

CONTRACT PROVISIONS and SPECIFICATIONS

For:

Temporary Passenger-Only Ferry Service
between Anacortes and Guemes Island, WA

SKAGIT COUNTY PUBLIC WORKS



SKAGIT COUNTY

**TEMPORARY PASSENGER-ONLY FERRY SERVICE
BETWEEN ANACORTES AND GUEMES ISLAND, WA**

**Bid Opening: Tuesday, February 18, 2024
11:45 a.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>

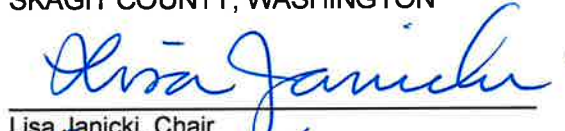
APPROVED:



Grace Kane, P.E.
Public Works Director/County Engineer

SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Lisa Janicki, Chair



Ron Wesen, Commissioner



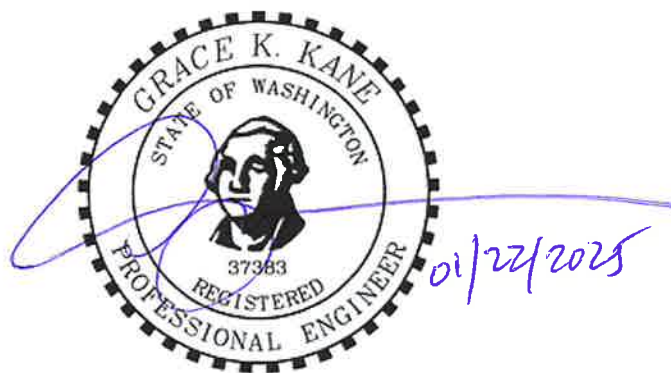
Peter Browning, Commissioner

TEMPORARY PASSENGER-ONLY FERRY SERVICE BETWEEN ANACORTES AND GUEMES ISLAND, WA

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.

Engineer of Record



NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273, on **Tuesday, February 18, 2025, at the hour of 11:45 a.m.**, or as soon thereafter as possible. Attendance will be in-person or remote by computer, tablet, or smartphone: <https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09> or by phone: 1 (253) 215-8782 Meeting ID: 871 8000 1980.

PROJECT TITLE: Temporary Passenger-Only Ferry Service between Anacortes and Guemes Island, WA

Skagit County is interested in obtaining bids for temporary passenger-only ferry service between Anacortes and Guemes Island, Washington. Temporary passenger-only service needs include, but may not be limited to, annual maintenance and dry-docking periods of the "M/V Guemes" or emergency situations due to mechanical failure of the ferry.

Skagit County is requesting bids from qualified vessel Contractors/Owners for a passenger-only vessel, and a United States Coast Guard licensed Operator, for shuttle service between Anacortes and Guemes Island, Washington. A qualifying vessel will be U.S. Coast Guard inspected and approved for operations as an "Operated Boat Charter". In addition, a qualifying vessel will be able to utilize Skagit County's existing dock facilities without modifications to such.

Skagit County estimates the value of the contract shall not exceed \$350,000.00. The estimate is based on past experience, and the actual value of the contract may vary. Skagit County will not guarantee the Contractor/Owner any amount of work for this contract period.

Bid documents, specifications and addenda for this project may be obtained beginning **January 30, 2025**, from the office of the Skagit County Public Works Department, 1800 Continental Place, Mount Vernon, Washington 98273-5625. You may receive the bid information electronically; copies are available at: <http://www.skagitcounty.net/rfp>.

All questions or correspondence relating to this contract shall be in writing and submitted **no later than 4:00 p.m., Wednesday, February 5, 2025** to Rachel Rowe, Ferry Operations Division Manager, or by e-mail to rrowe@co.skagit.wa.us with the subject line reading, "Temporary Passenger-Only Ferry Service". **All addendum will be posted online for this project by 4:00 p.m., Friday, February 7, 2025.**

All bid envelopes must be clearly marked on the outside, "**Sealed Bid, Temporary Passenger-Only Ferry Service between Anacortes and Guemes Island, WA**". Sealed bids shall be received by one of the following delivery methods no later than **Tuesday, February 18, 2025**, at the hour of **11:45 a.m.**

