

INVITATION TO BID

Apron Flap Replacement Project #FETM25-1

Bid Opening: June 15, 2026, at 1:00 pm

SMALL PUBLIC WORKS PROJECT
SKAGIT COUNTY PUBLIC WORKS

Must be an approved contractor on the Municipal Research and Services Center (MRSC) Roster in order to Bid this project: <http://www.mrscrosters.org>



Apron Flap Replacement Project #FETM25-1

This Contract provides for the replacement of the apron flaps on the ferry bridges at the Anacortes and Guemes Island locations, including the installation of owner-furnished materials consisting of aprons and pins. All work shall be performed in accordance with the attached Contract Plans, these Contract Provisions, and the 2026 Standard Specifications.

Schedule: This project is to be completed within five (5) working days from Notice to Proceed.

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

Project Site: Ferry Bridges located at the Guemes Island Ferry Terminal on both the Anacortes and Guemes Island sides: **500 I Avenue, Anacortes, WA 98221**



APRON FLAP REPLACEMENT PROJECT #FETM25-1

CERTIFICATION

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

Engineer of Record



Thomas Weller, P.E.
Skagit County Engineer

INVITATION TO BID

MUST BE AN APPROVED CONTRACTOR ON THE MUNICIPAL RESEARCH AND SERVICES CENTER MRSC ROSTER IN ORDER TO BID THIS PROJECT <http://www.mrscrosters.org>

NOTICE IS HEREBY GIVEN BY SKAGIT COUNTY that sealed bids will be received and publicly opened in the Quartz Room, 1800 Continental Place, Mount Vernon, WA 98273, on **Monday, June 15, 2026; at the hour of 1:00 p.m.**, or as soon thereafter as possible. Attendance at meetings will be in-person.

PROJECT TITLE: Apron Flap Replacement Project #FETM25-1

SCOPE OF WORK: This Contract provides for the replacement of the apron flaps on the ferry bridges at the Anacortes and Guemes Island locations, including the installation of owner-furnished materials consisting of aprons and pins. All work shall be performed in accordance with the attached Contract Plans, these Contract Provisions, and the 2026 Standard Specifications.

BID DOCUMENTS

Information, copies of bid documents, drawings and other reference material and addenda for this project will be available on-line beginning **May 21, 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.

PRE-BID MEETING

A non-mandatory pre-bid meeting will be held Wednesday, May 27, 2026, promptly at 11:45 a.m. at the Anacortes ferry terminal located at 500 I Avenue, Anacortes, WA 98221. While the meeting is non-mandatory, attendance is highly recommended for all Bidders. **All questions must be submitted in writing no later than Friday, May 29, 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 **Wednesday, June 3, 2026, no later than 5:00 p.m.** **Questions submitted after 5:00 p.m. on Friday, May 29, 2026, will not be considered, no answers will be provided, and no addenda will be issued.**

All bid envelopes must be clearly marked on the outside, "**Sealed Bid – Apron Flap Replacement**". Sealed bids shall be received by one of the following delivery methods before **Monday, June 15, 2026; at the hour of 1:00 p.m.** Proposals are to be submitted on the forms provided in the Bid Proposal Packet. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted. 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.

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.

Posted: <https://www.skagitcounty.net/Departments/Rfp/> – May 21, 2026

Emailed: MRSC Roster Main Category: Marine Construction; Subcategories: General & Piers, Docks, and Overwater Structures - May 21, 2026

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(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 SkagitR GSP)
(May 1, 2013 SkagitF GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

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3 **Division 1**
4 **General Requirements**
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6 **DESCRIPTION OF WORK**
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8 *(May 13, 2026 SkagitF)*
9

10 This Contract provides for the replacement of the apron flaps on the ferry bridges at the
11 Anacortes and Guemes Island locations, including the installation of owner-furnished
12 materials consisting of newly fabricated aprons flaps, pins, and signal lights. All work shall be
13 performed in accordance with the attached Contract Plans, these Contract Provisions, and the
14 2026 Standard Specifications.
15

16
17 **1-01 DEFINITIONS AND TERMS**
18

19 **1-01.3 Definitions**

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

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

25 **Dates**

26 ***Bid Opening Date***

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

28 ***Award Date***

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

31 ***Contract Execution Date***

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

33 ***Notice to Proceed Date***

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

35 ***Substantial Completion Date***

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

41 ***Physical Completion Date***

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

45 ***Completion Date***

46 The day all the Work specified in the Contract is completed and all the obligations of
47 the Contractor under the contract are fulfilled by the Contractor. All documentation
48 required by the Contract and required by law must be furnished by the Contractor
49 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 **Supplier**

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

22
23
24 **1-02 BID PROCEDURES AND CONDITIONS**

25
26 **1-02.1 Prequalification of Bidders**

27
28 Delete this section and replace it with the following:

29
30 **1-02.1 Qualifications of Bidder**

31 *(January 24, 2011 APWA GSP)*

32
33 Before award of a public works contract, a bidder must meet at least the minimum
34 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
35 be awarded a public works project.

36
37 **1-02.2 Plans and Specifications**

38 *(June 27, 2011 APWA GSP)*

39
40 Delete this section and replace it with the following:

41
42 Information as to where Bid Documents can be obtained or reviewed can be found in the
43 Call for Bids (Advertisement for Bids) for the work.

44
45 After award of the contract, plans and specifications will be issued to the Contractor at no
46 cost as detailed below:

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To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	0	Furnished automatically upon award.
Contract Provisions	2	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.

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

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

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.

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

Delete this section and replace it with the following:

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.

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.

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

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

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

3 Supplement the second paragraph with the following:

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

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

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

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

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

15 A bid by a partnership shall be executed in the partnership name and signed by a
16 partner.

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

19

20 **1-02.7 Bid Deposit**
21 *(March 8, 2013 APWA GSP)*

22

23 Supplement this section with the following:

24

25 Bid bonds shall contain the following:

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

36

37 If so stated in the Contract Provisions, bidder must use the bond form included in the
38 Contract Provisions.

39

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

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

33 **1-03.1 Consideration of Bids** 34 *(December 30, 2022 APWA GSP)*

35
36 Revise the first paragraph to read:

37
38 After opening and reading proposals, the Contracting Agency will check them for
39 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
40 between the price per unit and the extended amount of any bid item, the price per unit will
41 control. If a minimum bid amount has been established for any item and the bidder's unit
42 or lump sum price is less than the minimum specified amount, the Contracting Agency will
43 unilaterally revise the unit or lump sum price, to the minimum specified amount and
44 recalculate the extension. The total of extensions, corrected where necessary, including
45 sales taxes where applicable and such additives and/or alternates as selected by the
46 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
47 the Awarded Contract Price amount and the amount of the contract bond.
48
49
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 **1-05 Control of Work**

20
21 **1-05.7 Removal of Defective and Unauthorized Work**
22 *(October 1, 2005 APWA GSP)*

23
24 Supplement this section with the following:

25
26 If the Contractor fails to remedy defective or unauthorized work within the time specified
27 in a written notice from the Engineer, or fails to perform any part of the work required by
28 the Contract Documents, the Engineer may correct and remedy such work as may be
29 identified in the written notice, with Contracting Agency forces or by such other means as
30 the Contracting Agency may deem necessary.

31
32 If the Contractor fails to comply with a written order to remedy what the Engineer
33 determines to be an emergency situation, the Engineer may have the defective and
34 unauthorized work corrected immediately, have the rejected work removed and replaced,
35 or have work the Contractor refuses to perform completed by using Contracting Agency
36 or other forces. An emergency situation is any situation when, in the opinion of the
37 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
38 of loss or damage to the public.

39
40 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
41 remedying defective or unauthorized work, or work the Contractor failed or refused to
42 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
43 monies due, or to become due, the Contractor. Such direct and indirect costs shall
44 include in particular, but without limitation, compensation for additional professional
45 services required, and costs for repair and replacement of work of others destroyed or
46 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

47
48 No adjustment in contract time or compensation will be allowed because of the delay in
49 the performance of the work attributable to the exercise of the Contracting Agency's
50 rights provided by this Section.
51

1 The rights exercised under the provisions of this section shall not diminish the
2 Contracting Agency's right to pursue any other avenue for additional remedy or damages
3 with respect to the Contractor's failure to perform the work as required.
4

5
6 **1-05.11 Final Inspection**
7

8 Delete this section and replace it with the following:
9

10 **1-05.11 Final Inspections and Operational Testing**
11 *(October 1, 2005 APWA GSP)*
12

13 **1-05.11(1) Substantial Completion Date**
14

15 When the Contractor considers the work to be substantially complete, the Contractor
16 shall so notify the Engineer and request the Engineer establish the Substantial
17 Completion Date. The Contractor's request shall list the specific items of work that
18 remain to be completed in order to reach physical completion. The Engineer will
19 schedule an inspection of the work with the Contractor to determine the status of
20 completion. The Engineer may also establish the Substantial Completion Date
21 unilaterally.
22

23 If, after this inspection, the Engineer concurs with the Contractor that the work is
24 substantially complete and ready for its intended use, the Engineer, by written notice to
25 the Contractor, will set the Substantial Completion Date. If, after this inspection the
26 Engineer does not consider the work substantially complete and ready for its intended
27 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
28 therefor.
29

30 Upon receipt of written notice concurring in or denying substantial completion, whichever
31 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
32 interruption, the work necessary to reach Substantial and Physical Completion. The
33 Contractor shall provide the Engineer with a revised schedule indicating when the
34 Contractor expects to reach substantial and physical completion of the work.
35

36 The above process shall be repeated until the Engineer establishes the Substantial
37 Completion Date and the Contractor considers the work physically complete and ready for
38 final inspection.
39

40 **1-05.11(2) Final Inspection and Physical Completion Date**
41

42 When the Contractor considers the work physically complete and ready for final
43 inspection, the Contractor by written notice, shall request the Engineer to schedule a
44 final inspection. The Engineer will set a date for final inspection. The Engineer and the
45 Contractor will then make a final inspection and the Engineer will notify the Contractor in
46 writing of all particulars in which the final inspection reveals the work incomplete or
47 unacceptable. The Contractor shall immediately take such corrective measures as are
48 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
49 diligently, and without interruption until physical completion of the listed deficiencies. This
50 process will continue until the Engineer is satisfied the listed deficiencies have been
51 corrected.
52

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

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

8
9 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
10 Contracting Agency, in writing, of the date upon which the work was considered physically
11 complete. That date shall constitute the Physical Completion Date of the contract, but shall
12 not imply acceptance of the work or that all the obligations of the Contractor under the
13 contract have been fulfilled.

14
15 **1-05.11(3) Operational Testing**
16

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

32
33 The costs for power, gas, labor, material, supplies, and everything else needed to
34 successfully complete operational testing, shall be included in the unit contract prices
35 related to the system being tested, unless specifically set forth otherwise in the proposal.
36

37 Operational and test periods, when required by the Engineer, shall not affect a
38 manufacturer's guaranties or warranties furnished under the terms of the contract.
39

40
41 **1-05.12 Final Acceptance**
42 *(August 31, 2016 SkagitF)*
43

44 Section 1-05.12 is supplemented with the following:
45

46 **Acceptance and Delivery**
47

48 The existence of any deficiencies affecting the safe navigation or the immediate, efficient
49 use of the vessel for its intended service will be sufficient cause to refuse delivery pending
50 the correction of the items concerned, and the delay in delivery resulting from these
51 deficiencies will be a matter of Contractor's responsibility.
52

1 The Contractor will be responsible for cleanup only in areas affected by the Contractor's
2 work. Spaces affected by Contractor work or transit will be thoroughly cleared of dunnage,
3 staging, and debris; splatters and dirt and shall be washed down, painted and left clean.
4 The Contractor will exercise special care to see that surfaces in voids, tanks, piping, wire
5 ways, machinery, floor plates, etc. are clean and free from any foreign substances.
6

7 If at any time prior to formal acceptance of the vessel Skagit County's Representative has
8 reason to believe that the vessel has been strained, grounded or in any manner damaged,
9 Skagit County may require the vessel to be dry docked and surveyed. If the vessel is found
10 damaged, the survey, dry-docking and necessary repairs will be made at the Contractor's
11 expense. If the vessel is found undamaged, the survey and dry-docking will be at Skagit
12 County's expense.
13

14 Skagit County will take delivery of the vessel afloat at the Contractor's facility upon
15 completion of successful dock trials and sea trials and after all defects are corrected unless
16 agreed upon otherwise.
17

18

19 Add the following new section:

20

21 **1-05.12(1) One-Year Guarantee Period**

22 *(March 8, 2013 APWA GSP)*
23

24 The Contractor shall return to the project and repair or replace all defects in
25 workmanship and material discovered within one year after Final Acceptance of the
26 Work. The Contractor shall start work to remedy any such defects within 7 calendar
27 days of receiving Contracting Agency's written notice of a defect, and shall complete
28 such work within the time stated in the Contracting Agency's notice. In case of an
29 emergency, where damage may result from delay or where loss of services may
30 result, such corrections may be made by the Contracting Agency's own forces or
31 another contractor, in which case the cost of corrections shall be paid by the
32 Contractor. In the event the Contractor does not accomplish corrections within the
33 time specified, the work will be otherwise accomplished and the cost of same shall
34 be paid by the Contractor.
35

35

36 When corrections of defects are made, the Contractor shall then be responsible for
37 correcting all defects in workmanship and materials in the corrected work for one
38 year after acceptance of the corrections by Contracting Agency.
39

39

40 This guarantee is supplemental to and does not limit or affect the requirements that
41 the Contractor's work comply with the requirements of the Contract or any other
42 legal rights or remedies of the Contracting Agency.
43

43

44 **1-05.13 Superintendents, Labor and Equipment of Contractor**

45 *(August 14, 2013 APWA GSP)*
46

46

47 Delete the sixth and seventh paragraphs of this section.
48

48

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

3
4 Section 1-05.14 is supplemented with the following:

5
6 ***Other Contracts Or Other Work***

7
8 It is anticipated that the following work adjacent to or within the limits of this project will
9 be performed by others during the course of this project and will require coordination of
10 the work:

11
12 See General Spec 0.00 for more information about coordination of work

13
14 ***(September 3, 2019)***
15 ***Lead Health Protection Program***

16 Structural and non-structural materials located at the project site *** Guemes Ferry ***
17 contain lead-based products. The Contractor shall be fully responsible for the safety and
18 health of all on-site workers and compliant with Washington Administrative Code (WAC
19 296-155-176). The Contractors Lead Health Protection Program shall be submitted to
20 the Contracting Agency as a Type 2 Working Drawing prior to the Contractor beginning
21 work involving exposure to lead contamination. The Contractor shall communicate with
22 the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite
23 for both the Contracting Agency's and Contractor's workers.

