

Contract Provisions and Plans

**2026 M/V Guemes Pierside Maintenance
Project #FEHO26-1**

Bid Opening: Monday, March 16, 2026

SKAGIT COUNTY PUBLIC WORKS



SCOPE OF WORK

2026 M/V GUEMES PIERSIDE MAINTENANCE PROJECT FEHO26-1

This Contract provides for the pier side maintenance of the Vehicle and Passenger Ferry M/V GUEMES. All work shall be performed in accordance with the attached Contract Plans, these Contract Provisions, and the 2025 Standard Specifications.

Schedule: This project is to be completed within ten (10) working days.

Measurement & Payment: Each item will be per the bid proposal.

Project Site: Contractor's shipyard facility shall be located within the inland waters of the state of Washington and within 90 nautical miles from Anacortes, Washington.



2026 M/V GUEMES PIERSIDE MAINTENANCE PROJECT #FEHO26-1

Bid Opening: March 16, 2026

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

NOTICE TO ALL PLAN HOLDERS

Copies of the Plans and specifications are available at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. Telephone: (360) 416-1400. 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

ABSENT

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

2026 M/V GUEMES PIERSIDE MAINTENANCE PROJECT #FEHO26-1

CERTIFICATION

We hereby certify that these contract documents were reviewed/prepared by us or under our direct supervision, and that we are duly registered Professional Engineers under the laws of the State of Washington.

Certificate of Division 1 Specifications

Engineer of Record for All Contract Documents Excepting for Division 1 Specifications



02/05/2026

Thomas M. Weller, P.E.

Skagit County



Date: 2026.02.04 13:28:02-08'00'

Joshua S. Horst, P.E.

Crucible Engineering LLC

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN BY SKAGIT COUNTY that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273, on **Monday, March 16, 2026, 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: 2026 M/V Guemes Pierside Maintenance Project #FEHO26-1

BID DOCUMENTS

Information, copies of bid documents, drawings and other reference material and addenda for this project will be available on-line beginning **February 19, 2026**, at <http://www.skagitcounty.net/rfp> or obtained at Skagit County Public Works Department, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download plans 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 bid envelopes must be clearly marked on the outside, "**Sealed Bid 2026 M/V Guemes Pierside Maintenance**". Sealed bids shall be received by one of the following delivery methods before **Monday, March 16, 2026; at the hour of 11:45 a.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. All bidding shall be based upon compliance with the Contract Provisions and Plans.

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.

TIME PERIOD FOR PIERSIDE MAINTENANCE

The performance period for the pierside maintenance shall be ten (10) working days, and work can start as early as April 28th, 2026, or one day after contract execution, whichever comes first. Time starts the day the vessel is delivered to the Contractor's facility and this shall be considered working day one (1). The vessel shall depart the Contractor's facility no later than 8:00 a.m. following the last contracted date, unless otherwise authorized by the Ferry Operations Division Manager. Contracted work must be completed, and the vessel must be back in service on or before May 21, 2026.

Contractor must specify preferred pierside maintenance dates on the bid proposal. **If the Contractor has concerns about the number of working days provided or the dates within which the work must be complete, the Contractor shall utilize the bidding period opportunity (with questions due February 27, 2026) to bring concerns forward to Skagit County.**

By signing the bid proposal, the Contractor is agreeing to reserve space in the Contractor's facility for the M/V Guemes for the available dates listed by the Contractor. Skagit County shall reserve the right to choose a pierside maintenance schedule based on preferred dates, shipyard availability and operational needs and considerations. Upon execution of a bid award resolution, Skagit County will contact the lowest, responsible, responsive bidder to confirm the pierside maintenance schedule.

PRE-BID MEETING & SHIP CHECK

The pre-bid meeting and ship check is **highly recommended** for all Bidders and will be held on site at **11:45 a.m. on February 25, 2026**, at the Anacortes ferry terminal located at **500 I Avenue, Anacortes, WA 98221**. **All questions must be submitted in writing no later than February 27, 2026, by 5:00**

p.m. to Rachel Rowe, Ferry Operations Division Manager at: 1800 Continental Place, Mount Vernon, WA, 98273, or at rowe@co.skagit.wa.us. All addenda will be issued by **March 4, 2026, no later than 5:00 p.m.** Questions submitted after 5:00 p.m. February 27, 2026, will not be considered, no answers will be provided, and no addenda will be issued.

PUBLIC WORKS PROJECT

Maintenance performed by a Contractor on a County-owned ferry is considered a public works project as defined in RCW 39.04, and therefore, Washington State Prevailing Wage Rates apply to this Contract and Bidders are advised to consider this charge when tabulating bids.

INSURANCE

Commercial General Liability Insurance, Business Automobile Liability Insurance, Industrial Insurance (Workers' Compensation) and USL&H Insurance (a/k/a "Long shore 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 five percent (5%) of the total amount of the bid. A Contract Bond covering performance and payment will be required with the Contract.

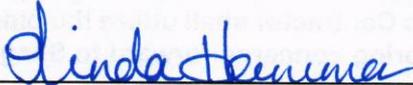
Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves 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 17 day of February, 2026.


Clerk of the Board

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Daily Journal of Commerce - February 19, February 26, and March 5, 2026

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SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2025 Standard Specifications for Road, Bridge and Municipal Construction and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
Bold & Underlined	Indicates a minor addition to a Special Provision
(Regions ¹ date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision
(date APWA GSP)	Local Agency General Special Provision, which has been approved by the APWA Div. 1 Subcommittee.
(date SkagitR)	Skagit County General Special Provision
(date SkagitF)	Skagit County Ferry General Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<u>Regions¹</u>	
NWR	Northwest Region
WSF	Washington State Ferries Division

Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

Project Specific Special Provisions normally appear only in the contract for which they were developed.

Skagit County General Special Provisions are only applicable in Skagit County Public Works contracts.

Skagit County Ferry General Special Provisions are only applicable in Skagit County Ferry Public Works contracts.

1
2
3 **Division 1**
4 **General Requirements**

5
6 **DESCRIPTION OF WORK**

7
8 *(August 31, 2016 SkagitF)*
9

10 This Contract provides for the pier side maintenance of the Vehicle and Passenger Ferry M/V
11 GUEMES. All work shall be performed in accordance with the attached Contract Plans, these
12 Contract Provisions, and the 2025 Standard Specifications.

13
14 Contractor's facility shall be located within the inland waters of the state of Washington and
15 within 90 nautical miles from Anacortes, Washington.
16

17
18 **1-01 DEFINITIONS AND TERMS**

19
20 **1-01.3 Definitions**

21 *(January 19, 2022 APWA GSP)*
22

23 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
24 them with the following:
25

26 **Dates**

27 ***Bid Opening Date***

28 The date on which the Contracting Agency publicly opens and reads the Bids.

29 ***Award Date***

30 The date of the formal decision of the Contracting Agency to accept the lowest
31 responsible and responsive Bidder for the Work.

32 ***Contract Execution Date***

33 The date the Contracting Agency officially binds the Agency to the Contract.

34 ***Notice to Proceed Date***

35 The date stated in the Notice to Proceed on which the Contract time begins.

36 ***Substantial Completion Date***

37 The day the Engineer determines the Contracting Agency has full and unrestricted
38 use and benefit of the facilities, both from the operational and safety standpoint, any
39 remaining traffic disruptions will be rare and brief, and only minor incidental work,
40 replacement of temporary substitute facilities, plant establishment periods, or
41 correction or repair remains for the Physical Completion of the total Contract.

42 ***Physical Completion Date***

43 The day all of the Work is physically completed on the project. All documentation
44 required by the Contract and required by law does not necessarily need to be
45 furnished by the Contractor by this date.

46 ***Completion Date***

47 The day all the Work specified in the Contract is completed and all the obligations of
48 the Contractor under the contract are fulfilled by the Contractor. All documentation
49 required by the Contract and required by law must be furnished by the Contractor
50 before establishment of this date.

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Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

1 **Notice to Proceed**
2 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
3 and directing the Contractor to proceed with the Work and establishing the date on which
4 the Contract time begins.

5
6 **Traffic**
7 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
8 equestrian traffic.

9
10 Section 1-01.3 is supplemented with the following:

11
12 *(January 13, 2015 SkagitF)*

13
14 **County or Owner**

15 Where the terms "Owner" or "County" are used, they refer to Skagit County or its authorized
16 Representative who will have exclusive authority to approve work performed, changes other
17 than to plans, substitutions, etc.

18
19 **Naval Architect**

20 A Naval Architecture firm with a professional license to do business in the State of Washington

21
22 **No. 1 End**

23 "No. 1 End" refers to the end of the vessel that corresponds to the #1 void.

24
25 **No. 2 End**

26 "No. 2 End" refers to the end of the vessel that corresponds to the #8 void.

27
28 **Supplier**

29 Vendors or product distributors from which the Contractor will purchase machinery and
30 outfitting items or services.

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32
33 **1-02 BID PROCEDURES AND CONDITIONS**

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35 **1-02.1 Prequalification of Bidders**

36
37 Delete this section and replace it with the following:

38
39 **1-02.1 Qualifications of Bidder**

40 *(January 24, 2011 APWA GSP)*

41
42 Before award of a public works contract, a bidder must meet at least the minimum
43 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
44 be awarded a public works project.

45
46 **1-02.2 Plans and Specifications**

47 *(June 27, 2011 APWA GSP)*

48
49 Delete this section and replace it with the following:

50
51 Information as to where Bid Documents can be obtained or reviewed can be found in the
52 Call for Bids (Advertisement for Bids) for the work.

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After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	0	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

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1-02.4(1) General
(June 24, 2021 APWA GSP Option B)

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14

The first sentence of the seventh paragraph, beginning with "Any prospective Bidder desiring...", is revised to read:

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Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 9 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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21
22

1-02.5 Proposal Forms
(November 25, 2024 APWA GSP)

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24

Delete this section and replace it with the following:

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The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1 **1-02.6 Preparation of Proposal**
2 (April 22, 2025 APWA GSP, Option B)

3

4 The first sentence of the second paragraph is revised to read as follows:

5 All prices shall be in legible figures (not words) written in ink or typed, and expressed in
6 U.S. dollars.

7 Supplement the second paragraph with the following:

8 4. If a minimum bid amount has been established for any item, the unit or lump sum
9 price must equal or exceed the minimum amount stated.

10 Delete the last two paragraphs, and replace them with the following:

11 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
12 Compliance form, provided by the Contracting Agency. Failure to return this certification
13 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
14 Award. A Contractor Certification of Wage Law Compliance form is included in the
15 Proposal Forms.

16 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

17 A bid by a corporation shall be executed in the corporate name, by the president or a
18 vice president (or other corporate officer accompanied by evidence of authority to sign).

19 A bid by a partnership shall be executed in the partnership name and signed by a
20 partner.

21 A bid by a joint venture shall be executed in the joint venture name and signed by a
22 member of the joint venture.

23

24 **1-02.7 Bid Deposit**
25 (March 8, 2013 APWA GSP)

26

27 Supplement this section with the following:

28

29 Bid bonds shall contain the following:

- 30 1. Contracting Agency-assigned number for the project;
- 31 2. Name of the project;
- 32 3. The Contracting Agency named as obligee;
- 33 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
34 represents five percent of the maximum bid amount that could be awarded;
- 35 5. Signature of the bidder's officer empowered to sign official statements. The signature
36 of the person authorized to submit the bid should agree with the signature on the
37 bond, and the title of the person must accompany the said signature;
- 38 6. The signature of the surety's officer empowered to sign the bond and the power of
39 attorney.

40

41 If so stated in the Contract Provisions, bidder must use the bond form included in the
42 Contract Provisions.

43

44 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

45

1 **1-02.9 Delivery Of Proposal**
2 *(April 22, 2025 APWA GSP, Option A)*

3 Delete this section and replace it with the following:

4 **General**

5 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
6 Project Number as stated in the Call for Bids clearly marked on the outside of the
7 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
8 delivery.

9 To be considered responsive on a FHWA-funded project, the Bidder may be required to
10 submit the following items, as required by Section 1-02.6:

- 11 • DBE Utilization Certification
- 12 • DBE Written Confirmation Document (from each DBE firm listed on the Bidder's
13 completed DBE Utilization Certification)
- 14 • Good Faith Effort (GFE) Documentation (if applicable)
- 15 • DBE Bid Item Breakdown

16 Proposals that are received as required will be publicly opened and read as specified in
17 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that
18 is received after the time specified in the Call for Bids for receipt of Bid Proposals or
19 received in a location other than that specified in the Call for Bids. The Contracting
20 Agency will not open or consider any "Supplemental Information" (Written Confirmations
21 Documents, or GFE Documentation) that is received after the time specified, or received
22 in a location other than that specified in the Call for Bids.

23 If an emergency or unanticipated event interrupts normal work processes of the
24 Contracting Agency so that Proposals cannot be received at the office designated for
25 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
26 Proposal will be deemed to be extended to the same time of day specified in the
27 solicitation on the first work day on which the normal work processes of the Contracting
28 Agency resume.

29 Supplemental bid information submitted after the Proposal submittal but within 48 hours
30 of the time specified for receipt of Proposals, shall be submitted in a sealed envelope
31 labeled the same as for the Proposal, with "Supplemental Information" added.

32 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

33 **DBE Utilization Certification (WSDOT Form 272-056)**

34 The DBE Utilization Certification shall be received at the same location and no later than
35 the time required for delivery of the Proposal. The Contracting Agency will not open or
36 consider any Proposal when the DBE Utilization Certification is received after the time
37 specified for receipt of Proposals or received in a location other than that specified for
38 receipt of Proposals. The DBE Utilization Certification may be submitted in the same
39 envelope as the Bid deposit.