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.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

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

INSURANCE

Commercial General Liability Insurance, Business Automobile Liability Insurance, Industrial Insurance (Worker’s Compensation) and USL&H (a/k/a “Longshore Harbor Worker’s Compensation Act/Jones Act”) are a requirement of this project. The Contractor/Owner will be responsible for their own hull and machinery insurance, and will be required to obtain and maintain Protection & Indemnity and General Comprehensive Liability insurance in the amount of not less than one million dollars (\$1,000,000). The Contractor/Owner must name Skagit County as additional insured on all insurance policies and shall provide Skagit County with a Certificate of Insurance at time of contract execution.

BID GUARANTY

No bid will be considered unless accompanied by a bid proposal deposit in cash, certified check, cashier’s check or surety bond in an amount equal to five percent (5%) of the total estimated contract amount of \$350,000.

WITHDRAWAL OF BID

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 forty-five (45) calendar days following the bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

TITLE VI

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling Brenda Olson at (360) 416-1400 or email her at brendao@co.skagit.wa.us.

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.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this

27 day of January, 2025.



Clerk of the Board

Published: Skagit Valley Herald January 30, 2025, and February 6, 2025.

GENERAL INFORMATION

PROJECT TITLE

Temporary Passenger-Only Ferry Service between Anacortes and Guemes Island, WA

DESCRIPTION OF SERVICES

Skagit County is interested in obtaining services for temporary passenger-only ferry service between Anacortes and Guemes Island, Washington. Temporary passenger-only service needs include, but may not be limited to, annual maintenance and dry-docking periods of the "M/V Guemes" or emergency situations due to mechanical failure of the ferry. Estimated contract value is \$350,000.00.

Skagit County is requesting bids from qualified vessel Contractors/Owners for a passenger-only vessel, and a United States Coast Guard Licensed Operator, for shuttle service between Anacortes and Guemes Island, Washington. A qualifying vessel will be U.S. Coast Guard inspected and approved for operations as an "Operated Boat Charter". In addition, a qualifying vessel will be able to utilize Skagit County's existing dock facilities without modifications to such.

ANTICIPATED SERVICES

SCHEDULE A: CHARTER SERVICES

Anticipated services include, but may not be limited to:

1. SCHEDULED CHARTER SERVICES

The "M/V GUEMES" is typically scheduled for haul-out and maintenance every year or every two years. Passenger-only ferry service may be needed during this time. If so, Contractor/Owner will be notified as to start date for needed service.

If called upon to provide passenger-only service during the haul-out period, the Contractor/Owner may secure the passenger-only vessel at the Anacortes facility for the duration of the assignment.

During daily operations, Contractor/Owner will adhere to the regular ferry sailing schedule in effect at the time of assignment. No deviation will be allowed without authorization from the Ferry Operations Division Manager (or designee).

A sample of the sailing schedule is included as "Appendix A" and is subject to change. No guarantee is made to the Contractor/Owner as to number of contracted rental service days for any scheduled charter services.

2. NON-SCHEDULED CHARTER SERVICES:

(Due to mechanical failure of M/V Guemes):

If for any reason the ferry is out of service, or suffers mechanical failure, the Contractor/Owner will have a maximum of five (5) hours after the initial call for the passenger-only vessel to arrive at Anacortes dock facility, or as requested by the Ferry Operations Division Manager (or designee).

The Ferry Operations Division Manager (or designee) will determine, as soon as possible, the duration of the charter. The chartered vessel shall be employed for the duration of the unanticipated outage.

The chartered vessel will adhere to the same conditions as noted above and follow the regular sailing schedule.

SCHEDULE B: AFTER-HOURS EMERGENCY SERVICE – ALTERNATE A1

The discretionary alternate Schedule B is intended to allow the County to consider potentially including after-hours emergency service as part of the overall contracted work. This work shall include all items listed under this Schedule B (below). This potential Schedule B alternate work may be declined or included in the contract at the sole option and discretion of the County, based upon the amount(s) of the bid(s) received for the potential Schedule B work. In the event that this Schedule B work is declined by the County (because the bid[s] received are determined by the County to exceed the project budget) and are deleted from the contract, the Contractor will be informed of such decision, and no work as defined in this Schedule B will be performed by the Contractor or paid for the County. All bids received must include potential Schedule B work for consideration by the County.

