

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201908004

Originating Department:	Public Works – Equipment Services Division
Division/Program: <i>(i.e. Dept. Division and Program)</i>	90/9090/909040 (PW/Equipment Services/Equipment)
Contract or Grant Administrator:	Eric L. Schlehuber
Contractor's / Agency Name:	Lake Union Drydock Company
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ ✓ Already approved? Council Approved Date: 7/9/19 <u>(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</u>	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>19-39</u> Contract Cost Center: <u>501100</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input checked="" type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount: (sum of original contract amount and any prior amendments): \$ <u>555,219.00</u> This Amendment Amount: \$ <u>0</u> Total Amended Amount: \$ <u>555,219.00</u>	Council approval required for; all property leases, contracts or bid awards <u>exceeding \$40,000</u>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <u>except when:</u> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Union Drydock Company, for the annual drydocking, repair and maintenance of the Whatcom Chief Ferry, in the amount of \$555,219.00.	
Term of Contract: September 7, 2019	Expiration Date: December 31, 2019

Contract Routing:	1. Prepared by: <u>T. Iddings</u> 2. Attorney signoff: <u>C. Quinn</u> 3. AS Finance reviewed: <u>bbennett</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ ✓ 6. Submitted to Exec.: _____ ✓ 7. Council approved (if necessary): _____ ✓ 8. Executive signed: _____ ✓ 9. Original to Council: _____ ✓	Date: <u>7/15/19</u> Date: <u>7/22/2019</u> Date: <u>7/23/2019</u> Date: _____ Date: <u>8-8-19</u> Date: <u>8-8-19</u> Date: <u>8-9-19</u> Date: <u>8-9-19</u> Date: <u>8-16-19</u>
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**CONTRACT FOR SERVICES AND MATERIALS
2019 DRYDOCKING, REPAIRS AND MAINTENANCE
OF THE WHATCOM CHIEF
BETWEEN WHATCOM COUNTY AND LAKE UNION DRYDOCK COMPANY**

Lake Union Drydock Company, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 33,
Exhibit B (Compensation), pp. 34 to 35,
Exhibit C (Certificate of Insurance), pp. 36 to 37,
Exhibit D (Contractor's Declaration), pp. 38,
Exhibit E (Attachments), pp. 39 to 42,
Exhibit F (Prevailing Wage), pp. 43 to 55,
Exhibit G (Packet for Addendum 1), pp. 56 to 72.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 7th day of September, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to provide for the annual 2019 drydocking, repair, and maintenance of the Whatcom Chief Ferry, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$555,219.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of August, 2019.

CONTRACTOR:

LAKE UNION DRYDOCK COMPANY

G. H. Stebbins III
G. H. Stebbins III, President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 30th day of July, 2019, before me personally appeared G.H. Stebbins III to me known to be the President of Lake Union Drydock Company and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Anne M. Fitch
NOTARY PUBLIC in and for the State of Washington, residing at
Seattle, WA. My commission expires 1/28/22.

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 8/6/19
Jon Hutchings, Public Works Director Date

Approved as to form:

[Signature] 8/7/19
Christopher Quinn, Senior Deputy Prosecutor Date

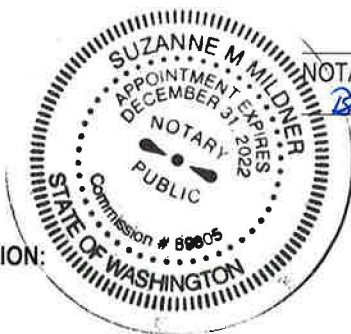
Approved:

Accepted for Whatcom County:

By: [Signature]
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 9th day of August, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Milder
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 12-31-22

CONTRACTOR INFORMATION:

LAKE UNION DRYDOCK COMPANY

G. H. Stebbins III, President

Address:
1515 Fairview Ave E
Seattle, WA 98102

Mailing Address:
1515 Fairview Ave E
Seattle, WA 98102

Contact Name: G. H. Stebbins

Contact Phone: 206-323-6400

Contact FAX: 206-324-0124

Contact Email: hobie@ludd.com

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days

worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to

the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$2,000,000.00

General Liability & Property Damage for bodily injury- \$4,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Eric L. Schlehuber
Equipment Services Division Manager
Whatcom County Public Works
901 West Smith Road
Bellingham, WA 98226-9610

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law:

Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein

means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor

has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)
SPECIAL PROVISIONS

GENERAL

The following special provisions supersede any conflicting provisions of the **WSDOT 2018 Standard Specifications for Road, Bridge and Municipal Construction**, and the amendments to the Standard Specifications, which follow and are made part of this Contract.

BID SUBMITTAL AND OPENING

Bids must be received by **2:30 PM, Tuesday, June 18, 2019** after which time the bids will be opened and publicly read aloud. If the contract is awarded, the award will be in accordance with the Standard Specifications, Section 1-03, "Award and Execution of Contract", except as provided for hereunder and in the "Instructions to Bidders".

Submit bids in a sealed, opaque envelope, plainly marked on the outside as follows:

(Name and Address of Bidder)
Bid #19-39 Ferry Drydock

Send or deliver to:

Attention Sara Winger, Purchasing Coordinator
ADS Finance/Purchasing
Whatcom County Courthouse
311 Grand Avenue, Suite 503
Bellingham WA 98225

Late bids will not be considered. It is the Bidder's responsibility to deliver the bid to the proper address by the assigned time. Whatcom County accepts no responsibility for misdirected or lost bids.

EVALUATIONS OF BIDS AND BID AWARD

The contract for the drydocking, repair, and maintenance of the Whatcom Chief, if awarded, will be awarded to the lowest responsible Bidder based on Whatcom County's evaluation of the information listed in the Bid Proposal form, and additional information the County may require.

The location of the drydock facility relative to the Lummi Island ferry terminal will be used to determine the County's time and distance-related costs, such as labor, per diem, rental and operating costs for delivery and return of the ferry vessel, and for the period of the drydocking.

The schedule of labor classifications and rates will be used to determine the impact of work to be invoiced, and of any special or additional work not necessarily specified hereunder but which is determined necessary or advisable by the County at the time of bid opening. The costs so determined will be considered in addition to the total bid amount in determining the lowest responsive bid.

The time and distance related rates and costs, and the nature and scope of the additional work utilized for comparison shall be determined solely by the Fleet Manager whose decision shall be final.

No additional compensation will be allowed for other categories of labor or for labor rates in excess of those shown on the Bid Proposals form, unless such categories are approved by the County's representative and the rates for those categories conform to the local prevailing wage rates as determined by the State of Washington Department of Labor and Industries.

DESCRIPTION OF WORK

The work contemplated to be performed under this contract includes, but is not limited to: drydocking the vessel, renovating, repairing, cleaning, painting, replacing zincs, propulsion machinery, installing piping, internal compartments, keel coolers, propellers, fuel tank, generator, windows, decks and other work, all in accordance with these Special Provisions, the Standard Specifications, and the amendments thereto.

LOCATION

All work shall be performed at the site designated in the Supplementary Information section of the "Bid Proposal". If the Contractor desires to have any portion of the work performed at another location, the Contractor shall submit a written request to the Fleet Manager, together with any supporting documentation the Fleet Manager may request. No work shall be performed other than at the designated site without prior written consent of the Fleet Manager.

All costs for the movement of the County ferry or for the shipment, loading, unloading, hauling, or transportation of any components or appurtenances of the County ferry in conjunction with the performance of any aspect of the work on this project at the designated site or other approved site shall be considered incidental to the work and no compensation will be allowed.

VESSEL INSPECTION

The Whatcom Chief currently operates on a regular schedule between the Gooseberry Point and Lummi Island ferry terminals in Hale's Passage. Inspection of the vessel may be made during daylight hours. Any meetings with the Ferry Senior Master (Rich Hudson) must be arranged in advance by calling (360) 815-5583, or (360) 815-5577.

FUNDS

This project is financed with Whatcom County (local) funds only.

STANDARD SPECIFICATIONS

The 2018 Standard Specifications for Road, Bridge, and Municipal Construction, as published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, hereinafter referred to as the "Standard Specifications", are hereby adopted for the applicable sections of these contract documents, such as award and execution, claim procedures, progress of work and contract completion, etc. Any references therein to the "Manager" shall be interpreted to mean the Whatcom County Fleet Manager or his designated representative.

The Standard Specifications, except as may be modified or superseded by these contract documents, shall govern all phases of the work.

INTENT OF CONTRACT

Paragraph 1-04.1 of the Standard Specifications is hereby supplemented by the following:

It is the intent of the specifications that the completed work provides for a fully operational and safe ferry for use by Whatcom County. Therefore, whether expressly indicated, stated or implied elsewhere in these contract documents, the Contractor is expected to install all parts of the system so that the end result will be a functioning and safe ferry, meeting the requirements of the United States Coast Guard and the County. This will require operation of the ferry through its operating range, testing all electrical and mechanical systems, making the necessary adjustments, establishing proper alignment of the machinery and any other tests that may be required elsewhere in these Special Provisions.

There shall be no separate measurement or payment for performing the necessary operating tests and adjustments. All costs thereof shall be considered as incidental to the other items of work involved in the contract.

WORK BY OTHERS

In reference to the second paragraph of Section 1-05.14 of the Standard Specifications, the crew of the Whatcom Chief will deliver and return the vessel from drydock, inspect the Contractor's and any Subcontractor's work, and perform minor work on the vessel during the contract time. The minor work will include, but will not be limited to: painting (spray/brush), and performing minor repairs and alterations. The Contractor shall repair or restore to the satisfaction of the County representative, any damage done by the Contractor's operators to the work done or having been completed by the County's crew. All such repair and restoration shall be at the Contractor's own expense.

Miscellaneous tools, materials, or other items may be required by the County ferry crew to perform the inspection and work. The Contractor shall furnish such items as may be required. Any charges for such items shall be approved in advance by the County's representative, and shall be recorded in a separate invoice. The invoice shall receive the approval of the County's representative prior to submittal to the County for payment.

STATUTORY REQUIREMENTS

In addition to the general requirements of Section 1-07 of the Standard Specifications, "Legal Relations and Responsibilities to the Public", the Contractor shall be familiar with, and shall comply with, the following:

1. RCW 9.18.120 thru .150, prohibiting suppression of competitive bidding;
2. RCW 18.27, relating to Contractor's Registration, especially RCW 18.27.111, prohibiting contracts with unregistered contractors, and RCW 18.27.110, relating to issuance of building permits;
3. RCW 36.32.240 thru .250, relating to competitive bidding on public works materials and supplies, and contractor's bond;
4. RCW 39.04, relating to public works;
5. RCW 39.08, relating to contractor's bonds;
6. RCW 39.12, 39.16 and 49.46, relating to minimum and prevailing wages, resident employees, and penalties;
7. RCW 39.25, relating to use of offshore items;
8. RCW 39.20, relating to employment of certain aliens;
9. RCW 49.12 and 49.28, relating to hours of labor, and female and child labor;

10. RCW 49.60, "law against discrimination";
11. RCW 51.12, relating to workmen's compensation, and employment covered under State Industrial Insurance, especially RCW 51.12.050 and .070, relating to liability for payments into Industrial Insurance accident fund; and RCW 50.24.014, as to unemployment compensation contributions;
12. RCW 60.28, relating to liens for labor, materials, taxes and retained percentage in connection with public works projects. Except as provided in Section 1-07.1 of the Standard Specifications, all costs incurred as a result of compliance with Federal, State and local rules and regulations shall be paid by the Contractor and all such costs, including taxes, permit, and other fees shall be included in the respective bid item amounts.

STATE SALES TAX AND USE TAXES

In accordance with RCW 82.08.0285 and RCW 82.12.0279, no retail sales taxes or use taxes shall be levied against tangible personal property, which becomes a component part of the County ferry. Also included in this exemption are the charges made for labor and services rendered within this contract. An exemption certificate will be issued to the contractor prior to beginning work on this contract. The County will not pay for any taxes on this contract.

No adjustments will be made in the amount to be paid under this contract because of any misunderstanding by the Bidder-Contractor as to his liability for or for the amount of any taxes.

WAGES

Section 1-07.9 of the Standard Specifications is supplemented by the following:

Wage rates for work performed under this contract are governed by the Washington State Department of Labor and Industries. No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the "prevailing rate of wage" as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

Upon request, current Washington State prevailing wage rates data may be obtained from the Industrial Statistician. Request must include the Federal Aid Contract Number and the contract title, county in which the contract is located and occupations by general description (e.g., carpenters, electricians, laborers, etc.) to be used in the contract. Request may be mailed to:

Department of Labor and Industries
Employment Standards Division
General Administration Building
Olympia, WA 98504
Telephone: (360) 753-4019

In accordance with the provisions of Section 39.12.040 of the Revised Code of Washington (RCW), each voucher claim for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the County.

Attention is called to Section 296-127-040 and 296-127-045 of the Washington State Administrative Code, which require fee payments to the Washington State Department of Labor and Industries for processing of statements of intent, to pay prevailing wages and affidavits of wages paid.

No claim for additional compensation shall be allowed for the Contractor because of any payments in excess of the prevailing rates, or for any fees. The Contractor shall adjust all disputes in regard to payment of wages in excess of those specified in this contract.

PAYMENT FOR WORK PERFORMED

The Contractor shall submit to the County a monthly statement of work performed. This statement shall give the actual quantity and cost of the completed work as listed in the awarded contract bid proposal or by executed change order.

The Contractor shall submit this to the County no later than the 5th day of the month following the month in which the work was completed.

The County will process and issue warrants for the completed work by the end of the month in which the statement was submitted. Bills submitted later than the above date will be paid by the end of the next month or within 60-days.

Payment for invoiced items will be paid on a time and materials basis. The County will require copies of subcontractor invoices, list of materials and cost used, and the amount of time used to complete the work, plus overhead and profit. The County will pay only the time and materials, which can be verified as stated above.

RETAINAGE

Retainage will be administered in accordance with RCW 60.28.010, as amended, and in accordance with the "Retainage Investment Option" form, made part of these contract documents.

PROGRESS OF WORK / TIME OF COMPLETION

This project shall be completed in accordance with the provisions of Section 1-08.5 of the Standard Specifications beginning Saturday, September 7, 2019. Working days will begin Saturday, September 7, 2019, unless otherwise specified as provided for hereunder.

The Whatcom County Crew will remain at the Shipyard for the final United States Coast Guard inspection. Following the inspection, the crew will prepare the vessel for departure.

An extension of time, and/or alternate time period, may be granted upon written approval of the County Fleet Manager.

The Contractor is advised that all items necessary for sea trials (including sea trials) must be completed by the end of the day, Friday, September 20, 2019. The County Crew will have two working days to complete inspections and to perform the final painting and maintenance prior to departure on the morning of Tuesday, September 24, 2019.

It is agreed and understood by all parties that the performance of this contract will have an impact on Whatcom County, and that time is of the essence. If this agreement is not performed in a timely manner, Whatcom County and the general public will suffer damages in that the ferry will not be back in service as scheduled. The exact amount of said damages is difficult to ascertain, but the parties agree to a liquidated sum of \$10,000 per day, counted as the number of working days which occur where drydock requirements are not met as specified in the time for completion schedule. This sum is in light of the damages incurred by the County and is not inferred as a penalty. If additional repairs are necessary that are outside of the bid specification, Whatcom County at its sole discretion may waive the liquidated damages amount.

All costs associated with scheduling and coordinating the work in conjunction with the constraints indicated herein, or such additional costs incurred by the Contractor for liquidated damages, payment of the County's chartered ferry or passenger vessel, and for furnishing any special transportation services, all as specified herein, shall be considered incidental to the contract and no additional compensation will be allowed.

ITEMS OF WORK

Whatcom County reserves the right to, and may at its option, delete any bid item or items, or any portion of the work, or otherwise select the item or items of work, as incorporated herein, to be performed under this contract. No additional compensation shall be allowed as a result of any such deletion or selection. Whatcom County also reserves the right to modify the items of work, or to add such additional items of work as may be determined necessary by and be approved by the Manager. Any change orders (CFR's) shall be detailed sufficiently to reflect labor hours, labor hourly rate of pay, supply costs, including shipyard markup, etc. for audit purposes. Addendum #1 (Exhibit G) supersedes associated items and language that follow.

Whatcom County also reserves the right to have any item of work performed on a time and material basis in lieu of the lump sum or unit bid price as shown on the bid proposal form. Whatcom County will notify the Contractor of any such change by a written change order in advance of the work being performed.