40 **DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE**
41 **Documentation, (if applicable)**

42 The DBE Written Confirmation Documents and/or GFE Documentation are not required
43 to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or
44 GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a
45 Supplement to the Bid. Written Confirmation and/or GFE Documentation shall be
46 received no later than 48 hours (not including Saturdays, Sundays and Holidays) after

1 the time for delivery of the Proposal. To be considered responsive, Bidders shall submit
2 a Written Confirmation Document from each DBE firm listed on the Bidder's completed
3 DBE Utilization Certification and/or the GFE Documentation as required by Section 1-
4 02.6.

5 **DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

6 The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a
7 Supplement to the Bid. The documents shall be received no later than 48 hours (not
8 including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To
9 be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown,
10 however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a
11 period up to five calendar days after bid opening (not including Saturdays, Sundays and
12 Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will
13 be determined to be non-responsive.

14 The DBE Bid Item Breakdown will not be included as part of the executed Contract.

15
16 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

17 *(July 23, 2015 APWA GSP)*

18

19 Delete this section, and replace it with the following:

20

21 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
22 withdraw, revise, or supplement it if:

23

- 24 1. The Bidder submits a written request signed by an authorized person and
25 physically delivers it to the place designated for receipt of Bid Proposals, and
- 26 2. The Contracting Agency receives the request before the time set for receipt of
27 Bid Proposals, and
- 28 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
29 Agency before the time set for receipt of Bid Proposals.

30

31 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
32 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
33 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
34 supplemented package in its entirety. If the Bidder does not submit a revised or
35 supplemented package, then its bid shall be considered withdrawn.

36

37 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
38 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
39 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

40

41 **1-02.12 Public Opening Of Proposal**

42 *(July 14, 2016 SkagitR)*

43

44 Section 1-02.12 is supplemented with the following:

45

46 Sealed bids shall be received at the time and location specified in the Call for Bids, unless
47 modified by addenda.

48

1 **1-02.13 Irregular Proposals**
2 *(September 3, 2024 APWA GSP)*

3
4 Delete this section and replace it with the following:

- 5
6 1. A Proposal will be considered irregular and will be rejected if:
- 7 a. The Bidder is not prequalified when so required;
 - 8 b. The Bidder adds provisions reserving the right to reject or accept the Award,
9 or enter into the Contract;
 - 10 c. A price per unit cannot be determined from the Bid Proposal;
 - 11 d. The Proposal form is not properly executed;
 - 12 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
13 Form 271-015), if applicable, as required in Section 1-02.6;
 - 14 f. The Bidder fails to submit or properly complete a Disadvantaged Business
15 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in
16 Section 1-02.6;
 - 17 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)
18 from each DBE firm listed on the Bidder's completed DBE Utilization
19 Certification that they are in agreement with the bidder's DBE participation
20 commitment, if applicable, as required in Section 1-02.6, or if the written
21 confirmation that is submitted fails to meet the requirements of the Special
22 Provisions;
 - 23 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
24 as required in Section 1-02.6, or if the documentation that is submitted fails to
25 demonstrate that a Good Faith Effort to meet the Condition of Award in
26 accordance with Section 1-07.11;
 - 27 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-
28 054), if applicable, as required in Section 1-02.6, or if the documentation that
29 is submitted fails to meet the requirements of the Special Provisions;
 - 30 j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if
31 applicable as required by Section 1-02.6, or if the documentation that is
32 submitted fails to meet the requirements of the Special Provisions; or
 - 33 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
34 the material terms of the Bid invitation.
- 35
36
37 2. A Proposal may be considered irregular and may be rejected if:
- 38 a. The Proposal does not include a unit price for every Bid item;
 - 39 b. Any of the unit prices are excessively unbalanced (either above or below the
40 amount of a reasonable Bid) to the potential detriment of the Contracting
41 Agency;
 - 42 c. The authorized Proposal Form furnished by the Contracting Agency is not
43 used or is altered;
 - 44 d. The completed Proposal form contains unauthorized additions, deletions,
45 alternate Bids, or conditions;
 - 46 e. Receipt of Addenda is not acknowledged;
 - 47 f. A member of a joint venture or partnership and the joint venture or
48 partnership submit Proposals for the same project (in such an instance, both
49 Bids may be rejected); or
 - 50 g. If Proposal form entries are not made in ink.
- 51

1 **1-02.14 Disqualification of Bidders**

2 (May 17, 2018 APWA GSP, Option B)

3
4 Delete this section and replace it with the following:

5
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
7 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
8 Supplemental Criteria 1-7 listed in this Section.

9
10 The Contracting Agency will verify that the Bidder meets the mandatory bidder
11 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence
12 that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as
13 stated later in this Section.

14
15
16 1. **Delinquent State Taxes**

- 17
18 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
19 Department of Revenue without a payment plan approved by the Department
20 of Revenue.
21
22 B. Documentation: The Bidder, if and when required as detailed below, shall sign
23 a statement (on a form to be provided by the Contracting Agency) that the
24 Bidder does not owe delinquent taxes to the Washington State Department of
25 Revenue, or if delinquent taxes are owed to the Washington State
26 Department of Revenue, the Bidder must submit a written payment plan
27 approved by the Department of Revenue, to the Contracting Agency by the
28 deadline listed below.

29
30 2. **Federal Debarment**

- 31
32 A Criterion: The Bidder shall not currently be debarred or suspended by the
33 Federal government.
34
35 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
36 on the U.S. government’s “System for Award Management” database
37 (www.sam.gov).

38
39 3. **Subcontractor Responsibility**

- 40
41 A Criterion: The Bidder’s standard subcontract form shall include the
42 subcontractor responsibility language required by RCW 39.06.020, and the
43 Bidder shall have an established procedure which it utilizes to validate the
44 responsibility of each of its subcontractors. The Bidder’s subcontract form
45 shall also include a requirement that each of its subcontractors shall have and
46 document a similar procedure to determine whether the sub-tier
47 subcontractors with whom it contracts are also “responsible” subcontractors
48 as defined by RCW 39.06.020.
49
50 B. Documentation: The Bidder, if and when required as detailed below, shall
51 submit a copy of its standard subcontract form for review by the Contracting

1 Agency, and a written description of its procedure for validating the
2 responsibility of subcontractors with which it contracts.

3
4 **4. Claims Against Retainage and Bonds**

5
6 A Criterion: The Bidder shall not have a record of excessive claims filed against
7 the retainage or payment bonds for public works projects in the three years
8 prior to the bid submittal date, that demonstrate a lack of effective
9 management by the Bidder of making timely and appropriate payments to its
10 subcontractors, suppliers, and workers, unless there are extenuating
11 circumstances and such circumstances are deemed acceptable to the
12 Contracting Agency.

13
14 B. Documentation: The Bidder, if and when required as detailed below, shall
15 submit a list of the public works projects completed in the three years prior to
16 the bid submittal date that have had claims against retainage and bonds and
17 include for each project the following information:

- 18
19 • Name of project
20 • The owner and contact information for the owner;
21 • A list of claims filed against the retainage and/or payment bond for any of
22 the projects listed;
23 • A written explanation of the circumstances surrounding each claim and
24 the ultimate resolution of the claim.

25
26 **5. Public Bidding Crime**

27
28 A Criterion: The Bidder and/or its owners shall not have been convicted of a
29 crime involving bidding on a public works contract in the five years prior to the
30 bid submittal date.

31
32 B. Documentation: The Bidder, if and when required as detailed below, shall sign
33 a statement (on a form to be provided by the Contracting Agency) that the
34 Bidder and/or its owners have not been convicted of a crime involving bidding
35 on a public works contract.

36
37 **6. Termination for Cause / Termination for Default**

38
39 A Criterion: The Bidder shall not have had any public works contract terminated
40 for cause or terminated for default by a government agency in the five years
41 prior to the bid submittal date, unless there are extenuating circumstances
42 and such circumstances are deemed acceptable to the Contracting Agency.

43
44 B. Documentation: The Bidder, if and when required as detailed below, shall sign
45 a statement (on a form to be provided by the Contracting Agency) that the
46 Bidder has not had any public works contract terminated for cause or
47 terminated for default by a government agency in the five years prior to the
48 bid submittal date; or if Bidder was terminated, describe the circumstances. .
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7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two

1 business days after the Bidder determined to be not responsible has received the
2 Contracting Agency's final determination.

3
4 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
5 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
6 Responsibility Criteria may make or submit requests to the Contracting Agency to
7 modify the criteria. Such requests shall be in writing, describe the nature of the
8 concerns, and propose specific modifications to the criteria. Bidders shall submit such
9 requests to the Contracting Agency no later than five (5) business days prior to the bid
10 submittal deadline and address the request to the Project Engineer or such other
11 person designated by the Contracting Agency in the Bid Documents.

12 **Pre-Award Information**

13
14
15 *Add the following new section:*

16 **1-02.16 Protest Procedures** 17 *(December 19, 2014 SkagitF)*

18 **Form and Substance**

19
20 All protests regarding any contents or portion of the bid proposal must be submitted
21 to the Contracting Agency in accordance with RCW 39.04.105 All protests shall be
22 directed to:

23
24
25 Skagit County Public Works
26 Attn: Captain Rachel Rowe, Ferry Operations Division Manager
27 1800 Continental Place
28 Mount Vernon, WA 98273
29 Phone: (360) 416-1400
30 rrowe@co.skagit.wa.us
31
32

33 **1-03 Award and Execution of Contract**

34 **1-03.1 Consideration of Bids** 35 *(December 30, 2022 APWA GSP)*

36
37
38 Revise the first paragraph to read:

39
40 After opening and reading proposals, the Contracting Agency will check them for
41 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
42 between the price per unit and the extended amount of any bid item, the price per unit will
43 control. If a minimum bid amount has been established for any item and the bidder's unit
44 or lump sum price is less than the minimum specified amount, the Contracting Agency will
45 unilaterally revise the unit or lump sum price, to the minimum specified amount and
46 recalculate the extension. The total of extensions, corrected where necessary, including
47 sales taxes where applicable and such additives and/or alternates as selected by the
48 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
49 the Awarded Contract Price amount and the amount of the contract bond.
50

1 **1-03.1(1) Identical Bid Totals**
2 *(December 30, 2022 APWA GSP)*

3
4 Revise this section to read:

5
6 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then
7 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the
8 highest percentage of recycled materials in the Project, per the form submitted with the
9 Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be
10 determined by drawing as follows: Two or more slips of paper will be marked as follows:
11 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to
12 make the marking unseen. The slips will be placed inside a box. One authorized
13 representative of each Bidder shall draw a slip from the box. Bidders shall draw in
14 alphabetic order by the name of the firm as registered with the Washington State
15 Department of Licensing. The slips shall be unfolded and the firm with the slip marked
16 "Winner" will be determined to be the successful Bidder and eligible for Award of the
17 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest
18 responsive Bid, and with a proposed recycled materials percentage that is exactly equal
19 to the highest proposed recycled materials amount, are eligible to draw.
20

21 **1-03.3 Execution of Contract**
22 *(January 19, 2022 APWA GSP)*

23
24 Revise this section to read:

25
26 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
27 the successful Bidder shall provide the information necessary to execute the Contract to
28 the Contracting Agency. The Bidder shall send the contact information, including the full
29 name, email address, and phone number, for the authorized signer and bonding agent to
30 the Contracting Agency.
31

32 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
33 available for signature by the successful bidder on the first business day following award.
34 The number of copies to be executed by the Contractor will be determined by the
35 Contracting Agency.
36

37 Within 20 calendar days after the award date, the successful bidder shall return the
38 signed Contracting Agency-prepared contract, an insurance certification as required by
39 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
40 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
41 VIII completed when provided. Before execution of the contract by the Contracting
42 Agency, the successful bidder shall provide any pre-award information the Contracting
43 Agency may require under Section 1-02.15.
44

45 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
46 Agency nor shall any work begin within the project limits or within Contracting Agency-
47 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
48 and for any materials ordered before the contract is executed by the Contracting Agency.
49

50 If the bidder experiences circumstances beyond their control that prevents return of the
51 contract documents within the calendar days after the award date stated above, the

1 Contracting Agency may grant up to a maximum of 5 additional calendar days for return
2 of the documents, provided the Contracting Agency deems the circumstances warrant it.

3
4 **1-03.4 Contract Bond**
5 *(July 23, 2015 APWA GSP)*

6
7 Delete the first paragraph and replace it with the following:

8
9 The successful bidder shall provide executed payment and performance bond(s) for the
10 full contract amount. The bond may be a combined payment and performance bond; or
11 be separate payment and performance bonds. In the case of separate payment and
12 performance bonds, each shall be for the full contract amount. The bond(s) shall:
13 1. Be on Contracting Agency-furnished form(s);
14 2. Be signed by an approved surety (or sureties) that:
15 a. Is registered with the Washington State Insurance Commissioner, and
16 b. Appears on the current Authorized Insurance List in the State of Washington
17 published by the Office of the Insurance Commissioner,
18 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
19 and conditions under the Contract, including but not limited to the duty and obligation
20 to indemnify, defend, and protect the Contracting Agency against all losses and
21 claims related directly or indirectly from any failure:
22 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
23 subcontractors of the Contractor) to faithfully perform and comply with all contract
24 obligations, conditions, and duties, or
25 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
26 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
27 subcontractors, material person, or any other person who provides supplies or
28 provisions for carrying out the work;
29 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
30 project under titles 50, 51, and 82 RCW; and
31 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
32 the bond; and
33 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
34 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
35 by the president or vice president, unless accompanied by written proof of the
36 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
37 resolution, power of attorney, or a letter to such effect signed by the president or vice
38 president).