Anticipated services include, but may not be limited to:

A1: AFTER-HOURS EMERGENCY SERVICES

The chartered vessel will be required to be on standby for medical emergency service throughout the night with a one (1) hour response time. During this service, the vessel may be secured overnight at the Anacortes dock facility.

Contractor/Owner must provide an after-hour phone number for availability. Contractor must provide hourly pricing for after-hours emergency service in "Schedule B" section of the bid proposal.

VESSEL AND CONTRACTOR/OWNER REQUIREMENTS

The chartered vessel shall conform to the following minimum requirements and conditions:

1. The vessel must have a valid United States Coast Guard (USCG) issued Certificate of Inspection to allow the vessel to carry a minimum of 49 passengers plus crew.
2. The vessel shall not be less than fifty (50) feet in overall length, nor shall it have a beam that is greater than fifty (50) feet.
3. The vessel shall have heated and covered seating for a minimum of 35 passengers. Tarps used to cover the enclosed area of passenger seating will not be accepted.
4. To the extent possible, the vessel must make reasonable accommodations for those passengers with mobility issues; at a minimum, the vessel shall provide two (2) wheelchairs for use during the entire charter period (one at each ferry landing), tie downs for wheelchairs and a covered, heated area for passengers traveling in a wheelchair.
5. Must have sufficient cargo space for passenger bicycles, hand-carried baggage, and cargo.

6. The vessel must be able to accommodate mopeds and small motorcycles at the discretion of the Operator.
7. The vessel shall have fully operational radar to operate in conditions of limited visibility.
8. The vessel must be able to load or unload passengers and cargo using Skagit County docking facilities. This must be demonstrated prior to bid award. No modifications shall be made to Skagit County docking facilities.
9. Skagit County will provide an access ramp (gangway) for passengers embarking and disembarking the vessel. The Contractor shall be required to use this gangway for all sailings departing from the Anacortes and Guemes Island dock. All passengers must embark and disembark using the ramp gangway, except for those traveling by motorcycle.
10. The Contractor/Owner will be responsible for their own hull and machinery insurance and will be required to obtain and maintain Protection & Indemnity and General Comprehensive Liability insurance in the amount of not less than one million dollars (\$1,000,000). The Contractor/Owner must name Skagit County as additional insured on all insurance policies and shall provide Skagit County with a Certificate of Insurance at time of contract execution.
11. 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/Owner will be required to obtain USL&H Insurance for this contract and provide Skagit County with proof of coverage.
12. For the scheduled charter services the vessel must be, in all respects, ready for service at the time of delivery.
13. The chartered vessel will be required to adhere to Skagit County's ferry sailing schedule (sample included as "Attachment A") during times of operation. Anytime the ferry has an overload situation and there is greater than one (1) hour between runs, the vessel shall make an additional run to pick up additional passengers with exceptions listed on the attached schedule.
14. The Contractor/Owner shall promptly remove the vessel at the completion of the charter period so as to not interrupt normal resumed ferry service with the M/V Guemes.
15. Rates will include all fuels (and any surcharges or tax on such fuel), lubricants, maintenance, and labor. No additional charges will be accepted. No additional compensation will be allowed the Contractor/Owner for general wear and tear to the vessel.
16. Rental time starts with the departure of the first passenger run and ends when the crew is dropped off at the terminal after the last run. No charges will be accepted for vessel transport to and from its moorage or home port.

17. Hourly rates will apply for less than ten (10) hours of service, or for after-hour emergency services. Daily rates will apply for ten (10) hours or more of service per day.

SPECIAL CONDITIONS

Skagit County ferry employees will be required to work with the Operator of the passenger-only vessel per the IBU contract in accordance with the sailing schedule provided. The sailing schedule is subject to change. Skagit County ferry employees will serve as deckhands, handle fare collections, and perform other duties pertaining to the transportation of passengers and cargo aboard the vessel and at Skagit County facilities. Skagit County employees/personnel shall not perform any maintenance aboard the vessel.