Any work performed on a time and materials basis shall be documented and the information submitted on a daily basis for review and approval by the County representative on site. The time, overhead and profit shall be billed in accordance with the Contractor's labor rate schedule and overhead and profit percent as shown in the bid proposal.

WORKMANSHIP AND INSPECTION

Unless otherwise specifically provided for in these Special Provisions, all workmanship, equipment, materials, articles, and all operational practices utilized by the Contractor in the performance of the work under this contract shall be in accordance with United States Coast Guard rules, and the best commercial marine practice, and shall be of a suitable and corresponding grade in their respective kinds. Where equipment, materials or articles are referred to in specifications as being "equal to" any particular standard or proprietary item, the Manager shall determine whether a proposed substitution is equivalent.

DISPOSITION OF REMOVED EQUIPMENT

Unless otherwise provided, any equipment removed from the vessel shall be and becomes the property of the County, and shall be disposed of in such manner as the County may direct. Such equipment shall be stored by the Contractor without charge to the County. Scrap and/or salvage to be removed from the vessel during the period of work shall be and becomes the property of the Contractor unless provided otherwise herein. The value of such scrap shall be taken into consideration by the Contractor in making his bid under this contract.

REMOVALS

In the event the Contract requires the removal of the vessel or the vessel's fittings, machinery, or any part thereof, or the removal of any dirt or debris, such removal shall be performed by the Contractor. The Contractor shall be responsible to replace or reinstall the vessel, its fittings, machinery, or parts thereof so removed, and to repair or correct any damage caused by the removal, replacement and installation operations, including application of specified coating, lubricants, and related work and materials. All such work and materials as specified herein shall be to the satisfaction of the County representative.

All such costs incurred by the Contractor for the work and materials under this section shall be considered a part of the contract and no additional compensation will be allowed.

CLEAN UP

The Contractor shall at all times, keep the site of work and vessel free of any accumulation of waste material or rubbish caused by his employees or by his operations in the performance of the work. At the completion of the work, the Contractor shall remove all rubbish from and about the site of work, and shall leave the work, and its immediate vicinity, "room clean" or equivalent unless otherwise specified.

All costs incurred by the Contractor in complying with the requirements of this section shall be considered as part of the contract bid items and no additional compensation will be allowed.

BID ITEM DESCRIPTIONS

****Addendum #1 (Exhibit G) supersedes associated items and language that follow below.**

ITEM NO. 1 – DRYDOCK VESSEL / MISC. ITEMS

The Contractor's dry-dock and facilities shall be adequate to accommodate the Whatcom County ferry, the Whatcom Chief. Vessel dimensions are:

LENGTH:	93.5'
WIDTH:	44.1'
LIGHTSHIP WEIGHT:	129 Long Tons (Approximate)

The Contractor shall furnish all labor, materials, tools, and equipment necessary to dry-dock and undock the vessel. The dry-dock facilities, equipment, and services shall be suitable for the vessel.

RAIL SYSTEMS MAY BE ALLOWED IF APPROVED BY COUNTY'S REPRESENTATIVE AND MUST BE AS CLOSE TO LEVEL AS POSSIBLE ONCE DRYDOCKED.

Should tug services be required to assist the vessel through navigation channels, such as the Lake Washington canal, or into lifting facilities, they will be provided at the Contractor's expense and should be included in the lump sum bid price.

The vessel will arrive at the Contractor's shipyard mid-day to late evening Saturday, September 7, 2019. Any shipyard safety or other briefing required before arriving with vessel must be scheduled in advance of Whatcom County arrival at shipyard. All work (including sea trials) by the Contractor shall be completed no later than the end of the day Friday, September 20, 2019 with the vessel leaving the shipyard the morning of Tuesday, September 24, 2019. This item shall also include all labor and equipment to remove (float) this vessel from the dry-dock facility once all work is completed.

The County will provide the prior year's blocking plan to aid the Contractor in establishing this year's docking plan. Block heights and positions are to be checked and approved by the County's representative prior to drydocking. Sandblast and paint (per spec for underwater hull Item No. 1, subparagraph 6 below) where block locations were placed last year. Best effort shall be made to leave exposed areas not painted due to last year's blocking plan. The Contractor shall provide an updated docking plan showing the final blocking arrangement for this year's docking.

The Contractor shall provide, as a minimum, the following services:

1. **ELECTRICAL POWER (208/120 VOLTS, THREE PHASE, 40-AMP CAPACITY)**

The County will provide shore power cord. Contractor shall provide plug or hardware to service. *This requirement must be coordinated with Item #24 Upgrade Shore Power Connection, so as to minimize the length of time without shore power.*

2. **FIRE MAIN**

A continuous and uninterrupted supply of water to fire manifold on deck, delivered at a minimum of 100 PSI. Manifold shall be 2½ in. with two (2) 1½ in. fire hoses with nozzles that will reach any part of the vessel.

3. **GANGWAY**

One (1) gangway meeting OSHA requirements.

4. **GARBAGE DISPOSAL**

Daily removal of garbage and refuse generated by the vessel's crew, in addition to any refuse service required by the Contractor's operation. A dumpster shall be provided by the Contractor near the access ladder/gangway as soon as possible after docking. The

dumpster shall be emptied weekly with additional removals as necessary. For bidding purposes, assume that two 2-yard dumpsters are to be provided.

5. PHONE SERVICE

No phone service is required onboard. Contractor shall provide phone and internet services in Contractor's office.

6. UNDERWATER HULL

- a. The entire area shall be washed using high-pressure fresh water (use fan tips only) at 3000 PSI to remove all marine growth and salts. Scrape and prep for painting as necessary.
- b. Spot treatments for repair; assume 200 square feet for bidding purposes: Grit blast to SSPC-SP6 grade or power tool clean per SSPC-SP3. Feather back areas of existing paint around spot treatment. Apply two coats of Amercoat® 235 anti-corrosive 6–8 mils DFT. Allow 8 hours dry time minimum between the 1st and 2nd coats. Then apply one coat of ABC® #3 at 5 mils DFT for finish coat 12 hours before launch. Paint shall be provided by Contractor.

7. FREEBOARD (AREA FROM WATER LINE TO TOP OF BULWARKS, EXTERIOR FACE)

- a. The area shall be washed using high-pressure fresh water at 3000 PSI to remove all marine growth and salts. Scrape as necessary.
- b. Identify failures. For spot areas, prepare with power tool cleaning to SSPC-SP3 minimum or sandblast to SSPC-SP6. Feather back intact coating surrounding spot prepared areas. Apply two coats Amercoat® Bar-Rust 235 Epoxy at 6–8 mils DFT. Allow 8 hours minimum dry time. For bidding purposes assume 200 square feet. Paint shall be provided by Contractor.
- c. Color (top coat) above water-line to bottom of bulwarks, including sill plate, to be one coat of Amercoat® 229 Gloss Black at 2–3 mils DFT.
- d. Color (top coat) from sill plate to top of exterior face of bulwarks to be one coat of Amercoat® 229 Gloss White at 2–3 mils DFT.
- e. Contractor shall renew bulwark lettering. Lettering location, size, and font shall match existing bulwark lettering. All lettering paint shall be black enamel gloss. All black lettering is painted on the white background of the exterior bulwark faces, above the freeboard deck.
- f. Renew draft markings. Cut in fair water-line and paint draft figures and loading marks as per U.S. Coast Guard 46 CFR Subpart F, Section 185.602.

8. FLOW CHART PROJECT PLAN

With the bid submittal, provide Ferry Master and Equipment Services Manager with a schedule of work to be completed during dry-dock period, subject to approval and/or modification by County's representative. Contractor shall coordinate with County's representative to ensure that all work performed by County employees will be completed within schedule. County employees will generally be performing scrapping, grinding, painting, and cleaning work, as well as assisting in the engine room and other duties as assigned by County Representative which do not impede the progress of the shipyard. Faxed copies of the schedule should be sent to the following:

Name	Title	Fax Number	Email
Eric Schlehuber	Equipment Services Manager	(360) 778-6401	eschlehu@co.whatcom.wa.us
Rich Hudson	Ferry Master	(360) 758-7192	rhudson@co.whatcom.wa.us

9. PAINTING – GENERAL

All surface preparation, temperature and humidity conditions, and application of materials shall be in accordance with the paint manufacturer's recommendations.

Sandblasting operations shall be done in such a manner that no damage occurs to any partially or entirely completed portions of the work. After sandblasting, all loose rust, dirt, sand and dust shall be thoroughly removed before paint is applied. Assume the presence of lead-based paint throughout any and all sandblasting and paint prep items contained in this bid, with the exception of the hull.

No primer paint, or succeeding layer or layers of paint shall be applied to any surface until the surface has been inspected and approved by the County's representative.

The County will recoat the white lane markings and white curbing two days before sea trials.

10. MISCELLANEOUS

The Contractor shall take all practical precautions to prevent ingress of paint, water (rain), or any other airborne foreign materials into the interior of the vessel. Precautionary measures shall include, but not be limited to, the covering of all open sea chests, overboard discharge lines, ventilation system intakes, doors, hatches and void covers during the course of the sandblasting, painting and other work by the Contractor.

Any area where the Contractor performs work shall be left in a clean condition satisfactory to the County representative.

The County reserves the right to delete any part of this contract upon arrival in dry-dock if so determined by the County representative.

11. Contractor shall provide two (2) air lines for use by the County vessel crew, 50 ft. in length each, and all necessary fittings to fit to County-supplied needle guns by 12:00 p.m. (noon) on the day the vessel enters drydock.
12. Contractor shall allow access to the vessel any time between 0700-2230 Monday through Sunday (7 days per week) to perform work by the County crew (and all authorized contractors and/or subcontractors) as pre-approved by the County's representative. County's representative will be onboard during any after-hours work. Access outside of these hours (2230-0700) to be on a case-by-case basis. Include any and all applicable additional after-hours access rate(s) under Exhibit "B" (see "Supplementary Information, Categories and Rates of Labor" section).
13. **DECK PREPARATION**

The Contractor shall supply the following:

- a. 15-Gallons Ameron® 229 Gloss Black (**two 5-gallon and five 1-gallon buckets**), 30-gallons of Amercoat® Bar-Rust 235 Epoxy Primer (**four 5-gallon and ten 1-gallon buckets**), 1-gallon of Ameron® 237 Primer and 2-gallons Ameron® 229 Gloss White. The 15-gallons of Amercoat® Bar-Rust 235 Epoxy Primer shall be delivered prior to Tuesday, August 20, 2019 to the County Representative at the Gooseberry Point ferry terminal.
- b. The Contractor shall have one side or one-half of the vehicle deck cleared off, cleaned by washing/rinsing the deck with clean water to clear debris and dust, and be prepared for paint prior to the second weekend of construction and at the start of the shift on Friday, September 13, 2019 for County crew to prime and paint the deck.
- c. The Contractor shall have the other side or other one-half of the vehicle deck cleared off, cleaned by washing/rinsing the deck with clean water to clear debris and dust, and be prepared for paint prior to the start of the shift on Friday, September 20, 2019 for County crew to prime and paint the deck.

The lump sum price for the "Dry-Dock Vessel/Misc. Items" shall be full compensation for all labor, material, tools, and equipment necessary to place the Whatcom Chief in dry-dock as specified herein and as required by the County's representative.

ITEM NO. 2 – INTERNAL COMPARTMENTS

The Contractor shall provide all labor, materials, and equipment needed to complete this item, including services from a marine chemist to provide a gas-free certification for all compartments. No foreign material shall enter the openings while the covers are removed. The manhole covers for tanks and voids shall be closed after the U.S. Coast Guard inspection.

Contractor shall pump out, clean, ventilate, and dry all shaft alleys, steering compartments and cross-over areas including engine room bilges No. 1 and No. 2 Ends and the tops of the fuel tanks. All floor plates shall be removed for this effort. Bilge water disposal shall be in accordance with environmental regulations. Areas of damaged or degraded coatings shall be prepped and recoated. Assume lead-based paint is present. Figures 2-A through 2-D show views of the internal compartments. Item No. 2 must be complete before hull inspection.

The following requirements apply to recoating of the internal compartments. For each section that requires recoating, the Contractor shall mechanically abrade surface to SSPC-SP3. Apply Amercoat® Bar-Rust 235 Epoxy Primer to 6 mils DFT. All cleaning, prep, and painting shall be subject to the approval of the County's representative and paint manufacturer's representative and shall be completed prior to the hull inspection.

For the purpose of providing a common basis for all bidders, the County has estimated that 40 man-hours (which may be adjusted up or down) and \$200 in materials should be allocated for prep work and repairs to the internal coating system – this estimate does not include any extraordinary efforts required for opening or closing of manhole covers.

The lump sum price for "Internal Compartments" shall be full compensation for all labor, materials, tools, and equipment necessary for the work as specified herein.



Figure 2-A: Void Space



Figure 2-B: Cross-Over Space



Figure 2-C: Void Space



Figure 2-D: Steering Compartment

ITEM NO. 3 – CLEAN & PAINT SEA VALVES

The Contractor shall provide all labor and materials to service in place the sea strainers, sea chest and sea valves. There are two sea strainers to be cleaned and checked along with two sea valves (one sea valve cleaned and checked in place is 4 in. to 5 in. and one sea valve to be cleaned and checked in place and is approximately $\frac{1}{2}$ in. to $\frac{3}{4}$ in. See Figure 3-A for view of main sea valve.

The Contractor shall clean and paint the sea chest screen and the exterior portions of the sea chest and sea valves with the paint system specified for the hull. The sea chest and sea valves shall be left open until after acceptance by the County and U.S. Coast Guard (USCG), at which time the Contractor shall close up in good order as directed and approved by the County's representative.

The lump sum price for "Clean and Paint Sea Valves" shall be full compensation for all labor, materials, tools, and equipment necessary for the work as specified herein.



Figure 3-A: Sea Valve

ITEM NO. 4 – REPLACE ALL ZINCS

The Contractor shall provide all labor and materials to remove all deteriorated and wasted hull and channel cooler zincs and shall replace and install new Contractor-provided zincs (both hull and keel channel cooler zincs) as approved and directed by the County's representative. Due to the unknown condition of the zincs, there shall be no restocking fee for zincs not needing to be replaced.

The hull includes two sizes of zincs, large and small. The large hull zincs are approximately 8 to 10 inches in length and weigh about 22 lbs. each. The small hull zincs weigh about 12 lbs. each. In removing deteriorated zincs, crop off all zinc straps, fill pits with weldment, and grind smooth. All zincs are weld-on type. Provide a unit price for all labor and materials to replace each large size zinc (22 lbs.); also, provide a unit price to replace each small size zinc (12 lbs.). For the purpose of providing common proposal for all bidders, the County has estimated that approximately 900 lbs. of zincs (100% of original installed weight) will require replacement. This estimate consists of a total of thirty (30) large size zincs and twenty-one (21) small size zincs.

The lump sum price for "Replace All Zincs" shall be full compensation for labor, materials, tools, and equipment necessary to perform the work as specified herein.

ITEM NO. 5 – KEEL COOLERS

The Contractor shall, upon arrival and after vessel is drydocked, hydrostatically pressure test the engine and main generator keel cooler systems including all pipes and keel coolers to 1.25 times the nominal operating pressure of the system. The pressure test should be approximately 5 to 10 psig, but under no circumstances should test pressures exceed manufacturer's recommendation for the keel coolers. Contractor is to confirm and use manufacturer's recommended test pressure prior to performing procedure. Based upon pressure test results, the Contractor shall determine the necessary piping replacement/repairs to each keel cooler system and shall prepare a quotation for repair of the system for consideration by the County. Any repairs necessary shall be subject to a change order under Item No. 30. Keel coolers shall be pressure washed along with hull exterior.

Contractor shall provide all labor and materials needed to drain each system, flush with fresh water and re-fill each of the three (3) keel coolers, for a total of up to 9.5-gallons (4-gallons for each main engine and 1.5-gallons for the generator set) of Nalcool® or equivalent, supplied by the County, to provide a neutral PH reading of 7.0. Assume disposal of up to 200-gallons of coolant mixed water due to flushing of the system.

The lump sum price for "Keel Coolers" shall be full compensation for all labor, materials, tools, and equipment necessary for the work on the keel coolers as specified herein. All costs associated with disposal of materials shall be included under this item.