39
40 **1-03.7 Judicial Review**
41 *(December 30, 2022 APWA GSP)*

42
43 Revise this section to read:

44
45 All decisions made by the Contracting Agency regarding the Award and execution of the
46 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
47 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
48 Court of the county where the Contracting Agency headquarters is located, provided that
49 where an action is asserted against a county, RCW 36.01.050 shall control venue and
50 jurisdiction.
51

1 **1-04 Scope of the Work**

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**

5 *(December 30, 2022 APWA GSP)*

6
7 Revise the second paragraph to read:

8
9 Any inconsistency in the parts of the contract shall be resolved by following this order of
10 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 11 1. Addenda,
- 12 2. Proposal Form,
- 13 3. Special Provisions,
- 14 4. Contract Plans,
- 15 5. Standard Specifications,
- 16 6. Contracting Agency's Standard Plans or Details (if any), and
- 17 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

18
19 **1-04.4 CHANGES**

20 *(December 19, 2014 SkagitF)*

21
22 Section 1-04.4 is supplemented with the following:

23
24 ***Additional Berth and/or Dry Dock Charges Related to Change Order***

25
26 **A. Change Orders For Base Work**

27
28 Skagit County shall not be liable for any additional berth and/or dry dock charges related
29 to Change Order work if:

- 30
31 1. The Change Order work is related to the original specified scope of work
32 (i.e., other than new work); and
- 33 2. The Contractor is able to perform such Change Order work within the
34 Contractor's specified berth and/or dry dock period, as determined by Skagit
35 County following discussions between the parties; provided Skagit County
36 has reviewed and approved such berth and/or dry dock period at the Pre-
37 Arrival Conference.

38
39 **B. Change Orders For New Work**

40
41 Skagit County shall compensate the Contractor for additional berth and/or dry dock
42 charges related to Change Order work only if:

- 43
44 1. The Change Order work is new work (i.e., other than Change Order work
45 related to the original specified scope of work);
- 46 2. The Contractor will only be able to perform or complete such Change Order
47 work after the scheduled berth and/or dry dock period, despite all best efforts to
48 complete the work within such period of time) as determined by Skagit County
49 following discussions between the parties; and

1 3. Skagit County and the Contractor agree, in advance, to the estimated additional
2 berth and/or dry dock time needed to perform or complete the Change Order
3 work.
4

5
6 **1-05 Control of Work**

7
8 **1-05.6 Inspection of Work and Materials**
9 *(January 6, 2015.SkagitF)*

10
11 Section 1-05.6 is supplemented with the following:

12
13 During construction, and any time prior to the delivery and acceptance, Skagit County's
14 inspectors, vendors, and Representatives, and inspectors of regulatory bodies, will be given
15 free access to the Contractor's facility for the purpose of inspecting work and materials. The
16 inspectors and Representatives will have the authority to reject any material or workmanship
17 that, in their opinion, is defective, unsuitable, or that does not conform to the requirements of
18 these specifications.

19
20 Following award of the construction contract, the Contractor shall consult with Skagit County
21 and prepare a complete schedule of events to assist in planning for inspection. This calendar
22 will be altered as work progresses with suitable advance notice given in writing to Skagit
23 County.

24
25 During the maintenance period, office facilities and telephone service will be provided at the
26 Contractor's facilities for two Skagit County Representatives. The expenses will be borne by
27 the Contractor. Office facilities will have proper ventilation and will be heated or air conditioned
28 as appropriate.

29
30
31 **1-05.7 Removal of Defective and Unauthorized Work**
32 *(October 1, 2005 APWA GSP)*

33
34 Supplement this section with the following:

35
36 If the Contractor fails to remedy defective or unauthorized work within the time specified
37 in a written notice from the Engineer, or fails to perform any part of the work required by
38 the Contract Documents, the Engineer may correct and remedy such work as may be
39 identified in the written notice, with Contracting Agency forces or by such other means as
40 the Contracting Agency may deem necessary.

41
42 If the Contractor fails to comply with a written order to remedy what the Engineer
43 determines to be an emergency situation, the Engineer may have the defective and
44 unauthorized work corrected immediately, have the rejected work removed and replaced,
45 or have work the Contractor refuses to perform completed by using Contracting Agency
46 or other forces. An emergency situation is any situation when, in the opinion of the
47 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
48 of loss or damage to the public.

49
50 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
51 remedying defective or unauthorized work, or work the Contractor failed or refused to
52 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from

1 monies due, or to become due, the Contractor. Such direct and indirect costs shall
2 include in particular, but without limitation, compensation for additional professional
3 services required, and costs for repair and replacement of work of others destroyed or
4 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

5
6 No adjustment in contract time or compensation will be allowed because of the delay in
7 the performance of the work attributable to the exercise of the Contracting Agency's
8 rights provided by this Section.

9
10 The rights exercised under the provisions of this section shall not diminish the
11 Contracting Agency's right to pursue any other avenue for additional remedy or damages
12 with respect to the Contractor's failure to perform the work as required.

13
14
15 **1-05.11 Final Inspection**

16
17 Delete this section and replace it with the following:

18
19 **1-05.11 Final Inspections and Operational Testing**
20 *(October 1, 2005 APWA GSP)*

21
22 **1-05.11(1) Substantial Completion Date**

23
24 When the Contractor considers the work to be substantially complete, the Contractor
25 shall so notify the Engineer and request the Engineer establish the Substantial
26 Completion Date. The Contractor's request shall list the specific items of work that
27 remain to be completed in order to reach physical completion. The Engineer will
28 schedule an inspection of the work with the Contractor to determine the status of
29 completion. The Engineer may also establish the Substantial Completion Date
30 unilaterally.

31
32 If, after this inspection, the Engineer concurs with the Contractor that the work is
33 substantially complete and ready for its intended use, the Engineer, by written notice to
34 the Contractor, will set the Substantial Completion Date. If, after this inspection the
35 Engineer does not consider the work substantially complete and ready for its intended
36 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
37 therefor.

38
39 Upon receipt of written notice concurring in or denying substantial completion, whichever
40 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
41 interruption, the work necessary to reach Substantial and Physical Completion. The
42 Contractor shall provide the Engineer with a revised schedule indicating when the
43 Contractor expects to reach substantial and physical completion of the work.

44
45 The above process shall be repeated until the Engineer establishes the Substantial
46 Completion Date and the Contractor considers the work physically complete and ready for
47 final inspection.

48
49 **1-05.11(2) Final Inspection and Physical Completion Date**

50
51 When the Contractor considers the work physically complete and ready for final
52 inspection, the Contractor by written notice, shall request the Engineer to schedule a

1 final inspection. The Engineer will set a date for final inspection. The Engineer and the
2 Contractor will then make a final inspection and the Engineer will notify the Contractor in
3 writing of all particulars in which the final inspection reveals the work incomplete or
4 unacceptable. The Contractor shall immediately take such corrective measures as are
5 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
6 diligently, and without interruption until physical completion of the listed deficiencies. This
7 process will continue until the Engineer is satisfied the listed deficiencies have been
8 corrected.

9
10 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
11 written notice listing the deficiencies, the Engineer may, upon written notice to the
12 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
13 Section 1-05.7.

14 The Contractor will not be allowed an extension of contract time because of a delay in
15 the performance of the work attributable to the exercise of the Engineer's right
16 hereunder.

17
18 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
19 Contracting Agency, in writing, of the date upon which the work was considered physically
20 complete. That date shall constitute the Physical Completion Date of the contract, but shall
21 not imply acceptance of the work or that all the obligations of the Contractor under the
22 contract have been fulfilled.

23 24 **1-05.11(3) Operational Testing**

25
26 It is the intent of the Contracting Agency to have at the Physical Completion Date a
27 complete and operable system. Therefore when the work involves the installation of
28 machinery or other mechanical equipment; street lighting, electrical distribution or signal
29 systems; irrigation systems; buildings; or other similar work it may be desirable for the
30 Engineer to have the Contractor operate and test the work for a period of time after final
31 inspection but prior to the physical completion date. Whenever items of work are listed in
32 the Contract Provisions for operational testing they shall be fully tested under operating
33 conditions for the time period specified to ensure their acceptability prior to the Physical
34 Completion Date. During and following the test period, the Contractor shall correct any
35 items of workmanship, materials, or equipment which prove faulty, or that are not in first
36 class operating condition. Equipment, electrical controls, meters, or other devices and
37 equipment to be tested during this period shall be tested under the observation of the
38 Engineer, so that the Engineer may determine their suitability for the purpose for which
39 they were installed. The Physical Completion Date cannot be established until testing
40 and corrections have been completed to the satisfaction of the Engineer.

41
42 The costs for power, gas, labor, material, supplies, and everything else needed to
43 successfully complete operational testing, shall be included in the unit contract prices
44 related to the system being tested, unless specifically set forth otherwise in the proposal.

45
46 Operational and test periods, when required by the Engineer, shall not affect a
47 manufacturer's guaranties or warranties furnished under the terms of the contract.
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1-05.12 Final Acceptance
(August 31, 2016 SkagitF)

Section 1-05.12 is supplemented with the following:

Acceptance and Delivery

The existence of any deficiencies affecting the safe navigation or the immediate, efficient use of the vessel for its intended service will be sufficient cause to refuse delivery pending the correction of the items concerned, and the delay in delivery resulting from these deficiencies will be a matter of Contractor's responsibility.

The Contractor will be responsible for cleanup only in areas affected by the Contractor's work. Spaces affected by Contractor work or transit will be thoroughly cleared of dunnage, staging, and debris; splatters and dirt and shall be washed down, painted and left clean. The Contractor will exercise special care to see that surfaces in voids, tanks, piping, wire ways, machinery, floor plates, etc. are clean and free from any foreign substances.

If at any time prior to formal acceptance of the vessel Skagit County's Representative has reason to believe that the vessel has been strained, grounded or in any manner damaged, Skagit County may require the vessel to be dry docked and surveyed. If the vessel is found damaged, the survey, dry-docking and necessary repairs will be made at the Contractor's expense. If the vessel is found undamaged, the survey and dry-docking will be at Skagit County's expense.

Skagit County will take delivery of the vessel afloat at the Contractor's facility upon completion of successful dock trials and sea trials and after all defects are corrected unless agreed upon otherwise.

Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the

1 time specified, the work will be otherwise accomplished and the cost of same shall
2 be paid by the Contractor.

3

4 When corrections of defects are made, the Contractor shall then be responsible for
5 correcting all defects in workmanship and materials in the corrected work for one
6 year after acceptance of the corrections by Contracting Agency.

7

8 This guarantee is supplemental to and does not limit or affect the requirements that
9 the Contractor's work comply with the requirements of the Contract or any other
10 legal rights or remedies of the Contracting Agency.

11

12 **1-05.13 Superintendents, Labor and Equipment of Contractor**
13 *(August 14, 2013 APWA GSP)*

14

15 Delete the sixth and seventh paragraphs of this section.

16

17 **1-05.14 Cooperation With Other Contractors**
18 *(March 13, 1995.SkagitF)*

19

20 Section 1-05.14 is supplemented with the following:

21

22 ***Other Contracts Or Other Work***

23

24 It is anticipated that the following work adjacent to or within the limits of this project will
25 be performed by others during the course of this project and will require coordination of
26 the work:

27

28 See General Spec 0.00 for more information about coordination of work

29

30 **1-07.1 Laws to be Observed**
31 *(August 31, 2016 SkagitF)*

32

33 Section 1-07.1 is supplemented with the following:

34

35 ***Confined Space***

36

37 Confined spaces are known to exist at the following locations:

38

39 Guemes Ferry Void Spaces

40

41 The Contractor shall be fully responsible for the safety and health of all on-site workers
42 and compliant with Washington Administrative Code (WAC 296-809).

43

44 The Contractor shall prepare and implement a confined space program for each of the
45 confined spaces identified above. The Contractors Confined Space program shall be
46 sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in
47 or adjacent to the confined space. No work shall be performed in or adjacent to the
48 confined space until the plan is submitted to the Engineer as required. The Contractor
49 shall communicate with the Project Engineer to ensure a coordinated effort for providing

1 and maintaining a safe worksite for both the Contracting Agency's and Contractor's
2 workers when working in or near a confined space.

3
4 All costs to prepare and implement the confined space program shall be included in the
5 bid prices for the various items associated with the confined space work.

6
7 **(September 3, 2019)**

8 **Lead Health Protection Program**

9 Structural and non-structural materials located at the project site *** Guemes Ferry ***
10 contain lead-based products. The Contractor shall be fully responsible for the safety and
11 health of all on-site workers and compliant with Washington Administrative Code (WAC
12 296-155-176). The Contractors Lead Health Protection Program shall be submitted to
13 the Contracting Agency as a Type 2 Working Drawing prior to the Contractor beginning
14 work involving exposure to lead contamination. The Contractor shall communicate with
15 the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite
16 for both the Contracting Agency's and Contractor's workers.

17
18 **Construction Requirements**

19 The Contractor shall be responsible for the containment measures required to provide
20 and maintain a safe and healthful jobsite for the duration of the project in accordance with
21 all applicable laws and this Special Provision.