24
25 ***Construction Requirements***

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

29
30 ***Payment***

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

34
35 **1-07.2 State Taxes**
36 *(December 19, 2014 SkagitF)*

37
38 Section 1-07.2 is supplemented with the following:

39
40 The work on this project is exempt from the Washington State retail sales tax, per **RCW**
41 **82.08.0285, Exemptions -- Sales of ferry vessels to the state or local governmental**
42 **units -- Components thereof -- Labor and service charges.**

43
44
45 **1-07.6 Permits and Licenses**
46 *(April 2, 2012 SkagitF)*

47
48 Section 1-07.6 is supplemented with the following:

49
50 ***United States Coast Guard***

51

1 The Contractor shall comply with all United States Coast Guard requirements.
2
3 The Contractor shall contact the Coast Guard at least 30 calendar days in advance of all
4 work in or near the navigable portion of the waterway and request that a Local Notice to
5 Mariners be issued for the waterway at this site.
6
7 The Contractor shall contact the Coast Guard for requirements related to the mooring of
8 barges, placement of log booms, and all other equipment that could be a hazard to
9 waterway users.
10
11 Provisions shall be made for the removal, on 2 hours notice, of all equipment that would
12 block or partially block, the navigable portion of the waterway.
13
14 The Coast Guard contact is:
15
16 Bridge Administrator
17 Thirteenth Coast Guard District
18 915 Second Avenue Suite 3510
19 Seattle, WA 98174-1067
20 Telephone: (206) 220-7282
21
22 All costs incurred in contacting the Coast Guard and in complying with all the
23 requirements specified herein shall be included in the contract prices for the items of work
24 involved.
25
26 All costs in connection with delays in the construction caused by the Contractor's failure
27 to contact the Coast Guard shall be at the Contractor's expense.
28
29
30 **1-07.18 Public Liability and Property Damage Insurance**
31
32 Delete this section in its entirety, and replace it with the following:
33
34 **1-07.18 Insurance**
35 *(January 4, 2024 APWA GSP)*
36
37 **1-07.18(1) General Requirements**
38 A. The Contractor shall procure and maintain the insurance described in all subsections of
39 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
40 rating of not less than A-: VII and licensed to do business in the State of Washington.
41 The Contracting Agency reserves the right to approve or reject the insurance provided,
42 based on the insurer's financial condition.
43
44 B. The Contractor shall keep this insurance in force without interruption from the
45 commencement of the Contractor's Work through the term of the Contract and for thirty
46 (30) days after the Physical Completion date, unless otherwise indicated below.
47
48 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of
49 all subsequent renewals, shall be no later than the effective date of this Contract. The
50 policy shall state that coverage is claims made and state the retroactive date. Claims-
51 made form coverage shall be maintained by the Contractor for a minimum of 36 months
52 following the Completion Date or earlier termination of this Contract, and the Contractor

- 1 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
2 claims made form of coverage becomes unavailable, or economically prohibitive, the
3 Contractor shall purchase an extended reporting period (“tail”) or execute another form of
4 guarantee acceptable to the Contracting Agency to assure financial responsibility for
5 liability for services performed.
6
- 7 D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or
8 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
9 respects the Contracting Agency’s insurance, self-insurance, or self-insured pool
10 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
11 Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute
12 with it.
13
- 14 E. The Contractor shall provide the Contracting Agency and all additional insureds with
15 written notice of any policy cancellation, within two business days of their receipt of such
16 notice.
17
- 18 F. The Contractor shall not begin work under the Contract until the required insurance has
19 been obtained and approved by the Contracting Agency
20
- 21 G. Failure on the part of the Contractor to maintain the insurance as required shall
22 constitute a material breach of contract, upon which the Contracting Agency may, after
23 giving five business days’ notice to the Contractor to correct the breach, immediately
24 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
25 and all premiums in connection therewith, with any sums so expended to be repaid to the
26 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
27 offset against funds due the Contractor from the Contracting Agency.
28
- 29 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
30 of the Contract and no additional payment will be made.
31
- 32 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
33 maintaining coverage, to satisfy insurance requirements for any policy required under
34 this Section. A “wrap up policy” is defined as an insurance agreement or arrangement
35 under which all the parties working on a specified or designated project are insured
36 under one policy for liability arising out of that specified or designated project.
37

38 **1-07.18(2) Additional Insured**

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

- 42 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
43 volunteers

44 The above-listed entities shall be additional insured(s) for the full available limits of liability
45 maintained by the Contractor, irrespective of whether such limits maintained by the
46 Contractor are greater than those required by this Contract, and irrespective of whether the
47 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
48 lower than those maintained by the Contractor.
49

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

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1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional

1 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
2 deductibles or self-insured retention shall be the responsibility of the Contractor.

3

4 **1-07.18(5)A Commercial General Liability**

5 Commercial General Liability insurance shall be written on coverage forms at least as broad
6 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
7 operations, stop gap liability, independent contractors, products-completed operations,
8 personal and advertising injury, and liability assumed under an insured contract. There shall
9 be no exclusion for liability arising from explosion, collapse or underground property
10 damage.

11

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

14

15 Contractor shall maintain Commercial General Liability Insurance arising out of the
16 Contractor's completed operations for at least three years following Substantial Completion
17 of the Work.

18

19 Such policy must provide the following minimum limits:

20	\$1,000,000	Each Occurrence
21	\$2,000,000	General Aggregate
22	\$2,000,000	Products & Completed Operations Aggregate
23	\$1,000,000	Personal & Advertising Injury each offence
24	\$1,000,000	Stop Gap / Employers' Liability each accident

25

26 **1-07.18(5)B Automobile Liability**

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

31

32 Such policy must provide the following minimum limit:

33	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

34

35 **1-07.18(5)C Workers' Compensation**

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

38

39 **1-07.18(5)E LHWCA Insurance**

40 *(January 4, 2016 APWA GSP)*

41

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

45

46 Such policy must provide the following minimum limits:

47	\$1,000,000	Bodily Injury by Accident – each accident
48	\$1,000,000	Bodily Injury by Disease – each employee
49	\$1,000,000	Bodily Injury by Disease – policy limits

50

51 **1-07.18(5)H Marine Pollution**

1 (January 4, 2016 APWA GSP)

2

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

7

8 Such policy must provide the following minimum limits, or statutory limits of liability as
9 applicable, whichever is higher:

10 \$1,000,000 per Occurrence

11

12 **1-08 PROSECUTION AND PROGRESS**

13

14 Add the following new section:

15

16 **1-08.0 Preliminary Matters**

17 (May 25, 2006 APWA GSP)

18

19 Add the following new section:

20

21 **1-08.0(2) Hours of Work**

22 (December 8, 2014 APWA GSP)

23

24 Except in the case of emergency or unless otherwise approved by the Engineer, the
25 normal working hours for the Contract shall be any consecutive 8-hour period between
26 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
27 Contractor desires different than the normal working hours stated above, the request
28 must be submitted in writing prior to the preconstruction conference, subject to the
29 provisions below. The working hours for the Contract shall be established at or prior to
30 the preconstruction conference.

31

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

34

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

40

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

- 43 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
44 Agency for the costs in excess of straight-time costs for Contracting Agency
45 representatives who worked during such times. (The Engineer may require
46 designated representatives to be present during the work. Representatives who
47 may be deemed necessary by the Engineer include, but are not limited to: survey
48 crews; personnel from the Contracting Agency's material testing lab; inspectors;

- 1 and other Contracting Agency employees or third party consultants when, in the
2 opinion of the Engineer, such work necessitates their presence.)
- 3 2. Considering the work performed on Saturdays, Sundays, and holidays as working
4 days with regard to the contract time.
- 5 3. Considering multiple work shifts as multiple working days with respect to contract
6 time even though the multiple shifts occur in a single 24-hour period.
- 7 4. If a 4-10 work schedule is requested and approved the non working day for the
8 week will be charged as a working day.
- 9 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
10 recorded properly on certified payroll

11
12 **1-08.1 Subcontracting**
13 *(December 30, 2022 APWA GSP, Option A)*

14
15 Section 1-08.1 is supplemented with the following:
16

17 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
18 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
19 agreement between the Contractor and the subcontractor or between the subcontractor
20 and any lower tier subcontractor has been executed. This certification shall also
21 guarantee that these subcontract agreements include all the documents required by the
22 Special Provision Federal Agency Inspection.

23
24 A subcontractor or lower tier subcontractor will not be permitted to perform any work
25 under the contract until the following documents have been completed and submitted to
26 the Engineer:

- 27
- 28 1. Request to Sublet Work (WSDOT Form 421-012), and
 - 29
 - 30 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-
31 aid Projects (WSDOT Form 420-004).
 - 32

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

37
38 The Contractor's records pertaining to the requirements of this Special Provision shall be
39 open to inspection or audit by representatives of the Contracting Agency during the life of
40 the contract and for a period of not less than three years after the date of acceptance of
41 the contract. The Contractor shall retain these records for that period. The Contractor
42 shall also guarantee that these records of all subcontractors and lower tier
43 subcontractors shall be available and open to similar inspection or audit for the same
44 time period.

45

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

33
34
35 **1-08.9 Liquidated Damages**
36 *(March 3, 2021 APWA GSP, Option A)*

37
38 Replace Section 1-08.9 with the following:

39
40 Time is of the essence of the Contract. Delays inconvenience the traveling public,
41 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
42 Delays also cost tax payers undue sums of money, adding time needed for
43 administration, engineering, inspection, and supervision.

44
45 Accordingly, the Contractor agrees:

- 46
47 1. To pay liquidated damages in the amount of *** \$5,230 *** for each working
48 day beyond the number of working days established for Physical Completion,
49 and
50
51 2. To authorize the Engineer to deduct these liquidated damages from any
52 money due or coming due to the Contractor.

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

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

1-09 Measurement and Payment

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(July 8, 2024 APWA GSP, Option A)

Supplement this section with the following:

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

Retainage

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

(June 27, 2011)

Vacant

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

1 For the convenience of the parties to the Contract it is mutually agreed by the parties that
2 all claims or causes of action which the Contractor has against the Contracting Agency
3 arising from the Contract shall be brought within 180 calendar days from the date of final
4 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
5 agreed that all such claims or causes of action shall be brought only in the Superior Court
6 of the county where the Contracting Agency headquarters is located, provided that where
7 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
8 The parties understand and agree that the Contractor's failure to bring suit within the time
9 period provided, shall be a complete bar to all such claims or causes of action. It is further
10 mutually agreed by the parties that when claims or causes of action which the Contractor
11 asserts against the Contracting Agency arising from the Contract are filed with the
12 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency
13 to have timely access to all records deemed necessary by the Contracting Agency to assist
14 in evaluating the claims or action.

15

16 **1-09.13 Claims Resolution**

17

18

19 **1-09.13(1) General**

20 *(January 19, 2022 APWA GSP)*

21

22 Revise this section to read:

23

24 Prior to seeking claims resolution through arbitration or litigation, the Contractor shall
25 proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-
26 04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's
27 right to seek claim resolution through binding arbitration or litigation.

28

29 Any claims or causes of action which the Contractor has against the Contracting Agency
30 arising from the Contract shall be resolved, as prescribed herein, through binding
31 arbitration or litigation.

32

33 The Contractor and the Contracting Agency mutually agree that those claims or causes of
34 action which total \$1,000,000 or less, which are not resolved by mediation, shall be
35 resolved through litigation unless the parties mutually agree in writing to resolve the claim
36 through binding arbitration.

37

38 The Contractor and the Contracting Agency mutually agree that those claims or causes of
39 action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved
40 through litigation unless the parties mutually agree in writing to resolve the claim through
41 binding arbitration.