ITEM NO. 6 – INSPECT / REPAIR PROPELLERS

The Contractor shall provide all labor and materials to inspect the No. 1 and No. 2 propellers. Inspection shall include a visual look for dents and dings, and a die penetrant test for cracks and porosity. A static balance test shall be done on each propeller to determine if balancing of the propellers is necessary. Further inspection or repair shall be at the discretion of the County's representative. Inspection is to occur within 24-hours of drydocking; Contractor is to provide a written report of findings to the County's representative within 48-hours of inspection.

The Contractor shall repair the No. 1 and No. 2 End propellers as necessary and as directed by the County's representative. Any repairs shall be performed at a repair facility approved by the County's representative (Sound Propeller Services is one repair facility that has been approved by the County). Any repair on the propellers must be completed and reinstalled by the time of the ferry's departure, if required and subject to change order under Item No. 30.

The lump sum price for "Inspect/Repair Propellers" shall be full compensation for all labor, materials, tools, and equipment necessary to perform the work as specified herein and as required by the County's representative.

ITEM NO. 7 – RUDDERS

The Contractor shall provide all labor and materials needed to inspect the No. 1 and No. 2 rudders. Rudders shall be cleaned of all marine growth; damaged and degraded coatings shall be prepped and painted to the same spec as the underwater hull surface.

The Contractor shall perform a bump test and visual inspection and check for wear on the No. 1 and No. 2 End tiller arms and hydraulic cylinders including checking the pin and bushings with a bump test and report findings and recommendations to the County's representative. Any additional work required on steering gear system components shall be a change order under Item No. 30.

The Contractor shall provide all labor and materials needed to check for wear on the upper and lower quadrant bearings and pintle bearings on both No. 1 and No. 2 Ends. Findings and recommendations are to be provided to the County's representative in a written report within 72-hours of drydocking.

After all other rudder work is complete, Hamilton Jet is to fine tune and adjust the rudder feedback system for No. 1 and No. 2 Ends including both rudder angle indicators in the wheelhouse.

Contact information for Hamilton Jet is as follows:

Hamilton Jet
Phone: (206) 330-6211
Contact: Sean Curtis
Email: sean.curtis@hamiltonjet.com

The lump sum price for "Rudders" shall be full compensation for all labor, equipment, tools, and materials to perform the work as specified herein. The Contractor's bid from subcontractor Hamilton Jet shall include necessary Contractor's administrative expenses.

ITEM NO. 8 – THROTTLE ACTUATOR BOX

The Contractor shall obtain the services of Tri-County Engine, Inc. to provide all labor and material needed to remove old actuator and replace with new actuator on No. 2 engine in the engine room, install new shift and throttle push-pull cables on new actuator box (from the actuator to the engine), and repair or replace engine room throttle controls and all associated wiring. The current No. 2 End throttle actuator box is Model #91100.

Contact information for Tri-County Engine, Inc.:

Tri-County Engine, Inc.
2696 Roeder Avenue
Bellingham, WA 98225
Phone: (360) 733-8880
Fax: (360) 733-8886
Contact: Mike Rusk
Email: mike@tricountydieselmarine.com

The lump sum price for "Throttle Actuator Box" shall be full compensation for all labor, materials, tools, and equipment necessary to perform the work as specified herein and as required by the County's representative. The Contractor's bid from subcontractor Tri-County Engine, Inc. will include provisions for mark-up to cover Contractor's administrative expenses.

ITEM NO. 9 – MAIN ENGINE MAINTENANCE & GENERATOR MAINTENANCE

The Contractor shall obtain the services of Tri-County Engine, Inc. to provide all labor and material needed to complete the below listed tasks.

Contact information for Tri-County Engine, Inc.:

Tri-County Engine, Inc.
2696 Roeder Avenue
Bellingham, WA 98225
Phone: (360) 733-8880
Fax: (360) 733-8886
Contact: Mike Rusk
E-mail: mike@tricountydieselmarine.com

The following tasks to be completed:

1. No. 1 Main Engine (Caterpillar 3406C):
 - Tune-up
 - Replace injectors
2. No. 2 Main Engine (Caterpillar 3406C):
 - Tune-up
 - Replace injectors
3. No. 1 End Generator Engine (JD Model #T04045TFM50):
 - Tune-up
 - Replace injectors
4. Midship Generator Engine (JD Model #4045TFM):
 - Tune-up
 - Replace injectors

The lump sum price for "Main Engine Maintenance and Generator Maintenance" shall be full compensation for all labor, materials, tools, and equipment necessary to perform the work as specified herein and as required by the County's representative. Any additional repair or maintenance work advised by subcontractor shall be a change order under Item No. 30.

The costs and the details for this subcontracted service shall be submitted in writing prior to commencing work and shall be pre-approved by the County's representative. The contract bid for general maintenance from subcontractor Tri-County Engine, Inc. will include provisions for mark-up to cover Contractor's administrative expenses and necessary shipyard assistance.

ITEM NO. 10 – INTERMEDIATE SHAFT BEARINGS MAINTENANCE

The Contractor shall supply all labor and materials needed to open, inspect, and maintain the intermediate shaft bearings. This work shall be accomplished on both ends of the vessel.

The Contractor shall disconnect, lift, and set aside line shaft on No. 1 and No. 2 Ends to expose intermediate shaft bearings. The existing bearings shall be opened and inspected. The Contractor shall provide a written report of the bearing condition to the County representative. The Contractor shall renew all seals and oil rings on the bearings. Bearings seals, including O-rings, shall be supplied by Whatcom County and installed by the Contractor. Any additional repair or maintenance work advised by subcontractor shall be a change order under Item No. 30.

Existing bearings are Dodge Sleeve pillow block, size 3-7/16 in. Dodge bearings are currently supported by Motion Industries. Contact information for Motion Industries is as follows:

Motion Industries, Dodge Product Support
3949 Irongate Road
Bellingham, WA 98226
Phone: (360) 752-3303
Fax: (360) 752-9017
Contact: Blaine Colvin
Email: blaine.colvin@motion-ind.com

After opening, inspecting, and maintaining bearings as described above, the Contractor shall reassemble intermediate shaft lines and verify alignment is satisfactory in conjunction with Item 11. Measure and record the clearance on the bearings. Within 48 hours of inspection, provide written report to the County's representative comparing readings to manufacturer's and/or industry standards (minimum and maximum clearances).

The lump sum price for "Intermediate Shaft Bearing Maintenance" shall be full compensation for all labor, materials, tools, and equipment necessary to perform the work as specified herein and as required by the County's representative.

ITEM NO. 11 – TAILSHAFT BEARINGS

The Contractor shall provide all labor and materials to accomplish the following:

1. Remove the propeller, rudder, and tailshaft. Note that this work shall be coordinated with Items No. 6 and 7. Provide County's representative with condition found report on tail shaft and stern tube.
2. Pressure wash inside of stern tubes on both ends of vessel.
3. Measure and record the wear on the No. 1 and No. 2 outboard stern tube bearings. Within 48 hours of inspection, provide written report to the County's representative comparing readings to manufacturer's and/or industry standards (minimum and maximum clearances), and provide recommendations.
4. Measure and record the wear on the No. 1 and No. 2 inboard stern tube bearings. Within 48 hours of inspection, provide written report to the County's representative comparing readings to manufacturer's and/or industry standards (minimum and maximum clearances), and provide recommendations.
5. Reinstall tail shafts, propellers, and rudders.
6. After installation, the Contractor shall perform final shaft alignment when the vessel is waterborne. The Contractor shall develop and submit an alignment procedure to the County's representative. County's representative is to be advised 24 hours prior to the alignment inspections and is to be present during the taking of these measurements. Upon completion of final shaft alignment, the Contractor shall prepare and submit a written report to the County's representative.

The lump sum price for "Tailshaft Bearings" shall be full compensation for all labor, materials, tools, and equipment necessary for the work as specified herein.

ITEM NO. 12 – REPACK STUFFING BOX

The Contractor shall provide all labor, materials, and tools to refurbish and repack the stuffing box on the No.1 and No. 2 Ends. Dispose of any waste material in accordance with local environmental regulations. Contractor must make every effort to identify stuffing box manufacturer and follow all manufacturer instructions when repacking stuffing box.

The lump sum price for "Repack Stuffing Box" shall be full compensation for all labor, materials, tools, and equipment necessary for the work as specified herein.

ITEM NO. 13 – FIRE SUPPRESSION SYSTEM TESTING

The Contractor shall obtain the services of an Alexander Gow representative to provide all labor, materials, and tools to test the CO₂ fire suppression system and obtain a current system Certificate of Inspection (COI).

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Point of contact for testing:

Alexander Gow Fire Equipment Company
456 N 35th Street
Seattle, WA 98103
Phone: (206) 632-2810
Fax: (206) 633-0434
Contact: Holly Gualco and Frank Martel
E-mail: hqualco@gowfire.com and fmartel@gowfire.com

Required repairs (and repair certification) are to be accomplished with the submittal of a change order under Item No. 30.

The lump sum price for "Fire Suppression System Testing" shall be full compensation for all labor, materials, tools, and equipment necessary to perform the work as specified herein and as required by the County's representative.

The costs and the details for this service shall be submitted in writing prior to commencing work and shall be pre-approved by the County's representative. The contract bid from the subcontractor will include provisions for administrative mark-up to cover Contractor's administrative expenses.

ITEM NO. 14 – FUEL TANK INSPECTION AND REPAIR

The Contractor shall provide all labor and materials to inspect and repair the No. 1 End Fuel Oil Tank.

The No. 1 end fuel oil tank shall be drained, cleaned, gas freed, and inspected. The tank should be assumed to arrive with a full load of fuel oil. All adjacent voids shall also be gas freed to facilitate inspection of both sides of the fuel tank bulkheads. The Contractor shall budget for 50 UT shots of the steel in the tank. UT shot locations shall be as designated by the County Representative who must pre-approve all locations. Gauging reports must be returned within 12 hours or less. Contractor shall arrange for County Representative and USCG to witness inspections while the tanks and voids are open and gas freed.

Any steel repairs for fuel oil tank shall be completed on a time and materials basis charged against Item #30 "Miscellaneous Work".

After all inspections and repairs associated with the fuel tank are complete, the No. 1 end fuel oil tank shall be refilled with a quantity of fuel oil equal to the quantity removed. Returned fuel is to be filtered, tested, and certified to be of the equivalent type and quality fuel as was removed. Contractor is to provide lab reports indicating the quality of the returned fuel.

The lump sum price for "Fuel Tank Inspection and Repair" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 15 – REPAIR BILGE PAINT UNDER TAILSHIFT

The Contractor shall provide all labor and materials necessary to repair the failing paint under the vessel's tailshafts. The failing paint is located in the engine room bilge on both ends of the vessel along the vessel's centerline.

Upon receiving the vessel, and within two days of arrival, the Contractor shall clean and dry the bilges under the tailshafts, remove deck plates and other interferences covering the shafting, and inspect the bilges with the County Representative. The Contractor shall hand prep and renew paint in the areas of coating failure as identified by the County Representative. Bilge painting is known to have failed in 10 bays under the tailshaft. The Contractor shall budget for 250 square feet of paint prep and renewal.

Prep and paint renewal shall conform to the guidance in Item 2 - Internal Compartments. Fresh paint shall be feathered into existing, undisturbed paint. Although paint failure is primarily on the bottom bilge, paint renewal shall continue up vertical structure, side shell, and stiffeners as required to reach intact, tight paint.

The lump sum price for "Repair Bilge Paint Under Tailshaft" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 16 – DECKHOUSE WINDOW REPAIR

The Contractor shall provide all labor and materials to repair four windows in the deckhouse. The windows are located in the No. 2 End Passenger Cabin and in the Pilot House. Contractor shall confirm windows to be replaced with the County Representative prior to work beginning on this item.

The particular windows to be repaired are the aft starboard window in the No. 2 end passenger cabin, the forward starboard window in the pilot house, the aft port window in the pilot house, and the No. 1 End starboard side pilothouse sliding window. All windows (except the last one listed) are shown in Figures 17-A through 17-C.

For all windows indicated for repair, the Contractor shall remove the window without damaging the window frame. New gaskets, furnished by the owner, are to be installed for each repaired window. The gaskets are to be fitted between the glass and the window frames, and the

frames reinstalled. Original glass is then to be reinstalled into the existing frame. The No. 1 End starboard side pilothouse sliding window needs new laminate glass installed to replace the temporary Plexiglas window. All existing window hardware (if any) shall be re-used. Any damage to the glass, frame, paint, or surrounding structure shall be repaired by the Contractor at no additional cost to the County.

The lump sum price for "Deckhouse Window Repair" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.



Figure 16-A: After Starboard Window in No. 2 End Passenger cabin



Figure 16-B: Forward Starboard Window in Pilot House



Figure 16-C: Aft Port Window in Pilot House

ITEM NO. 17 – REPAIR EXHAUST PIPING ON PILOTHOUSE TOP

The Contractor shall provide all labor and materials to repair the exhaust piping on the pilot house top. In addition to repairing the piping, the Contractor shall install rain caps on the exhaust to prevent water from entering the exhaust trunk. There are four exhaust pipes on board the vessel, and the modifications and repairs described by this work item shall be completed for each of them.

Existing exhaust piping shall be cut at the mitered joint, approximately 36" below the top of the piping. New piping of equivalent shape, thickness, and diameter shall be installed in place of the removed piping. New piping should use the existing, removed piping as a template. After installation, new piping and existing stack piping shall be prepped and painted to match the original exhaust stack structure with a high solids paint.

In addition to repairing the exhaust piping, each exhaust pipe shall be fitted with a rain flap designed for use on a marine exhaust system, where the piping penetrates the stack diaphragm plate. The rain flaps shall be installed so that exhaust gas can freely escape but water is not able to enter the stack. The rain flaps shall be supplied by the Contractor and approved by the County Representative prior to installation. Rain flaps shall be shown not to restrict the flow of exhaust gas prior to acceptance of this work item.

The lump sum price for "Repair Exhaust Piping on Pilot House Top" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.



Figure 17-A: Exhaust Piping on Pilot House Top

ITEM NO. 18 – VOID VENT REPAIR

The Contractor shall provide all labor and materials necessary to repair the vent and adjoining plating to the aft, starboard void on the No. 2 end of the vessel. Prior to beginning work, the Contractor shall confirm the void with the County Representative.

The deck plating around the void vent is significantly wasted. The Contractor shall identify the extent of deck plate wastage by UT or equivalent means and crop out the full area of wasted plate. Total area of wasted plate is estimated at less than 5 square feet. A new insert plate shall be installed in place of the cropped-out plating. Insert plate shall have a hole for the void vent, templated so that the new vent location matches the original vent location. Insert plate shall be continuously welded on both sides and proved watertight to the satisfaction of the County Representative. If insert plate extends to the side shell, welding alongside shell joint shall match existing side shell-deck plate welding. Thickness of insert plate shall match the thickness of the plating removed.

Existing void vent pipe, NPS 2", shall be removed from the cropped-out plate and inspected by the County Representative. If in good condition, the vent pipe assembly shall be reinstalled. If, after inspection, the vent pipe is deemed too rotted or damaged to reinstall, a new void vent matching the removed vent shall be fabricated. The fabrication of a new vent, if required, shall be a change order under Item No. 30. In either case, the existing or newly fabricated void vent piping shall be installed in the new insert plate in a location matching the existing vent. Height of the reinstalled vent is to match the height of the existing vent.

Curbing structure in way of the void vent and deck plating repair shall be cut back to facilitate welding and cutting work. After the deck plate and void vent are reinstalled and all welds are proved watertight, the curbing shall be restored to its original condition.

All paint and coatings disturbed by this work item, interior and exterior, shall be restored to their original condition after all welding work is complete.

The lump sum price for "Void Vent Repair" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.



Figure 18-A: Void Vent

ITEM NO. 19 – MSD REMOVAL AND SEWAGE SYSTEM MODIFICATION

The Contractor shall provide all labor and materials necessary to install a new sewage system on board the vessel, as described by this work item and by EBDG drawing 18105-528-0. The existing MSD and sewage piping shall be removed. The existing plumbing fixtures shall be plumbed to connect to the new sewage system. Shipyard shall coordinate with OCMI to ensure all required inspections and approvals are obtained, including inspections and approvals for new or modified through-hull and deck penetrations and closures.