22
23 **Payment**

24 All costs to comply with this Special Provision for the Lead Health Protection laws and
25 regulations are the responsibility of the Contractor and shall be included in related items
26 of work.

27
28 **1-07.2 State Taxes**

29 *(December 19, 2014 SkagitF)*

30
31 Section 1-07.2 is supplemented with the following:

32
33 The work on this project is exempt from the Washington State retail sales tax, per **RCW**
34 **82.08.0285, Exemptions -- Sales of ferry vessels to the state or local governmental**
35 **units -- Components thereof -- Labor and service charges.**

36
37
38 **1-07.6 Permits and Licenses**

39 *(April 2, 2012 SkagitF)*

40
41 Section 1-07.6 is supplemented with the following:

42
43 **United States Coast Guard**

44
45 The Contractor shall comply with all United States Coast Guard requirements.

46
47 The Contractor shall contact the Coast Guard at least 30 calendar days in advance of all
48 work in or near the navigable portion of the waterway and request that a Local Notice to
49 Mariners be issued for the waterway at this site.

50

1 The Contractor shall contact the Coast Guard for requirements related to the mooring of
2 barges, placement of log booms, and all other equipment that could be a hazard to
3 waterway users.

4
5 Provisions shall be made for the removal, on 2 hours notice, of all equipment that would
6 block or partially block, the navigable portion of the waterway.

7
8 The Coast Guard contact is:

9
10 Bridge Administrator
11 Thirteenth Coast Guard District
12 915 Second Avenue Suite 3510
13 Seattle, WA 98174-1067
14 Telephone: (206) 220-7282

15
16 All costs incurred in contacting the Coast Guard and in complying with all the
17 requirements specified herein shall be included in the contract prices for the items of work
18 involved.

19
20 All costs in connection with delays in the construction caused by the Contractor's failure
21 to contact the Coast Guard shall be at the Contractor's expense.

22 23 24 **1-07.18 Public Liability and Property Damage Insurance**

25
26 Delete this section in its entirety, and replace it with the following:

27 28 **1-07.18 Insurance**

29 *(January 4, 2024 APWA GSP)*

30 31 **1-07.18(1) General Requirements**

- 32 A. The Contractor shall procure and maintain the insurance described in all subsections of
33 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
34 rating of not less than A-: VII and licensed to do business in the State of Washington.
35 The Contracting Agency reserves the right to approve or reject the insurance provided,
36 based on the insurer's financial condition.
- 37
- 38 B. The Contractor shall keep this insurance in force without interruption from the
39 commencement of the Contractor's Work through the term of the Contract and for thirty
40 (30) days after the Physical Completion date, unless otherwise indicated below.
- 41
- 42 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of
43 all subsequent renewals, shall be no later than the effective date of this Contract. The
44 policy shall state that coverage is claims made and state the retroactive date. Claims-
45 made form coverage shall be maintained by the Contractor for a minimum of 36 months
46 following the Completion Date or earlier termination of this Contract, and the Contractor
47 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
48 claims made form of coverage becomes unavailable, or economically prohibitive, the
49 Contractor shall purchase an extended reporting period ("tail") or execute another form of
50 guarantee acceptable to the Contracting Agency to assure financial responsibility for
51 liability for services performed.
- 52

- 1 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
2 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
3 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
4 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
5 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
6 with it.
7
- 8 E. The Contractor shall provide the Contracting Agency and all additional insureds with
9 written notice of any policy cancellation, within two business days of their receipt of such
10 notice.
11
- 12 F. The Contractor shall not begin work under the Contract until the required insurance has
13 been obtained and approved by the Contracting Agency
14
- 15 G. Failure on the part of the Contractor to maintain the insurance as required shall
16 constitute a material breach of contract, upon which the Contracting Agency may, after
17 giving five business days' notice to the Contractor to correct the breach, immediately
18 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
19 and all premiums in connection therewith, with any sums so expended to be repaid to the
20 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
21 offset against funds due the Contractor from the Contracting Agency.
22
- 23 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
24 of the Contract and no additional payment will be made.
25
- 26 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
27 maintaining coverage, to satisfy insurance requirements for any policy required under
28 this Section. A "wrap up policy" is defined as an insurance agreement or arrangement
29 under which all the parties working on a specified or designated project are insured
30 under one policy for liability arising out of that specified or designated project.
31

32 **1-07.18(2) Additional Insured**

33 All insurance policies, with the exception of Workers Compensation, and of Professional
34 Liability and Builder's Risk (if required by this Contract) shall name the following listed
35 entities as additional insured(s) using the forms or endorsements required herein:

- 36 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
37 volunteers

38 The above-listed entities shall be additional insured(s) for the full available limits of liability
39 maintained by the Contractor, irrespective of whether such limits maintained by the
40 Contractor are greater than those required by this Contract, and irrespective of whether the
41 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
42 lower than those maintained by the Contractor.
43

44 For Commercial General Liability insurance coverage, the required additional insured
45 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
46 operations and CG 20 37 10 01 for completed operations.
47

48 **1-07.18(3) Subcontractors**

49 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
50 that complies with all applicable requirements of the Contractor-provided insurance as set
51 forth herein, except the Contractor shall have sole responsibility for determining the limits of
52 coverage required to be obtained by subcontractors.

1
2 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
3 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
4 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
5 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
6

7 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
8 Agency evidence of insurance and copies of the additional insured endorsements of each
9 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
10

11 **1-07.18(4) Verification of Coverage**

12 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
13 endorsements for each policy of insurance meeting the requirements set forth herein when
14 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
15 demand such verification of coverage with these insurance requirements or failure of
16 Contracting Agency to identify a deficiency from the insurance documentation provided shall
17 not be construed as a waiver of Contractor's obligation to maintain such insurance.
18

19 Verification of coverage shall include:

- 20 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
21 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
22 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
23 submit a copy of any blanket additional insured clause from its policies instead of a
24 separate endorsement.
25 3. Any other amendatory endorsements to show the coverage required herein.
26 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
27 these requirements – actual endorsements must be submitted.
28

29 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
30 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
31 required on this Project, a full and certified copy of that policy is required when the
32 Contractor delivers the signed Contract for the work.
33

34 **1-07.18(5) Coverages and Limits**

35 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
36 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
37 construed to limit the liability of the Contractor to the coverage provided by such insurance,
38 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in
39 equity.
40

41 All deductibles and self-insured retentions must be disclosed and are subject to approval by
42 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
43 insured retention shall be the responsibility of the Contractor. In the event an additional
44 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
45 deductibles or self-insured retention shall be the responsibility of the Contractor.
46

47 **1-07.18(5)A Commercial General Liability**

48 Commercial General Liability insurance shall be written on coverage forms at least as broad
49 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
50 operations, stop gap liability, independent contractors, products-completed operations,

1 personal and advertising injury, and liability assumed under an insured contract. There shall
2 be no exclusion for liability arising from explosion, collapse or underground property
3 damage.

4
5 The Commercial General Liability insurance shall be endorsed to provide a per project
6 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

7
8 Contractor shall maintain Commercial General Liability Insurance arising out of the
9 Contractor's completed operations for at least three years following Substantial Completion
10 of the Work.

11
12 Such policy must provide the following minimum limits:

13	\$2,000,000	Each Occurrence
14	\$3,000,000	General Aggregate
15	\$3,000,000	Products & Completed Operations Aggregate
16	\$2,000,000	Personal & Advertising Injury each offence
17	\$2,000,000	Stop Gap / Employers' Liability each accident

18
19 **1-07.18(5)B Automobile Liability**

20 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
21 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
22 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
23 endorsements.

24
25 Such policy must provide the following minimum limit:

26	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

27
28 **1-07.18(5)C Workers' Compensation**

29 The Contractor shall comply with Workers' Compensation coverage as required by the
30 Industrial Insurance laws of the State of Washington.

31
32 **1-07.18(5)E LHWCA Insurance**

33 *(January 4, 2016 APWA GSP)*

34
35 If this Contract involves work on or adjacent to Navigable Waters of the United States, the
36 Contractor shall procure and maintain insurance coverage in compliance with the statutory
37 requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

38
39 Such policy must provide the following minimum limits:

40	\$1,000,000	Bodily Injury by Accident – each accident
41	\$1,000,000	Bodily Injury by Disease – each employee
42	\$1,000,000	Bodily Injury by Disease – policy limits

43
44 **1-07.18(5)H Marine Pollution**

45 *(January 4, 2016 APWA GSP)*

46
47 The Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to
48 satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and
49 the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as
50 amended.

51

1 Such policy must provide the following minimum limits, or statutory limits of liability as
2 applicable, whichever is higher:
3 \$1,000,000 per Occurrence
4

5 **1-08 PROSECUTION AND PROGRESS**

6

7 Add the following new section:

8

9 **1-08.0 Preliminary Matters** 10 (May 25, 2006 APWA GSP)

11

12 **1-08.0(1) Preconstruction Conference**

13 (*August 31, 2016 SkagitF*)

14

15 Prior to the Contractor beginning the work, a preconstruction conference will be held
16 between the Contractor, the Engineer and such other interested parties as may be
17 invited. The purpose of the preconstruction conference will be:

- 18 1. To review the initial progress schedule;
- 19 2. To establish a working understanding among the various parties associated or
20 affected by the work;
- 21 3. To establish and review procedures for progress payment, notifications, approvals,
22 submittals, etc.;
- 23 4. To establish normal working hours for the work;
- 24 5. To review safety standards; and
- 25 6. To discuss such other related items as may be pertinent to the work.

26

27 The Contractor shall prepare and submit at the preconstruction conference the following:

- 28 1. A preliminary schedule
- 29 2. A list of material sources for approval if applicable.
- 30 3. A list of Emergency Contacts including those for after working hours

31

32 **Conferences and Administration**

33 (*December 19, 2014 SkagitF*)

34

35 For the Arrival Conference, the Contractor shall provide a conference room adequate in
36 size to accommodate 5-7 Skagit County representatives and as many Contractor
37 representatives as considered necessary by the Contractor.

38

39 Upon Vessel arrival at the Contractor's facility, Skagit County will conduct an Arrival
40 Conference aboard the Vessel. The Contractor's Ship Superintendent assigned to the
41 Vessel, Skagit County's Vessel Staff Chief Engineer and appropriate Skagit County
42 personnel shall attend the Conference. The purpose of the Conference is to discuss last
43 minute details and arrangements.

44

45

1 Add the following new section:
2

3 **1-08.0(2) Hours of Work**
4 *(December 8, 2014 APWA GSP)*
5

6 Except in the case of emergency or unless otherwise approved by the Engineer, the
7 normal working hours for the Contract shall be any consecutive 8-hour period between
8 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
9 Contractor desires different than the normal working hours stated above, the request
10 must be submitted in writing prior to the preconstruction conference, subject to the
11 provisions below. The working hours for the Contract shall be established at or prior to
12 the preconstruction conference.
13

14 All working hours and days are also subject to local permit and ordinance conditions (such
15 as noise ordinances).
16

17 If the Contractor wishes to deviate from the established working hours, the Contractor
18 shall submit a written request to the Engineer for consideration. This request shall state
19 what hours are being requested, and why. Requests shall be submitted for review no
20 later than three (3) working days prior to the day(s) the Contractor is requesting to
21 change the hours.
22

23 If the Contracting Agency approves such a deviation, such approval may be subject to
24 certain other conditions, which will be detailed in writing. For example:

- 25 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
26 Agency for the costs in excess of straight-time costs for Contracting Agency
27 representatives who worked during such times. (The Engineer may require
28 designated representatives to be present during the work. Representatives who
29 may be deemed necessary by the Engineer include, but are not limited to: survey
30 crews; personnel from the Contracting Agency's material testing lab; inspectors;
31 and other Contracting Agency employees or third party consultants when, in the
32 opinion of the Engineer, such work necessitates their presence.)
- 33 2. Considering the work performed on Saturdays, Sundays, and holidays as working
34 days with regard to the contract time.
- 35 3. Considering multiple work shifts as multiple working days with respect to contract
36 time even though the multiple shifts occur in a single 24-hour period.
- 37 4. If a 4-10 work schedule is requested and approved the non working day for the
38 week will be charged as a working day.
- 39 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
40 recorded properly on certified payroll
41

42 **1-08.1 Subcontracting**
43 *(December 30, 2022 APWA GSP, Option A)*
44

45 Section 1-08.1 is supplemented with the following:
46

47 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
48 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
49 agreement between the Contractor and the subcontractor or between the subcontractor

1 and any lower tier subcontractor has been executed. This certification shall also
2 guarantee that these subcontract agreements include all the documents required by the
3 Special Provision Federal Agency Inspection.

4
5 A subcontractor or lower tier subcontractor will not be permitted to perform any work
6 under the contract until the following documents have been completed and submitted to
7 the Engineer:

- 8
9 1. Request to Sublet Work (WSDOT Form 421-012), and
10
11 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-
12 aid Projects (WSDOT Form 420-004).

13
14 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
15 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
16 payment until every subcontractor and lower tier subcontractor's retainage has been
17 released.

18
19 The Contractor's records pertaining to the requirements of this Special Provision shall be
20 open to inspection or audit by representatives of the Contracting Agency during the life of
21 the contract and for a period of not less than three years after the date of acceptance of
22 the contract. The Contractor shall retain these records for that period. The Contractor
23 shall also guarantee that these records of all subcontractors and lower tier
24 subcontractors shall be available and open to similar inspection or audit for the same
25 time period.