42

43 **1-09.13(3)A Arbitration General**

44 *(January 19, 2022 APWA GSP)*

45

46 Revise the third paragraph to read:

47

48 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
49 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
50 the Superior Court of the county in which the Contracting Agency's headquarters is
51 located, provided that where claims subject to arbitration are asserted against a county,

1 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of
2 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
3 use the Contract as a basis for decisions.

4

5 **1-09.13(4) Venue for Litigation**
6 *(December 30, 2022 APWA GSP)*

7

8 Revise this section to read:

9

10 Litigation shall be brought in the Superior Court of the county in which the Contracting
11 Agency's headquarters is located, provided that where claims are asserted against a
12 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
13 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
14 Contracting Agency to have timely access to all records deemed necessary by the
15 Contracting Agency to assist in evaluating the claims or action.

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**Division 8
Miscellaneous Construction**

Section 8-19 is replaced with the following:

8-19 Unanticipated Repairs
(May 13, 2036 SkagitF)

8-19.1 Construction Requirements

This item consists of additional work required to repair components of the apron flap system that were unforeseen prior to the start of the project. An estimated amount has been included in the bid proposal to provide a common basis for all bidders. If no additional apron flap repair work is required, Skagit County shall not be invoiced. If additional work is required, the Contractor shall issue a CFR. The Owner and Contractor shall negotiate the scope and fee prior to performing the work, and the Owner shall approve the negotiated scope and fee before authorizing the Contractor to proceed.

8-19.5 Payment

Payment for unanticipated work performed during construction will be made using the below listed estimated bid items when they are included in the proposal:

“Unanticipated Repairs”, estimated per dollar.

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**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:
Mandatory Bidder Checklist – Informational Only
- APPENDIX E:
Plans

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:	Apron Flap Replacement Project
Project Number:	#FETM25-1
Bid Opening Date & Time:	June 15, 2026 @ 1:00 pm
Effective Date for Washington State Prevailing Wage Rates: <i>Note: The contractor shall be responsible for obtaining the correct rates if the rates are modified prior to bid opening, or the bid opening is rescheduled.</i>	June 15, 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 County

Washington State Prevailing wage rates can be found at:

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

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

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

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

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

APPENDIX B

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 _____ 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 2026 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 _____

Apron Flap Replacement Project #FETM25-1

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

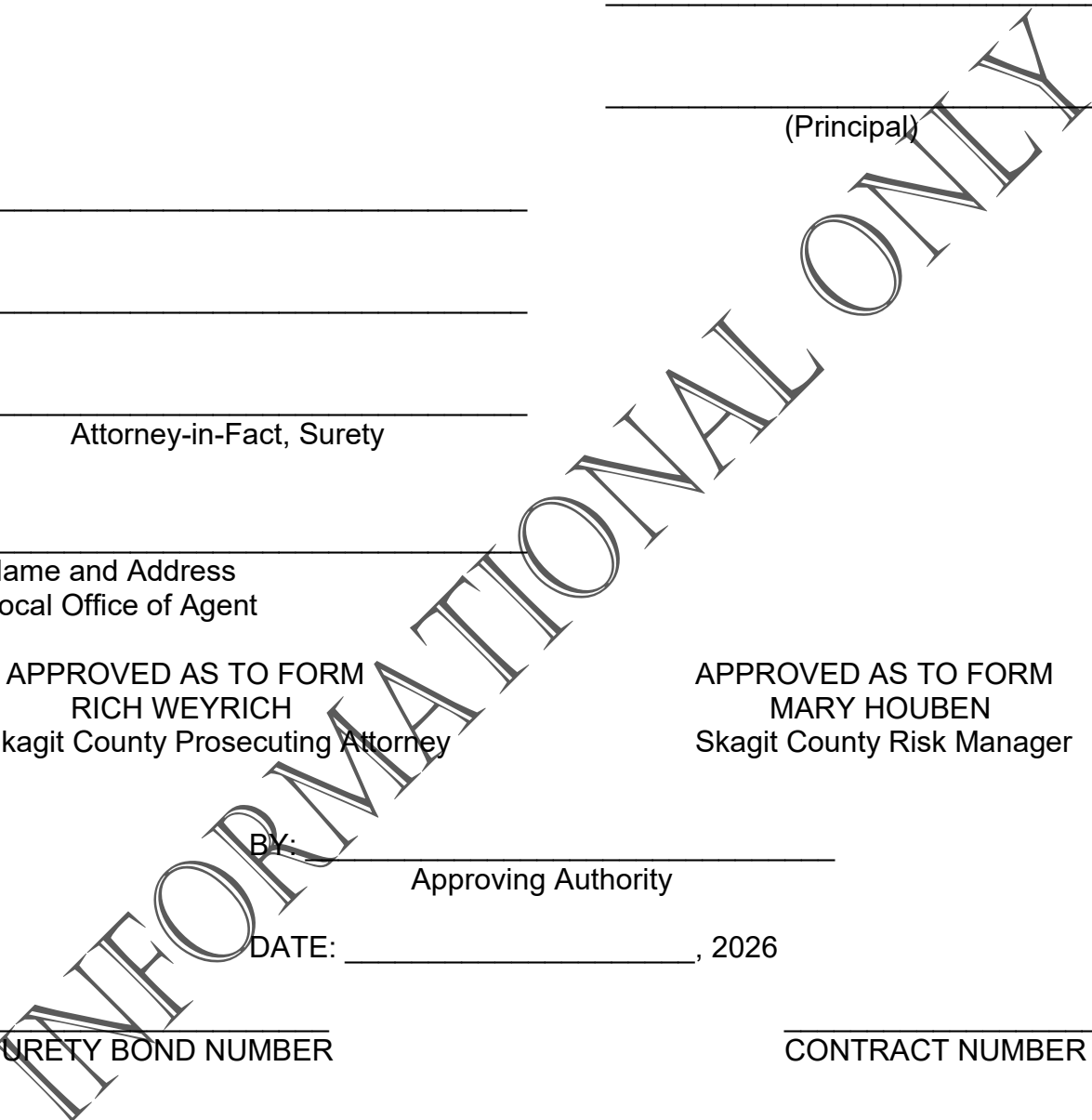
APPROVED AS TO FORM
MARY HOUBEN
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2026

SURETY BOND NUMBER

CONTRACT NUMBER



APPENDIX C

Proposal Forms - Informational Only

Proposal for Bidding Purposes

APRON FLAP REPLACEMENT PROJECT #FETM25-1

Bid Opening: June 15, 2026 @ 1:00 pm

SKAGIT COUNTY PUBLIC WORKS

Must be an approved contractor on the Municipal Research and Services Center (MRSC) Roster in order to Bid this project:

<http://www.mrscrosters.org>



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

PROPOSAL

**APRON FLAP REPLACEMENT
PROJECT #FETM25-1**

Skagit County, Washington

Bid Opening: June 15, 2026, 1:00 p.m.

MUST BE AN APPROVED CONTRACTOR ON MRSC ROSTER IN ORDER TO BID THIS PROJECT: <http://www.mrscrosters.org>

All bid envelopes must be clearly marked on the outside, **“Sealed Bid, Apron Flap Replacement”**

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, June 15, 2026. The bids will be publicly opened and read after 1:00 p.m. on this date. Attendance at meetings will be in-person.

**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:

APRON FLAP REPLACEMENT PROJECT #FETM25-1

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	QTY	Unit of Measure	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	\$ _____ . ____	\$ _____ . ____
2	DEMOLITION	1.00	LS	\$ _____ . ____	\$ _____ . ____
3	COLLECT / TRANSPORT OWNER FURNISHED MATERIALS	1.00	LS	\$ _____ . ____	\$ _____ . ____
4	INSTALL APRON FLAPS AND MARINE SIGNAL LIGHTS	1.00	LS	\$ _____ . ____	\$ _____ . ____
5	DEMOBILIZATION AND CLEANUP	1.00	LS	\$ _____ . ____	\$ _____ . ____
6	UNANTICIPATED REPAIRS	1.00	LS	\$ _____ <u>1.00</u>	\$ _____ <u>8,000.00</u>
TOTAL BID					\$ _____ . ____

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

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. _____

Project Contact Name & Phone # _____

Note:

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

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:

APRON FLAP REPLACEMENT PROJECT #FETM25-1

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 have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

MUST ACCOMPANY EACH BID



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**May 21, 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
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/>

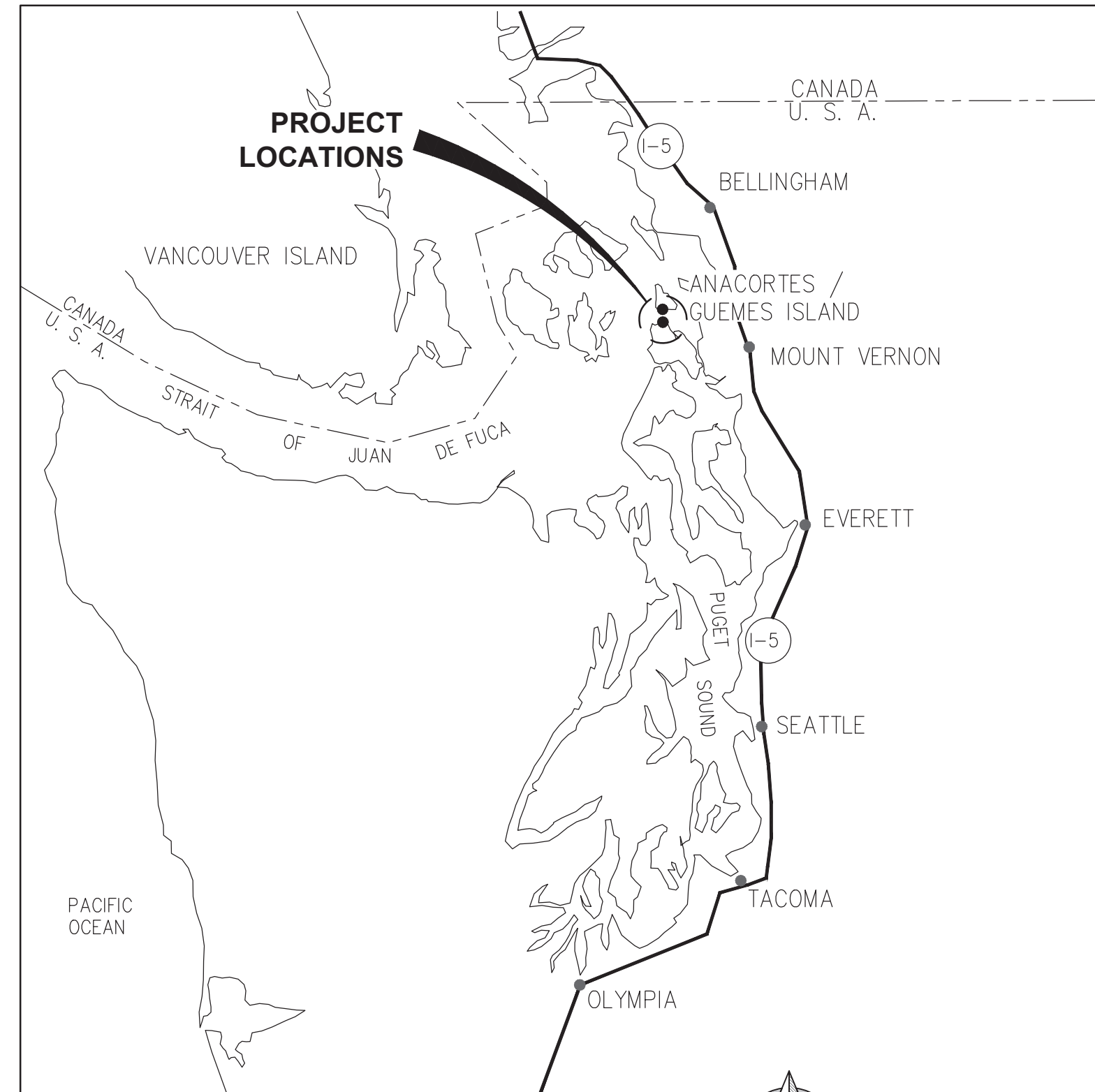
TO BE VERIFIED BY SKAGIT COUNTY Mandatory Bidder Responsibility Checklist

