

CONTRACT PROVISIONS and SPECIFICATIONS

**For:
2026 Hydraulic Maintenance and
Repair Service**

SKAGIT COUNTY PUBLIC WORKS



SKAGIT COUNTY

2026 HYDRAULIC MAINTENANCE AND REPAIR SERVICE

Bid Opening: Monday, July 6, 2026, at 1:00 p.m.

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

NOTICE TO ALL PLAN HOLDERS

Contract Provisions and Plans 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 plans and specifications are available at: <http://www.skagitcounty.net/rfp>

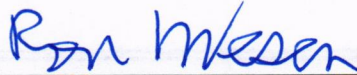
APPROVED:



Thomas Weller, P.E.
County Engineer

SPECIFICATIONS APPROVED:

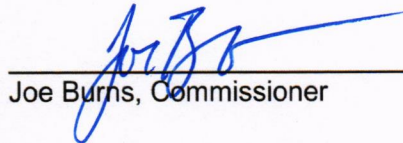
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Ron Wesen, Chair

ABSENT

Peter Browning, Commissioner

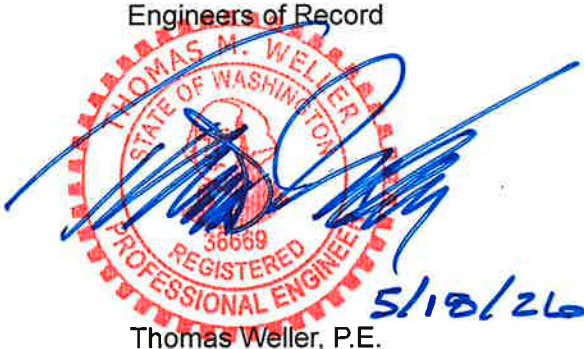


Joe Burns, Commissioner

HYDRAULIC MAINTENANCE AND REPAIR SERVICE

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.



Engineers of Record

Thomas Weller, P.E.

County Engineer

NOTICE OF CALL FOR BIDS FOR SMALL 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, July 6, 2026, at the hour of 1:00 p.m.**, or as soon thereafter as possible, for the following work for Skagit County:

PROJECT TITLE: 2026 Hydraulic Maintenance and Repair Service

Attendance at meetings will be in person. You may also attend meetings remotely by computer, tablet or smart phone with the following link: <https://bit.ly/SkagitBoCCMtg> or calling: 1 (253) 215-8782, Meeting ID: 871 8000 1980 Passcode: 143573.

Skagit County is interested in obtaining services for hydraulic maintenance and repair to various Skagit County Public Work sites that include, but may not be limited to: 1) Guemes Island Ferry shore facilities, 2) Guemes Island Ferry, 3) Solid Waste facilities, 4) Operations facilities, and/or 4) at the Contractor's facility.

The service contract shall consist of, but may not be limited to, providing hydraulic parts and services, on an hourly rate and/or emergency basis. The work may cover, but may not be limited to, all phases of temporary or permanent assembly, installation, maintenance, repair and other related miscellaneous items which are maintenance and repair projects and/or emergency repair projects.

It is expected that 90% or more of the work will be performed during the Contractor's normal business hours, however emergency response time is required within two (2) hours.

The contract shall commence on October 1, 2026, and continue for an initial term of two (2) years. Skagit County estimates the value of the contract shall not exceed \$135,000.00.

Contractor and all subcontractors shall have a contractor's license to work in the State of Washington.

All bidding shall be based upon compliance with the Contract Provisions and Specifications.

Information, copies of provisions, specifications and addenda for this project will be available on-line beginning June 11, 2026 at <http://www.skagitcounty.net/rfp>; or obtained at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download provisions and specifications are advised to e-mail brendao@co.skagit.wa.us to be added to plan holders list to receive any addenda that may be issued.

All questions or correspondence relating to this contract shall be in writing and submitted **no later than 4:00 p.m., Thursday, June 18, 2026**, to Rachel Rowe, Project Manager, or by e-mail to rowe@co.skagit.wa.us with the subject line reading, "2026 Hydraulic Maintenance and Repair Service". **All Addenda will be posted on-line for this Project by 4:00 p.m. Wednesday, June 24, 2026.** If further Addenda are required to be issued, the bid opening will be postponed.