The Contractor/Owner and/or Operator of the chartered vessel will be required to familiarize and train all Skagit County deckhands in vessel operations prior to the commencement of the charter. The training and orientation shall include, but may not be limited to, location of firefighting equipment, lifesaving equipment, and all drills as required under USCG regulations.

INTENT OF CONTRACT

The agreement will be awarded for a two (2) year term and shall commence on April 1, 2025. Prices offered are to be firm for this period and will not be subject to negotiation. At the sole option and discretion of the County, the Contract may be extended for up to two (2) additional successive terms of one (1) year each on substantially similar, pursuant to the terms herein, terms and conditions, by duly executed subsequent written amendment to this Contract. In the event that the County elects to so extend this Contract, it shall provide the Contractor with written notice of extension at least thirty (30) days prior to the expiration of the Contract, but in no event shall the Contract continue for more than a total of four (4) years from the date of execution (in the event that the County elects to exercise both one (1) year extensions of this contract as provided herein).

Contract extensions (for years three [3] through four [4]) may be adjusted using the Bureau of Labor and Statistics Consumer Price Index Seattle/Tacoma (CPI-U) for increases at the request of the Contractor.

Skagit County reserves the right to reject any or all bids, waive informalities, and make 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) 416-1400.

Skagit County will not guarantee the Contractor/Owner any number of days for this contracted charter service during contract duration.

BID DUE DATE

Tuesday, February 18, 2025, no later than 11:45 a.m.

BID PROPOSAL

Bid Proposal must include:

SCHEDULE A: 1) a daily rental rate for scheduled ferry service of at least (10) hours per day as per the included sample sailing schedule; 2) a daily holiday rate (and a list for which all holidays that rate shall be in effect) for scheduled ferry service of at least ten (10) hours per day per the included sample sailing schedule; 3) an hourly rental rate for a rental lasting fewer than ten (10) hours; and 4) an hourly holiday rate (and a list for which all holidays that rate shall be in effect)

for scheduled ferry service lasting fewer than ten (10) hours per day per the included sample sailing schedule.

If the vessel is required to be in service ten (10) hours or more in any given day, the daily rate shall apply.

The bid proposal must also include a minimum and maximum number of hours required to deliver the chartered vessel to the Skagit County's Anacortes docking facility. Rates start upon vessel's arrival to Skagit County's Anacortes dock facility. No charges will be accepted for vessel transport to and from its moorage or home port.

SCHEDULE B – ALTERNATE 1: 1) an hourly rate for after-hours emergency services; and 2) an hourly holiday rate for holiday after-hour emergency services.

BID GUARANTY

No bid will be considered unless accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the estimated contract value of \$350,000.

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 Wednesday, February 5, 2025** to Rachel Rowe, Ferry Operations Division Manager, by e-mail to rrowe@co.skagit.wa.us with the subject line reading, "Temporary Passenger-Only Ferry Service". **All addenda will be posted online for this Project by 4:00 p.m. Friday, February 7, 2024.** If further addenda are required to be issued, the bid opening may 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.

CONDITION OF AWARD

It is the intent of Skagit County to award a contract to the lowest responsible responsive bidder. All terms and conditions listed in the contract provisions and specifications apply to this condition. Vessel Contractors/Owners must demonstrate their vessel's ability to utilize Skagit County's current dock facilities to the satisfaction of the Ferry Operations Division Manager prior to contract award. **If a bid proposal received is the lowest responsible bidder, the vessel's successful docking demonstration must occur between February 19, 2024, and February 21, 2021, for contract award.** The contact person for the docking demonstration is Rachel Rowe, Ferry Operations Division Manager, at (360) 293-6433. The address for the docking demonstration is: 500 I Avenue, Anacortes, WA 98221.

Prior to 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) have a current Washington Unified Business Identifier (UBI) number; 2) have Industrial Insurance (workers' compensation)

coverage for the bidder's employees working in Washington, as required in Title 51 RCW; 3) have a Washington Employment Security Department number (ESD), as required in Title 50 RCW and provide documentation from ESD to Skagit County; 4) have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and 5) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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 with the signed contract as required, Skagit County may then award the contract to the second lowest 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 addressed in accordance with applicable State law.

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 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, 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.