26 27 **1-08.3 Progress Schedule**

28 29 **1-08.3(2)A Type A Progress Schedule** 30 *(January 29, 2026 SkagitF)*

31
32 Revise this section to read:

33
34 The Contractor shall submit a Type A progress schedule meeting the requirements of
35 Section 1-08.3(2) and the following:

36 1. Progress schedule must be submitted with bid proposal or within 24 hours of bid opening
37 date and time. Failure to provide a progress schedule within the required time shall result
38 in the rejection of the proposal.

39 2. The schedule may be a critical path method (CPM) schedule, bar chart, or other
40 standard schedule format. Regardless of which format used, the schedule shall identify
41 the critical path.

42 The Engineer will evaluate the Type A progress schedule and accept or return the
43 schedule for corrections within 10 calendar days of receiving the submittal.
44

1 **1-08.4 Prosecution of Work**

2
3 Delete this section and replace it with the following:

4
5 **1-08.4 Notice to Proceed and Prosecution of Work**
6 *(July 23, 2015 APWA GSP)*

7
8 Notice to Proceed will be given after the contract has been executed and the contract
9 bond and evidence of insurance have been approved and filed by the Contracting
10 Agency. The Contractor shall not commence with the work until the Notice to Proceed
11 has been given by the Engineer. The Contractor shall commence construction activities
12 on the project site within ten days of the Notice to Proceed Date, unless otherwise
13 approved in writing. The Contractor shall diligently pursue the work to the physical
14 completion date within the time specified in the contract. Voluntary shutdown or slowing
15 of operations by the Contractor shall not relieve the Contractor of the responsibility to
16 complete the work within the time(s) specified in the contract.

17
18
19 Section 1-08.4 is supplemented with the following:

20
21 ***Contract Work Schedule***
22 *(December 19, 2014 SkagitF)*

23
24 The Vessel is an operating unit providing the only vehicle ferry service to Guemes Island,
25 and this Contract is a link in its maintenance schedule chain. As such, Time is of the
26 Essence.

27
28 Unless otherwise stated in the Technical Specifications, Skagit County shall deliver to
29 and take redelivery of the Vessel at the Contractor's facility within normal working
30 hours. Should tug services be required to assist the Vessel: (i) through navigation
31 channels; (ii) into lifting facilities; or (iii) out of lifting facilities, they shall be provided at
32 the Contractor's expense.

33
34 If at any time the Contractor anticipates difficulty in meeting the requirements specified
35 herein or anticipates difficulty in complying with the Contract work schedule dates, the
36 Ferry Operations Division Manager shall be immediately verbally notified, followed by a
37 letter stating the pertinent details. Receipt of this notification shall not be construed
38 as waiver of the Contract or schedule requirements.

39
40
41 **1-08.5 Time for Completion**
42 *(January 15, 2026 SkagitF)*

43
44 Section 1-08.5 is supplemented with the following:

45
46 This project shall be physically completed within ten working days.

47
48 ***Berth and / or Dry Dock Schedule & Costs***

49
50 Skagit County expects all work will be completed within ten (10) working days which shall
51 serve as the performance period.

52

1 For all Vessel Contracts, the Contractor's costs to berth and/or dry dock the Vessel
2 during the performance period of ten (10) working days are included in the bid and
3 Contract price, reflecting the Contractor's scheduled berth and/or dry dock period. If
4 the Contractor decides to berth and/or dry dock the Vessel in fewer days than Skagit
5 County's specified performance period and is unable to complete the work within such
6 Contractor-selected period, then Skagit County shall not be liable to the Contractor for
7 any additional berth and/or dry dock costs incurred to complete the base Contract work.
8
9

10 **1-08.9 Liquidated Damages**
11 *(March 3, 2021 APWA GSP, Option A)*

12
13 Replace Section 1-08.9 with the following:
14

15 Time is of the essence of the Contract. Delays inconvenience the traveling public,
16 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
17 Delays also cost tax payers undue sums of money, adding time needed for
18 administration, engineering, inspection, and supervision.

19
20 Accordingly, the Contractor agrees:
21

- 22 1. To pay liquidated damages in the amount of *** \$5,230 *** for each working
23 day beyond the number of working days established for Physical Completion,
24 and
25
- 26 2. To authorize the Engineer to deduct these liquidated damages from any
27 money due or coming due to the Contractor.
28

29 When the Contract Work has progressed to Substantial Completion as defined in the
30 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
31 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
32 overruns in Contract time occurring after the date so established, liquidated damages
33 identified above will not apply. For overruns in Contract time occurring after the
34 Substantial Completion Date, liquidated damages shall be assessed on the basis of
35 direct engineering and related costs assignable to the project until the actual Physical
36 Completion Date of all the Contract Work. The Contractor shall complete the remaining
37 Work as promptly as possible. Upon request by the Project Engineer, the Contractor
38 shall furnish a written schedule for completing the physical Work on the Contract.

39
40 Liquidated damages will not be assessed for any days for which an extension of time is
41 granted. No deduction or payment of liquidated damages will, in any degree, release the
42 Contractor from further obligations and liabilities to complete the entire Contract.
43

44 **1-09 Measurement and Payment**

45
46 **1-09.6 Force Account**
47 *(December 30, 2022 APWA GSP)*

48
49 Supplement this section with the following:
50

1 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
2 all items to be paid per force account, only to provide a common proposal for Bidders. All
3 such dollar amounts are to become a part of Contractor's total bid. However, the
4 Contracting Agency does not warrant expressly or by implication, that the actual amount
5 of work will correspond with those estimates. Payment will be made on the basis of the
6 amount of work actually authorized by the Engineer.
7

8 **1-09.9 Payments**
9 *(July 8, 2024 APWA GSP, Option A)*

10
11 Supplement this section with the following:
12

13 Lump sum item breakdowns are not required when the bid price for the lump sum item is
14 less than \$20,000.
15

16 ***Retainage***

17
18 Section 1-09.9(1) content and title is deleted and replaced with the following:
19

20 **(June 27, 2011)**
21 **Vacant**
22

23 **1-09.11(3) Time Limitation and Jurisdiction**
24 *(December 30, 2022 APWA GSP)*
25

26 Revise this section to read:
27

28 For the convenience of the parties to the Contract it is mutually agreed by the parties that
29 all claims or causes of action which the Contractor has against the Contracting Agency
30 arising from the Contract shall be brought within 180 calendar days from the date of final
31 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
32 agreed that all such claims or causes of action shall be brought only in the Superior Court
33 of the county where the Contracting Agency headquarters is located, provided that where
34 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
35 The parties understand and agree that the Contractor's failure to bring suit within the time
36 period provided, shall be a complete bar to all such claims or causes of action. It is further
37 mutually agreed by the parties that when claims or causes of action which the Contractor
38 asserts against the Contracting Agency arising from the Contract are filed with the
39 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency
40 to have timely access to all records deemed necessary by the Contracting Agency to assist
41 in evaluating the claims or action.
42

43 **1-09.13 Claims Resolution**

44
45 **1-09.13(1) General**

46 *(January 19, 2022 APWA GSP)*
47

48 Revise this section to read:
49

50 Prior to seeking claims resolution through arbitration or litigation, the Contractor shall
51 proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-

1 04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's
2 right to seek claim resolution through binding arbitration or litigation.
3
4 Any claims or causes of action which the Contractor has against the Contracting Agency
5 arising from the Contract shall be resolved, as prescribed herein, through binding
6 arbitration or litigation.
7
8 The Contractor and the Contracting Agency mutually agree that those claims or causes of
9 action which total \$1,000,000 or less, which are not resolved by mediation, shall be
10 resolved through litigation unless the parties mutually agree in writing to resolve the claim
11 through binding arbitration.
12
13 The Contractor and the Contracting Agency mutually agree that those claims or causes of
14 action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved
15 through litigation unless the parties mutually agree in writing to resolve the claim through
16 binding arbitration.
17
18 **1-09.13(3)A Arbitration General**
19 *(January 19, 2022 APWA GSP)*
20
21 Revise the third paragraph to read:
22
23 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
24 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
25 the Superior Court of the county in which the Contracting Agency's headquarters is
26 located, provided that where claims subject to arbitration are asserted against a county,
27 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of
28 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
29 use the Contract as a basis for decisions.
30
31 **1-09.13(4) Venue for Litigation**
32 *(December 30, 2022 APWA GSP)*
33
34 Revise this section to read:
35
36 Litigation shall be brought in the Superior Court of the county in which the Contracting
37 Agency's headquarters is located, provided that where claims are asserted against a
38 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
39 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
40 Contracting Agency to have timely access to all records deemed necessary by the
41 Contracting Agency to assist in evaluating the claims or action.
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1 **00.0 GENERAL**

2 **Definitions**

- 3 1. Contractor – The firm that holds the Contract with the Owner. By extension, the term
4 may also refer to the Subcontractors, as specified by the applicable Subcontract
5 agreements between the contracting organization and its Subcontractors.
6 2. Owner – Skagit County Public Works or other designated agents or employees of
7 Skagit County, to the extent that those individuals have been authorized by the Skagit
8 County Ferry Operations Division Manager to act on its behalf.
9 3. Vessel – The M/V Guemes, a USCG Subchapter T inspected passenger vessel.

10
11 **Reference Documents**

12 Drawings and other reference documents are provided to the Contractor via electronic files for
13 their use during the modification period of the Vessel. Files explicitly called out in these
14 specifications shall be considered an extension of these specifications. Where a conflict exists
15 between the reference documents and these specifications, the Contractor shall seek
16 guidance from the Owner.

17 **Vessel Information**

18 The previous haul out and maintenance was performed in May 2025.
19 The M/V Guemes is a mono-hull, welded-steel construction, 91 gross tons, and double-ended
20 car ferry owned and operated by the Skagit County Public Works Department. It is licensed to
21 carry 21 vehicles, 100 passengers, and 3 crew members. The M/V Guemes transits between
22 Anacortes and Guemes Island, a distance of approximately seven-tenths of a nautical mile
23 (each-way), approximately 8,900 round trips per year.

24 Vessel particulars are as follows:

- 25 Overall length - 124' -0
26 Extreme beam - 50'-0" (to be used for determining pier availability)
27 Depth at side (molded) - 9'-6"
28 Draft at design waterline - 5'-0"
29 Displacement at design waterline - 298 LT (salt water)
30 The M/V Guemes is a Subchapter T passenger vessel inspected by the United States Coast
31 Guard (USCG). The USCG requires the vessel to be dry-docked every 24 months for
32 inspection.

33
34 Machinery, structure, and outfit shall be designed to withstand the resultant forces from the
35 following conditions of service environment:

- 36 • Permanent list of 10 degrees.
37 • Permanent trim of 5 degrees.
38 • Double amplitude roll of 30 degrees in a period of 10 seconds.
39 • Double amplitude pitch of 10 degrees in a period of 5 seconds.

40
41 **REGULATORY**

42 All work accomplished by the Contractor shall comply with USCG requirements. The
43 Contractor shall be required to perform all maintenance and modifications as required by these
44 specifications.

45 **CONTRACTOR RESPONSIBILITY**

46 The Contractor shall fully restore the vessel to operating condition as part of the completion of
47 this contract. All paint shall be fully cured and ready for wetting, and all new or disturbed
48 equipment and systems shall be tested and proven fully operational.

49 The Contractor shall supply the necessary labor, material, skill, and equipment required to
50 perform the work described in these Specifications.

51 All interferences in the way of the specified work shall be removed, safely stored, protected,
52 and re-installed upon completion of the work required in these specifications. Any removed

1 component shall be re-installed to its original condition, including repair/restoration of coating
2 systems, after installations have been completed. Should removal of interferences reveal any
3 previously unknown damage or defects, the Contractor shall immediately bring them to the
4 attention of the Owner and issue a Condition Found Report – REFER TO “CHANGE ORDER
5 PROCESS”.

6 It shall be the Contractor’s responsibility to accurately determine which interferences must be
7 removed, if any, and provide a bid that reflects the totality of the work.

8 **CHANGE ORDER PROCESS**

9 All deficiencies, unusual situations, or instances requiring documentation shall be presented
10 promptly to the Owner in a written Condition Found Report. The Owner may also issue a
11 Condition Found Report to the Contractor to document problems found with the work
12 performed. The report shall address the condition found and, as appropriate, make specific
13 recommendations for remedy. Issuance of a Condition Found Report shall not be used as a
14 method to adjust the scope of the Contract.

15 Adjustments to the scope of work are at the discretion of the Owner and will be documented
16 and approved by Skagit County.

17 **ENVIRONMENTAL**

18 The Contractor shall be responsible for all liability and expense associated with the collection,
19 containment, cleanup, and disposal of all materials in accordance with local regulations.

20 The Contractor shall be responsible for proper containment, handling, treatment, storage
21 and/or disposal of any and all residual fluids contained in the piping systems, voids, and tanks
22 at the Contractor’s expense.

23 It is the responsibility of the Contractor to ensure all state and federal environmental
24 regulations are adhered to for all pier side preparation and paint work.

25 **Care of the Vessel**

26 All parts of the vessel shall be maintained in good condition throughout the maintenance
27 period. The Contractor shall adequately protect all items with finished surfaces to prevent
28 damage. The Owner may reject any materials and/or equipment improperly stored or handled.
29 Materials, equipment, and surfaces damaged or otherwise marred shall be repaired or
30 replaced by the Contractor to the satisfaction of, and without additional expense to the Owner.
31 The Contractor shall provide and maintain charged fire hose lines, fire extinguishers, and
32 associated equipment adequate for use in fire suppression on the project at all times. Fire
33 watches shall be provided while hot work is being performed.