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, 2026 Hydraulic Maintenance and Repair Service**". Sealed bids shall be received by one of the following delivery methods no later than **Monday, July 6, 2026, at the hour of 1:00 p.m.** 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.

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.

INSURANCE: Commercial General Liability Insurance, Business Automobile Liability Insurance, Industrial Insurance (Worker's Compensation) and USL&H Insurance (a/k/a "Longshore Harbor Worker's Compensation Act/Jones Act) are a requirement of this project.

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 six thousand seven hundred fifty dollars and no/100 (\$6,750.00) dollars which is five percent (5%) of the estimated contract amount.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding sixty (60) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

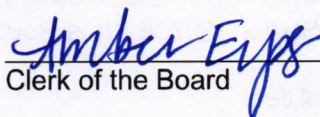
The Skagit County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged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

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Coordinator, Michael See, at (360) 416-1400.

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

1 day of June, 2026.


Clerk of the Board

Published: Skagit Valley Herald –June 11th and 18th, 2026

GENERAL INFORMATION

PROJECT TITLE: 2026 HYDRAULIC MAINTENANCE AND REPAIR SERVICE

DESCRIPTION OF SERVICES

Skagit County is interested in obtaining services for hydraulic maintenance and repair to various Skagit County Public Work sites that include but may not be limited to: 1) Guemes Island Ferry shore facilities, 2) Guemes Island Ferry, 3) Solid Waste facilities, 4) Operations facilities, and/or 5) at the Contractor's facility.

Each year work may be performed on the vessel at a local shipyard within the Puget Sound region where the County-owned ferry would be located for maintenance or emergency repairs.

It will be the responsibility of the Contractor to obtain any necessary permits. All permits will be reimbursed at actual cost to the Contractor.

ANTICIPATED SERVICES

The service contract shall consist of, but may not be limited to, providing hydraulic parts and services, on an hourly rate and/or emergency basis. The work may cover, but may not be limited to, all phases of temporary or permanent assembly, installation, maintenance, repair and other related miscellaneous items which are maintenance and repair projects and/or emergency repair projects.

It is expected that 90% or more of the work will be performed during the Contractor's normal business hours, however emergency response time is required within two (2) hours.

SKAGIT COUNTY PUBLIC WORK SITES INCLUDE, BUT ARE NOT LIMITED TO:

- Guemes Island Ferry Facilities: (500 I Avenue, Anacortes, WA 98221)
 - Anacortes/Guemes Island Ferry docks
 - Guemes Island Ferry, M/V Guemes

- Solid Waste Facilities:
- Skagit County Transfer Station (14104 Ovenell Rd, Mount Vernon, WA 98273)
- Clear Lake Remote Site (23202 Howey Rd, Clearlake, WA 98235)
- Sauk Transfer Station (50796 State Route 20, Concrete, WA 98237)

- Operations Facilities:
- Road Operations Shop (201 Avon Ave, Burlington, WA 98233)
- Equipment Rental & Repair Shop (201 Avon Ave, Burlington, WA 98233)
- Road Operations Shop (44510 Concrete Sauk Valley Rd, Concrete, WA 98237)

INTENT OF CONTRACT

The contract shall continue for a term of two (2) years from **October 1, 2026**, with the option to extend the contract for up to two (2) additional years. Skagit County estimates the value of the contract shall not exceed \$135,000.00. The estimate is based on past experience, and the value of the contract may vary. Work will be provided on an as-needed basis. This contract is for the convenience of Skagit County will not guarantee the Contractor any amount of work for this contract period.

All job sites are located within Skagit County. The Contractor is encouraged to visit the sites prior to submitting a bid. To schedule a site visit, please contact Rachel Rowe, Ferry Operations Division Manager, at (360) 333-1496.

BID DUE DATE:

Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than Monday, July 6, 2026, at 1:00 p.m. Hand-deliver or mail to Skagit County Commissioners at 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

Bids remain confidential and no information about bids is released until the public information of the bids is otherwise available.

