Operations Division Manager. Skagit County will pick up the engine within seven (7) days of completion. The Contractor's rebuild facility shall be located within the United States and shall be no more than 90 miles from 201 East Avon Ave, Burlington, WA.

A copy of the customized parts catalog for the Guemes ferry engine is available upon request, and a CD with this information will also be provided to the Contractor at the time of service.

All bidders must be Cummins certified or authorized repair locations, capable of performing this type of work on Cummins KTA-19 series M3, 500 hp, continuous duty, and marine rated diesel engines. All work must meet or exceed Cummins Diesel specifications.

All components of this rebuild (fasteners, hoses, belts, mechanical components, etc.) will be the responsibility of the Contractor at the Contractor's expense, and must be of the highest quality available to the industry as per Cummins manufacturer specifications.

All repair / replacement parts must be Cummins Diesel manufactured or approved parts.

The engine rebuild is to incorporate all design changes and engine updates as currently suggested by Cummins Diesel.

All components and parts installed in this engine must meet or exceed USCG requirements.

The use of new or remanufactured parts depends on warranty and price, subject to prior approval of Skagit County's Ferry Operations Division Manager.

A detailed breakdown of all of parts and labor is required prior to payment of any invoice.

Upon completion of the rebuild, the Contractor shall run the engine on a dynamometer, certified for the rated horsepower of the engine, for 4-6 hours, or to the satisfaction of Skagit County's Representative. The Contractor shall be responsible for securing a location for dynamometer testing and transporting the engine, if necessary, from the Contractor's facility to the testing location. The Contractor shall provide Skagit County with a written report of the dynamometer test results.

Upon completion of the rebuild, the engine will be stored at Skagit County's Road Shop until it is needed for replacement. Upon completion of the engine work, and before Skagit County picks it up, the Contractor shall prepare the engine for long-term storage as per Cummins specifications.

If a condition is found that warrants attention, it shall be brought to Skagit County's attention through a "Condition Found Report" (CFR). The Contractor shall submit the CFR to the Ferry Operations Division Manager for consideration. The CFR shall include, but not be limited to, a breakdown of the cost for repair; parts and labor must be two separate line items. The Ferry Operations Division Manager will meet with the Contractor to discuss the condition found, and the Contractor will provide the written cost estimate and time required to address the additional work. Upon approval by Skagit County's Ferry Operations Division, and the Skagit County Public Works Director of the price and time requirements to address the additional work, the Contractor may then proceed with the changed work. If Contractor performs any additional work without prior authorization, the County is not obligated to pay for the additional work.

WARRANTY:

The rebuilt engine must be warranted to be free from defects in parts supplied by the vendor and free from defects in workmanship, under conditions of normal use and maintenance, for a period of ONE YEAR FROM THE DATE THE ENGINE IS PLACED INTO SERVICE.

GENERAL WORK TO BE PERFORMED:

Perform all work necessary to completely rebuild an engine that is over 30,000 hours according to Cummins Diesel specifications for engines over 30,000 hours, which includes, but may not be limited to:

1. All repair / replacement parts must be Cummins Diesel manufactured or approved parts.
2. Disassemble, inspect for wear and defects, and chemically clean all parts and subassemblies, (including engine block). Perform major in-frame service.
3. Completely overhaul and/or replace the following with new or remanufactured (not used) components: turbocharger, fuel modulator, water pump, governor, oil pump, fuel injectors; include replacement of pistons, rods, liners, cylinder heads.
4. Replace cylinder heads with remanufactured units, including: new seals, valves, springs, guides, and keepers.
5. Measure, magnaflux, and inspect camshaft. Check for straight and, if needed, turn camshaft according to Cummins factory specifications. Polish camshaft. For any damage or wear discovered beyond this specification, the Contractor shall submit a CFR and a full report of damage as prepared by a certified grinder, and/or certified machine shop, and/or Contractor to the Ferry Operations Division. If damage or wear requires and can be repaired by grinding, then Contractor shall be responsible to grind the camshaft to acceptable Cummins specifications.
6. Measure, magnaflux, and inspect crankshaft. Check crankshaft for straight and, if needed turn crankshaft according to Cummins factory specifications. Polish crankshaft. For any damage or wear discovered beyond this specification, the Contractor shall submit a CFR and a full report of damage as prepared by a certified grinder, and/or Certified Machine Shop, and/or Contractor to the Ferry Operations Division. If damage or wear requires and can be repaired by grinding, then Contractor shall be responsible to grind to the first or second undersize (or acceptable Cummins specifications).
7. Remove connecting rods and replace them with new or remanufactured Cummins Diesel connecting rods.