The existing MSD tank and pump are to be removed from the vessel. All existing sewage piping, both metallic and PVC, is to be removed. Existing plumbing fixtures are to remain and be plumbed into the new system. Existing sewage overboard discharge piping is to be removed entirely. Foundations for removed equipment are also to be removed, as well as the existing unused foundation between the existing MSD and potable water tank. Contractor shall install an insert plate in the hull around the removed sewage overboard discharge pipe. Insert plate is to be equal in thickness to the surrounding structure. The insert plate shall be painted to match the surrounding structure both inboard and outboard of the hull.

The existing NewMar smart charger, shown in Figure 19-B, shall be relocated to make way for the new sewage tank. Charger shall be relocated approximately 36" forward, towards the potable water tank. Contractor shall confirm exact location of relocated equipment.

The Contractor shall install a new sewage tank and associated piping and equipment as described below. Details, design documents and components that are not mentioned but are necessary to complete the installation to function as intended or are usual and necessary in accordance with good ship repair practice for this class of ship, shall be provided by the Contractor to the satisfaction of the County.

A new sewage tank shall be installed in the same area as the removed MSD tank – in the engine room, No. 1 End, starboard side (Figure 19-C). The new tank shall be constructed of steel with overall dimensions 60" x 28" x 36" or approximately 262 gallons. Tank shall be fitted with a high-level alarm at $\frac{3}{4}$ full, and with access port (or ports) for visual inspection and cleanout. The tank shall be fitted with baffles arranged so that the entire tank can be accessed through the access port. The high-level alarm shall have a local indicator only. The Contractor shall submit a drawing of the tank showing internal structure to the County Representative and to the OCMI for approval prior to installation on the vessel. The tank and piping shall be adequate to withstand the static pressure of the system filled to the rim of the toilet bowl. A sewage tank lift pump, provided by the Contractor, shall be installed with a 2" discharge pipe.

The tank shall be mounted on a foundation off the engine room bulkhead and have a clear height above the deck plating matching that of the potable water tank (approximately 25" above the grating). Tank shall be fitted with bolted metal straps, similar to those on the potable water tank, to secure it to the foundation. Tank foundation and metal strap design shall be approved by the County Representative prior to installation.

Existing MSD vent pipe shall be removed, and any deck or bulkhead penetrations shall be closed by installation of insert plates. Contractor shall run a new 1.5" NPS vent pipe out the top of the new sewage tank and through the top of the stack or as high as practical. Sewage vent shall terminate with a gooseneck. Vent shall be fitted with an activated carbon filter and screen. Existing arrangement of stack top is shown in Figure 19-D. Existing stack top coaming may be modified to fit the new vent pipe, however Contractor shall obtain approval from the County Representative prior to modifying the stack top coaming.

The Contractor shall install a new sewage tank discharge pipe on the No. 2 end of the vessel. The discharge pipe shall be located in the existing cofferdam under the main deck fire station. Discharge pipe shall be provided with a 2" camlock fitting. Pipe height and location shall be such that they do not interfere with use of the existing fire station. Fire station may be relocated directly upwards slightly to facilitate installation of the discharge pipe; however, County Representative approval is required prior to relocating the fire station. Arrangement of existing cofferdam and fire station is shown in Figure 19-A, below.

All new piping and tank shall be painted to match surrounding structure in a color determined by the County Representative. The sewage tank shall be painted inside and out with a high solids paint.

The Contractor shall install new metallic piping to serve the new sewage tank and discharge. New sewage piping has the following requirements:

- Piping shall be fashioned such that the toilet drains to the sewage tank by means of a gravity drain. Tank shall discharge out the main deck discharge described above. No other piping, besides the vent described above, is required for the sewage system. All piping shall conform to EBDG drawing 18105-528-0.
- A threaded cap shall be installed at the discharge pipe on the main deck.
- Piping hangers shall be installed as necessary to support the particular piping arrangement.
- Gravity draining sewage piping shall be installed with 1/4" minimum downward pitch per foot of horizontal run.
- All new piping shall be carbon steel, ASTM A53, ANSI B36.10, Schedule 40 pipe.
- All material and workmanship shall conform to USCG requirements and good shipbuilding practices.

The lump sum price for "MSD Removal and Sewage System Modification" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.



Figure 19-A: Proposed Sewage Discharge Location



Figure 19-B: NewMar Smart Charger



Figure 19-C: Existing MSD



Figure 19-D: Existing Stack Top

ITEM NO. 20 – FIRE PUMP REPLACEMENT

The Contractor shall provide all labor and materials to remove the existing fire pump and replace it with a new model. Piping shall be inspected and modified to suit the new fire pump.

The Contractor shall disconnect and remove the existing fire pump, Varisco model J2-180 TWBS, and dispose of it. The Contractor shall also remove and inspect all valves on the fire main piping, rod out and inspect (in place or in a shop) all piping on the fire main system, and open, clean, and inspect the strainer on the fire main system. The County Representative shall witness all inspections. Any material or equipment that is in need of replacement shall be renewed as a change order under Item #30. "Miscellaneous Work", repaired and modified to suit the new pump, shall be reassembled with all new gaskets.

The Contractor shall install a new fire pump on the existing fire pump foundation. The new fire pump shall be a Flowmax HHLF "HIGH OUTPUT" 2"x2" Self-Priming Centrifugal Pump, with a VFD and a 10 HP motor, cast iron casing, bronze impeller. The VFD shall be configured to run at 2850 RPM, with an acceleration rate to avoid tripping the circuit breaker. The Contractor shall install a sign adjacent to the VFD controls indicating that the pump is to be run at 2850 RPMs. One potential source for this pump is Cascade Machinery, contact information below:

Cascade Machinery & Electric, Inc
 Phone: (206) 762-0500
 Contact: Ed Lombardo
 Email: elombardo@cascade-machinery.com

The existing foundation shall be modified to suit the new fire pump as necessary. Existing fire main piping shall be replaced to suit the connection points on the new fire pump; however all existing pipe logic shall remain unchanged. The County Representative shall approve the new piping arrangement prior to installation.

Existing power cabling shall be removed, and new cabling supplied for the new pump. The existing circuit breaker, soft start, and enclosures shall be removed. A circuit breaker sized for the new pump motor, approximately 30A, shall be installed at unused locations in the main switchboard distribution section. Controls for the new pump shall either reuse the existing switches or, if new, shall be installed in the same location as the existing controls (including wheelhouse controls). Low voltage release capability shall be ensured. The new motor shall be 208V, three phase, TEFC.

All manuals and documentation for the new pump, as well as pump controls (if new) shall be supplied to the County at vessel redelivery.

The lump sum price for "Fire Pump Replacement" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 21 – RENEW FIRE STATION VALVE

The Contractor shall provide all labor and materials to renew the local control valve on Fire Station No. 1, located in the engine room. Existing valve shall be removed and disposed of by the Contractor.

The local control valve, shown in Figure 21-A below, shall be removed and replaced with an in-kind valve. Contractor shall confirm the size, make, and model of the existing valve prior to ordering a replacement. Valve shall be shown to be operational prior to acceptance by the

County. The Contractor shall verify the valve size, type, and material prior to ordering a replacement valve. Valve stem and body shall be painted to match the existing piping. The in-kind replacement valve cost shall be submitted on a CFR under Item #30 "Miscellaneous Work".



Figure 21-A: Fire Station Valve

The lump sum price for "Renew Fire Station Valve" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 22 – PILOT HOUSE WIPER RENEWAL

The Contractor shall provide all labor and materials necessary to upgrade the window wipers for the pilot house windows. The existing wiper system shall be removed and disposed of by the Contractor.

The existing wiper system on board the vessel shall be entirely removed. The wiper motors and all associated controls and components shall be removed. Wiring shall be reused or terminated at the nearest junction box. All bolt holes, studs, or unused foundations shall be removed and ground smooth. Any paint disturbed by the removal or grinding shall be restored to its original condition. Existing motors are located under the windows on either end of the vessel, inside the pilot house consoles. Existing motor is shown in Figure 22-A, below.

Contractor shall purchase and install new wiper motors and blades for both the No. 1 and No. 2 ends of the pilot house. New System shall consist of the following:

- (2) ea Exalto Wiper Motor, model 223BD, 12V/23Nm
- (2) ea Exalto Pantograph Arm
- (2) ea Exalto Heavy Duty Wiper Blade
- (2) ea Exalto Combination Switch for Wiper with Panel

New wiper motors and blades shall be installed per manufacturer recommendations. Existing wiper motor foundations should be modified or replaced to suit the new motors. Cabinetry and drawers shall also be modified as necessary. The Contractor should attempt to reuse bulkhead penetrations for wipers; however exact locations and dimensions for existing penetrations are unknown. Any modified or abandoned penetrations shall be verified water tight prior to close out of this work item. Contractor shall install patches or insert plates as necessary to ensure watertight integrity of pilot house bulkheads. Contractor shall coordinate with OCMI as required to obtain approval for all new or modified penetrations.

Wiring for the existing wipers shall be removed or reused to power the new wipers. New wipers shall be powered by new breakers and new 12V pilot house panel DC system on board the vessel. Contractor shall install all wiring required to power, control, and operate the new wipers.

Contractor shall install control switches for the new wipers in the same area as the existing wiper controls, which are to be removed by this work item. The Contractor shall modify the pilot house console as necessary to install the switches; however no other controls or displays shall be moved without approval by the County Representative.

After wiper motors are installed, any temporarily removed interferences shall be reinstalled. All paint and coatings shall be restored to their original conditions. Wiper motors as well as any systems whose wiring was disturbed by the installation of the new wipers and motors shall be demonstrated to be functional prior to acceptance of this item.

The lump sum price for "Pilot House Wiper Renewal" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.



Figure 22-A: Existing Wiper Motor

ITEM NO. 23 – SHIPYARD SUPPORT FOR ELECTRICAL TRACING

The Contractor shall provide all labor and materials to facilitate circuit tracing and investigation of electrical systems. A few aspects of the vessel electrical plant are not well understood by the Owner, so the Owner plans to investigate these details during the shipyard period.

The Contractor shall provide an electrician who shall supply eight hours of investigation support to an Owner-provided electrical engineer. The Contractor shall supply basic electrician tools and supplies, including hand tools, multimeter, zip ties, cable bands, electrical tape, wire crimp connections, etc.

The primary goals of the investigation effort will be:

- Determine the supply source and load on the transformer bank below the switchboard.
- Identify and label the loads supplied by the individual 12V batteries in the Engine Room. These battery banks are separate from the engine starting battery banks.
- Verify conductor sizes for loads supplied by the 12V DC panel in the Pilot House.
- Verify negative grounding of Pilot House DC systems
- Document switching arrangement for 24V lights in Engine Room and Purser's desk.

The vessel shall have AC shore power available during the investigation process, and the Upgrade Shore Power Connection item shall be completed prior to investigative work.

The lump sum price for "Shipyard Support for Electrical Tracing" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 24 – UPGRADE SHORE POWER CONNECTION

The Contractor shall provide all labor and materials to upgrade the connection between the shore power inlet fitting, located on the side of the switchboard, and the electrical bus within the switchboard. The inlet fitting is a three phase component but is currently wired in a single phase configuration. Convert the connection to a three phase configuration capable of carrying 40A.

Install a phase rotation/phase sequence indicator, Megacon 243-12P, or equal. The indicator will be provided by the owner for installation in the switchboard. Mount the indicator in the door of the main switchboard, and label it appropriately. Wire the indicator according to its installation instructions, and provide the wiring diagram and any manufacturer supplied manual to the Owner.

The lump sum price for "Upgrade Shore Power Connection" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 25 – UPGRADE FLOODLIGHTS TO LED

The Contractor shall provide all labor and materials to upgrade the vehicle deck flood lighting to LED fixtures. The upgrade shall also incorporate independent switching for each light.

The existing installation features four halogen or sodium floodlights, one per quadrant of the vessel, illuminating the vehicle deck area. Lights are mounted on top of the passenger cabin. The two lights at each end are controlled by a single switch on the respective Pilot House control console.

Remove and return to the County, the four existing floodlights. Install four new commercial marine grade LED flood lights, Glamox FL60 9000 850 120 M25 MB US, two module medium beam 80W, or equal. The floodlights will be provided by the Owner. Modify the existing light foundations as necessary to accommodate the new fixtures.

Modify the flood light electrical configuration to allow independent switching of each flood light. The two existing switches in the Pilot House control consoles may be retained. Add one additional switch to each control console, in a specific location approved by the Owner. The new switch shall be placed in relationship to the existing switch to correspond with the controlled light; e.g., the left switch shall control the left light, and the right switch shall control the right light; do not crisscross. Label the new switches, and modify or replace the labels on the existing switches as appropriate. Remove and dispose of existing flood light cabling downstream of the Pilot House console switches. Install new cable runs from switches to suit new installations.

The lump sum price for "Upgrade Floodlights to LED" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 26 – FUSE ADDITION

The Contractor shall provide all labor and materials to add fuses to the engine starting cabling, and to the battery charger outputs.

Install a fuse holder and fuse in the engine starting cabling, adjacent to each isolation switch. Place the fuses between the isolation switches and engines. Battery charger fuse holders and fuses shall be located adjacent to the battery chargers. Label each fuse holder with the trip rating of its associated fuse. All fuses shall be UL Listed. Use the following items, or equal:

- Engines: Class T fuses and holders 400A, Blue Sea Systems part numbers 5502 and 5121. Provide one set for each engine.
- 12V battery charger in Engine Room, NewMar PT-40U: Eaton Bussman JM60060-1CR, CVR-J-60060, JKS-50. The charger will be relocated approximately 3 feet forward as part of Item No. 19; coordinate the fuse addition with the charger relocation.
- 24V battery charger in Pilot House, Mastervolt Chargemaster 24/30-3: Eaton Bussman JM60060-1CR, CVR-J-60060, JKS-40.

In addition to fuses installed, provide one spare fuse of each type and trip rating to the Owner.

The lump sum price for "Fuse Addition" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 27 – CABINET MODIFICATION

The Contractor shall provide all labor and materials necessary to install a new crew cabinet as described below. The existing cabinet in the No. 1 end passenger cabin shall be removed and returned to the County.

Existing crew cabinet, currently located in the No. 1 passenger cabin on the main deck, shall be removed from the vessel. Cabinet is anticipated to be delivered empty, however Contractor shall verify that no ship property or crew effects remain in the cabinet. Any found items shall be returned to the County Representative.

In the same location as the removed cabinet, the contractor shall fabricate and install a new crew cabinet. The new cabinet shall conform to Figure 27-A, below. The key requirements of the new cabinet are as follows:

- New cabinet shall be of wood construction. The main body shall be constructed of 3/4" plywood, or equal. Exposed surfaces of the cabinet shall be painted or finished in a color chosen by the County Representative.
- The new cabinet shall fit in the space of the existing cabinet. The maximum clear distance between the existing bench seats is 47-1/2 inches. The cabinet shall be, at most, 36 inches deep without the pocket table extended. The cabinet shall be approximately 60 inches tall.
- Cabinet shall include a top compartment with large, lockable door.
- Cabinet shall include a pocket table capable of sliding into the cabinet body and sliding out and locking in an extended position. The table, in its extended locked position, shall have a useable surface at least 32 inches wide.
- The cabinet shall include, below the pocket table, six individually locking drawers.