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 six thousand seven hundred fifty dollars and no/100 (\$6,750.00) dollars, which is equal to five percent (5%) of the estimated contract amount.

Prevailing wage rates apply to this contract and bidders are advised to consider this charge when tabulating bids.

Pursuant to RCW 39.08, a contract bond is required prior to contract execution. For projects under \$150,000, the Risk Manager for Skagit County may waive the contract bond in lieu of ten percent (10%) retainage on the contract amount for a period of thirty (30) days after the date of final acceptance.

BID PROPOSAL

Bid Proposals are to be submitted only on the forms provided with this contract specification. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic or faxed proposals will not be accepted.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS

Skagit County will not provide binding oral interpretations to bidders as meaning of bid or contract documents; oral communication is not binding upon Skagit County. **All questions and requests for interpretation shall be in writing and submitted no later than 4:00 p.m. on Thursday, June 18, 2026** to Rachel Rowe, Ferry Operations Division Manager, by e-mail to rrowe@co.skagit.wa.us with the subject line reading, "2026 Hydraulic Maintenance and Repair Service". **All addenda will be posted on-line for this Project by 4:00 p.m. Wednesday, June 24, 2026.** If further addenda are required to be issued, the bid opening will be postponed. All addenda shall become part of the bid package.

ADDENDA

If Skagit County issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the bidder's responsibility to ensure that they have received all addenda, although Skagit County will make reasonable effort to provide addenda to all plan holders. Failure to sign the acknowledgement of the addendum may result in rejection of the bid.

EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS

Bid submission constitutes acknowledgement upon which Skagit County may rely, that bidder thoroughly examined and is familiar with the Contract Provisions and Specifications documents, familiar with all work sites, reviewed and inspected all applicable laws, statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract or resolutions. A signed contract furnished to the successful Contractor results in a binding contract without further action by either party.

NON-RESPONSIVE BID

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

BIDDER RESPONSIBILITY CRITERIA

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria. The bidder must:

1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.
If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.
2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
3. 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.
4. 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.
5. 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.
6. 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.

7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
8. 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 System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

BIDDER SUPPLEMENTAL CRITERIA

Statement of Bidder Experience and Qualifications is 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:

1. Bidder facility shall be located within 75 miles of Skagit County Public Works, 1800 Continental Place, Mt. Vernon, Washington.
2. Bidder must have a minimum of five (5) years hydraulic maintenance/service industry experience in order to perform this work.
3. Bidder must have a minimum of five (5) projects of similar nature within the last five years and list the cost of those projects.

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.

EXECUTION OF CONTRACT

Within ten (10) calendar days after the award date, the successful bidder shall return the signed contract, all required insurance certifications, and any other required documentation as specified in this document. Skagit County may grant up to a maximum of ten (10) 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

Upon failure to return the insurance certifications and bond with the signed Contract as required, Skagit County may then award the contract to the second lowest responsive and responsible bidder or reject all remaining bids.

NON-COLLUSION

Submittal and signature of the non-collusion certificate confirms that the bid 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.

PROTESTS

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

PUBLIC WORKS PROJECT

This work is considered a public works project as defined in RCW 39.12, and therefore, subject to state prevailing wage rates as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when computing bids.

If awarded the project, the Contractor and each Subcontractor shall complete or have on file with the county a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of each project. These forms are available from the Washington State Department of Labor and Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage>.

Skagit County is required to retain five percent (5%) of the moneys earned by the Contractor as a trust fund until completion in accordance with RCW 60.28.

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. (USL&H is a federal act sometimes referred to as "Longshore Harbor Worker's Compensation Act" or Jones Act).

The above liability policies 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, and 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.

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. **CONTRACT DOCUMENTS:** The Addenda, Bid Proposal, Contract Provisions and Specifications, and contract, 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.
3. **SAFETY MEASURES:** All work under this contract shall be performed in a safe manner. Contractor and all Subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

4. **OSHA/WISHA:** Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued there under, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Skagit County from damages assessed against Skagit County because of Contractor's failure to comply with the Acts and the standards issued there under and for the failure of the items furnished under this order to so comply.
5. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold Skagit County harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
6. **APPLICATION OF SALES TAX:**
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.