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

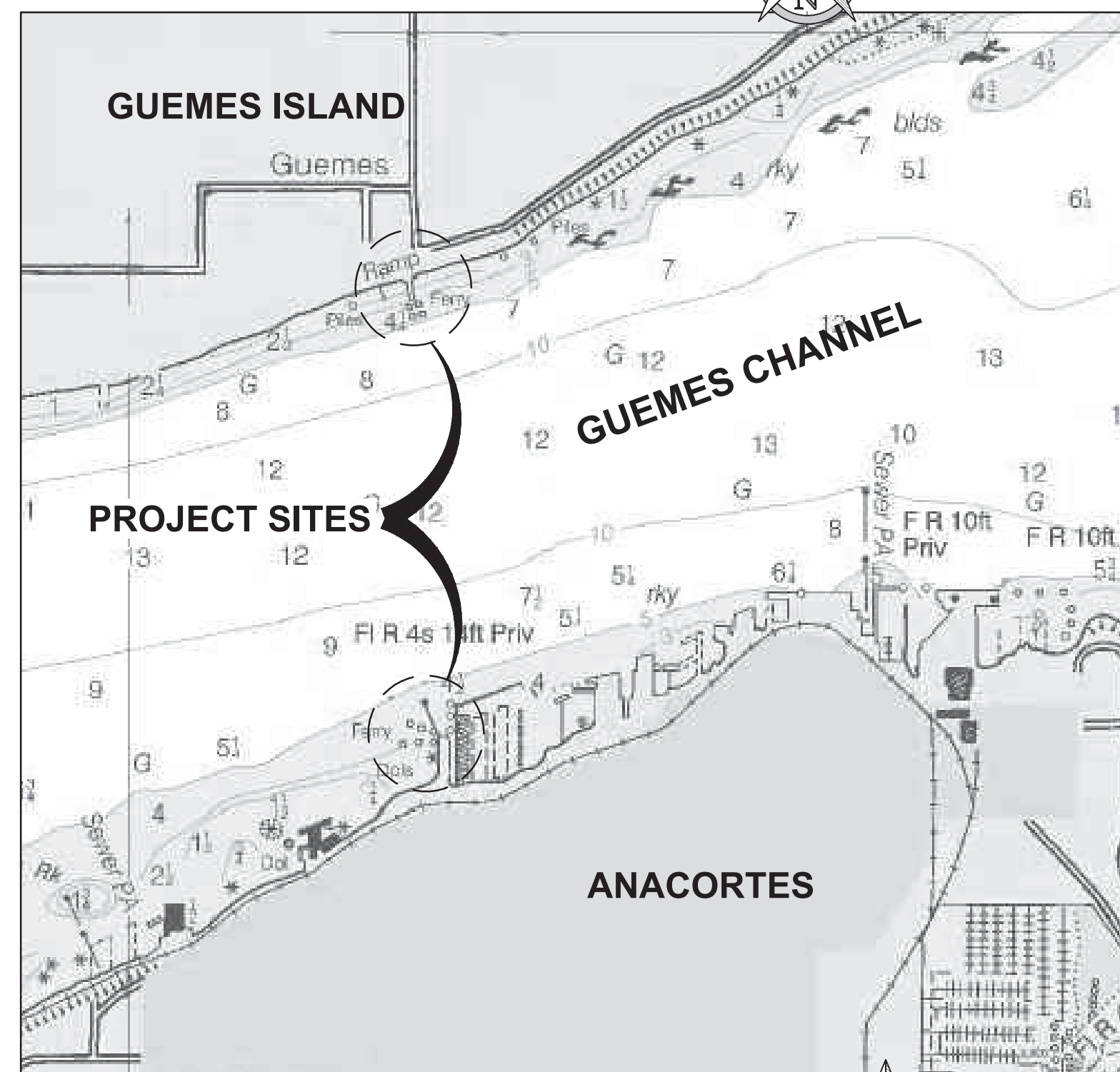
General Information	
Project Name:	Project Number:
Bidders Business Name:	Bid Submittal Deadline:
Contractor Registration - Lnl Verify a Contractor	
License Number:	Status: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):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

APPENDIX E
PLANS

ANACORTES / GUEMES ISLAND FERRY APRON FLAPS



VICINITY MAP
NTS



LOCATION MAP NTS



SKAGIT COUNTY OFFICIALS

SKAGIT COUNTY COMMISSIONERS:

- LISA JANICKI
- PETER BROWNING
- RON WESEN

PUBLIC WORKS DIRECTOR:

- MICHAEL SEE

COUNTY ENGINEER:

- THOMAS WELLER, P.E.

PLAN SHEET INDEX

SHEET	TITLE
1	TITLE SHEET AND PROJECT INFORMATION
2	SITE PLANS
3	EXISTING AND DEMOLITION PLAN AND DETAILS
4	INSTALLATION DETAILS AND PHOTOS
5	MARINE SIGNAL LIGHTS
6	GENERAL NOTES

APPLICABLE CODES:

All local codes plus the following are part of these General Notes.
 AWS D1.1 – Current edition
 ASTM Specifications – Current edition
 AISC ASD – Current edition

**SKAGIT COUNTY
PUBLIC WORKS**
 1800 CONTINENTAL PLACE
 MOUNT VERNON, WA 98273-5625
 (360) 336-8400 FAX (360) 336 9478



NO.	REVISIONS	DATE



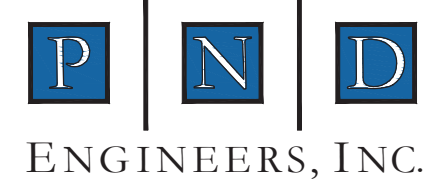
PROJECT NO.: N/A	DRAWN BY: WL
FED. AID NO.: N/A	APPROVED BY:
DESIGNED BY: JDO	CHECKED BY: TWB

ISSUED FOR BID

ANACORTES / GUEMES ISLAND
FERRY APRON FLAPS

TITLE SHEET
AND PROJECT INFORMATION

SHEET
1 of 6



3240 Eastlake Avenue E
 Seattle, Washington 98102
 P: 206.624.1387
 www.pndengineers.com

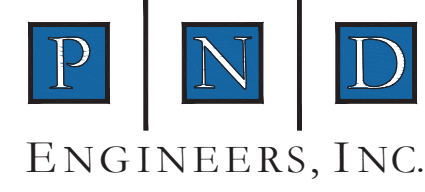
DIGITAL SIGNATURE:

THIS DRAWING SET WAS CREATED AS AN ELECTRONIC DOCUMENT. IF THE ELECTRONIC DOCUMENT DOES NOT INCLUDE A VERIFIABLE DIGITAL SIGNATURE IN THE BOX ABOVE, PLEASE CONTACT THE ENGINEER OF RECORD FOR THE ORIGINAL CERTIFIED ELECTRONIC DOCUMENT.

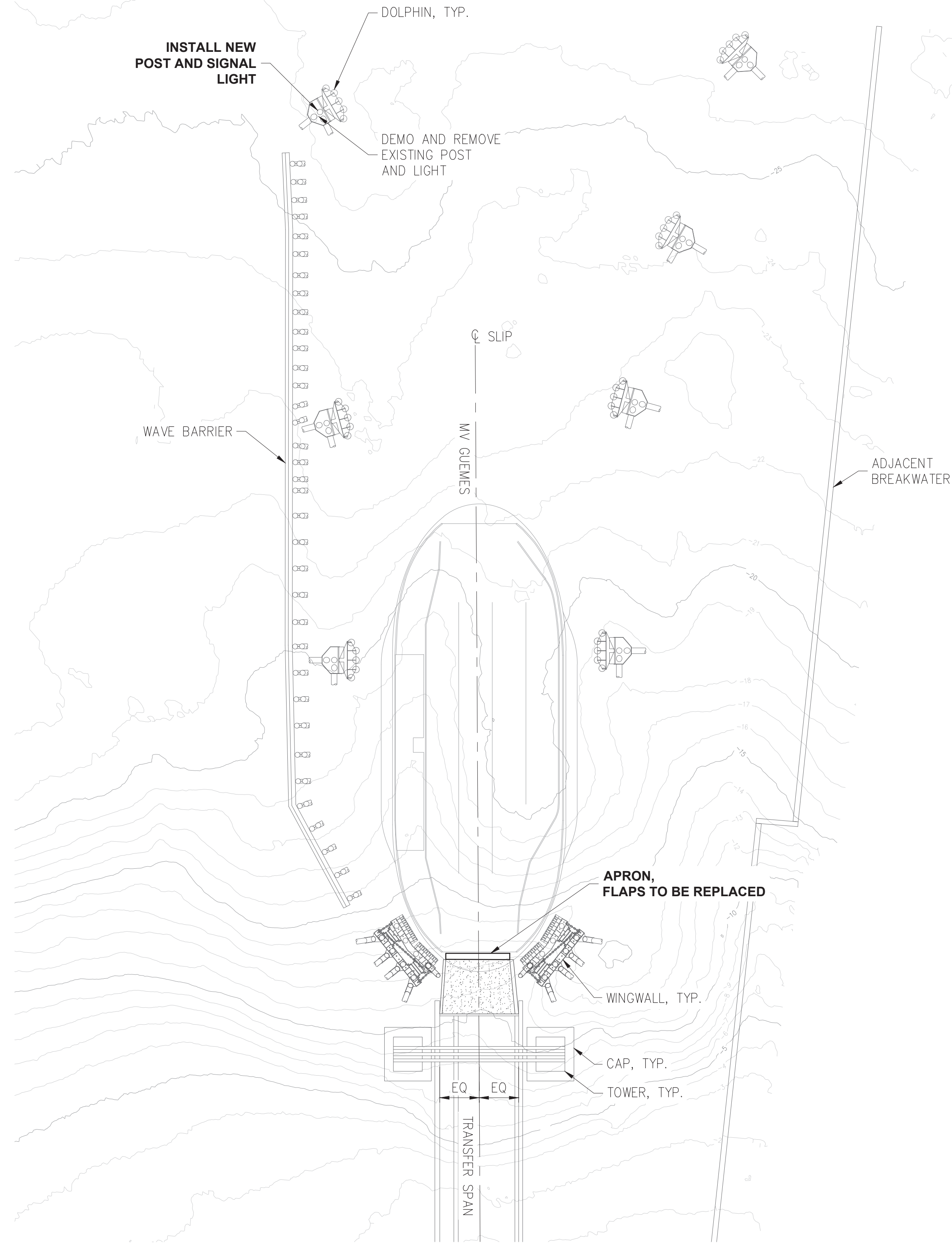


Know what's **below**
Call before you dig.
 Determina lo que está **bajo tierra**
Llama antes de excavar.

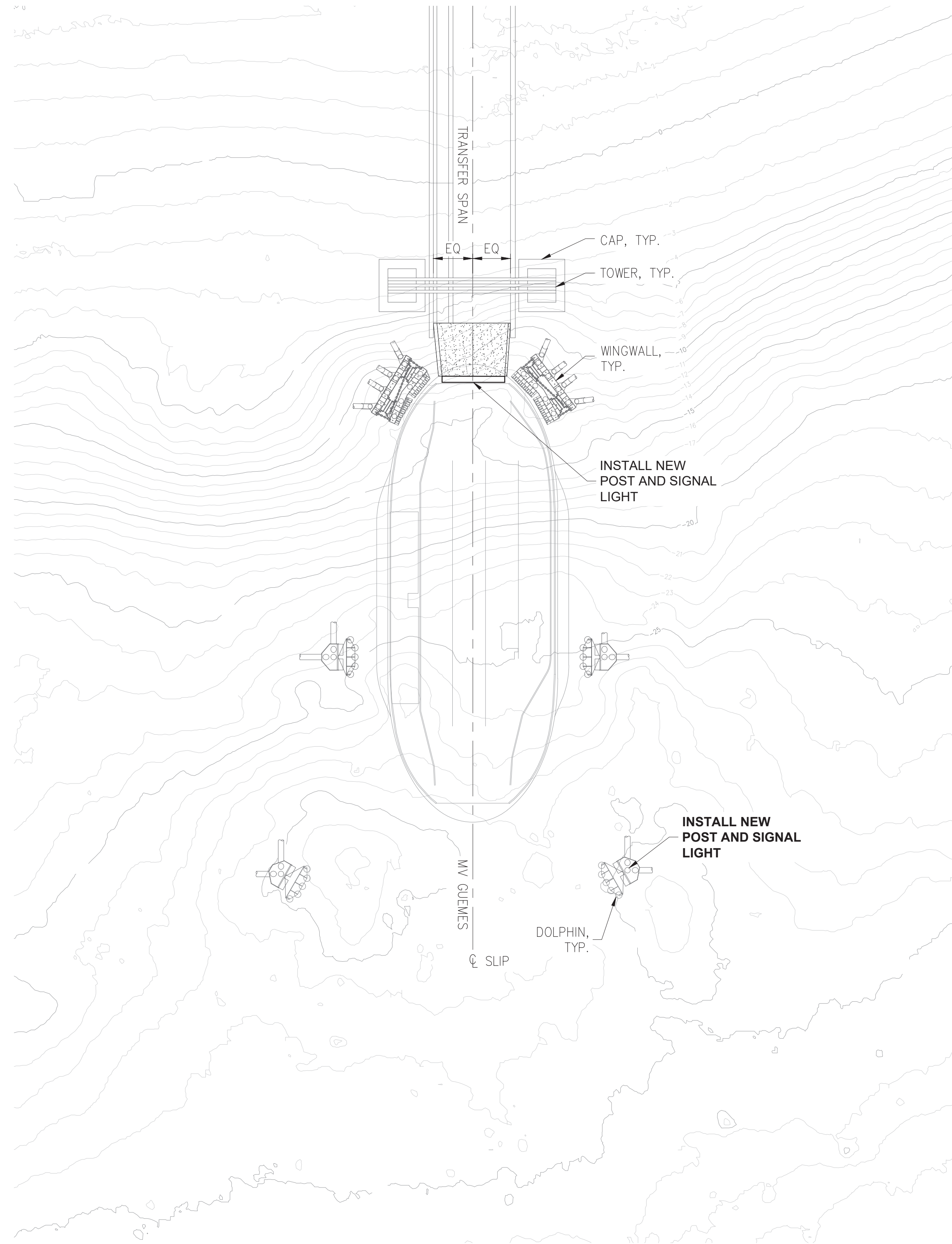
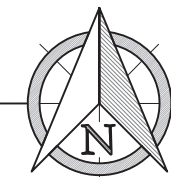
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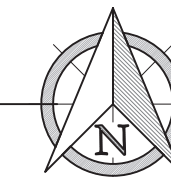
3240 Eastlake Avenue E
 Seattle, Washington 98102
 P: 206.624.1387
 www.pndengineers.com