34 All hull spaces and tanks shall be certified safe for entry by a marine chemist prior to entry and
35 shall be maintained by a competent person for the project duration.

36 Periodic inspection of all spaces and tanks below the waterline shall be conducted when the
37 vessel is afloat, and at least two (2) pumps shall be readily available if flooding is detected.

38 The Contractor is responsible for providing all power necessary to complete the proposed
39 scope of work contained within these specifications.

40 Rigid control of welding and grounding shall be maintained for the protection of the vessel’s
41 hull, its systems, and its appendages. The Contractor shall adhere to the following
42 requirements, at a minimum:

- 43 • Any power source used for welding on the vessel shall not be used for any other
44 vessel or structure.
- 45 • Ground (return) cables attached to the vessel shall not be grounded to any other
46 vessel or structure.
- 47 • Welding and ground cables shall be properly insulated.
- 48 • Welding and ground cables shall be kept dry at all times.
- 49 • Grounding lugs shall be tightly secured to grounding plates.
- 50 • Contact surfaces between grounding lugs and grounding plates shall be periodically
51 cleaned to base metal.

52

1 **Access to the Vessel**
2 The Owner shall be granted unhindered access to the Contractor's construction and shop
3 areas. The Owner will be available throughout the contract performance period.
4 A gangway shall be securely installed to provide access to the car deck at all times while the
5 vessel is at the Contractor's selected facility.
6 The Owner and USCG Inspector (if required) shall be informed by the Contractor prior to the
7 Contractor performing any tests of equipment or systems. No voids or tanks shall be closed
8 prior to inspection and approval by the Owner.
9 The Owner may have up to four (4) County employees performing unrelated repair work on
10 the Vessel during the maintenance period. Every effort will be made by attendees to minimize
11 interference with the Contractor's work.
12 The Owner may have up to five (5) outside vendors conducting work on the vessel during the
13 maintenance period. Prior to the vessel arriving at the Contractor's selected facility, the Owner
14 will provide the Contractor a list of all vendors expected to perform work on the vessel during
15 the maintenance period.
16 **Welding**
17 Welding procedures, electrodes, current values, and details of welding and reinforcing shall
18 be in accordance with American Bureau of Shipping Rules for Steel Vessels, as appropriate
19 for the welded material. Welding may only be performed by properly trained and qualified
20 welders.
21 The surfaces in way of all parts to be welded shall be made clean, dry, and free from grease
22 and other contaminants that might adversely affect weld quality, by cleaning with suitable
23 chemicals or solvents.
24 Structural welding shall be carried out in such sequence as to compensate for creeping and
25 shrinkage as the work progresses, keeping distortion to an acceptable minimum. Locked in
26 stresses shall be avoided or relieved. Welding that appears defective shall be replaced, unless
27 non-destructive testing verifies that no defects exist.
28 Welds shall be neatly finished with all spatter and slag removed.
29 The welding environment shall be in accordance with American Bureau of Shipping Rules for
30 Steel Vessels, as appropriate for the welded material. Adequate protection shall be provided
31 where welding is required to be carried out in exposed positions in wet, windy, or cold weather.
32 **Materials and Quality of Work**
33 All materials shall be new unless specific written approval to the contrary is obtained from the
34 Owner.
35 Materials, machinery, and equipment provided by the Contractor shall be of commercial
36 marine quality, in full conformity with the technical requirements of this specification, and
37 suitable for the intended use.
38 The Contractor shall be responsible for verification of the correct amount of materials required
39 to complete this work. It is highly recommended that the Contractor attend the pre-bid meeting
40 to fully understand the scope of this work. A ship check will be part of the pre-bid meeting and
41 Bidders will have access to the car deck at this time.
42 The work, in every respect, shall be made under the supervision and to the complete
43 satisfaction of the Owner in accordance with good marine practice. Defects appearing at any
44 stage of the work will be cause for rejection, even in cases where the area in question may
45 have previously passed as satisfactory.
46 **Steel**
47 Steel plates, shapes, and bars used for modifications shall be ASTM A36, when 1/2" thick or
48 less. All plates thicker than 1/2" shall be ABS certified steel.
49 All structure and plates shall be kept fair, free of distortion, and in alignment within the
50 construction tolerances described by International Association of Classification Societies
51 Rec. No. 47, Shipbuilding and Repair Quality Standard.

1 All steel shall be in accordance with applicable USCG and ABS regulations, including, but not
2 limited to: material certifications, standards, traceability, verification, etc.
3 The Contractor shall “knock down” or otherwise soften sharp edges on structural shapes to
4 facilitate coating system adherence.
5 Where fasteners, pipe, tube, sheet metal, or plates and shapes are described as being
6 "stainless steel," marine grade 300 series stainless steel shall be used in all cases unless
7 otherwise specified. Fasteners and piping may be 304 stainless steel, unless 316 stainless
8 steel is specifically required.

9 **Coatings**

10 All obstructions or interferences such as life rings, chains, safety netting, emergency lights,
11 and gear are to be removed prior to preparing and painting surfaces and shall be re-installed
12 to their original condition upon completion of the work.

13 The Contractor shall provide and install protecting coverings for exterior windows, as
14 necessary to protect from paint removal via hand tooling and/or overspray. Any identification
15 tags or labels must also be protected from overspray.

16 Prior to actual surface preparation, all areas to be re-coated shall be Low-Pressure Waterjet
17 Washed (LP WC) using fresh water at a nozzle pressure of 3,000 to 5,000 psi and Prep 88
18 Cleaner/Etcher (do not use Prep 88 in the A/F areas). Prep 88 Cleaner/Etcher shall be used
19 in strict accordance with the manufacturer’s instructions/recommendations.

20 Acceptable surface preparation standards (for all areas except Ballast Tanks) include: SSPC-
21 6 Commercial Blast (dry or wet ring), SSPC-SP-12 UHP WJ-2L, SSPC-SP-15 Power Tool.

22 Prior to coating, all prepared surfaces shall be “L” grade, or less, for flash rust. All areas of
23 spot preparation shall have faired edges prior to coating.

24 For voids and other enclosed spaces, mechanically-forced ventilation is required during
25 application of coatings and following completion, for a period of not less than seven (7) days
26 to ensure proper cure.

27 For all coating system work described in this specification, top coatings shall match existing
28 color schemes. The Contractor shall repaint all vessel markings that may have been altered
29 or damaged during preparation or painting (example: vessel name, hailing port, etc.). All
30 exterior signage and/or lettering shall be renewed/repainted in the same size and color as
31 removed for painting purposes. A list of signage tags is included in the Reference Documents.

32 For all exterior paint applications covered under this specification, the Contractor shall allow
33 not less than 24 hours dry time prior to any dockside or open water sea trials. For paint
34 applications in the voids or other enclosed spaces, the Contractor shall allow not less than 36
35 hours dry time prior to any dockside or open water sea trials.

36 For reference purposes, the following information is provided:

37 Protective & Marine Coatings, PPG

38 2606 Terrace St.

39 Bremerton, WA 98310

40 Phone: 206-595-6095

41 Contact Person: Kurt Mensing

42

43

44

45 **Propulsion System**

46 Prior to carrying out any propulsion system work described in these specifications, the
47 Contractor shall disassemble machinery enclosures and surrounding structure as necessary
48 to facilitate equipment removals and prevent damage to the vessel.

49 The Contractor shall use all new bolts and gaskets in assembling new machinery
50 enclosures/structures.

51 Additional information is provided in drawing Ulstein 8105823 Model 370 DF, General
52 Arrangement.

1 For reference purposes, the following information is provided:

2 The outdrives shall be serviced at:

3 Pacific Star Marine Inc.

4 14301 256th St. Unit 109

5 Maple Ridge, BC V4R 0B9, Canada

6 Phone: (604) 462-1188

7 Contact Person: Mike Butler

8

9 The reduction gears shall be serviced at:

10 ZF Marine Propulsion Systems Miramar, LLC

11 12125 Harbour Reach Drive Ste B

12 Mukilteo, WA 98275

13 Phone: (425) 583-1969

14 Contact Person: Kevin Zwicker/Adam Barlow

15

16 **Propulsion Alignment**

17 The alignment of the outdrive to gear and engine is critical. The pivot shaft should be
18 measured, and the shaft carriage blocks line bored to approximately 0.004" over-size to allow
19 for driving movement. See Reference SCD-001 Pivot Pin Drawing. Alignment of the reduction
20 gear flange to outdrive gear flange must be conducted in strict accordance with Drawing
21 24014-180-101 Engine Foundation & Thruster Connection Drawing Rev -. The Contractor
22 shall reposition the engine, gear, and foundations, as necessary, such that the current vertical
23 offset between gear output flange and thruster input flange does not exceed the
24 manufacturer's recommended value. There shall be no lateral offset between the gear output
25 flange and thruster input flange. Laser alignment methods shall be used.

26 If required, the Contractor shall install the cardan shaft with 2 to 3 degrees of angle and to
27 manufacturer's recommendations (Drivelines NW). The union joint angles in the cardan shaft
28 shall be equal and shall be approximately 3 degrees (plus or minus 1 degree). Final alignment
29 shall be witnessed and approved by the Owner's Mechanic. Alignment measurements shall
30 be recorded and provided to the Owner.

31 **Hoses**

32 The Contractor shall disconnect and re-install all flexible hoses as necessary to complete the
33 work contained herein. The Contractor shall be responsible for providing all new USCG-
34 approved hoses per this specification. The Contractor shall label all removed hoses and all
35 connections with a numbering system and a 1/16" thick stainless-steel tag affixed on the hose.
36 Tag should include the date and other relevant information.

37 **Test and Trials**

38 Contractor Construction and Inspection Tests

39 Construction inspections and tests are static demonstrations that are performed by the
40 Contractor and precede operational testing. These tests and inspections shall verify that
41 equipment, systems, and fabricated construction materials are installed in accordance with
42 the requirements of the manufacturer, USCG, and these specifications.

43 Construction inspection and tests shall include the following, as appropriate for the work
44 performed from these specifications:

- 45 • Cleanliness tests to verify cleaning and flushing of all piping systems modified by
46 the Contractor.
- 47 • Hydrostatic testing (and/or pneumatic testing, where permitted) of all piping
48 systems modified by the Contractor; including, but not limited to cooling water,
49 bilge, ballast, and firemain.
- 50 • Insulation resistance testing (meggering) and point-to-point verification of electrical
51 cables and connections installed by the Contractor.

- 1 • Propulsion drive train alignment testing if required.
- 2 • Tightness testing of weather deck doors, hatches, windows and other similar vessel
- 3 features intended to prevent passage of liquid, gas, or atmosphere, including
- 4 penetrations in watertight bulkheads and decks.
- 5 • Calibration of instrumentation and associated documentation.
- 6 • Welding inspections and quality assurance checks.
- 7 • Protective coating inspections and quality assurance checks.
- 8 • Hull fairness and alignment inspections and quality assurance checks of all
- 9 structural fabrications.

10 All construction inspections and tests shall be carried out to the satisfaction of the USCG and
11 the Owner.

12 The Contractor shall perform operational testing on any system and component where
13 modifications are required or made. This shall include testing systems where components are
14 removed for access or inspection. Test reports shall be provided to the Owner.

15 Tests shall be conducted during normal business hours; and the Owner and regulatory bodies
16 shall be notified a reasonable period in advance of test scheduling, so that they may arrange
17 to be present. The attendance and witnessing of tests by the Owner shall in no way relieve
18 the Contractor of their contractual responsibilities and obligation as described in these
19 specifications.

20 The Contractor shall provide all personnel required to conduct the tests and to record the data.

21 Sea Trials

22 Sea trials shall be carried out for the purpose of demonstrating vessel conformity with this
23 specification and as a prerequisite to Acceptance of the vessel by the Owner.

24 The Contractor shall provide competent personnel to remain onboard during sea trials. Sea
25 trials will be conducted for a minimum of four hours. For bidding purposes, the Contractor shall
26 assume four hours total for sea trials, with two qualified machinists onboard.

27 The Owner will provide personnel to operate and crew the vessel for sea trials.

28 **Completion of Work**

29 Upon completion of the contracted work and prior to undocking, sealing up voids and tanks,
30 and delivering the vessel to the Owner, a joint-condition survey punch list shall be created by
31 the Owner and Contractor by physically walking through the entire vessel. The punch list must
32 be completed before the contracted work is considered complete.

33 The vessel shall be complete and ready for service, afloat pier side, with all its areas (related
34 to contracted work) thoroughly cleaned and free of all dunnage and dirt. All work shall be clear
35 of defects and deficiencies.

36

37 **01.0 WASH THE VESSEL ABOVE DECK**

38 Prior to commencing any coating work on the main deck or above, the Contractor shall
39 pressure wash the Vessel, using fresh water, from the top of the mast down to and including
40 the main deck. The pressure wash shall use Low Pressure Water Cleaning (LP WC) with fresh
41 water at a nozzle pressure of 3,000 to 5,000 psi. All soot and dirt shall be removed. The areas
42 to be washed shall include the house, bulwarks (inboard), railings, and inboard surfaces of
43 machinery space enclosures.

44

45

46

47 **02.0 OPEN AND CLEAN VOIDS**

48 The Vessel has a total of eight (8) voids, labeled Voids 1-8. The Contractor shall remove all
49 bolted watertight hatches from Voids 1-8 for USCG inspection of the voids. There are a total
50 of 18 bolted watertight hatches to be opened for the eight (8) voids.