7. **LICENSES AND PERMITS:** Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractors awarded a County contract are responsible for compliance with Washington State Business License regulations.
8. **EQUAL OPPORTUNITY AND NONDISCRIMINATION:** Hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
9. **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.

10. **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.
11. **CONTRACT BOND AND RETAINAGE REQUIREMENTS:** Contractor shall obtain 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.

Below is a list of such bonds or other securities approved by Skagit County.

- Bills, certificates, notes, or bonds of the United States;
- Other obligations of the United States or its agencies;
- Obligations of any corporation wholly owned by the government of the United States;
- Indebtedness of the Federal National Mortgage Association;
- Time deposits in commercial banks;
- Money market deposits in commercial banks;
- Bond in lieu of retainage in a form acceptable to Skagit 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.

- 12. 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: Skagit County Engineer, 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 designed 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.

- 13. INDEMNIFICATION:** 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 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.

14. **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.
15. **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.
16. **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.

APPENDIX A

Mandatory Bidder Responsibility Criteria

Informational Only

MANDATORY BIDDER RESPONSIBILITY CRITERIA

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 will be rejected.**

1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.

If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.

2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
3. 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.
4. 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.
5. 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.
6. 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.
7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
8. 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 System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

TO BE VERIFIED BY SKAGIT COUNTY

Mandatory Bidder Responsibility Checklist

The following checklist will be used by Skagit County Public Works in documenting that a Bidder meets the mandatory bidder responsibility criteria. A copy of documentation from the appropriate websites will be included with this checklist and placed in the contract file. This checklist is provided to Bidder as a reference tool to determine and verify mandatory requirements.

General Information	
Project Name:	Project Number:
Bidders Business Name:	Bid Submittal Deadline:
Contractor Registration - Lnl Verify a Contractor	
License Number:	Status: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Electrical: If required by Chapter 19.028 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
L&I Prevailing Wage Training Completed -	
Does the Contractor need to complete L&I Prevailing Wage training?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current UBI Number -	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage -	
Account Number:	Account Status Current? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor and Plumber Infraction List – Lnl Strike List	
Is Bidder on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Not Disqualified from Bidding – Lnl Debarred Contractor List	
Is the Bidder listed on the "Contractors Not Allowed to Bid on Public Works Projects" List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State Excise Tax Registration Number – DOR Business Lookup	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Federal Debarment – www.sam.gov/SAM/	
Debarred or Suspended by the Federal Government?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department (ESD) Number –	
Employment Security Department Number:	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? • Has Bidder provided documentation from ESD on Account Number? 	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Documentation must be received within 24 hrs. of Bid Submittal Deadline.	
Checked by:	
Name & Signature of Skagit County Employee:	Date:
Responsible Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/>

APPENDIX B

**Vendor Services Agreement
Informational Only**

**Contract Bond
Informational Only**

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) # _____, and others as may be necessary.
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 October 1, 2026, 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. In no event shall the contract continue for more than two (2) years, without amendment. At the sole option and discretion of the County this Agreement may be extended for up to one (1) successive period of two (2) years on substantially similar terms and conditions, by duly executed subsequent written amendment to this Agreement. In the event that the County

elects to so extend this Agreement, it shall provide the Contractor with written notice of extension at least thirty (30) days prior to the expiration of the Agreement.

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 contractor's insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

8.1 USL&H Insurance is a requirement of this project. The Longshoremen's and Harbor Worker's Compensation Act falls under the jurisdiction and is administered by U.S. Department of Labor. The Contractor will be required to obtain USL&H Insurance for this contract and provide Skagit County with satisfactory proof of coverage in the amount of not less than one million dollars (\$1,000,000).

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. #. _____

INFORMATIONAL ONLY

DATED this ____ day of _____, 2026.