ANACORTES PLAN



GUEMES PLAN



ISSUED FOR BID

**ANACORTES / GUEMES ISLAND
 FERRY APRON FLAPS**

SITE PLANS

PROJECT NO.:

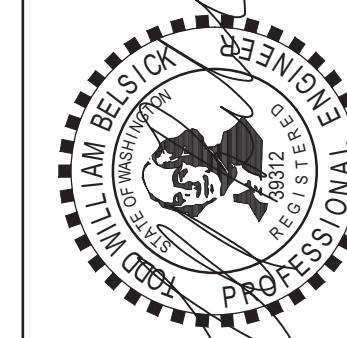
FED. AID NO.: N/A

DESIGNED BY: JDO

CHECKED BY: TWB

DRAWN BY: WL

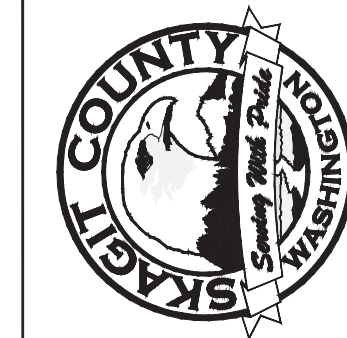
APPROVED BY:



NO. 12272025

NO.	REVISIONS	DATE

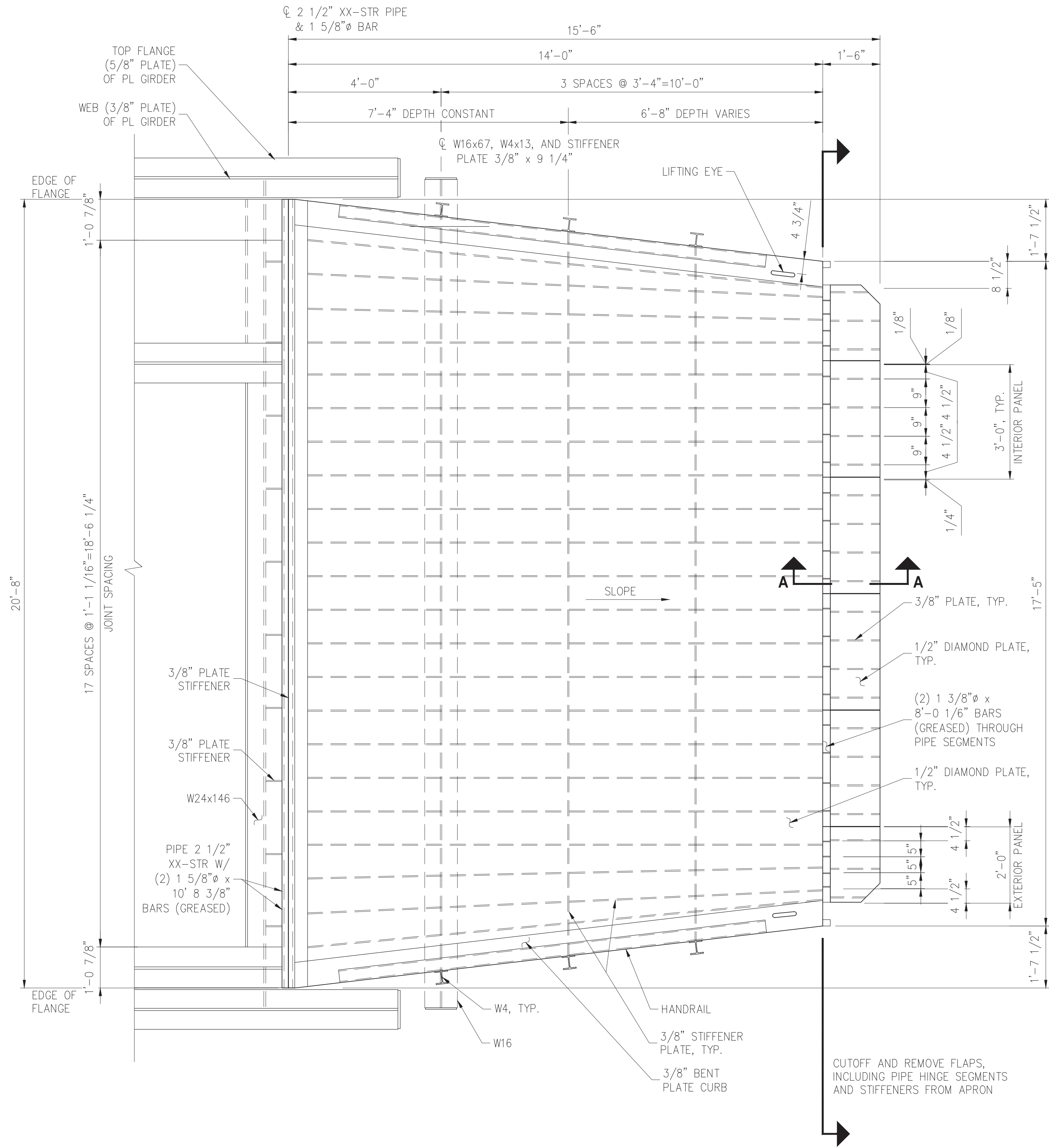
**SKAGIT COUNTY
 PUBLIC WORKS**
 1800 CONTINENTAL PLACE
 MOUNT VERNON, WA 98273-5625
 (360) 336-9400 FAX (360) 336 9478



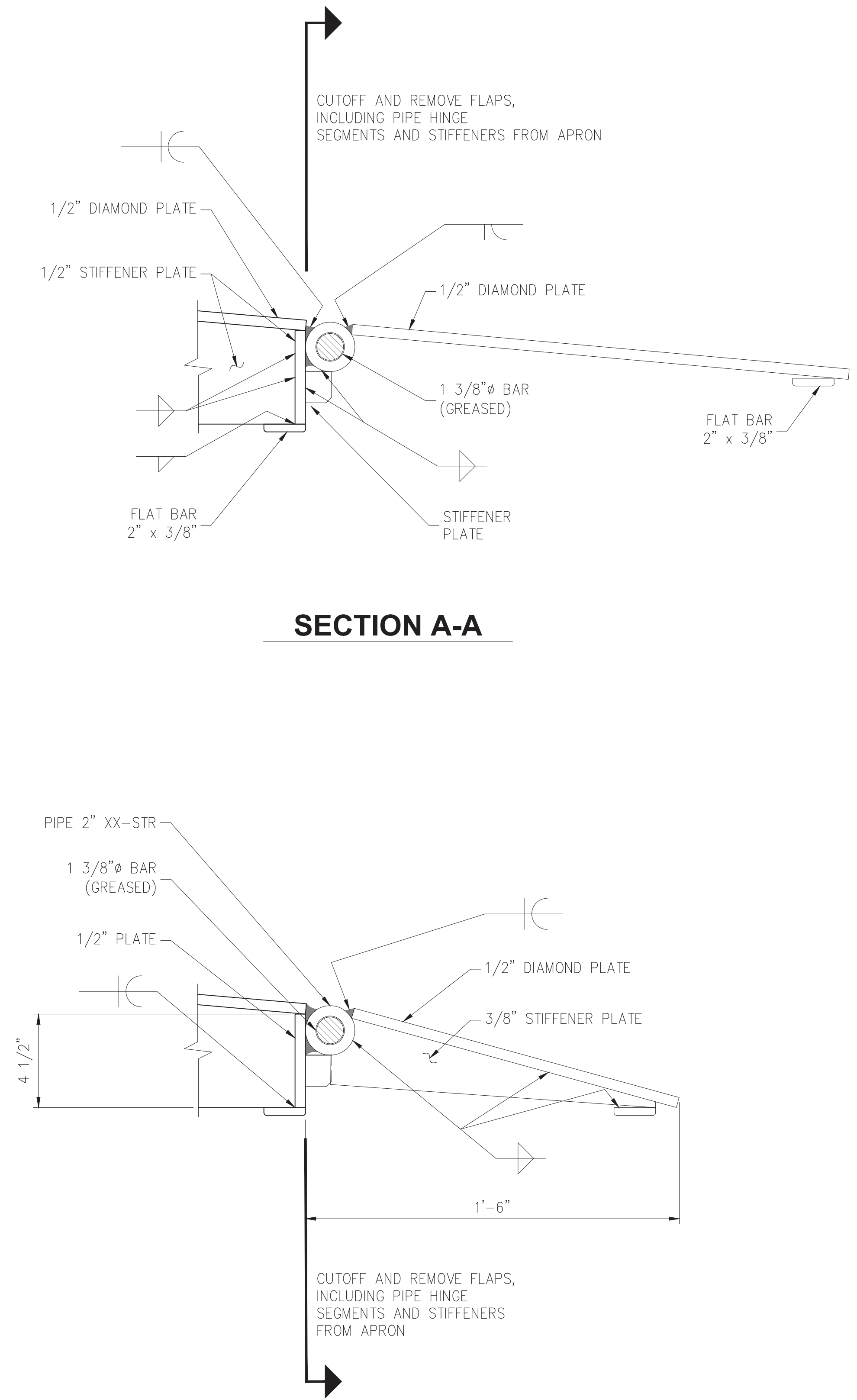
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3240 Eastlake Avenue E
Seattle, Washington 98102
P: 206.624.1387
www.pndengineers.com



PLAN



DETAIL

ISSUED FOR BID

**ANACORTES / GUEMES ISLAND
FERRY APRON FLAPS**

**EXISTING AND DEMOLITION
PLAN AND DETAILS**

SHEET
3 of 6

PROJECT NO.:
FED. AID NO.: N/A
DESIGNED BY: JDO
CHECKED BY: TWB

DATE

REVISIONS

NO.

12/23/2025

**SKAGIT COUNTY
PUBLIC WORKS**
 1800 CONTINENTAL PLACE
 MOUNT VERNON, WA 98273-5625
 (360) 336-8400 FAX (360) 336 9478



EXISTING PHOTO 1



EXISTING PHOTO 2



EXISTING PHOTO 3



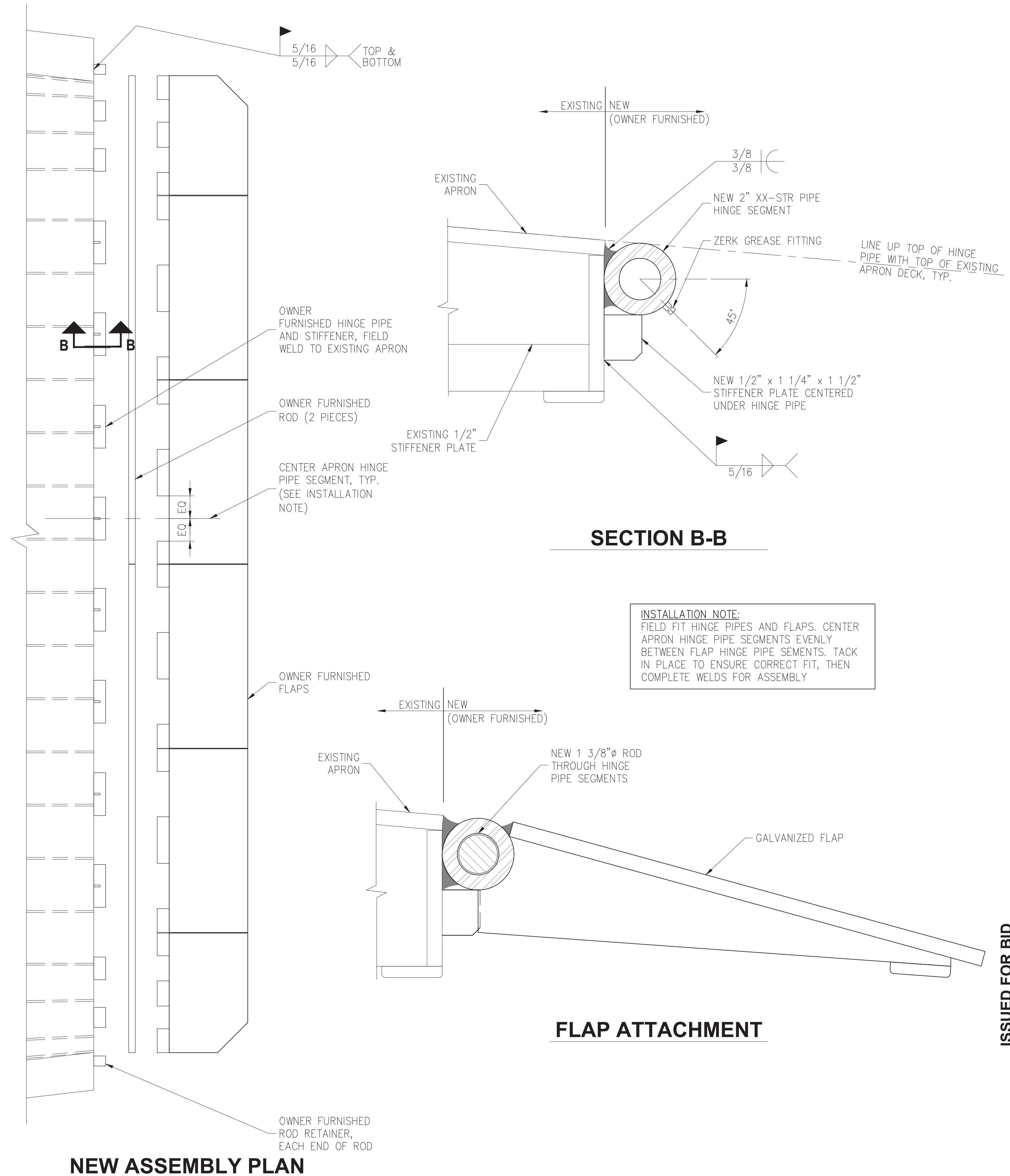
EXISTING PHOTO 4



EXISTING PHOTO 5



EXISTING PHOTO 6



INSTALLATION NOTE:
FIELD FIT HINGE PIPES AND FLAPS. CENTER APRON HINGE PIPE SEGMENTS EVENLY BETWEEN FLAP HINGE PIPE SEGMENTS. TACK IN PLACE TO ENSURE CORRECT FIT, THEN COMPLETE WELDS FOR ASSEMBLY