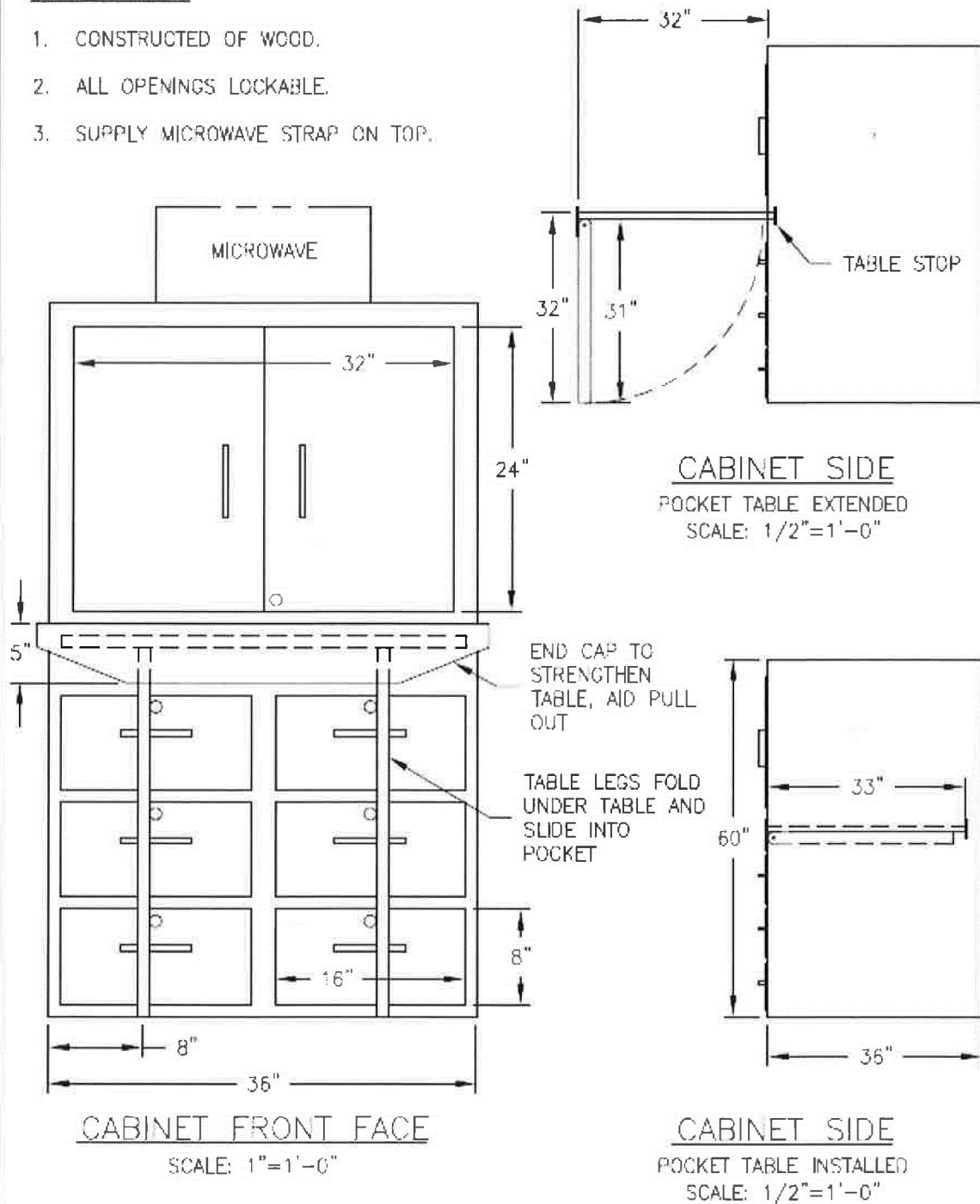
- The Contractor shall fabricate a screw-down metal strap on the top of the cabinet to secure a microwave. Exact dimensions of the microwave are available from the County Representative. Strap shall be fashioned so that it is removable and re-installable by the crew with simple hand tools.
- The cabinet shall be fashioned and installed so as to not prevent access to any existing electrical outlets.
- Cabinet shall be secured to the deck by means of a bolted foundation. Foundation shall be designed, built, and installed by the Contractor. Any paint disturbed by foundation installation, including in the compartment below, shall be restored to its original condition by the Contractor.

For each locking drawer or compartment in the cabinet, the Contractor shall supply the Owner with at a minimum five matching keys for each lock.



GENERAL NOTES

1. CONSTRUCTED OF WOOD.
2. ALL OPENINGS LOCKABLE.
3. SUPPLY MICROWAVE STRAP ON TOP.



OWN: MWR	CKD: ZWM	DATE: 1/18/2019	JOB#: 18105	REV: 0	SHEET: 1	OF: 1
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Figure 27-A: New Crew Cabinet

The lump sum price for "Cabinet Modification" shall be full compensation+ for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 28 – ANNUAL RADAR MAINTENANCE

The Contractor shall provide all labor and materials to facilitate annual radar maintenance. The Contractor shall engage a qualified commercial marine electronics vendor to provide any required periodic maintenance or software updates to all radar system components. The radar displays are Furuno TZTL12F and the antennas are DRS6AX. Maintenance items shall include cleaning the antenna scanner, and examining the antenna interior for loose electrical or fastener connections, leaks, drive motor brush dust, or other accumulations. Clear electronics surfaces with electronics grade compressed air, and vacuum out any debris. Allow the Owner's representative to witness the interior of the unit before reassembling.

Check other navigation equipment components, including power supplies, radar displays, AIS, radios, depth sounder, etc. for loose electrical connections or mounting hardware.

The lump sum price for "Annual Radar Maintenance" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 29 – DOCK & SEA TRIALS

The County will provide crew and fuel to accomplish dock and sea trials. The Contractor and Tri-County Engine, Inc. shall provide additional labor, tools, equipment, and materials to accomplish dock and sea trials once all work has been completed. All Caterpillar, Inc., and Tri-County Engine, Inc. requirements for engine break-in, testing, and commissioning are to be accomplished.

The Contractor (in conjunction with Tri-County Engine, Inc.) is to develop written dock and sea trial agendas in accordance with the full scope of work that has been accomplished. These agendas are to be approved by the County representative 72 hours in advance of the respective trials.

During both Dock and Sea Trials, the Contractor is required to properly test, evaluate, and record performance of each and every system (electrical, piping, FO, cooling, hydraulic, alignments, etc.) that has been affected during the course of this yard period. Any equipment or system performance deficiency is to be corrected by the Contractor and/or Tri-County Engine, Inc. as applicable. Test and trial results are to be provided to the County within one (1) week of conclusion of successful Dock and Sea Trials.

The lump sum price for "Dock and Sea Trials" shall be full compensation for all labor, tools, equipment, and materials to perform the work as specified herein.

ITEM NO. 30 – MISCELLANEOUS WORK

This item shall include miscellaneous work that may be required by the County's representative. All work shall be performed at the direction of and be approved by the County's representative.

Payment will be on a time and materials basis, including mark-up, as pre-approved by the County's representative. For the purpose of bid evaluation a \$125,000.00 cost has been estimated for work under this item.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

General

The following amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. Each amendment contains all revisions to the applicable section of the Standard Specifications, exclusive of any revisions or modifications contained in the Special Provisions.

Section 1-01, Definitions and Terms

Section 1-01, "Definition and Terms", is amended herewith such that references to State level regulatory bodies or approving authorities may also be read and interpreted as references to appropriate and applicable regulatory body or approving authority specific to Whatcom County. The State level regulatory bodies, approving authorities and their corresponding Whatcom County counterparts are as follows:

<u>State Level Reference</u>	<u>Whatcom County Counterpart</u>
State	Whatcom County
Manager	Whatcom Fleet Manager or designated representative

The County's designated representative shall be interpreted to mean "Whatcom County" unless otherwise specified. Said interpretations shall be subject to the determination of the County Fleet Manager, whose decision shall be final.

Section 1-07.18, Public Liability and Property Damage Insurance

The first and second full paragraphs after the second paragraph of Section 1-07.18 of the Standard Specifications are revised to read:

The amount of coverage shall be not less than \$8,000,000 for bodily injury, including death, with an aggregate of \$8,000,000; and property damage of not less than \$8,000,000.

Certification by the Contractor that a policy, or endorsement to an existing policy, naming the County as an Additional Insured, shall be considered as primary, shall waive all rights of subrogation, and the County insurance being noncontributory and otherwise satisfying the requirements set forth above has been obtained from a particular company and is in effect shall be forwarded to the County prior to execution of the contract by the County Executive. Said certificate shall include, in addition, certification of the following insurance policies in force and effect:

1. Ship Repairs and Legal Liability Insurance - \$8,000,000 (minimum)

EXHIBIT "B"
(COMPENSATION)

BID PROPOSAL, ACCEPTED BY COUNTY
2019 Drydocking, Repair, and Maintenance of the Whatcom Chief
Lake Union Drydock Company

ITEM #	ITEM DESCRIPTION	BID AMOUNT
1	DRYDOCK VESSEL/MISC ITEMS	\$ 100,698.00
2	INTERNAL COMPARTMENTS	\$ 19,067.00
3	CLEAN AND PAINT SEA VALVES	\$ 2,740.00
4	REPLACE ALL ZINCS	\$ 11,046.00
5	KEEL COOLERS	\$ 4,024.00
6	INSPECT/REPAIR PROPELLERS	\$ 4,061.00
7	RUDDERS	\$ 3,403.00
8	THROTTLE ACTUATOR BOX	\$ 7,175.00
9	MAIN ENGINE MAINTENANCE AND GENERATOR MAINTENANCE	\$ 6,806.00
10	INTERMEDIATE SHAFT BEARINGS MAINTENANCE	\$ 7,658.00
11	TAIL SHAFT BEARINGS	\$ 54,478.00
12	REPACK STUFFING BOX	\$ 1,871.00
13	FIRE SUPPRESSION SYSTEM TESTING	\$ 3,273.00
14	FUEL TANK INSPECTION AND REPAIR	\$ 5,449.00
15	REPAIR BILGE PAINT UNDER TAILSHAFT	\$ 2,774.00
16	DECKHOUSE WINDOW REPAIR	\$ 14,740.00
17	REPAIR EXHAUST PIPING ON PILOT HOUSE TOP	\$ 23,533.00
18	VOID VENT REPAIR	\$ 11,227.0
19	MSD REMOVAL AND SEWAGE SYSTEM MODIFICATION	\$ 63,833.00
20	FIRE PUMP REPLACEMENT	\$ 34,269.00
21	RENEW FIRE STATION VALVE	\$ 357.00
22	PILOT HOUSE WIPER RENEWAL	\$ 15,454.00
23	SHIPYARD SUPPORT FOR ELECTRICAL TRACING	\$ 703.00
24	UPGRADE SHORE POWER CONNECTION	\$ 1,071.00
25	UPGRADE FLOODLIGHTS TO LED	\$ 6,170.00
26	FUSE ADDITION	\$ 1,508.00
27	CABINET MODIFICATION	\$ 17,637.00
28	ANNUAL RADAR MAINTENANCE	\$ 963.00
29	DOCK AND SEA TRIALS	\$ 4,231.00
30	MISCELLANEOUS WORK (CHANGE ORDER PRE-APPROVAL REQUIRED)*	\$ 125,000.00
	TOTAL	\$555,219.00

*The total bid amount listed above includes a contingency amount of up to \$125,000 as reflected in Item No. 30, Miscellaneous Work. If the additional miscellaneous work items provided in that item is not performed or is performed to a lesser extent that results in a charge less than the full \$125,000, the total amount to be paid on the work performed under this contract will be reduced accordingly from the total listed here.

SUPPLEMENTARY INFORMATION

The Undersigned Bidder hereby acknowledges that the information furnished under this section will be considered in conjunction with the bid proposal prices listed above, in the evaluation of bids for contract award.

Drydock Location

1515 Fairview Ave E

Seattle, WA 98102

Categories and Rates of Labor (not performed by a subcontractor)

The Undersigned Bidder certifies that all work to be performed under this Contract, except that work, which will be performed by a subcontractor when approved in advance by the County, will be performed by the following classifications of labor for the rates as shown. The Undersigned agrees to accept as payment for said work the schedule of labor classifications and rates as set forth below. In order for bid to be considered, the following rates must be listed.

Classification	Rates	
Shipyard Hourly Rate	\$ 96.00	
Overtime Hourly Rate	\$144.00 (OT); \$192.00 (DT)	
Overhead Crane Hourly Rate	\$ 50.00 plus labor	
Forklift Hourly Rate - Please specify size(s)	\$ 96.00 (labor only)	Forklift Size: 6,000 lbs
	\$	Forklift Size:
	\$	Forklift Size:
Material Markup Rate		20 %
Subcontracted Activities Markup Rate		20 %



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WA#877030 AssuredPartners of Washington, LLC dba MCM AssuredPartners of Wash. Ins. Agency, LLC CA Lic OK61066 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	1-206-343-2323	CONTACT NAME: Angela N. Kern PHONE (A/C, No, Ext): (206) 262-6377 FAX (A/C, No): (206) 508-5910 E-MAIL: angela.kern@assuredpartners.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL INS CO INSURER B: ENDURANCE AMER INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35289 10641
INSURED Lake Union Drydock Company 1515 Fairview Way Avenue East Seattle, WA 98102			

COVERAGES

CERTIFICATE NUMBER: 56801448

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ship Repairers Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	H877400	02/01/19	02/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MCM19078XS	02/01/19	02/01/20	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WHATCOM CHIEF (Bid 19-39) repair & maintenance

Whatcom County Is named as additional insured. This insurance shall be considered as primary and shall waive all rights of subrogation. The county insurance shall be noncontributory.

CERTIFICATE HOLDER**CANCELLATION**

Whatcom County Public Works Eric L. Schlehuber, Division Manager 901 W Smith Road Bellingham, WA 98226-9610 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Damon Z. Newman</i>
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ACORD 25 (2016/03)

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RyanWate
56801448



Policy No: TBD

MARINE SERVICES LIABILITY POLICY

ADDITIONAL INSURED AND WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT (BLANKET)

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. WHO IS AN INSURED (Section II) is amended to include any person or organization as an Insured under this policy to the extent you are obligated by an "insured contract" to include them as Additional Insureds, but only with respect to "your work".
- B. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Loss Condition in the Common Conditions is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by an "insured contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

- C. PRIMARY & NON-CONTRIBUTORY

The OTHER INSURANCE Loss Condition in the Common Conditions is amended by the addition of the following and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in an "insured contract" that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain unchanged.

EXHIBIT "D"
(CONTRACTOR'S DECLARATION)

ATTACHMENT D
Whatcom County Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Lake Union Drydock Company	Phone:	(206)323-6400
Contact Person:	G. H. Stebbins III	Fax:	(206)324-0124
Address:	1515 Fairview Ave E Seattle, WA 98102		

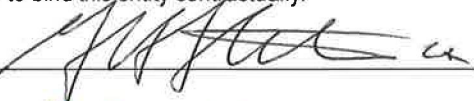
II. E-VERIFY ENROLLMENT (check one or more boxes)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Subcontract is \$25,000 or higher.

www.uscis.gov/e-verify

- ☐ Contractor is enrolled in E-Verify
- ☒ Contractor is exempt from this requirement because:
- ☐ Contract (grant) is less than \$100,000.
 - ☐ Contract is for commercial off the shelf items (COTS).
 - ☒ Contract work is for less than 120 days.
 - ☐ Contract work is all performed outside of the U.S.
 - ☐ Subcontract is for less than \$25,000.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature 
Date 7-30-19

Name G. H. Stebbins III
Title President

EXHIBIT "E"
(ATTACHMENTS)

In this section are the following attachments: Contract Performance Bond and Retainage Investment Option. The Contractor, upon selection of the desired option for retainage, will execute the appropriate forms which will then be appended hereto.

CONTRACT PERFORMANCE BOND

Bond No. 023209776

KNOW ALL MEN BY THESE PRESENTS, that we, Lake Union Drydock Company of Seattle, Washington, as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Washington and duly licensed to conduct a general surety business in the State of Washington as Surety, are held and firmly bound unto Whatcom County, as Obligor herein, in the sum of FIVE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$555,219.00 USD), lawful money of the United States, for which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, and successors, jointly and severally by these presents, for the term of the bond or any extension thereof that may be granted by the County according to the terms stated below.

WHEREAS, the above named Principal has executed and entered into a certain Contract, with the Obligor, dated on 29th day of July, 2019 in the Contract described, which Contract is hereto annexed.

NOW THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform and fulfill each and every obligation of the covenants, conditions, stipulations, and agreements in the Contract mentioned to be performed and fulfilled; and shall promptly make payment to all persons supplying him with labor, equipment and materials in the prosecution of the work provided for in the Contract; and shall keep the Obligor harmless and indemnified from and against each and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the Obligor, growing out of or incurred in the prosecution of the work according to the terms of the contract; and shall repay to the Obligor all sums of money which the Obligor may pay to other persons on account of work and labor done or materials furnished on or for the Contract; and if the above Principal shall pay to the Obligor all damages or forfeitures which may be sustained by reasons of the nonperformance or malperformance on the part of the above Principal of any of the covenants, conditions, stipulations, and agreements of this Contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue. It is, however, mutually understood between the parties hereto, that in no event shall the Surety be liable for a greater sum than the penalty of this bond.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 29th day of July, 2019.