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

Ron Wesen, Chairman

Peter Browning, Commissioner

Attest:

Joe Burns, 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
- 3) USL&H Insurance (see, Section 8.1),

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., 2026, 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 _____

2026 Hydraulic Maintenance & Repair Service

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 _____, 2026.

(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
Bonnie Beddall
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2026

SURETY BOND NUMBER

CONTRACT NUMBER

APPENDIX C
Proposal Forms
Informational Only

Proposal For Bidding Purposes

For:

2026

**Hydraulic Maintenance and Repair
Service**

SKAGIT COUNTY PUBLIC WORKS



**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

PROPOSAL

HYDRAULIC MAINTENANCE AND REPAIR SERVICE

Skagit County, Washington

2026

All bid envelopes must be plainly marked on the outside, **“Sealed Bid, 2026 Hydraulic Maintenance and Repair Service”**

Sealed bids will be received at the following location by one of the following delivery methods no later than **Monday, July 6, 2026, at the hour of 1:00 p.m.** No late bid will be considered.

Bids may be hand deliver to: The Reception Desk of Skagit County Commissioners Office located at 1800 Continental Place, Mount Vernon, WA 98273; **or,**

Bids may be mailed to: Skagit County Commissioners
1800 Continental Place
Mount Vernon, WA 98273-5625

The Bid opening date for this project will be Monday, July 6, 2026. The bids will be publicly opened and read after 1:00 p.m. on this date.

CONDITION OF AWARD:

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. All terms and conditions listed in the Contract Provisions and Specifications apply to this condition.

ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

MANDATORY BIDDER CRITERIA

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria. The bidder must:

1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid. If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.
2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
3. 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.
4. 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.
5. 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.
6. 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.
7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
8. **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 System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

SUPPLEMENTAL BIDDER CRITERIA

The Bidder shall demonstrate to the satisfaction of the County that the Bidder is qualified to perform the work under this contract. To assist the County in the review of the Bidder's qualifications, the Bidder shall provide the requested information indicated below:

Name of firm: _____

Facility Address: _____

Number of years the Contractor has been engaged in the hydraulic maintenance and repair/service industry: _____ Years

List five (5) projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

INFORMATIONAL ONLY

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS
MOUNT VERNON, WASHINGTON 98273

BID DUE ON MONDAY, July 6, 2026, AT 1:00 p.m.

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- Bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

This certifies that the undersigned has examined the entire bid proposal and contract provisions and specifications for the:

2026 Hydraulic Maintenance and Repair Service

and that the contract governing the work embraced in this work, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work, or as much thereof as can be completed with the money available in accordance with the said description of work and contract, and the following schedule of rates and prices:

A. Bid for On-Site Labor: The rates will cover project overhead, general company overhead, profit, travel, and any other costs incurred. All labor and benefit rates will be no less than the applicable Washington State Labor and Industries prevailing wage and benefit rates . Bidders are to quote one rate for each listed category classification.		
Item #	Description	Unit Price
1A	On-site straight time work	\$ _____ / HR
2A	On-site overtime work (time and one half)	\$ _____ / HR
3A	On-site Sunday and holiday work (double time)	\$ _____ / HR
B. Bid for Shop Labor:		
Item #	Description	Unit Price
1B	Shop straight time work	\$ _____ / HR
2B	Shop overtime work (time and one half)	\$ _____ / HR
3B	Shop Sunday and holiday work (double time)	\$ _____ / HR

C. Mark Up for Materials: The markup range is for the total materials cost in a Task Order. The mark up will cover project overhead, general company overhead, profit, and any other costs incurred to supply the materials. **Taxes shall not be included** in the mark up price. All invoices shall include an itemized list of materials, including costs, to allow for accurate verification of mark ups in accordance with the terms of the agreement.

Item #	Description	Mark Up %
1C	Material (cost plus %) \$0.01 - \$100.00	_____ %
2C	Material (cost plus %) \$100.01 - \$500.00	_____ %
3C	Material (cost plus %) \$500.01 and up	_____ %

D. Mark Up for Rental Equipment and Services: See Description of Work. **Taxes shall not be included** in the mark up price.