11/28/2025 12:36 PM K:\2024\244049.01 Guemes Ferry Apron Flaps\FB\244049.01-04.dwg

NO.	REVISIONS	DATE



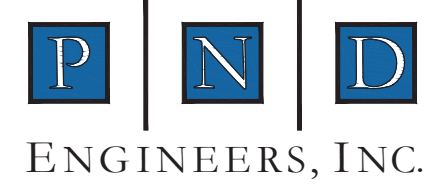
PROJECT NO.:	FED. AID NO.:	DESIGNED BY:	CHECKED BY:
N/A	N/A	JDO	TWB
DRAWN BY: WL		APPROVED BY:	

ISSUED FOR BID

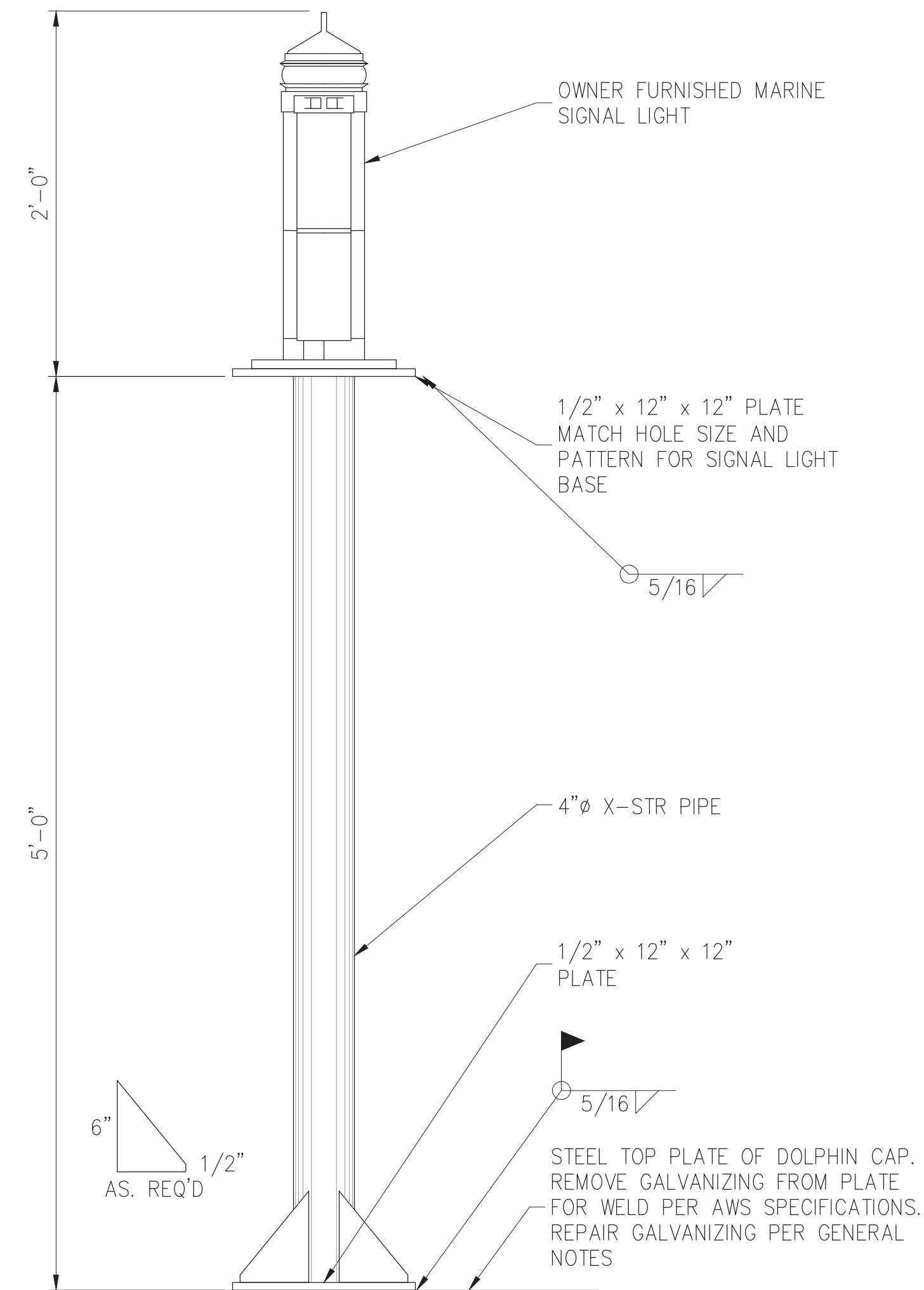
ANACORTES / GUEMES ISLAND FERRY APRON FLAPS

INSTALLATION DETAILS AND PHOTOS

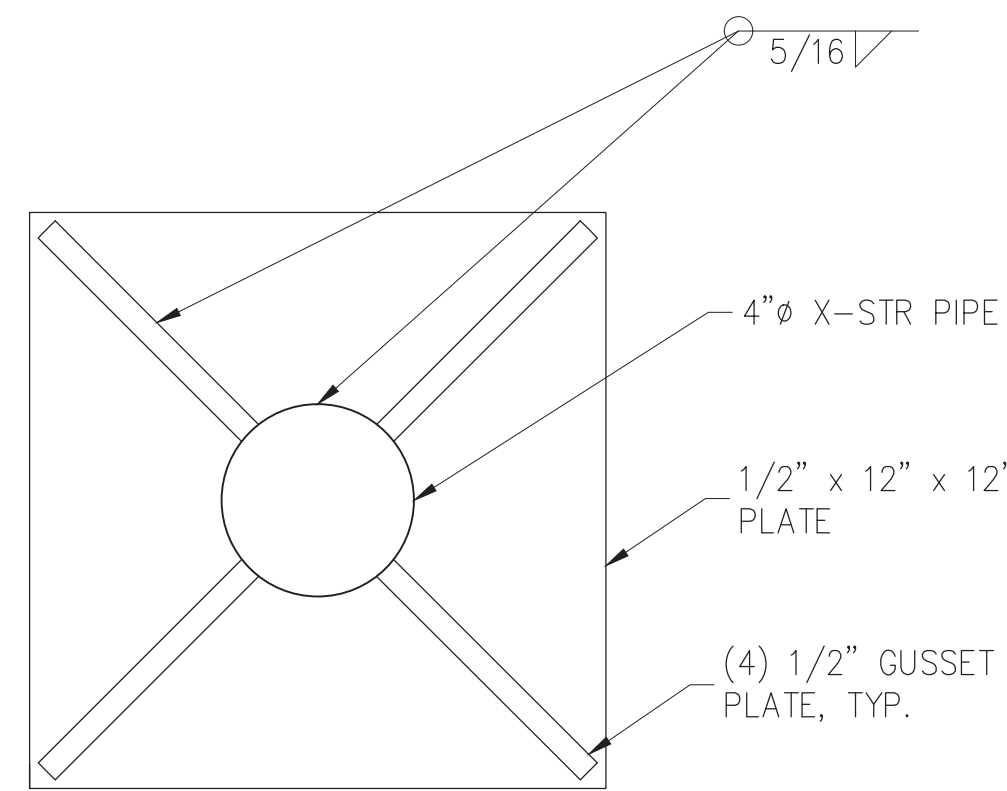
12/16/2025 4:00 PM K:\2024\244049.01 Guemes Ferry Apron Flaps\FB\244049.01-05.dwg