51

1 Voids 1-8 shall be drained of all fluids. The Contractor shall handle and dispose of all fluids,
2 including, but not limited to fuel-oil, lubricants, antifreeze, and contaminated water. All fluids
3 are expected to be at a residual level upon inspection. For bidding purposes, assume less
4 than 500 gallons of fluid are to be removed from Voids 1-8.

5
6 The Contractor shall remove loose scale and debris from all voids and tanks.

7
8 Internal tanks within the voids shall not be drained, including two (2) ballast tanks and four (4)
9 fuel tanks.

10
11 The Contractor shall issue a Condition Found Report to the Owner if warranted.

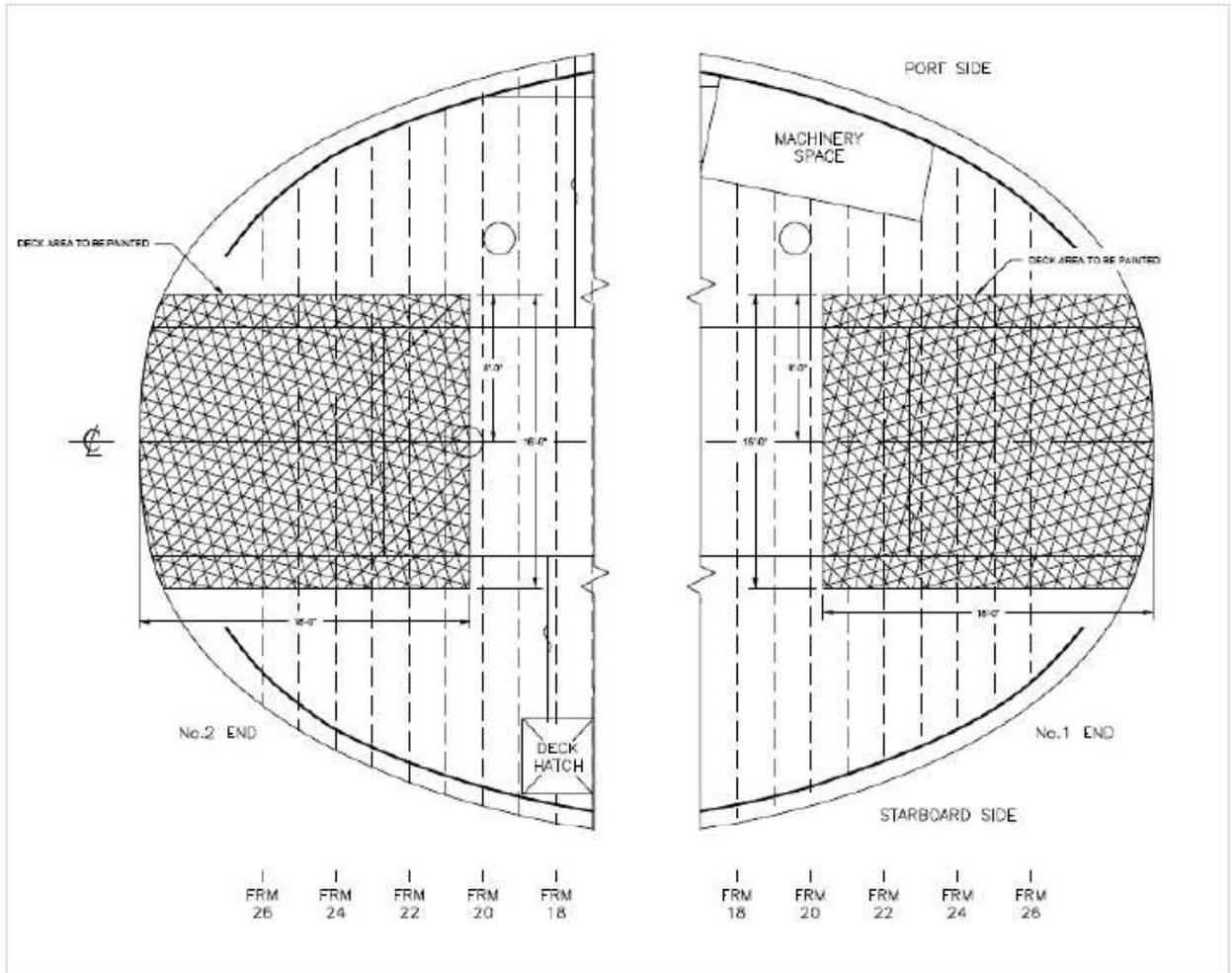
12
13 No void or tank hatches shall be sealed until authorized by the Owner.

14
15 **03.0 RE-COAT APRON SLIDE AREAS**

16 The Contractor shall remove existing deck coatings and apply a new coating system. This
17 work shall be in accordance with the International coating specification included in the
18 reference materials.

19 The scope of this specification includes sections of the car deck on each end of the ship worn
20 down by contact with the vehicle ramp, see figure below. Each section consists of the following
21 area:

- 22
- 18' longitudinally starting from the apron slide area at the tip of the bow toward midship.
 - 8' transversely on either side of centerline, corresponding to the width of the vehicle lanes.
- 23
24



- 1
- 2 For bidding purposes, assume 600 square feet total.
- 3 The figure shown and the information is provided for reference only. The Contractor shall be
- 4 responsible to verify the amount of materials that will be necessary to complete this work. It is
- 5 highly recommended that the Contractor attend the pre-bid meeting to fully understand the
- 6 scope of this work. A ship check will be part of the pre-bid meeting, and Bidders will have
- 7 access to the car deck.
- 8 After non-skid application, repaint all damaged white lane markings in accordance with the
- 9 drawing labeled "Guemes Ferry Striping 15-01-22". While paint is still wet on lane markings,
- 10 apply anti-slip additive to paint to act as a nonskid surface.
- 11 After non-skid application, repaint yellow safety marking zones to match existing color
- 12 schemes. While paint is still wet on yellow safety zones, apply anti-slip additive to paint to act
- 13 as a non-skid surface.
- 14 All non-skid applications are to be applied as per paint manufacturer's recommendations and
- 15 to the satisfaction of the owner's rep.
- 16
- 17 **04.0 REMOVE AND REPLACE FIRE PUMPS**
- 18 The contractor shall remove and replace in kind a total of (3) owner-furnished fire pumps as
- 19 follows:
- 20 1. One (1) Electric-motor driven fire pump and motor located in void 7: Barnes Series
- 21 25CCE, close-coupled motor pump
- 22 2. Two (2) Hydraulic pumps; Barnes series 25ICU-1 self-priming centrifugal pump (one
- 23 (1) located in Void 2, and one (1) in No. 2 End Engine Room.

1 Perform a functioning test on all three pumps to USCG specifications. Provide a test report to
2 the Owner.

3

4 **05.0 REPLACE DECK STEEL ACCORDING TO REPAIR PLAN**

5 Areas of the main deck of the M/V Guemes need repair and/or replacement because of
6 reduction in thickness due to wear and corrosion. These areas are at the ends of the vessel,
7 primarily at points of regular contact with the loading ramp aprons. Actual deck thicknesses
8 measured by audio gauging are shown in various locations on the deck, *Dwg No. 24014-150-*
9 *02 Rev A in the reference materials*. Proposed areas of total deck replacement and/or weld
10 cladding to restore the original ½" plate thickness are also shown.

11 Applicable Standards

12 The Contractor shall be responsible to ensure all materials, welding and workmanship is in
13 accordance with "No. 47 Shipbuilding Repair Quality Standard" (IACS) and all applicable
14 USCG rules and regulations. Skagit County has provided Dwg No. 24014-150-02 for bidding
15 purposes. Contractor shall verify all dimensions prior to construction.

16 All deck seams and butt welds are to be full penetration, and welding of new plating to
17 underdeck stiffeners shall match the existing size and spacing of the original welds.

18 Material

19 All new steel plate is to be A36. Weld rod for cladding repairs is to be determined by the
20 Contractor.

21 Primer and Final Coatings

22 All new steel is to be wheel-abraded and primed with marine zinc primer prior to installation.
23 After all welds are cleaned of slag and weld spatter, add prime coat over welds with a zinc
24 marine primer. All primers to be compatible with final coatings.

25 Final paint coatings are to be compatible with existing coatings in both type and color. Existing
26 deck non-skid coatings disturbed by repair work shall be replaced in-kind at the affected areas.
27 See Specification 03.0 and the International coating specification included in the reference
28 materials.

29 Gas Freeing and Ventilation during Underdeck Work

30 Areas below deck where proposed work is taking place shall be gas-freed prior to entrance
31 and then ventilated during all phases of work.

32 Repair Plan and Sequence:

33 Using *Dwg No. 24014-150-02 Rev A* as a guide, provide Skagit County with a work sequence
34 to include, but not be limited to; confirming the boundaries of required plate renewal and how
35 the Contractor intends to accomplish the work. In accordance with the work sequence agreed
36 upon by the Contractor and Skagit County, the Contractor shall accomplish the work.

37 Crop out these affected areas and prepare the raw edges of existing deck for full-penetration
38 seam welding.

39 Prepare the edges of the new replacement plates for full penetration welds. Install new plating
40 in the affected areas using weld sizes and spacing as described above.

41 For weld cladding of smaller areas, confirm the actual locations, and add welds to affected
42 areas to bring the final deck thickness to ½" or greater. Grind any extra welding to ensure a
43 smooth deck surface.

44 Apply internal and external paint coatings, as well as non-skid coatings, in accordance with
45 the Owner's requirements.

46 Inspection

47 Perform inspections, subject to applicable regulatory requirements.

48

49 **06.0 PAINT INBOARD BULWARKS & CUT SCUPPERS**

50 Prepare and completely repaint the inboard bulwarks and railings on both the starboard and
51 the port side of the vessel. Prior to painting, pressure wash fresh water to remove all soot and
52 surface rust.

- 1 Contractor shall contact Protective & Marine Coatings, PPG to get a working spec and lead
- 2 times on materials. See general specification 00.0 for more information on coatings and
- 3 contact information for Skagit County's Representative at PPG. Contractor shall be
- 4 responsible to procure materials in time to complete the work.
- 5 As reference for bidding purposes, the Contractor shall fresh water HP (high pressure) wash
- 6 the area using Prep #88 cleaner. Dilute 4 to 1 (4 parts water / 1 part soap). Allow to stand on
- 7 surface for 10 minutes and fully rinse.
- 8 For areas of coating failure, power tool spot clean areas of corrosion / mechanical damage to
- 9 SSPC-SP3. Achieve min 2.0 mil profile. For bidding purposes, assume 250 square feet of
- 10 corrosion/mechanical damage. Ensure all edges are properly feathered.
- 11 Apply 1st spot touch up (T/U) coat Amerlock Sealer epoxy penetrating sealer @ 1-2 mils DFT.
- 12 Allow overnight cure. 4 days max.
- 13 Apply 2nd spot T/U coat Amercoat 240 epoxy gray @ 6 mils MDFT. Allow 8 hours min dry
- 14 time. 30 days max.
- 15 Apply 1 full "TIE COAT" Amercoat 240 epoxy @ 4 mils DFT. Allow 8 hours minimum dry time.
- 16 7 days max.
- 17 Apply 1 full coat Amershield aliphatic polyurethane gloss topcoat @ 3-5 mils DFT per vessel
- 18 existing color scheme (dark gray for bulwarks and white for railings).
- 19 Use only #65 thinner for both Amercoat 240 / Amershield.
- 20 The Contractor shall be responsible for determining the amount of materials necessary to
- 21 complete the work. It is highly recommended that Contractors attend the pre-bid meeting/ship
- 22 check to verify square footage.
- 23
- 24 Contractor shall open scuppers surrounding the No. 1 and No. 2 end machinery enclosures.
- 25 At frames 16-18, 28 inches of scupper steel blocking shall be removed. At frames 18-19, 18
- 26 inches of scupper steel blocking shall be removed. At frames 25-27, 45 inches of scupper steel
- 27 blocking shall be removed.
- 28



AFT FRAME 16-18 STARBOARD



AFT FRAME 16-18 STARBOARD

- 29 Need to remove 28" of steel blocking scupper between frames 16-18
- 30



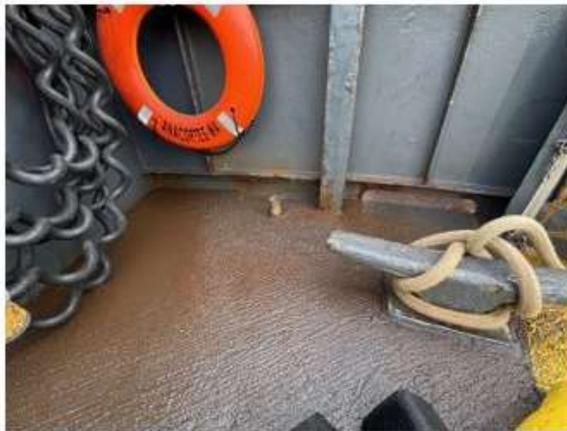
FRW FRAME 18-19 PORT



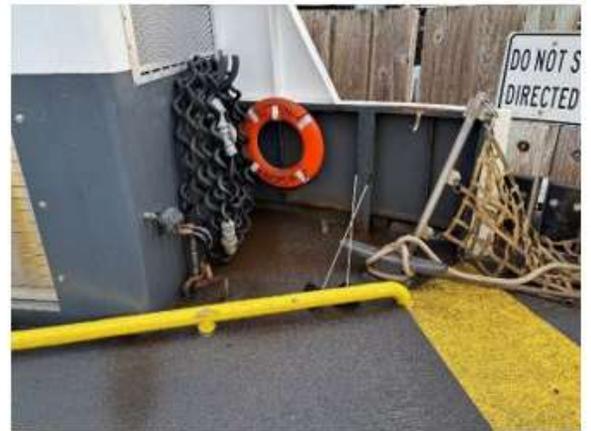
FRW FRAME 18-19 PORT

1

Need to remove 18" of steel blocking scupper between frame 18-19



FRW FRAME 25-27 PORT



FRW FRAME 25-27 PORT

Need to remove 45" of steel blocking scupper between frames 25-27



FRW FRAME 25-27 PORT

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07.0 UNANTCIPATED REPAIRS

This item consists of additional work required to repair components of the vessel unforeseen prior to the project. An estimated amount has been added to the bid proposal to provide a common basis for all bidders. If work is not performed or required, Skagit County shall not be invoiced. If work is to be performed, Contractor shall issue a CFR (Condition Found Report), Owner and Contractor shall negotiate scope and fee prior to the work and Owner shall approve the scope and fee and authorize the work.