PAYMENTS

Billing: Invoices must be itemized as follows: Date(s) of service, vessel name and Contractor/Owner name. Hourly contract rate and number of hours billed or daily rate and days billed. The Contractor/Owner shall be paid, upon submission of a proper 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 – Breakdown should include: 1) Daily contract rate, dates billed and number of days billed; 2) Hourly contract rate, dates, and number of hours billed.
- d) Contractor/Owner name and vessel name.
- e) Washington state sales tax as applicable.

Email invoices to:

brendao@co.skagit.wa.us

and cc:

rowe@co.skagit.wa.us

-or-

Mail Payment Requests to:
Skagit County

ATTN: Public Works
1800 Continental Place
Mount Vernon, WA 98273-5625

Payment Terms: Net 30 days

Subcontracting: Proposals to assign or subcontract any of the service requested in this bid will not be considered. No portion of this contract may be subcontracted after bid award.

Termination: Skagit County reserves the right to terminate service due to documented performance problems by giving thirty (30) days notice to the Contractor/Owner.

APPENDIX A

Sample Sailing Schedule



Effective August 15, 2023

The Guemes Island Ferry departs from the Skagit County Anacortes ferry terminal at 500 I Ave, Anacortes, WA 98221. The ferry arrives at departs from Guemes approximately 8 minutes after the listed times below.

Monday – Thursday	Friday	Saturday	Sunday
6:30 AM	6:30 AM	6:30 AM	
7:00 AM	7:00 AM	7:00 AM	
7:30 AM	7:30 AM		
8:00 AM	8:00 AM	8:00 AM	8:00 AM
8:30 AM	8:30 AM	8:30 AM (P)	8:30 AM
			9:00 AM
9:15 AM ■	9:15 AM	9:15 AM	9:45 AM (P)
9:45 AM	9:45 AM	9:45 AM	10:00 AM (N)
10:15 AM	10:15 AM	10:15 AM	10:15 AM (P)
10:45 AM	10:45 AM	10:45 AM	10:45 AM
11:15 AM	11:15 AM	11:15 AM	11:15 AM
Lunch Break			
1:00 PM	1:00 PM	1:00 PM	1:00 PM
1:30 PM	1:30 PM	1:30 PM	1:30 PM
2:00 PM ■	2:00 PM	2:00 PM	2:00 PM
2:30 PM	2:30 PM		
		2:45 PM	2:45 PM
3:15 PM	3:15 PM		
		3:30 PM	3:30 PM
4:00 PM	4:00 PM	4:00 PM	4:00 PM
4:30 PM	4:30 PM	4:30 PM (P)	4:30 PM
5:00 PM	5:00 PM	5:00 PM	5:00 PM (P)
			5:15 PM (N)
5:30 PM	5:30 PM	5:30 PM	5:30 PM (P)
			5:45 PM (N)
6:15 PM	6:15 PM	6:15 PM	6:15 PM (P)
6:45 PM	6:45 PM	6:45 PM	6:45 PM (P)
			7:00 PM (N)
			7:30 PM (N)
8:00 PM	8:00 PM	8:00 PM	8:00 PM
8:30 PM	8:30 PM	8:30 PM	8:30 PM (P)
	9:15 PM	9:15 PM	9:15 PM (P)
	10:00 PM	10:00 PM	10:00 PM (P)
	11:00 PM	11:00 PM	

N = Non-Peak Season Only (May 20 – September 30), **P** = Peak Season Only (October 1 – May 19)

■ Wednesday 9:15 AM to Guemes Island and 2:00 PM from Guemes Island are hazardous material runs ONLY.
No other passengers and vehicles allowed.

Holidays: Ferry will run on a SATURDAY NONPEAK schedule, ending at 10:00 PM when New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas fall on Sunday – Thursday.

SCHEDULE SUBJECT TO CHANGE WITHOUT NOTICE

APPENDIX B

Sample Vendor Services Agreement

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Public Works (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 **April 1, 2021** and continue until April 1, 2023, unless sooner terminated by either party 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. At the sole option and discretion of the County this Agreement may be extended for up to two (2) successive periods of one (1) year each on substantially similar pursuant to the terms herein terms and conditions, by duly executed subsequent written amendment to the 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.

9. Prevailing Wages: Do not apply.
~~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 _____, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, 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.

- X 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.
- X 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
of the insurance policy
- X 3) 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).

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