3240 Eastlake Avenue E
Seattle, Washington 98102
P: 206.624.1387
www.pndengineers.com



SECTION

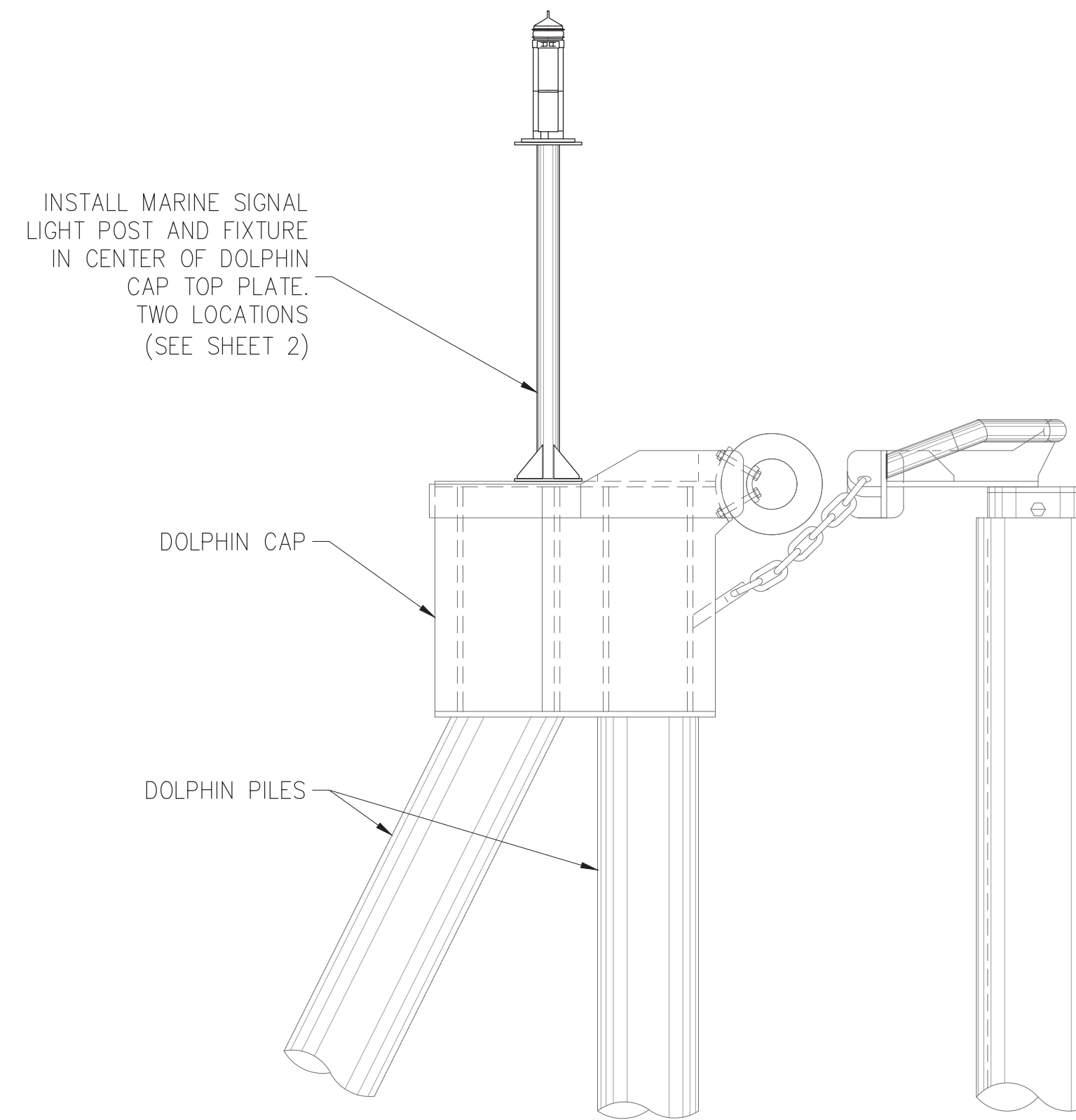


PLAN

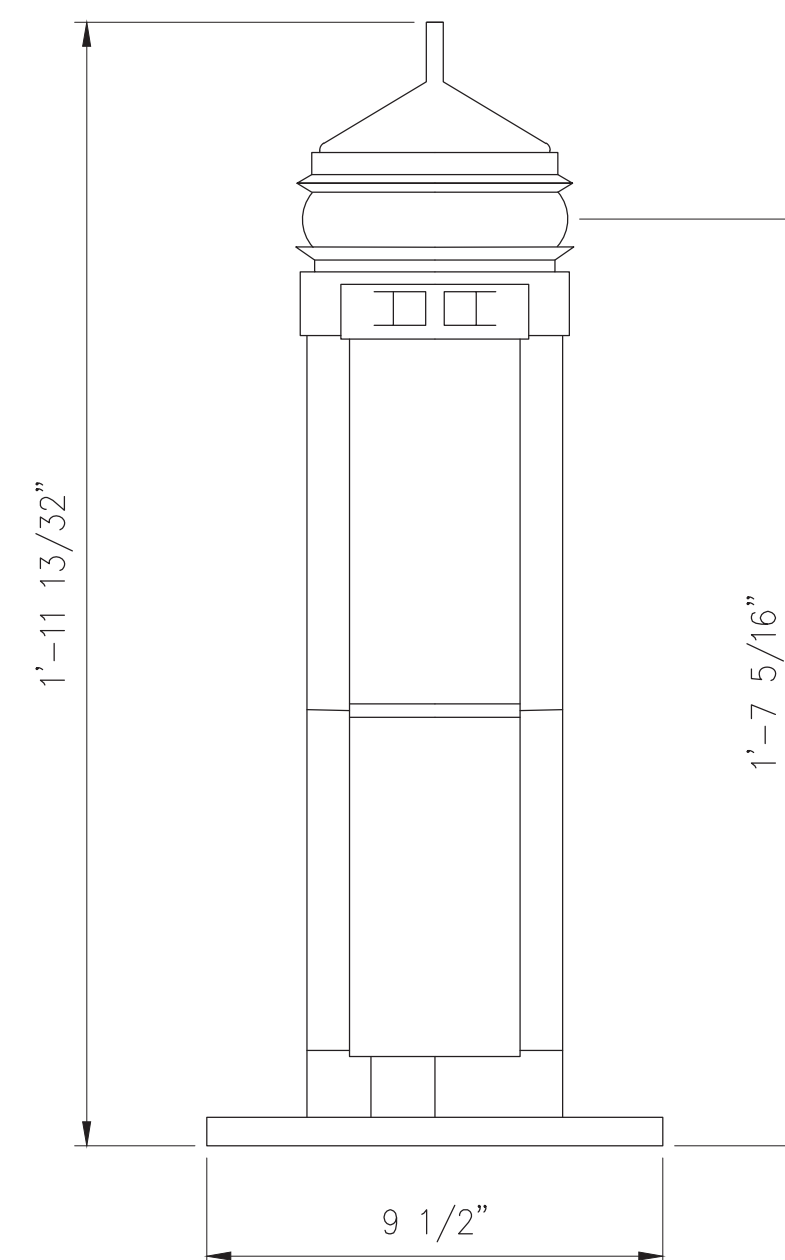
ASSEMBLY DETAILS

(GALVANIZED AFTER FABRICATION)

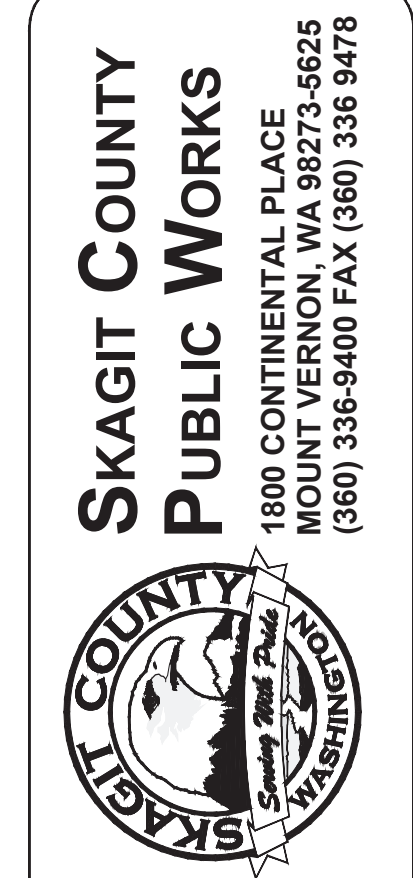
MARINE SIGNAL LIGHT
PHAROS MARINE AUTOMATIC POWER PMAPI-SC35
<https://www.automaticpower.com/products/item/>
MODEL NUMBER: SC35-LS2-Y-00



INSTALLATION ON DOLPHIN CAP



OWNER FURNISH EQUIPMENT



NO.	REVISIONS	DATE



PROJECT NO.:	FED. AID NO.:	DESIGNED BY:	CHECKED BY:
N/A	N/A	JDO	TWB
DRAWN BY:	APPROVED BY:		
WL			

ISSUED FOR BID

**ANACORTES / GUEMES ISLAND
FERRY APRON FLAPS**

MARINE SIGNAL LIGHTS

GENERAL NOTES

DESCRIPTION OF WORK:

DRAWINGS PROVIDED ARE FOR REFERENCE ONLY AND NOT FOR CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND PROVIDE ALL MATERIALS (WITH THE EXCEPTION OF OWNER FURNISHED MATERIALS) NECESSARY TO COMPLETE THE WORK. CONTRACTOR IS REQUIRED TO SUBMIT A CONTAINMENT PLAN IN ACCORDANCE WITH SKAGIT COUNTY HYDRAULIC PROJECT APPROVAL (HPA).

THE WORK UNDER THIS CONTRACT IS TO FURNISH LABOR, EQUIPMENT AND CONSUMABLES AS REQUIRED TO COMPLETE THE CONTRACT WORK, WHICH GENERALLY INCLUDES THE FOLLOWING:

1. PREPARE REQUIRED SUBMITTALS (SPECIFIC SUBMITTALS, AT A MINIMUM, LISTED HERE):
 - a. MEANS AND METHODS FOR DEMOLITION AND INSTALLATION
 - b. SITE SPECIFIC SAFETY PLAN
 - c. DEMOLITION PLAN
 - d. WELD MATERIALS
 - e. WELD PROCEDURES
 - f. WELDER CERTIFICATIONS
 - g. CONTAINMENT PLAN
 - h. HOT WORK PERMIT, IF REQUIRED
2. MOBILIZE TO THE SITE.
3. TAKE POSSESSION OF OWNER FURNISHED MATERIALS:
 - a. (8) 36*+/- LONG FLAP ASSEMBLIES (GALVANIZED)
 - b. (4) 24*+/- LONG FLAP ASSEMBLIES (GALVANIZED)
 - c. (16) 8-1/2*+/- LONG HINGE PIPE SEGMENTS (BARE)
 - d. (8) 4-1/2*+/- LONG HINGE PIPE SEGMENTS (BARE)
 - e. (16) 1/2"x 1-1/4"x 1-1/2" FLATBAR STIFFENERS (BARE)
 - f. (4) 98*+/- LONG 1-3/8" DIAMETER SOLID STEEL BAR (BARE)
 - g. (4) 1/2"x 2"x 2" PIN RETAINERS
 - h. MACHINE GREASE
 - i. (2) MARINE SIGNAL LIGHTS
 - j. (2) SIGNAL LIGHT MOUNTING POSTS
4. REMOVE EXISTING FLAPS AND HINGE PIPES FROM APRONS AT EACH TERMINAL. ALL DEMOLISHED MATERIAL SHALL BE REMOVED FROM THE SITE FOR RECYCLING AND/OR DISPOSAL, AS APPROPRIATE.
5. INSTALL NEW HINGE PIPE SEGMENTS, STIFFENERS, FLAP ASSEMBLIES, PIN RODS, PIN RETAINERS AND MACHINE GREASE ON THE APRONS OF EACH TERMINAL.
6. ALL DEMOLITION AND INSTALLATION WORK WILL OCCUR DURING SCHEDULED SHUTDOWN PERIOD AT EACH TERMINAL. COORDINATE SHUTDOWN PERIOD WITH SKAGIT COUNTY. ALL WORK AT EACH TERMINAL SHALL BE COMPLETED IN A SINGLE WORK SHIFT, AND FULLY OPERATIONAL WHEN SHUTDOWN PERIOD ENDS AND FERRY OPERATIONS COMMENCE.
7. DEMOBILIZE EQUIPMENT, LABOR, TEMPORARY FACILITIES AND UNUSED MATERIALS FROM THE SITE.

DEMOLITION:

DEMOLITION WILL INCLUDE CUTOFF AND REMOVAL OF THE WELDED HINGE SEGMENTS ALONG THE FRONT OF THE EXISTING APRONS. THE FRONT EDGE OF THE APRON FACE SHALL BE GROUND SMOOTH TO REMOVE ALL OLD WELD MATERIAL, RUST AND CORROSION, AND OTHER COATINGS OR CONTAMINANTS TO ENSURE A SMOOTH, FRESH BARE STEEL SURFACE FOR INSTALLATION OF NEW COMPONENTS.

THE APRON STRUCTURES, WINGWALLS, MOORING SYSTEMS, ETC., INCLUDING ANY SURFACE COATINGS SHALL BE PROTECTED FROM DAMAGE, GRIME AND DEBRIS DURING ALL CONSTRUCTION OPERATIONS. CONTRACTOR SHALL FURNISH, UTILIZE AND MAINTAIN APPROPRIATE MATERIALS TO PROTECT TERMINAL COMPONENTS FROM DAMAGE AND STAINING DURING ALL WORK. SAFETY PLAN SHALL INCLUDE HOT WORK PLAN AND PROTECTION OF THE TERMINALS DURING ALL WORK.

ALL DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED IN AN APPROPRIATE AND APPROVED MANNER. THE TERMINAL APRONS, RAMPS, AND OTHER STRUCTURAL COMPONENTS SHALL BE CLEANED OF ALL DEBRIS, GRIME AND DUST, GENERATED AS PART OF THE PROJECT.

WELDING:

DESCRIPTION OF WORK:

1. PROVIDE THE WELDING MATERIALS AND METHODS FOR SHOP AND FIELD WELDING.
2. PROVIDE QUALIFICATION TESTING OF PERSONNEL AND PROCEDURES.
3. PROVIDE WELDING INSPECTION AND NDT.
4. PROVIDE COORDINATION, ACCESS, AND MATERIAL HANDLING FOR THE WELDING INSPECTOR.

SUBMITTALS

-THE FOLLOWING SHALL BE SUBMITTED FOR APPROVAL PRIOR TO ANY WELDING:

1. WELDER QUALIFICATIONS/CERTIFICATES.
2. WELDING PROCEDURE SPECIFICATIONS (WPSS) AND PROCEDURE QUALIFICATION RECORDS (PQRS).
3. ELECTRODE MANUFACTURER'S CERTIFICATIONS AND DATA SHEETS.
4. FABRICATION SHOP DRAWINGS. SHOP DRAWINGS SHALL REFERENCE THE WPS FOR EACH WELD DETAILED.
5. CERTIFICATE OF COMPLIANCE.
6. WELDING INSPECTION AND TEST REPORTS.

GOVERNING SPECIFICATIONS, CODES, AND STANDARDS:

1. AMERICAN WELDING SOCIETY, ANSI/AWS D1.1, "STRUCTURAL WELDING CODE – STEEL," REFERRED TO HEREFTER AS AWS D1.1.
2. AMERICAN WELDING SOCIETY, ANSI/AWS A5.
3. AMERICAN WELDING SOCIETY –AWS D19.0, "WELDING ZINC-COATED STEEL," REFERRED TO HEREFTER AS AWS D19.0.
4. ASTM A123 – HOT DIPPED GALVANIZING

QUALIFICATIONS:

1. WELDER QUALIFICATIONS: ALL WELDERS ARE REQUIRED TO BE CURRENTLY CERTIFIED BY AWS (AMERICAN WELDING SOCIETY) OR WABO (WASHINGTON ASSOCIATION OF BUILDING OFFICIALS) FOR STRUCTURAL WELDING. CONTRACTOR SHALL SUBMIT PROOF OF CERTIFICATION. WELDERS SHALL BE QUALIFIED FOR THE WELD TYPES AND POSITIONS TO BE WELDED.
2. THE CONTRACTOR SHALL SUBMIT ALL WELDING PROCEDURE SPECIFICATIONS (WPSS) TO BE USED ON THE PROJECT. FOR WPSS THAT ARE NOT PREQUALIFIED PER AWS D1.1 OR D1.2, THE SUPPORTING PROCEDURE QUALIFICATION RECORD (PQR) SHALL ALSO BE SUBMITTED WITH THE WPSS.
3. PROCEDURES AND WELDER QUALIFICATION TESTS SHALL BE WITNESSED BY AN AWS-CERTIFIED WELDING INSPECTOR APPROVED BY THE OWNER. ALL TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH AWS D1.1 AND D1.2.