**Appendices
(January 29, 2026)**

The following appendix is attached and made a part of this contract:

APPENDIX A:

Wage Rates

Washington State Prevailing Wage Rates

APPENDIX B:

Construction Contract and Contract Bond - Informational Only

APPENDIX C:

Proposal Forms - Informational Only

APPENDIX D:

Insurance Information

APPENDIX E:

Mandatory Bidder Checklist – Informational Only

APPENDIX A

Wage Rates

Washington State Prevailing Wage Rates



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 M/V Guemes Pierside Maintenance Project
Project Number:	FEHO26-1
Bid Opening Date & Time:	March 16, 2026 @ 11:45 a.m.
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>	March 16, 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>

APPENDIX B

Construction Contract and Contract Bond-Informational Only

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, effective upon the date of mutual execution, is made and entered into between Skagit County, Washington, and _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2026 M/V Guemes Pierside Maintenance, Project #FEHO26-1** in accordance with and as described in the attached plans and specifications and the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 2025 edition*, which are by this reference incorporated herein and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.
- II. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after substantial completion of this contract, except as may be modified by the plans, specifications and/or contract documents.
- III. Skagit County, Washington, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- IV. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.
- V. It is further provided that no liability shall attach to Skagit County by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written, and the Authorized Official has caused this instrument to be executed by and in the name of Skagit County the day and year first above written.

CONTRACTOR

Signature _____

Mailing Address:

Printed _____

Title _____

Date _____

Telephone No. (____) ____ - ____

DATED this _____ day of _____, 2026.

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

Ron Wesen, Chair

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

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 severely 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 M/V Guemes Pierside Maintenance Project #FEHO26-1

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

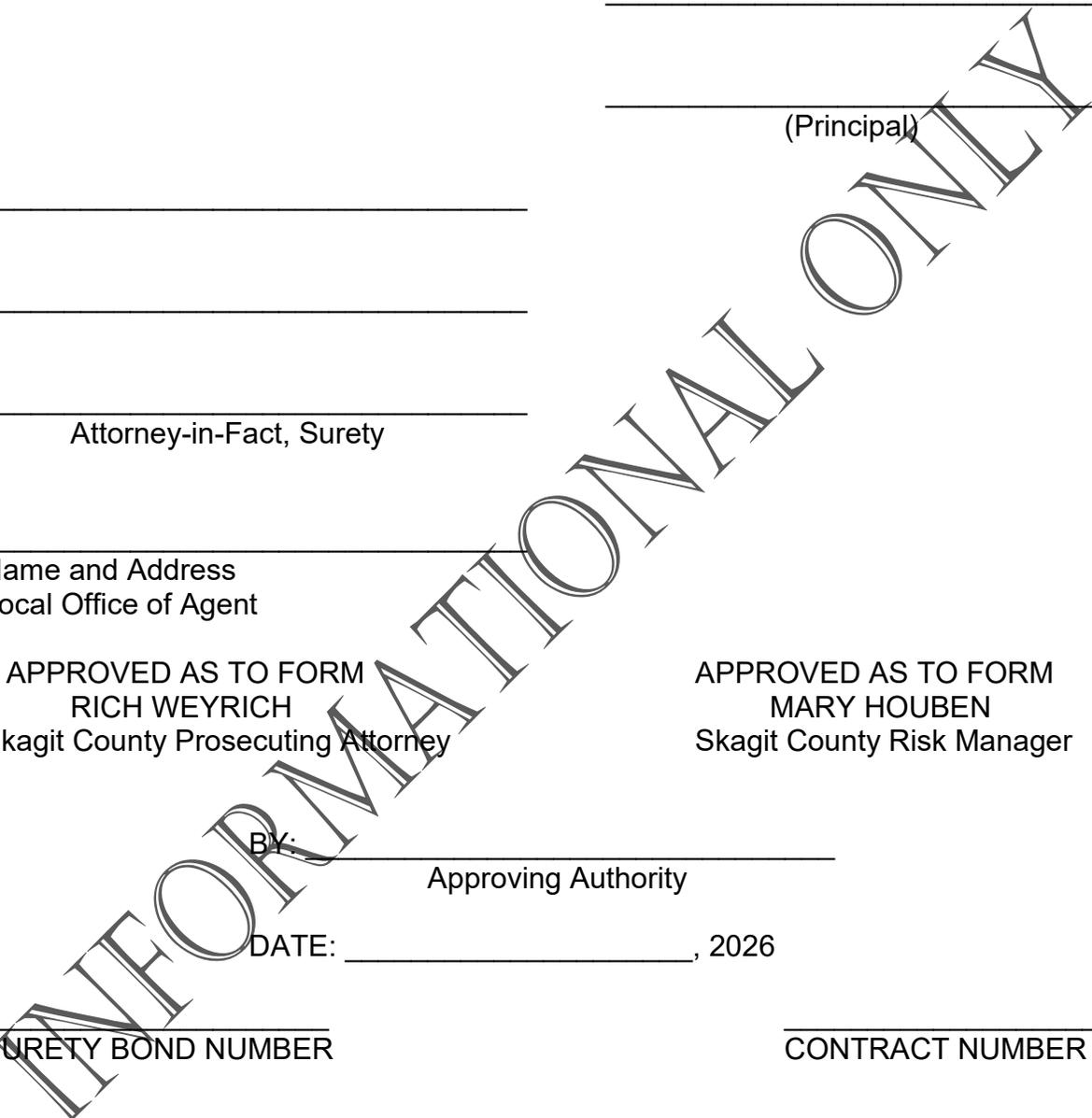
APPROVED AS TO FORM
MARY HOUBEN
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2026

SURETY BOND NUMBER

CONTRACT NUMBER



APPENDIX C

Proposal Forms - Informational Only

Proposal for Bidding Purposes

**2026 M/V Guemes Pierside Maintenance
Project #FEHO26-1**

Bid Opening: March 16, 2026

SKAGIT COUNTY PUBLIC WORKS



**Skagit County
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273-5625**

PROPOSAL

**2026 M/V Guemes Pierside Maintenance
Project #FEHO26-1**

Skagit County, Washington

Bid Opening: March 16, 2026, 11:45 a.m.

All bid envelopes must be clearly marked on the outside, **“Sealed Bid, 2026 M/V Guemes Pierside Maintenance”**

Sealed Bids shall be received at the following location before the specified time:

Bids may be hand deliver to: Skagit County Commissioners, Reception Desk,
1800 Continental Place, Suite 100,
Mount Vernon, WA 98273

Mail to: Skagit County Commissioners
1800 Continental Place, Suite 100
Mount Vernon, WA 98273-5625

The bid opening date for this project will be Monday, March 16, 2026. The bids will be publicly opened and read after 11:45 a.m. on this date. 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

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

ENTIRE BID PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS MOUNT VERNON, WASHINGTON 98273

Attention:

This certifies that the undersigned has examined the specifications for the:

2026 M/V Guemes Pierside Maintenance Project #FEHO26-1

And that the plans, specifications, and 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 embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

Note: This work is exempt from Washington State Sales Tax per RCW 82.08.0285.

Please indicate preferred haul-out dates in order of preference and best availability:

(Note: Unit prices for all items, all extensions, and total amount of bid shall be shown. All entries must be typed or entered in ink.)

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
1	WASH THE VESSEL ABOVE DECK	01.0	1.00	LS	\$ _____ .____	\$ _____ .____
2	OPEN AND CLEAN VOIDS	02.0	1.00	LS	\$ _____ .____	\$ _____ .____
3	RE-COAT APRON SLIDE AREAS	03.0	1.00	LS	\$ _____ .____	\$ _____ .____
4	REMOVE AND RE-INSTALL FIRE PUMPS	04.0	1.00	LS	\$ _____ .____	\$ _____ .____
5	REPLACE DECK STEEL ACCORDING TO REPAIR PLAN	05.0	1.00	LS	\$ _____ .____	\$ _____ .____
6	PAINT INBOARD BULWARKS & CUT SCUPPERS	06.0	1.00	LS	\$ _____ .____	\$ _____ .____
7	UNANTICIPATED REPAIRS	07.0	1.00	EST	\$ _____ 1 .00	\$ _____ 50,000 .00
TOTAL BID						\$ _____ .____

**This work is exempt from Washington State Sales Tax per RCW 82.08.0285.
Please indicate preferred haul-out dates in order of preference and best availability:**

The performance period for the pierside maintenance shall be ten (10) working days (desired) and the Contractor shall provide a feasible construction schedule. Work can start as early as April 28th, 2026, or one day after contract execution, whichever comes first. Time starts the day the vessel is delivered to the Contractor's facility and this shall be considered working day one (1). The vessel shall depart the Contractor's facility no later than 8:00 a.m. following the last contracted date, unless otherwise authorized by the Ferry Operations Division Manager. Contracted work must be completed, and the vessel must be back in service on or before May 21, 2026.

Contractor must specify preferred pierside maintenance dates on the bid proposal.

By signing the bid proposal, the Contractor is agreeing to reserve space in the Contractor's facility for the M/V Guemes for the available dates listed by the Contractor. Skagit County shall reserve the right to choose a pierside maintenance schedule based on preferred dates, shipyard availability and operational needs and considerations. Upon execution of a bid award resolution, Skagit County will contact the lowest, responsible, responsive bidder to confirm the pierside maintenance schedule.

Note: Contractor must enter at least one (1) choice for maintenance dates on the bid proposal but may also list up to 3 choices for the maintenance dates. Skagit County reserves the right to decide on the maintenance dates after the bid award. **If the Contractor has concerns about the number of working days provided or the dates within which the work must be complete, the Contractor shall utilize the bidding period opportunity (with questions due February 27, 2026) to bring concerns forward to Skagit County.**

Skagit County shall deliver the vessel to the successful bidder's shipyard facility and pick up from the shipyard at the end of the availability.

1st Choice: _____

2nd Choice: _____

3rd Choice: _____

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 percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- CASHIER’S CHECK In the amount of \$ _____ Dollars
- CERTIFIED CHECK In the amount of \$ _____ Dollars
(Payable to Skagit County)
- PROPOSAL BOND In the amount five percent (5%) of the total bid.

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

Signature of Authorized Official(s):

Proposal Must Be Signed →

PRINT NAME

Firm Name: _____

Address: _____

Telephone No.: _____

State of Washington Contractor’s License No. _____

UBI No. _____

Employment Security Department No. _____

Name & Phone # for Project Contact. _____

***Progress Schedule included in Bid Proposal: _____ (initial to confirm)**

**Progress schedule must be submitted with bid proposal or within 24 hours of bid opening date and time. Failure to provide a progress schedule within the required time shall result in the rejection of the proposal.*

Note:

(1) This proposal form is not transferable and any alteration of the firm’s name entered hereon without prior permission from Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.

BID PROPOSAL MUST BE SIGNED

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

**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 percent (5%) 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, to wit:

**2026 M/V Guemes Pierside Maintenance
Project #FEHO26-1**

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 twenty (20) 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)

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 to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report 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 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 contract 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.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**February 19, 2026**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

APPENDIX D

Insurance Information

INSURANCE REQUIREMENTS

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

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

Contractor insurance policies shall include Skagit County as "Additional Insured" on a primary basis and others if required by contract documents. Language must be included and state:

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

All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to Skagit County through certified mail.

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

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

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

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

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

Commercial General Liability and Property Liability Insurance shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:

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

Automobile Bodily Injury shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

All owned automobiles;
Non-Owned automobiles;
Hired Automobiles;
Any automobiles.

USL&H Insurance is a requirement of this project; (USL&H is a federal act sometimes referred to as "Longshore Harbor Worker's Compensation Act" or Jones Act). The successful bidder will be required to obtain USL&H insurance for this project. This insurance falls under jurisdiction of the U.S. Department of Labor.

APPENDIX E
Mandatory Bidder Checklist -
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/>
9. Apprenticeship Utilization Plan submitted at time of bid for non-federally funded public works projects over \$2 million. Verify that the contractor has not been found to be out of compliance with RCW 39.04.320 within 1 year of the bid due date.

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"/>	
Apprentice Utilization Requirement RCW 39.04.320	
Is this a public Works project over \$2M? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Was Apprentice Utilization Plan submitted with bid? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Has the contractor been found out of compliance with RCW 39.04.320 within 1 year of the bid due date? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <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 Infraction List -	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding -	
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 - https://sam.gov/	
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? Yes <input type="checkbox"/> No <input type="checkbox"/> • Has Bidder provided documentation from ESD on Account Number? 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"/>