Item #	Description	Mark Up %
1D	Rental equipment cost plus %	_____ %
2D	Subcontractor work (cost)	_____ %

Note: Any costs associated with permits or inspections will be reimbursed at actual cost.

SOME ITEMS FOR THE GUEMES ISLAND FERRY MAY NOT BE SUBJECT TO WASHINGTON STATE SALES TAX IN ACCORDANCE WITH RCW 82.08.0285.

FOR EVALUATION AND AWARD PURPOSES

Lowest bidder will be determined by: 1A, On-site straight time work. In the event of a tie then; 1A, On-site straight time work and 1B, Shop straight time work will be considered. In the event of a continued tie then 1A, On-site straight time work, 1B, Shop straight time work, and 1C, Materials (cost plus %) \$0.01 - \$100.00 will be considered. In the event of a continued tie then 1A, On-site straight time work, 1B, Shop straight time work, 1C, Materials (cost plus %) \$0.01 - \$100.00 and 1D, Rental equipment cost plus % will be considered.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

PROPOSAL – Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

A proposal guaranty in an amount of five thousand and no/100 (\$5,000.00) dollars, which is equal to five percent (5%) of the estimated contract amount, in the form as indicated below is attached hereto:

- CASH In the amount of \$ _____ Dollars
- CASHIER'S CHECK In the amount of \$ _____ Dollars
- CERTIFIED CHECK In the amount of \$ _____ Dollars
(Payable to Skagit County)
- PROPOSAL BOND In the amount six thousand seven hundred fifty dollars and no/100 (\$6,750.00) dollars, which is equal to five percent (5%) of the total estimated contract amount.

Receipt is hereby acknowledged of Addendum(s) No.(s) _____, _____ & _____

**S
I
G
N**

Signature of Authorized Officials(s):

Firm Name: _____

Address: _____

Phone No. _____

State of Washington Contractor's License No. _____

UBI No. _____ Employment Security Department No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following title in your communication: **2026 Hydraulic Maintenance and Repair Service.**

PROPOSAL MUST BE SIGNED

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free 'hotline' Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the 'hotline' to report such activities.

The 'hotline' is part of USDOT's continuing effort to identify and investigate highway construction fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MUST ACCOMPANY EACH BID

NON-DISBARMENT CERTIFICATION

Are you on Comptroller General's list of Ineligible Contractors or list of parties excluded from Federal procurement or non-procurement programs? NO YES

Company Name: _____

Type of Business Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FID #: _____

Company Address: _____

The County/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

SIGNATURE: _____

MUST ACCOMPANY EACH BID

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION**

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ of _____ as principal, and the _____ a corporation duly

organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Skagit County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

_____ said bid and proposal, by reference thereto, being made a part hereof.

NOW THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Skagit County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2026.

(Principal)

(Surety)

(Attorney-in-fact)

APPENDIX D

Prevailing Wage Rates

Benefit Key Code



Skagit County Public Works Prevailing Wage Rates for Public Works Projects

Prevailing Wage Rates shall apply in accordance with RCW 39.12.030, WAC 296-127-011(5)

Project Name:	2026 Hydraulic Maintenance & Repair Service
Project Number:	N/A
Bid Opening Date & Time:	Monday, July 6, 2026, 1:00 pm
Effective Date for Washington State Prevailing Wage Rates: <i>Note: The contractor shall be responsible for obtaining the correct rates if the rates are modified prior to bid opening, or the bid opening is rescheduled.</i>	July 6, 2026
County in which public works project is located: <i>Note: For off-site work, use rates for the county in which off-site work will be performed.</i>	Skagit

Washington State Prevailing wage rates can be found at:

Journey: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

Apprentice: <https://secure.lni.wa.gov/wagelookup/rates/apprentice-rates>

Benefit Key Code and Supplemental to wages pdf can be found at:

<https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/payments-reporting/wage-rates>

A printed copy of the wage rates is available for viewing in the Skagit County Engineering Department located at: 1800 Continental Place, Mount Vernon, WA 98273. A hard copy of the Prevailing Wage Rates can be mailed upon request.