CERTIFICATIONS:

1. THE CONTRACTOR SUPPLYING WELDING FILLER METAL AND SHIELDING GAS PRODUCTS SHALL SUBMIT COPIES OF ALL MANUFACTURERS' CERTIFICATIONS FOR ALL ELECTRODES, FLUXES, AND SHIELDING GASES TO BE USED. CERTIFICATIONS SHALL SATISFY THE APPLICABLE AWS A5 REQUIREMENTS. THE CONTRACTOR SHALL ALSO SUBMIT THE MANUFACTURER'S PRODUCT DATA SHEETS FOR ALL WELDING MATERIAL TO BE USED. THE DATA SHEETS SHALL DESCRIBE THE PRODUCT, LIMITATIONS OF USE, RECOMMENDED WELDING PARAMETERS, AND STORAGE AND EXPOSURE REQUIREMENTS, INCLUDING BAKING AND REBAKING, IF APPLICABLE.
2. CERTIFICATE OF COMPLIANCE: FOR ALL WELDING ELECTRODES USED ON THE PROJECT THE CONTRACTOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE. THE CERTIFICATE OF COMPLIANCE SHALL BE A LETTER STATING THAT THE CONTRACTOR HAS REVIEWED THE SUBMITTED MANUFACTURER'S CERTIFICATIONS AND TEST REPORTS, AND THAT THE MATERIALS BEING FURNISHED FOR THE PROJECT ARE IN CONFORMANCE WITH THE APPLICABLE STANDARDS, SPECIFICATIONS, AND PROJECT DOCUMENTS.

TESTING AND INSPECTION:

1. ALL WELDS SHALL BE VISUALLY INSPECTED TO COMPLY WITH THE VISUAL INSPECTION CRITERIA FOR STATICALLY LOADED NON-TUBULAR AND TUBULAR CONNECTIONS, PER AWS SECTION 6. ALL COMPLETE JOINT PENETRATION WELDS SHALL BE 100% ULTRASONIC TESTED BY A 3RD PARTY CERTIFIED WELD INSPECTOR TECHNICIAN (HIRED BY THE CONTRACTOR). NDT AND INSPECTION OF WELDS SHALL BE PERFORMED IN ACCORDANCE WITH THIS SECTION.
2. WHERE NOTED, NON-DESTRUCTIVELY TEST WELDS USING UT, RT, MT METHODS, PER AWS SECTION 6. ACCEPTANCE CRITERIA SHALL BE FOR NON-CYCLIC LOADING. WELDS FAILING SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, WHICH WILL ALSO INCLUDE ALL COSTS FOR RETESTING, TO ACHIEVE PASSING INSPECTION TEST.

VERIFICATION INSPECTION:

1. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT INSPECTION AND TESTING AGENCY TO PERFORM VERIFICATION INSPECTION AND TESTING ON ALL FIELD AND SHOP WELDING. THE CONTRACTOR'S SELECTION OF INDEPENDENT TESTING AGENCY SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. FIELD AND SHOP WELDING SHALL BE CONSIDERED ALL WELDING NOT PERFORMED AT THE MANUFACTURING PLANT OR STORAGE YARD. THE COST ASSOCIATED WITH EMPLOYING AN INDEPENDENT INSPECTION AND TESTING AGENCY SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR THE ITEM OF WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSISTING THE INSPECTOR IN ACCESSING THE WELDS. THE CONTRACTOR SHALL REMOVE ALL SLAG FROM EACH WELD. THE INSPECTOR MAY ELECT TO TEST ANY PORTION OF THE JOINT. IF THE PORTION OF THE JOINT TO BE TESTED BY THE INSPECTOR IS INACCESSIBLE WITHOUT THE AID OF HEAVY LIFTING EQUIPMENT OR ADDITIONAL ASSISTANCE, THE CONTRACTOR SHALL PROVIDE THE EQUIPMENT AND PERSONNEL NECESSARY TO ALLOW INSPECTION OF THE WORK. THE COST ASSOCIATED WITH PROVIDING THE INSPECTOR ACCESS TO THE WORK SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR THE ITEM OF WORK.
3. THE INDEPENDENT TESTING AGENCY SHALL PERFORM NDT AND INSPECTION ON EACH (FIELD AND SHOP) WELD. THE INDEPENDENT TESTING AGENCY SHALL HAVE A VERIFICATION INSPECTOR WITH CURRENT CERTIFICATION AS AN AWS-CERTIFIED WELDING INSPECTOR (CW) IN ACCORDANCE WITH THE PROVISIONS OF AWS QC1.
4. THE INSPECTION PROCEDURES, TECHNIQUES, AND METHODS SHALL BE IN ACCORDANCE WITH AWS D1.1, SECTION 6, AND AWS D1.2 AS APPLICABLE.
5. EACH (FIELD AND SHOP) WELD SHALL BE SUBJECT TO 100% VISUAL INSPECTION.
6. RECORDS VERIFYING THAT THE ABOVE TESTS WERE PERFORMED AND THAT ALL TESTED WELDS MET THE ACCEPTANCE CRITERIA SHALL BE PROVIDED TO THE OWNER.
7. THE WELDING INSPECTOR SHALL HAVE THE AUTHORITY TO DETERMINE COMPLIANCE WITH THE ABOVE ACCEPTANCE CRITERIA AND ORDER REPAIRS OR REPLACEMENTS OF UNACCEPTABLE WELDS AT NO ADDITIONAL COST TO THE OWNER. ALL WELDS WHETHER MADE AT THE MANUFACTURING PLANT, STORAGE YARD, IN THE SHOP OR FIELD SHALL BE SUBJECT TO THE ACCEPTANCE OF THE WELDING INSPECTOR.
8. IF WELDS ARE REPAIRED OR REMOVED AND REPLACED, THEY SHALL BE RE-EXAMINED BY THE WELDING INSPECTOR AND RECORDS OF COMPLIANCE WITH THE ACCEPTANCE CRITERIA SHALL BE PROVIDED TO THE OWNER.

ELECTRODES:

1. ALL ELECTRODES, FLUXES, AND SHIELDING GASES SHALL MEET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF ANSI/AWS A5. ONLY LOW HYDROGEN ELECTRODES SHALL BE USED. LOW HYDROGEN ELECTRODES SHALL BE DEFINED AS GIVING A DIFFUSIBLE HYDROGEN CONTENT OF LESS THAN 10 ML/100G OF DEPOSITED WELD METAL WHEN MEASURED IN ACCORDANCE WITH ISO 3690-1976, OR A MOISTURE CONTENT OF ELECTRODE COVERING OF 0.4% MAXIMUM IN ACCORDANCE WITH AWS A5.1.
2. ELECTRODES SHALL HAVE CHEMISTRY SIMILAR TO THE BASE METAL AS APPROVED BY THE ENGINEER.
3. TOUGHNESS, STRENGTH, AND ELONGATION: WELD FILLER METAL SHALL MEET THE FOLLOWING MINIMUM MECHANICAL PROPERTY REQUIREMENTS:
 - a. CHARPY V-NOTCH (CVN) TOUGHNESS OF 20 FEET-POUNDS AT 0 DEGREES F OR BELOW USING AWS A5 CLASSIFICATION TEST METHODS.
 - b. YIELD STRENGTH: 58 KSI MINIMUM.
 - c. TENSILE STRENGTH: 70 KSI MINIMUM.
 - d. ELONGATION: 22 PERCENT MINIMUM.
4. WELDING ELECTRODES SHALL BE PACKAGED, STORED, AND USED IN A MANNER CONSISTENT WITH AWS D1.1 SECTION 5 AND THE ELECTRODE MANUFACTURER'S SPECIFICATIONS.

PREPARATION:

1. FABRICATION AND JOINT PREPARATION SHALL BE IN ACCORDANCE WITH AWS D1.1.
2. NO WELDING THROUGH GALVANIZED COATINGS SHALL BE PERFORMED. HOLD BACK OR REMOVE ALL GALVANIZING A SUFFICIENT DISTANCE FROM THE JOINT TO PREVENT INCLUSION OF THE MATERIAL INTO THE WELD. GALVANIZING SHALL BE REMOVED FROM THE JOINT IN ACCORDANCE WITH AWS D19.0.
3. PROTECTION:
 - a. WORK SHALL COMPLY WITH ALL MUNICIPAL, STATE, AND FEDERAL REGULATIONS REGARDING SAFETY, INCLUDING ALL APPLICABLE PORTIONS OF OSHA AND STATE SAFETY STANDARDS FOR CONSTRUCTION WORK.
 - b. CONFORM TO ANSI Z49.1, "SAFETY IN WELDING, CUTTING, AND ALLIED PROCESSES," PUBLISHED BY THE AMERICAN WELDING SOCIETY.
4. FOLLOW "SAFE PRACTICES" RECOMMENDED IN ANNEX J OF AWS D1.1

WELDING PROCEDURES:

1. PERFORM ALL WORK IN ACCORDANCE WITH PROCEDURES WRITTEN AND QUALIFIED IN ACCORDANCE WITH AWS D1.1 REQUIREMENTS.
2. FILLER METAL SHALL ONLY BE USED IN WELDING POSITIONS RECOMMENDED BY THE MANUFACTURER.
3. PREHEAT SHALL BE BASED ON MATERIAL GRADE AND THICKNESS SHOWN HEREWITH, PER AWS TABLES. UNIFORMITY OF PREHEAT SHALL CONFORM TO AWS STIPULATIONS.

REPAIR OF GALVANIZED COATINGS:

1. GALVANIZED COATINGS DAMAGED DUE TO FABRICATION, WELDING, MATERIAL HANDLING OR OCCURRING DURING INSTALLATION SHALL BE REPAIRED BY USING THE FOLLOWING HOT-APPLIED REPAIR STICK METHOD:
 1. GALVANIZED COATINGS DAMAGED DUE TO FABRICATION, WELDING, MATERIAL HANDLING OR OCCURRING DURING INSTALLATION SHALL BE REPAIRED BY USING THE FOLLOWING HOT-APPLIED REPAIR STICK METHOD:
 2. REPAIR STICKS SHALL BE ZINC-CADMIUM ALLOYS (MELTING POINT 518 DEGREES – 527 DEGREES F) SUCH AS "REV-GALV", OR ZINC-TIN-LEAD ALLOYS (MELTING POINT 446 DEGREES – 600 DEGREES F) SUCH AS "GALV-WELD", "ZILT", AND "GALV-OVER". THE ZINC-TIN-LEAD ALLOYS SHALL COMPLY WITH U.S. FEDERAL SPECIFICATION O-C-93 AND CONTAIN FLUXING AGENTS.
 3. REMOVE WELDING SLAG BY CHIPPING HAMMER AND CLEAN WELD OR DAMAGED AREA BY VIGOROUS WIRE BRUSHING.
 4. PREHEAT THE REGION TO BE REPAIRED BY MEANS OF AN OXYACETYLENE TORCH OR OTHER CONVENIENT METHOD TO BETWEEN 600 DEGREES F AND 750 DEGREES F. THE ALLOYS DO NOT SPREAD WELL AT TEMPERATURES LOWER THAN 600 DEGREES F. ALSO, AS TEMPERATURES RISE ABOVE 600 DEGREES F INCREASING AMOUNTS OF DROSS FORM.
 5. WIRE BRUSH SURFACE AGAIN.
 6. APPLY COATING BY RUBBING BAR OF THE ALLOY OVER THE HEATED SURFACE WHILE IT IS HOT ENOUGH TO MELT THE ALLOY.
 7. SPREAD THE MOLTEN ALLOY BY BRISKLY WIRE BRUSHING OR RUBBING WITH A FLAT EDGE STRIP OF STEEL OR PALETTE KNIFE. MINIMUM THICKNESS OF APPLIED ZINC STICK MATERIAL SHALL BE 4 MILS.
 8. REMOVE FLUX RESIDUES BY WIPING WITH A DAMP CLOTH OR RINSING WITH WATER.
 9. BRUSH APPLY AT MINIMUM TWO TOP COATS OF ZINC RICH PAINT, ZRC OR EQUAL (COLD GALVANIZE REPAIR). THE TOTAL THICKNESS OF THE REPAIRED COATING SHALL BE AT MINIMUM 12 MILS.

FIELD QUALITY CONTROL:

1. FIELD AND SHOP WELDING SHALL MEET THE REQUIREMENTS OF AWS D1.1.

SCHEDULING:

1. THE CONTRACTOR SHALL COORDINATE THE WORK WITH THE WELDING INSPECTOR. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A PROPOSED WORK SCHEDULE AND SHALL COORDINATE THE WORK TO MEET THE CONTRACT DELIVERY SCHEDULE.

CLEANING:

1. CLEAN IN ACCORDANCE WITH AWS D1.1 REQUIREMENTS.

REPAIR:

1. MAKING WELD REPAIRS OR REPLACEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
2. WELD REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH AWS D1.1 REQUIREMENTS FOR CYCLICALLY-LOADED TUBULAR CONNECTIONS IN TENSION.

ISSUED FOR BID

**ANACORTES / GUEMES ISLAND
FERRY APRON FLAPS**


GENERAL NOTES

PROJECT NO.:
FED. AID NO.: N/A
DESIGNED BY: JDO
CHECKED BY: TWB

DRAWN BY: WL
APPROVED BY:

NO. REVISIONS DATE

SHEET
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