PRINCIPAL

Lake Union Drydock Company

Company Name

Signature

G. H. Stebbins III

Print

1515 Fairview Ave E, Seattle, Washington 98102

Address

ATTORNEY-IN-FACT, SURETY

Liberty Mutual Insurance Company

Company Name

Signature

Amber Engel, Attorney-in-Fact

Print

601 Union Street, STE 1000, Seattle, WA 98101

Address

The Attorney-In-Fact (Resident Agent) who executes this bond on behalf of the Surety must attach a copy of his/her Power-of-Attorney as evident of his/her authority.

WHATCOM COUNTY:

Approved as to form:



8/7/19

Christopher Quinn, Senior Deputy Prosecuting Attorney

Date



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197857-969071**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Timothy S. Buhite, Debbie Lindstrom, Jamie Stroh, Scott Alderman, John Drumme Jr., Amber Engel, Peggy A. Firth, Brandi Heinbaugh, Kathleen M. Mitchell, Deanna K. Nakashima, Roxana Palacios, Steven W. Palmer, Katie Snider, Angela D. Tonnon, Gail E. Tsuboi, Holly E. Ulfers

all of the city of Seattle state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of October, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RETAINAGE INVESTMENT OPTION

CONTRACTOR Lake Union Drydock Company

PROJECT NAME 2019 Annual Dry Dock (Whatcom Chief Ferry)

DATE _____

Pursuant to RCW 60.28.010, as amended, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your retainage as described in "Current Expense", Option 1 below:

- ☒ 1. **Current Expense:** The County will retain your money in its Current Expense Fund Account until sixty (60) days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- ☐ 2. **Interest Bearing Account:** The County will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- ☐ 3. **Escrow/Investments:** The County will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County, and these bonds and securities chosen by you will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. If this option is chosen, the bidder shall complete the Escrow Agreement form on the following pages.
- ☐ 4. **Retainage Bond:** The Bidder shall post a retainage bond equal to 5% of the total bid price on this. If this option is chosen, the Bidder shall complete the Retainage Bond form supplied in this document.

Retainage is normally retained 30-45 days after acceptance of work by the County or following receipt of Washington State Departments of Labor and Industries / Revenue / Employment Security, whichever takes longer.

Contractor's Signature  Title _____

LIST OF APPROVED BONDS OR SECURITIES

Please indicate which type of Bonds or Securities that have been selected by checking the appropriate number below:

1. ☐ Bills, certificates, notes or bonds of the United States.
2. ☐ Other obligations of the United States or its agencies.
3. ☐ Obligations of any corporation wholly-owned by the government of the United States.
4. ☐ Indebtedness of the Federal National Mortgage Association.
5. ☐ Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.
7. ☐ Interest Bearing Accounts

When an election is made to deposit amounts reserved in an interest bearing account in a bank, mutual savings bank, or savings and loan association, the contractor is to select an institution. Any bank selected must be a qualified public depository under RCW 39.58.010.

Deposits in an interest bearing account are to be in the name of the Department and are not to be allowed to be withdrawn without the Department's written authorization. The amounts deposited are not to be subject to withdrawal until after final acceptance of said improvement or work as completed, or until agreed to by both parties.

Interest earned on deposits is to be paid to the contractor as said interest becomes payable under the terms of the deposit. The account is to be appropriately noted by the bank, savings bank, or savings and loan association to enable that institution to report interest payments made to the contractor to the Internal Revenue Service in the proper format.

In no event shall Whatcom County approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

EXHIBIT "F"
(PREVAILING WAGES)

**Prevailing Wage Rates
Journey Level - Whatcom County
Effective Date 06/18/2019**

State of Washington Department of Labor & Industries Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540 – Telephone 360-902-5335

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. **This is a partial list that includes the most likely labor categories, if you do not see the proper job description, refer to the L&I website at:**

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Trade	Job Classification	Wage	Holiday	Overtime	Notes
Asbestos Abatement Workers	Journey Level	\$46.57	5D	1H	
Carpenters	Acoustical Worker	\$60.04	5D	4C	
Carpenters	Bridge, Dock And Wharf Carpenters	\$60.04	5D	4C	
Carpenters	Carpenter	\$60.04	5D	4C	
Carpenters	Carpenters on Stationary Tools	\$60.17	5D	4C	
Carpenters	Creosoted Material	\$60.14	5D	4C	
Carpenters	Floor Finisher	\$60.04	5D	4C	
Carpenters	Floor Layer	\$60.04	5D	4C	
Carpenters	Scaffold Erector	\$60.04	5D	4C	
Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$113.60	5D	4C	
Divers & Tenders	Dive Supervisor/Master	\$76.33	5D	4C	
Divers & Tenders	Diver	\$113.60	5D	4C	8V
Divers & Tenders	Diver On Standby	\$71.33	5D	4C	
Divers & Tenders	Diver Tender	\$64.71	5D	4C	
Divers & Tenders	Manifold Operator	\$64.71	5D	4C	
Divers & Tenders	Manifold Operator Mixed Gas	\$69.71	5D	4C	
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$64.71	5D	4C	
Divers & Tenders	Remote Operated Vehicle Tender	\$60.29	5A	4C	
Electricians - Inside	Cable Splicer	\$71.52	7H	1E	
Electricians - Inside	Construction Stock Person	\$34.97	7H	1D	
Electricians - Inside	Journey Level	\$66.89	7H	1E	
Inland Boatmen	Boat Operator	\$61.41	5B	1K	
Inland Boatmen	Cook	\$56.48	5B	1K	
Inland Boatmen	Deckhand	\$57.48	5B	1K	
Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K	
Inland Boatmen	Launch Operator	\$58.89	5B	1K	
Inland Boatmen	Mate	\$57.31	5B	1K	
Ironworkers	Journeyman	\$69.28	7N	1O	
Laborers	Air, Gas Or Electric Vibrating Screed	\$48.90	7A	3I	
Laborers	Airtrac Drill Operator	\$50.42	7A	3I	
Laborers	Ballast Regular Machine	\$48.90	7A	3I	
Laborers	Batch Weighman	\$41.45	7A	3I	
Laborers	Brick Pavers	\$48.90	7A	3I	
Laborers	Brush Cutter	\$48.90	7A	3I	
Laborers	Brush Hog Feeder	\$48.90	7A	3I	

Trade	Job Classification	Wage	Holiday	Overtime	Notes
Laborers	Burner	\$48.90	7A	3I	
Laborers	Caisson Worker	\$50.42	7A	3I	
Laborers	Carpenter Tender	\$48.90	7A	3I	
Laborers	Caulker	\$48.90	7A	3I	
Laborers	Cement Dumper-paving	\$49.81	7A	3I	
Laborers	Cement Finisher Tender	\$48.90	7A	3I	
Laborers	Change House Or Dry Shack	\$48.90	7A	3I	
Laborers	Chipping Gun (under 30 Lbs.)	\$48.90	7A	3I	
Laborers	Chipping Gun (30 Lbs. And Over)	\$49.81	7A	3I	
Laborers	Choker Setter	\$48.90	7A	3I	
Laborers	Chuck Tender	\$48.90	7A	3I	
Laborers	Clary Power Spreader	\$49.81	7A	3I	
Laborers	Clean-up Laborer	\$48.90	7A	3I	
Laborers	Concrete Dumper/chute Operator	\$49.81	7A	3I	
Laborers	Concrete Form Stripper	\$48.90	7A	3I	
Laborers	Concrete Placement Crew	\$49.81	7A	3I	
Laborers	Concrete Saw Operator/core Driller	\$49.81	7A	3I	
Laborers	Crusher Feeder	\$41.45	7A	3I	
Laborers	Curing Laborer	\$48.90	7A	3I	
Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$48.90	7A	3I	
Laborers	Ditch Digger	\$48.90	7A	3I	
Laborers	Diver	\$50.42	7A	3I	
Laborers	Drill Operator (hydraulic, diamond)	\$49.81	7A	3I	
Laborers	Dry Stack Walls	\$48.90	7A	3I	
Laborers	Dump Person	\$48.90	7A	3I	
Laborers	Epoxy Technician	\$48.90	7A	3I	
Laborers	Erosion Control Worker	\$48.90	7A	3I	
Laborers	Faller & Bucker Chain Saw	\$49.81	7A	3I	
Laborers	Fine Graders	\$48.90	7A	3I	
Laborers	Firewatch	\$41.45	7A	3I	
Laborers	Form Setter	\$48.90	7A	3I	
Laborers	Gabian Basket Builders	\$48.90	7A	3I	
Laborers	General Laborer	\$48.90	7A	3I	
Laborers	Grade Checker & Transit Person	\$50.42	7A	3I	
Laborers	Grinders	\$48.90	7A	3I	
Laborers	Grout Machine Tender	\$48.90	7A	3I	
Laborers	Groutmen (pressure)including Post Tension Beams	\$49.81	7A	3I	
Laborers	Guardrail Erector	\$48.90	7A	3I	
Laborers	Hazardous Waste Worker (level A)	\$50.42	7A	3I	
Laborers	Hazardous Waste Worker (level B)	\$49.81	7A	3I	
Laborers	Hazardous Waste Worker (level C)	\$48.90	7A	3I	
Laborers	High Scaler	\$50.42	7A	3I	
Laborers	Jackhammer	\$49.81	7A	3I	
Laborers	Laserbeam Operator	\$49.81	7A	3I	
Laborers	Maintenance Person	\$48.90	7A	3I	
Laborers	Manhole Builder-mudman	\$49.81	7A	3I	
Laborers	Material Yard Person	\$48.90	7A	3I	
Laborers	Motorman-dinky Locomotive	\$49.81	7A	3I	
Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite,	\$49.81	7A	3I	

Trade	Job Classification	Wage	Holiday	Overtime	Notes
	Shotcrete...)				
Laborers	Pavement Breaker	\$49.81	7A	3I	
Laborers	Pilot Car	\$41.45	7A	3I	
Laborers	Pipe Layer Lead	\$50.42	7A	3I	
Laborers	Pipe Layer/tailor	\$49.81	7A	3I	
Laborers	Pipe Pot Tender	\$49.81	7A	3I	
Laborers	Pipe Reliner	\$49.81	7A	3I	
Laborers	Pipe Wrapper	\$49.81	7A	3I	
Laborers	Pot Tender	\$48.90	7A	3I	
Laborers	Powderman	\$50.42	7A	3I	
Laborers	Powderman's Helper	\$48.90	7A	3I	
Laborers	Power Jacks	\$49.81	7A	3I	
Laborers	Railroad Spike Puller - Power	\$49.81	7A	3I	
Laborers	Raker - Asphalt	\$50.42	7A	3I	
Laborers	Re-timberman	\$50.42	7A	3I	
Laborers	Remote Equipment Operator	\$49.81	7A	3I	
Laborers	Rigger/signal Person	\$49.81	7A	3I	
Laborers	Rip Rap Person	\$48.90	7A	3I	
Laborers	Rivet Buster	\$49.81	7A	3I	
Laborers	Rodder	\$49.81	7A	3I	
Laborers	Scaffold Erector	\$48.90	7A	3I	
Laborers	Scale Person	\$48.90	7A	3I	
Laborers	Sloper (over 20)"	\$49.81	7A	3I	
Laborers	Sloper Sprayer	\$48.90	7A	3I	
Laborers	Spreader (concrete)	\$49.81	7A	3I	
Laborers	Stake Hopper	\$48.90	7A	3I	
Laborers	Stock Piler	\$48.90	7A	3I	
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$49.81	7A	3I	
Laborers	Tamper (multiple & Self-propelled)	\$49.81	7A	3I	
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$49.81	7A	3I	
Laborers	Toolroom Person (at Jobsite)	\$48.90	7A	3I	
Laborers	Topper	\$48.90	7A	3I	
Laborers	Track Laborer	\$48.90	7A	3I	
Laborers	Track Liner (power)	\$49.81	7A	3I	
Laborers	Traffic Control Laborer	\$44.33	7A	3I	8R
Laborers	Traffic Control Supervisor	\$44.33	7A	3I	8R
Laborers	Truck Spotter	\$48.90	7A	3I	
Laborers	Tugger Operator	\$49.81	7A	3I	
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$107.60	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$112.63	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$116.31	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$122.01	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$124.13	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$129.23	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker	\$131.13	7A	3I	8Q

Trade	Job Classification	Wage	Holiday	Overtime	Notes
	68.01-70.00 psi				
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$133.13	7A	3I	8Q
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$135.13	7A	3I	8Q
Laborers	Tunnel Work-Guage and Lock Tender	\$50.52	7A	3I	8Q
Laborers	Tunnel Work-Miner	\$50.52	7A	3I	8Q
Laborers	Vibrator	\$49.81	7A	3I	
Laborers	Vinyl Seamer	\$48.90	7A	3I	
Laborers	Watchman	\$37.67	7A	3I	
Laborers	Welder	\$49.81	7A	3I	
Laborers	Well Point Laborer	\$49.81	7A	3I	
Laborers	Window Washer/cleaner	\$37.67	7A	3I	
Metal Fabrication (In Shop)	Fitter	\$13.81		1	
Metal Fabrication (In Shop)	Laborer	\$12.00		1	
Metal Fabrication (In Shop)	Machine Operator	\$13.81		1	
Metal Fabrication (In Shop)	Welder	\$13.81		1	
Plumbers & Pipefitters	Journey Level	\$71.42	5A	1G	
Refrigeration & Air Conditioning Mechanics	Journey Level	\$81.01	6Z	1G	
Shipbuilding & Ship Repair	Boilermaker	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Carpenter	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Crane Operator	\$44.06	7Y	4K	
Shipbuilding & Ship Repair	Electrician	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Heat & Frost Insulator	\$73.58	5J	4H	
Shipbuilding & Ship Repair	Inside Machinist	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Laborer	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Outside Machinist	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Painter	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Pipefitter	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Sheet Metal	\$44.95	7X	4J	
Shipbuilding & Ship Repair	Welder/burner	\$36.36	7V	1	

Benefit Key Code

Overtime Codes Effective 03/03/2019 thru 08/31/2019

Overtime Calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**
- B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked and all hours worked on Sundays and Holidays worked shall be paid at double the hourly rate of wage.
- D. The first two (2) hours before or after a five - eight (8) hour workweek day or a four - ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four - ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday, and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas Day shall be paid at double the hourly rate of wage.
 - W. All hours worked on Saturdays, Sundays and holidays (except for make-up days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
 - Y. All hours worked outside the hours of 5 a.m. and 5 p.m. (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 X 10 workweek) and on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. (Except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 X 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
 - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of wage in addition to holiday pay.
- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and Holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours in a day, or on Sundays and Holidays, shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
 - Y. All hours worked on Saturdays (except for make-up days) shall be paid at one and one-half times the hourly rate of wage. All hours

worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6 p.m. Saturday to 6 a.m. Monday and Holidays shall be paid at double the straight time rate of pay. Any Shift starting between the hours of 6 p.m. and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6 p.m. Saturday to 5 a.m. Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16 and October 14 and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15 and March 15 shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. All hours worked between the hours of 10 p.m. and 5 a.m., Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays, and holidays shall be paid at double the hourly rate of wage.

- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- F. All hours worked between the hours of 6 p.m. and 6 a.m., Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the

hourly rate of pay.

- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12 a.m.) and eight a.m. (8 a.m.) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

5. HOLIDAY CODES

- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (7).
- K. Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).

- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (9).
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, one-half day before Christmas Day, and Christmas Day (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (7).
- T. Paid holiday: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas (10) paid holidays.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).

6. HOLIDAY CODES

- A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before or After New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day and a Half-Day on Christmas Eve Day (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, Christmas Eve Day, and A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last working day before Christmas Day, and Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

7. HOLIDAY CODES

- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls

on a Saturday shall be observed as a holiday on the preceding Friday.

- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the last work day before Christmas Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day(10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after Or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after Or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above

listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

15. HOLIDAY CODES

- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
- D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
- E. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last workday before Christmas Day, and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

8. NOTE CODES

- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$0.75, Level B: \$0.50, and Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows - Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, and Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or

Idaho. This classification is only effective on or after August 31, 2012.

- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

EXHIBIT "G"
(PACKET FOR ADDENDUM 1)

ADDENDUM #1

Bid #19-39

2019 Drydocking, Repair & Maintenance of the Whatcom Chief Ferry

ATTENTION ALL BIDDERS & DOCUMENT HOLDERS

This Addendum 1 consists of a total of 17 pages, including this page.

Bid opening date and time shall remain the same: **2:30 PM, Tuesday, June 18, 2019.**

The bid documents have been amended as follows. The following changes are hereby made part of the contract documents and plans.