8. Disassemble, clean, pressure test, and reseal oil cooler.
9. Replace oil filters with new. Clean and inspect oil filter bypass valves.
10. Replace vibration damper with new.
11. Replace all engine bearings, cam bearings, and cylinder kits with new components.
12. Replace all gaskets, seals, hoses, and fasteners with new components as per the Cummins parts manual for this engine. Any gaskets, hoses, seals, and fasteners that are unique to this engine need to be replaced in kind.
13. Replace all engine oil lines and rubber fuel lines with new.
14. Replace oil dipstick seal with new.
15. Replace starter with remanufactured unit.
16. Replace magnet 24V switch with new.
17. Replace alternator (100 amp, 24V) with new or remanufactured unit.
18. Replace 24V fuel shut-off valve with new.
19. Replace thermostats with new.
20. Replace exhaust manifolds with new.
21. Replace 24V STC (step timing control) with new.
22. The aftercooler core needs to be sent out to be cleaned and pressure tested.
23. Replace fuel pump with new.
24. Replace electrical sensors per manufacturer's specifications. Sensors that are to be replaced that are unique to this engine are as follows:

Model #	Code # or P/N	Use	Qty per Engine
MBS 5150	060N1064	Engine Oil Pressure	1
MBS 3100	060G1611	Intake Manifold Pressure	1
MBT 5560	084Z4026	Coolant Temperature	1
MBT 5560	084Z4026	Engine Oil Temperature	1
MBT 5116	084Z8157	Exhaust Temperature	1
MBV 5000-1111	061B7000	Engine Oil Pressure	1
MBS 2100	060G3528	Crankcase Pressure	1

25. Replace starter ring gear with new.
26. Replace Electronic Control Module with new.
27. Dynamometer test, for 4-6 hours to determine that engine meets factory specifications. Provide written summary of test results to Ferry Operations Division.

28. Clean and paint engine's exterior as per Cummins Diesel Paint Specifications with Cummins Marine Gray Exact Match Engine Enamel (Cummins Part No. 3824517).
29. Within the Nelson EcoVent Recirculator (part no. 93194A), remove and replace the following parts with new: the filter element (part no. 88365A), the cover gasket (part no. Q58403), and the grommet (Q58521).
30. Remove and replace one (1) main engine air filter with new. The engine air filter is a Fleetguard filter (part no. A872M)

VENDOR SERVICES AGREEMENT

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

1. Contractor will provide the following service/products at such time and in such manner as described in **"Exhibit A"**.
2. County will compensate Contractor a maximum of _____, chargeable to GL expenditure code(s) # _____.
3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on _____ and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.
6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

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

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

9. Prevailing Wages:

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

10. Termination for Public Convenience:

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

CONTRACTOR:

Signature & Title of Signatory
(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this _____ day of _____, 2014.

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

Ron Wesen, Chairman

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

INFORMATIONAL ONLY

EXHIBIT "B"

PROOF OF INSURANCE

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

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

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

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

- ☐ 3) Insurance is waived

Date: _____
Risk Manager

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that Skagit County, a Municipal Corporation of Washington, has awarded

_____ of _____, as Principal, and _____ as Surety, are jointly and severally held and bound unto the County of Skagit in the penal sum of _____ (\$_____), dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 2014, the said Principal, herein, executed a certain contract with the County of Skagit by the items, conditions and provisions of which contract the said _____, Principal, herein agree to furnish all material and do certain work, to wit: That _____ will undertake and complete the construction of _____

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by _____ (principal) undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects

faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 2014.

(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
RICH WEYRICH
Skagit County Prosecuting Attorney

APPROVED AS TO FORM
JESSICA NEIL HOYSON
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2014

SURETY BOND NUMBER

CONTRACT NUMBER

ATTENTION CONTRACTORS AND INSURANCE AGENTS

TIME IS OF THE ESSENCE

Certificates of Insurance must be completed in accordance with the instructions.

If the County does not receive a properly completed and signed Certificate of Insurance and Additional Insured Endorsement, the following consequences shall include, however, are not limited to the following:

- The County cannot sign the Contract
- Work cannot begin
- Breach of contract
- Uninsured exposure to Contractor
- Insurance Agent will have to do it over

INSTRUCTIONS

1. Fax this notice and the attached insurance instructions from the bid package specifications to your Insurance Agent for completion.
2. Skagit County shall be named as additionally insured as applicable. Thirty (30) days written notice to the County of cancellation of the insurance policy.

Language must be included and state: *Skagit County, its elected officials, officers, employees and volunteers are named as additional Insured.*

Certificate Holder: *Skagit County
1800 Continental Place
Mount Vernon, WA 98273*

3. Have your Agent fax a copy of the completed and signed certificate and Additional Insured Endorsement to:

Skagit County
Attn: Rachel Rowe, Public Works
(360) 336-9369 (Fax)

And, mail the original copies to:

Skagit County
Attn: Rachel Rowe, Public Works
1800 Continental Place
Mount Vernon, WA 98273-5625

Should you have questions, please contact Rachel Rowe, Skagit County Public Works, at (360) 336-9400

INSURANCE:

Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

1. Commercial General Liability 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.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.
4. USL&H Insurance in an amount not less than \$1,000,000 per occurrence in the event that services delivered pursuant to this Contract occur on the Guemes Island or Anacortes Ferry Docks. (USL&H is a federal act sometimes referred to as "Longshore Harbor Worker's Compensation Act" or Jones Act.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

Prior to the Contractor performing any Work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming Skagit County, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Skagit County shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement

The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County its officers, officials, employees, agents and volunteers are named as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

The Contractor's insurance coverage shall be primary insurance as respects Skagit County, its officers, officials, employees, agents, volunteers and consultants. Any insurance and/or self-insurance maintained by Skagit County, its officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.