NOTE: Bidders are required to acknowledge receipt of this addendum on page 17 of the Bid Response Forms for the bid proposal to be considered complete. Failure to acknowledge receipt of the Addendum may become cause for rejection of the Bid.

The following changes are as a result of the mandatory pre-bid meeting held aboard the Whatcom Chief on Thursday, May 23, 2019 and questions received to date.

PART III- SCOPE OF WORK

Please see attached:

- Q & A's

Bid #19-39
2019 Drydocking, Repair & Maintenance of the Whatcom Chief Ferry
Addendum #1
Questions & Answers

GENERAL

Q1: Several essential drawings are referenced in the specifications, could Whatcom County provide the contractor copies of these drawings?

A: Yes, see Figure 19-E (EBDG 18105-528-0) on page 11 of Addendum 1.

PROGRESS OF WORK / TIME OF COMPLETION

Q2: The scope of specified repairs and the sequential nature of these repairs suggests the need to extend the performance period for this repair availability. We request that the performance period for the contractor repair tasks be expanded from two (2) weeks to three (3) weeks.

A: Unfortunately, the timeframe will not be changed.

ITEM NO. 1 – DRY-DOCK VESSEL / MISC. ITEMS

Q3: Can Whatcom County supply last year's docking plan to the bidders to show how many block spots are to be prepped and painted?

A: Yes, see Figure 1: Docking Plan on page 3 of Addendum 1.

Q4: In paragraph no. 6 - Underwater Hull; is the contractor to assume that the two coats of Amercoat 235 anti-corrosive paint is to be spot coats to the 200 square feet of prepped areas?

A: Yes.

Q5: In paragraph no. 6 - Underwater Hull; is the contractor to assume that the one coat of ABC #3 paint is to be a full coat to the entire underwater hull rather than a spot coat?

A: Yes, full final coat.

Q6: In paragraph no. 7 - Freeboard; is the contractor to assume that the two coats of Amercoat 235 anti-corrosive paint is to be spot coats to the 200 square feet of prepped areas?

A: Yes, spot coats only.

Q7: In paragraph no. 7- Freeboard; is the contractor to assume that the one coat of Amercoat 229 paint is to be a full coat to the entire Freeboard areas as described in the specifications for the 229 gloss black and the 229 gloss white rather than a spot color coat?

A: Full coat.

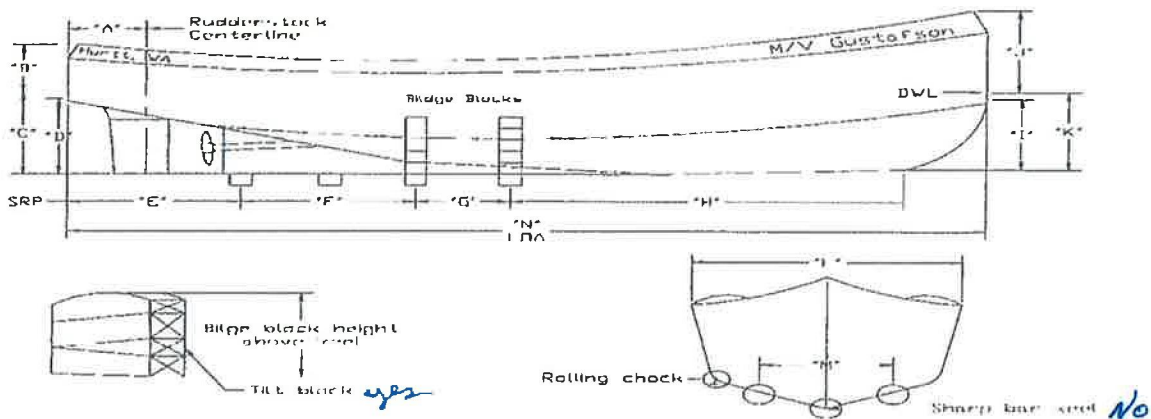
Q8: In paragraph no. 13- Deck Preparation; the one gallon of Ameron 237 primer is not made anymore. Can it be substituted with another gallon of Amercoat Bar-Rust 235 Epoxy Primer?

A: Substitute with appropriate one gallon of Ameron compatible granulated non-skid.

Foss Shipyard Seattle		Ref: PRO_PC_902 Technical Review of Docking Plans and Planning of Docking Operations		Rev: A	Date: 5-29-2018
Title: Docking Card, Vessel		Index: 01-004C		Approved	Giles Ogden, Director
Project Title:		Project Number:		Network-Activity:	
*****WHATCOM CHIEF*****					
Superintendent:		Project Manager:		Quality Rep	Lead Person

DATE: 5-29-2018 DOCK NO: 2 OR 3

DOCKING INFORMATION						
DIM "A"		BB #	D.D.#	BLOCK HEIGHTS	PULL	CONT
DIM "B"	7'8"	1		59" - 8"TB - ROUND		
DIM "C"	6'9"	2		44" - 6"TB - ROUND		
DIM "D"	5'9"	3		44" - 6"TB - ROUND		
DIM "E"	12	4		59" - 6"TB - ROUND		
DIM "F"	14'	5				
DIM "G"	16'	6				
DIM "H"	49'	7				
DIM "I"	5'9"	8				
DIM "J"	7'8"	9				
DIM "K"	6'9"	10		SRP TO 1 ST KEEL BLOCK IS 12'		
DIM "L"	44'	11		SRP TO 1 ST BILGE BLOCK IS 26'		
DIM "M"		12				
DIM "N"	100'	13				
DIM "P"						
DIM "Q"						
NOTES: FERRY IS A SINGLE RUDDER AND PROP AT BOTH ENDS 6" OF LEEWAY ON SRP LINE UP						
ROLLING CHOCKS	NO					
DROP SHOE	NO, EVEN WITH KEEL FWD AND AFT.					
KEEL COOLERS	CHANNEL					
SEA CHEST						
TRANSDUCER						
BAR KEEL	NO					
LENGTH OF KEEL IN CONTACT WITH KEEL BLOCKS IS:		77'				



Reviewed by: <i>Karen Smith</i>	Docking Plan is: GOOD
Date: 5-29-2018	Comments:

Figure 1: Docking Plan

ITEM NO. 6 – INSPECT/REPAIR PROPELLERS

Q9: A static balancing test of the propellers would have to be done at a propeller repair facility. Since the propellers aren't removed on this item and they are removed in Item 11 – Tailshaft Bearings. Would the County change the balance testing to be done in Item No. 11 – Tailshaft Bearings?

A: Yes.

ITEM NO. 11 – TAILSHAFT BEARINGS

Q10: In paragraph no.1- The specifications call out to remove the propeller, rudder, and tailshaft. Contractor assumes the no. 1 and no. 2 end propellers, rudders, and tailshafts are to be removed?

A: Yes.

Q11: Can the Contractor assume that we are to remove both the No. 1 and No. 2 rudders blades only, not the rudder stocks?

A: No, rudder blades and rudder stocks are to be removed.

Q12: Since the tailshafts, couplings and propellers are being removed. The contractor doesn't see anything about tailshaft inspections in the lathe, such as (cleaning shafts for inspections, measure shaft bearing journal wear areas, run out readings, dye penetrant testing in keyways, thread areas, radius transition areas between threads and tapers, shaft tapers). Does the County want to add this to the specifications?

A: Yes.

Q13: Since the tailshafts, couplings and propellers are out, should the propellers and couplings have a blue fit check to the tailshafts? Does the County want to add this to the specifications?

A: Yes.

Q14: Usually after the blue fit checks are done on the couplings to the tailshafts, the couplings are reinstalled on the tailshafts and the shafts are put in the lathe and the coupling faces are checked for run outs on the coupling faces. Does the County want to add this to the specifications?

A: Yes.

Q15: In paragraph no. 6 – The specifications say, after installation, the Contractor shall perform shaft alignment. Will the County change this to say, the contractor shall perform shaft alignment readings when the vessel is waterborne?

A: Yes.

Q16: Since the contractor wouldn't know the extent of the alignments needed till all readings were taken, should any re-alignments of shafting, bearings, reduction gear and engines be done on a change order?

A: Yes and to the satisfaction of the County Representative.

ITEM NO. 14 – FUEL TANK INSPECTION AND REPAIR

Q17: What is the gallon Capacity of the No. 1 fuel Tank?

A: 2500 gallons. It is anticipated there will be approx. 1000 gallons combined total from both No. 1 & No. 2 End fuel tanks upon arrival at the shipyard.

Q18: If the Contractor removes the existing fuel from the No. 1 fuel tank, can it be stored off the vessel and returned if it is tested to be good and filtered when it is reinstalled in the No. 1 fuel tank?

A: Yes.

Q19: If we remove the fuel and dispose of it properly and buy new fuel of the proper type and quantity, does it have to be tested and filtered to refill the fuel tank?

A: No, subject to providing invoice/receipt documentation.

Revise paragraph 1 to read:

The Contractor shall provide all labor and materials to inspect and repair the 2500 gallon No. 1 End Fuel Oil Tank.

Revise paragraph 2 to read:

Gauging reports and repair recommendations must be returned within 12 hours or less. Contractor shall arrange for County Representative and USCG to witness inspections while the tanks and voids are open and gas freed.

ITEM NO. 15 – REPAIR BILGE PAINT AND UNDER TAILSHIFT (INTERMEDIATE SHAFT)

Q20: It states repair failing paint under the tailshafts on both ends along vessels centerline in bilge areas in ten bays. Should the contractor assume that the area extends under the intermediate shafts on both ends too?

A: Yes and there are 5 bays per side.

ITEM NO. 16 – DECKHOUSE WINDOW REPAIR

Q21: Who will supply the new laminate glass window, the contractor or Whatcom County?

A: The contractor.

Q22: Can Whatcom County provide a drawing depicting the wheel house windows?

A: No, not available.

Q23: Can Whatcom County provide specifications for the replacement "laminate glass" window?

A: No, not available. For bidding purposes assume standard 3/8" laminated glass with approx. dimensions of 3 ½ ft. x 4 ft. (to be physically verified before contractor ordering).

Q24: What is the thickness of the new laminated glass in the No. 1 end starboard side pilothouse sliding window to be?

A: Current laminate glass is 3/8" thick.

Q25: If the window frames and or the house structure are corroded and is in need of repairs or replacement, would the County consider this as a change order considering the contractor doesn't know the extent of work that is needed?

A: Yes.

ITEM NO. 17 – REPAIR EXHAUST PIPING ON PILOT HOUSE TOP

Q26: Is the contractor to assume that the (4) new exhaust pipe are to be replaced from the upper tips of the pipes to the plate at the top of the stack and replace the (4) rain caps attached to the pipes just above the stack top?

A: Yes and yes.

Q27: Does the County want the contractor to replace the steel plate inside the coaming on the top of the stack where the exhaust pipes come through?

A: Yes.

Revise paragraph 3 to read:

In addition to repairing the exhaust piping, each exhaust pipe shall be fitted with a rain ~~flap~~ caps designed for use on a marine exhaust system, where the piping penetrates the stack diaphragm plate. The rain ~~flaps~~ caps shall be installed so that exhaust gas can freely escape but water is not able to enter the stack. The rain ~~flaps~~ caps shall be supplied by the Contractor and approved by the County Representative prior to installation. Rain ~~flaps~~ caps shall be shown not to restrict the flow of exhaust gas prior to acceptance of this work item.

ITEM NO. 19 – MSD REMOVAL AND SEWAGE SYSTEM MODIFICATION

Q28: Is the old MSD Tank considered scrap and can it be cut up to remove it from the engine room?

A: Yes.

Q29: What is the capacity in gallons of the existing MSD Tank?

A: 48 gallons.

Q30: Will the existing MSD Tank be pumped out and be at low suction before coming to a shipyard or will it be full?

A: For bidding purposes assume the tank will be half full with up to 24 gallons to be disposed of.

Q31: The new tank that is to be installed, it's dimensions of 60" x 28" x 36" won't go into the engine room without fabricating the tank in the engine room or cutting a access hole in the overhead of the engine room to get it in as one piece. Both options require time which this contract is too short as it is. Would the County consider a different size of tank that would fit through the engine room access opening or extending the length of the performance period to make a tank in place or cut an access hole?

A: Please use the tank size specified. If required and preferred by the Contractor, a temporary access hole may be cut in a location designated by the Contractor and approved by the County Representative. One possible location is around the existing escape ladder. Any temporary access shall be repaired with full penetration welds and fresh paint in the area damaged by hot work.

Q32: Would the County let the contractor keep some of the existing piping for the new sewage holding tank (drain pipe from the toilet to the tank, vent pipe from just outside the bathroom to the tank.) and just modify and renew the drain piping and vent piping in the engine room needed to hook up to the new tank?

A: Yes, Contractor may reuse existing piping.

Q33: During the ship check, it was discussed to extend the existing vent pipe just outside the bathroom wall and to go up alongside the house and beside the existing pilot house roof drain pipe and go up through the overhang of the pilot house roof and end with a goose neck instead of going up through the stack. Is this acceptable to the County?

A: This is acceptable provided the modified vent terminates above the top of the pilot house. Final location of the goose neck shall be approved by the County Representative to ensure adequate access to entire pilot house top.

Q34: Can the contractor install the new discharge piping going to the No. 1 End (shorter route) of the engine room and up through the deck just outside and at the end of the No. 1 end of the passenger cabin?

A: Yes.

Q35: Does the County want a containment coaming on the deck around the discharge piping if located on the No. 1 end? What size would the coaming have to be (length, width, height, thickness)?

A: Yes. New coaming to be of similar height, dimensions, and arrangement as existing No. 2 end coaming. See Figure 19-D.

Q36: Does the County want a shut off valve at the end of the discharge piping above the deck with a 2" female cam lock fitting and 2" cam lock plug? What type of 2" valve would be required?

A: No shut off valve will be required.

Q37: Can the County supply the EBDG drawing 18105-528-0?

A: Yes, see Figure 19-E: Sewage System Diagram on page 11 of Addendum 1.

Q38: Need more information on the type of high level alarm (type, model no., light, gage, siren, voltage, power source)?

A: Local indicator should be a light and alarm along with a tank level indicator. Contractor shall be responsible for selecting alarm that meets contract requirements and the requirements of this addendum. A Headhunter WTS-1100B is one acceptable solution.

Q39: Does this small of a tank need baffles? If it does, how many?

A: Tank structure shall be designed by the Contractor and be approved by the County Representative and the OCMI. Tank shall have three (3) baffles and arranged so that the entire tank can be accessed through the access port(s).

Q40: How big of an access cover is need?

A: 6" access cover.

Q41: Need more information on the new lift discharge pump and electric motor (type, model, size, voltage, amps, rpm, location of pump and motor, foundation, electrical controller, source for power)?

A: After arrival at the shipyard, contractor shall verify required lift pump spec's with County Representative and submit a CFR for the new lift discharge pump and associated changes listed (location, foundation and electrical controller).

Revise paragraph 8 to read:

Arrangement of existing cofferdam and fire station is shown in Figure 19-A, below. (change from No. 2 end to No. 1 end. Void is flanged on both ends)



Figure 19-A: Proposed Sewage Discharge Location

No. 2 End. Change from #2 end to #1 end.



Figure 19-B: NewMar Smart Charger

*void is flanged on both sides



Figure 19-C: Existing MSD



Figure 19-D: Existing Stack Top

+ new MSD stack

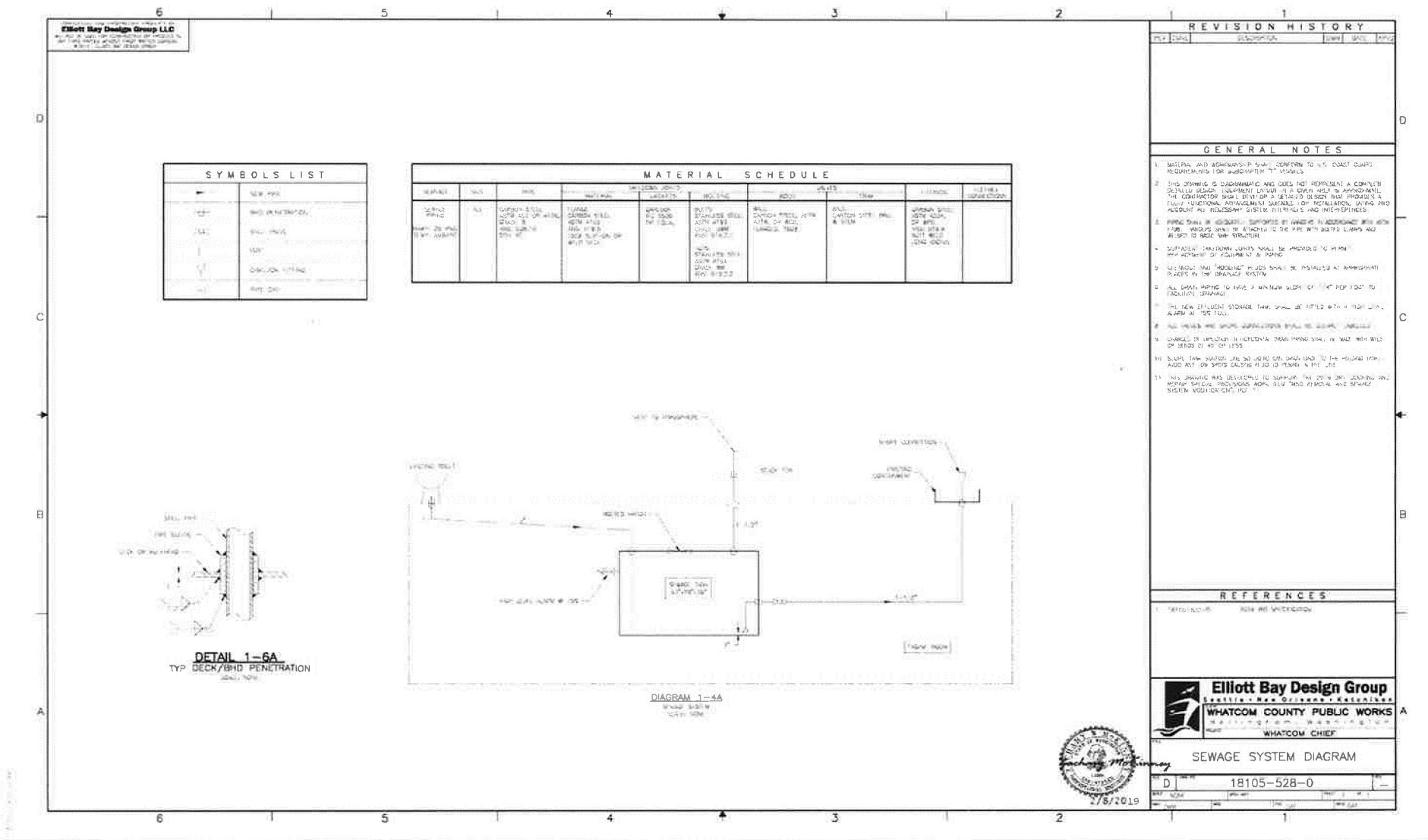


Figure 19-E: Sewage System Diagram

ITEM NO. 20 – FIRE PUMP REPLACEMENT

Q42: Is the contractor to replace both of the two fire pumps and the two electric motors?

A: Yes.

Q43: Can the contractor reuse the existing power source wire cabling to the existing motors?

A: Yes if compatible with new VFD's.

Q44: Can the Contractor reuse the two existing motor starting controllers and wire cabling?

A: Yes if compatible with the new VFD's.

Q45: The existing fire pump motor electric controls are soft start controllers. Are new controllers necessary with VFD drives for variable speed?

A: Yes. VFD drive controllers to be compatible with new fire pumps.

Q46: Is the contractor to assume to inspect and modify the piping to suit the new fire pumps?

A: Yes.

Q47: Is it the intension to remove, open, clean and inspect all of the fire main valves in the system?

A: No, not unless there is a start-up/priming issue.

Q48: Could you tell us how many fire main valves are to done and what size they are and are they threaded or flanged valves?

A: N/A, not replacing.

Q49: Is it the intension to clean and rod out all the fire main piping after all the valves are removed and visually inspect the inside of all the piping?

A: No, not all. Just the suction side rodding out only.

Q50: Does the County have a piping arrangement drawing of the fire main piping system with sizes and lengths and locations of piping?

A: N/A, not replacing and do not have additional drawings with dimensions.

Q51: On the ship check the County Reps stated to only open and inspect the No. 1 end fire station valve on the car deck. Is the County going to omit the work to be done on the rest of the fire main valves and piping for cleaning and inspecting?

A: Yes.

Revise paragraph 3 to read:

The Contractor shall install two a-new fire pumps on the existing fire pump foundations. (2 pumps, not 1). The new fire pumps shall be a Flowmax HHLF "HIGH OUTPUT" 2"x2" Self-Priming Centrifugal Pump, with a VFD and a 10 HP motor, cast iron casing, bronze impeller. The VFD shall be configured to run at 2850 RPM, with an acceleration rate to avoid tripping the circuit breaker. The Contractor shall install a sign adjacent to the VFD controls indicating that the pump is to be run at 2850 RPMs. An alternative pump may be used provided 1) the pump meets the requirements of 46 CFR §181.300, and 2) the pump delivers a maximum of 175' TDH at the pump outlet.

Revise paragraph 5 to read:

With the VFD controllers, existing power cabling shall be removed (unless existing is compatible with VFD controllers) and new cabling (if needed) supplied for the new pumps. The existing circuit breaker, soft start, and enclosures shall be removed. A circuit breaker sized for the new pump motors (2 new motors with new wiring), approximately 30A, shall be installed at unused locations in the main switchboard distribution section. Controls for the new pump shall either reuse the existing switches or, if new, shall be installed in the same location as the existing controls (including wheelhouse controls). Low voltage release capability shall be ensured. The new motor shall be 208V, three phase, TEFC.

ITEM NO. 22 – PILOT HOUSE WIPER RENEWAL

Q52: Does the contractor need to order spare wiper blades? How many spare blades?

A: Yes, two new spare blades installed and four spare blades.

Revise paragraph 1 to include:

The existing wiper system measures as follows:

- Wiper Arms – 30"
- Wiper Blades – 20"
- Window – 30.5" H by 30" W

Revise paragraph 5 to read:

Wiring for the existing wipers shall be removed or reused to power the new wipers. New wipers shall be powered by new breakers and ~~new~~ existing 12V pilot house panel DC system on board the vessel. Contractor shall install all wiring required to power, control, and operate the new wipers.

ITEM NO. 23 – SHIPYARD SUPPORT FOR ELECTRICAL TRACING

Q53: Does the County have a ONE Line Electrical Drawing to use as a reference?

A: Yes, see attached Figure 23-A, 23-B and 23-C: One Line Diagram on pages 14-16 of Addendum 1.

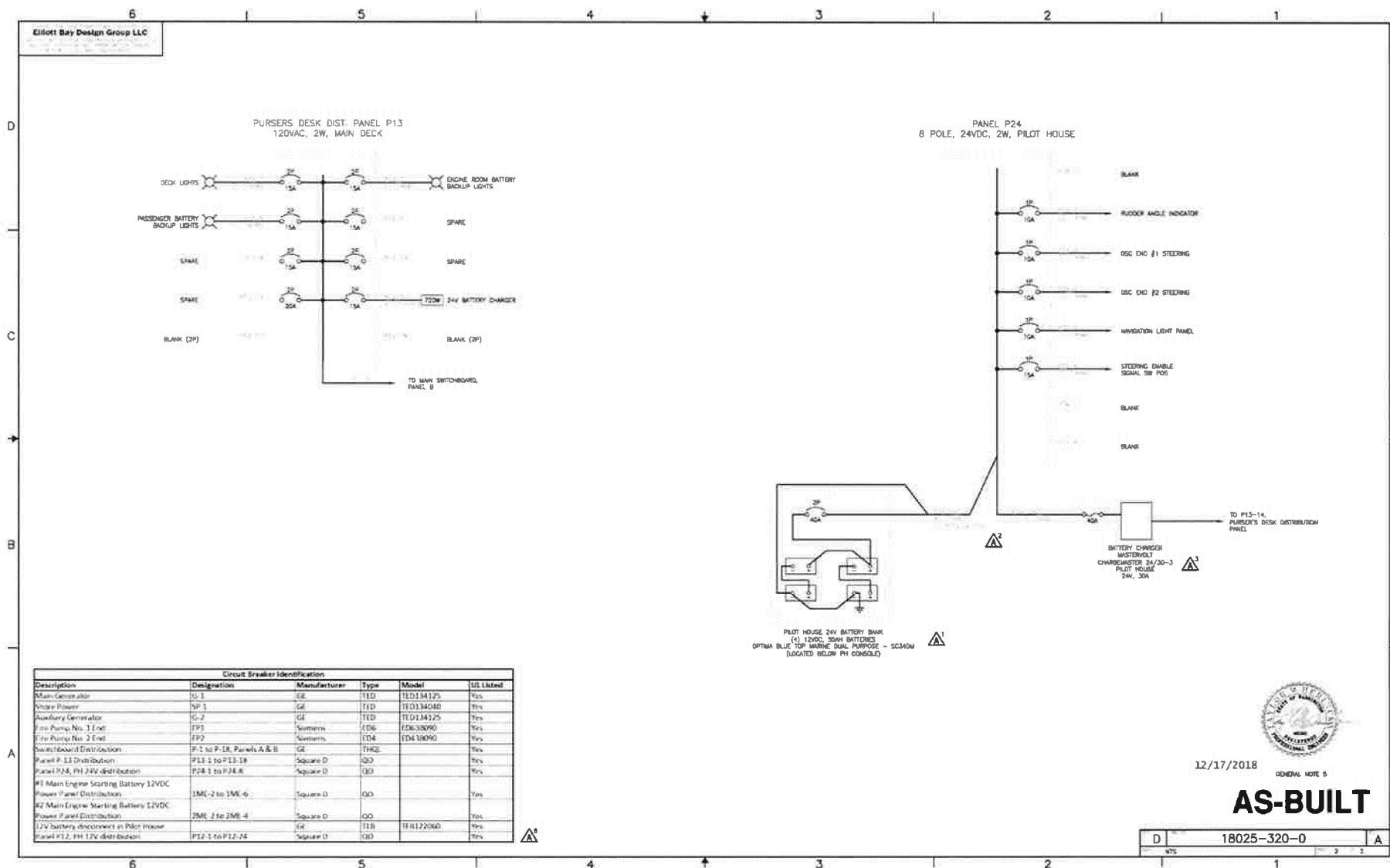


Figure 23-B: One Line Diagram continued

Revise paragraph 2 to read:

The Contractor shall provide an electrician who shall supply one person for eight hours of investigation support to an Owner-provided electrical engineer. The Contractor shall supply basic electrician tools and supplies, including hand tools, multimeter, zip ties, cable bands, electrical tape, wire crimp connections, etc.

ITEM NO. 25 – UPGRADE FLOODLIGHTS TO LED

Q54: Does the owner have mounting footprint drawings or information available to assist in mounting modifications?

A: Mounting diagrams for the FL60 9000 are available on the Glamox website

Revise paragraph 3 to read:

Remove and return to the County, the four existing floodlights. Install four new commercial marine grade LED flood lights, Glamox FL60 9000 850 120 M25 MB US, two module medium beam 80W, or equal. The floodlights will be provided by the Owner. Modify the existing light foundations as necessary to accommodate the new fixtures.

Revise paragraph 4 to read:

Modify the flood light electrical configuration to allow independent switching of each of the four flood lights and new cabling to support 4 switches. The two existing switches in the Pilot House control consoles may be retained. Add one additional switch to each control console, in a specific location approved by the Owner. The new switch shall be placed in relationship to the existing switch to correspond with the controlled light; e.g., the left switch shall control the left light, and the right switch shall control the right light; do not crisscross. Label the new switches, and modify or replace the labels on the existing switches as appropriate. Remove and dispose of existing flood light cabling downstream of the Pilot House console switches. Install new cable runs from switches to suit new installations.

ITEM NO. 26 – FUSE ADDITION

Q55: The Contractor shall provide all labor and materials to add fuses to the engine starting cabling, and to the battery charger outputs. Is the Contractor to assume to fuse just the positive lines of the battery power or both the positive and negative lines?

A: Fuses shall be added to positive lines only, not negative lines.

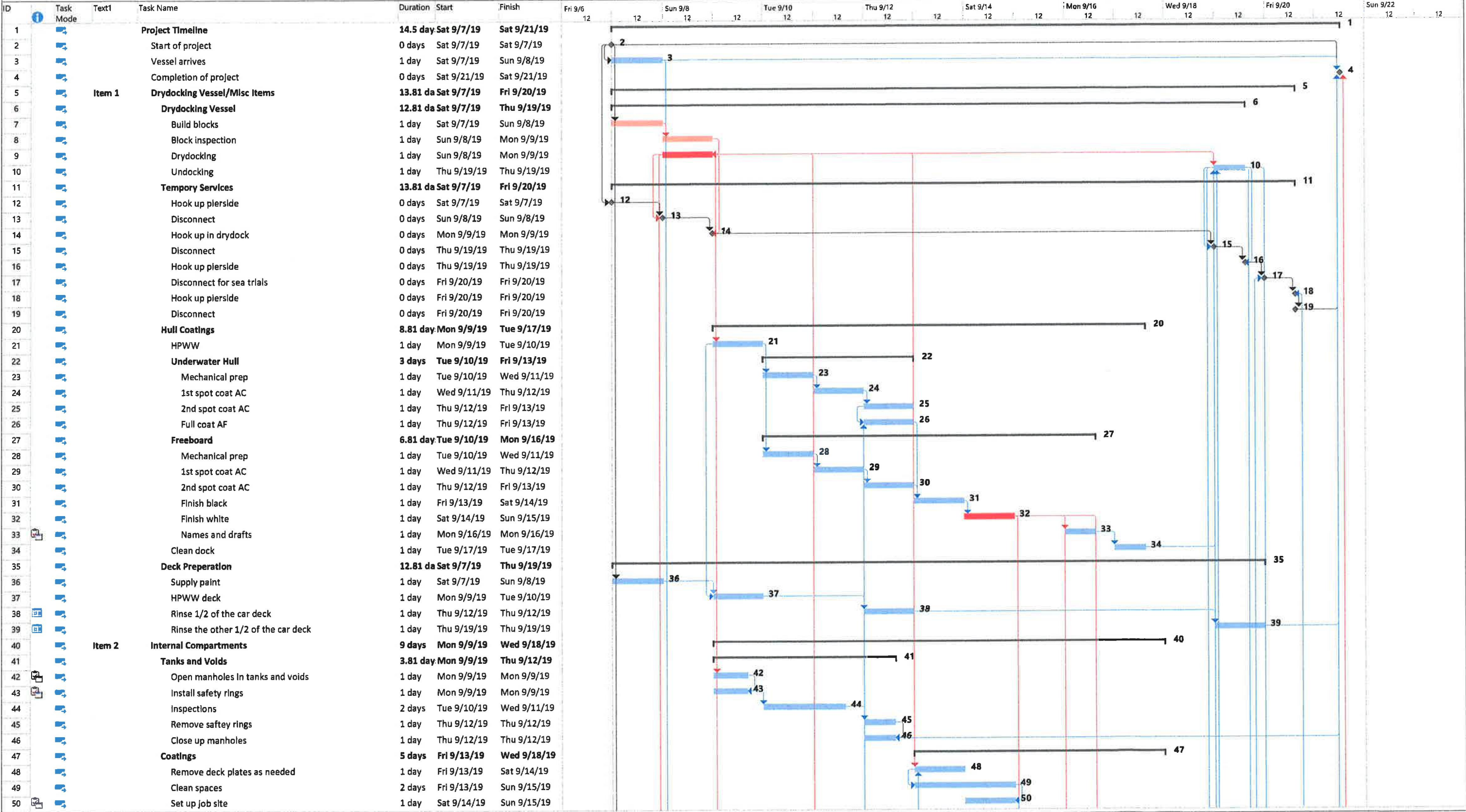
Q56: Does the County want these inline fuses in junction box enclosures or in the open air?

A: The fuses and connections shall be enclosed to provide an IP20 (finger safe) installation. The part numbers listed in the specification comprise fuse holders, fuse holder covers, and fuses, which will satisfy the requirements. If alternative components are selected, they shall include an equivalent level of protection.

In addition to fuses installed, provide one spare fuse of each type and trip rating to the Owner. An as-built drawing shall be provided to the County Representative.

END OF ADDENDUM #1 – WHATCOM COUNTY BID #19-39

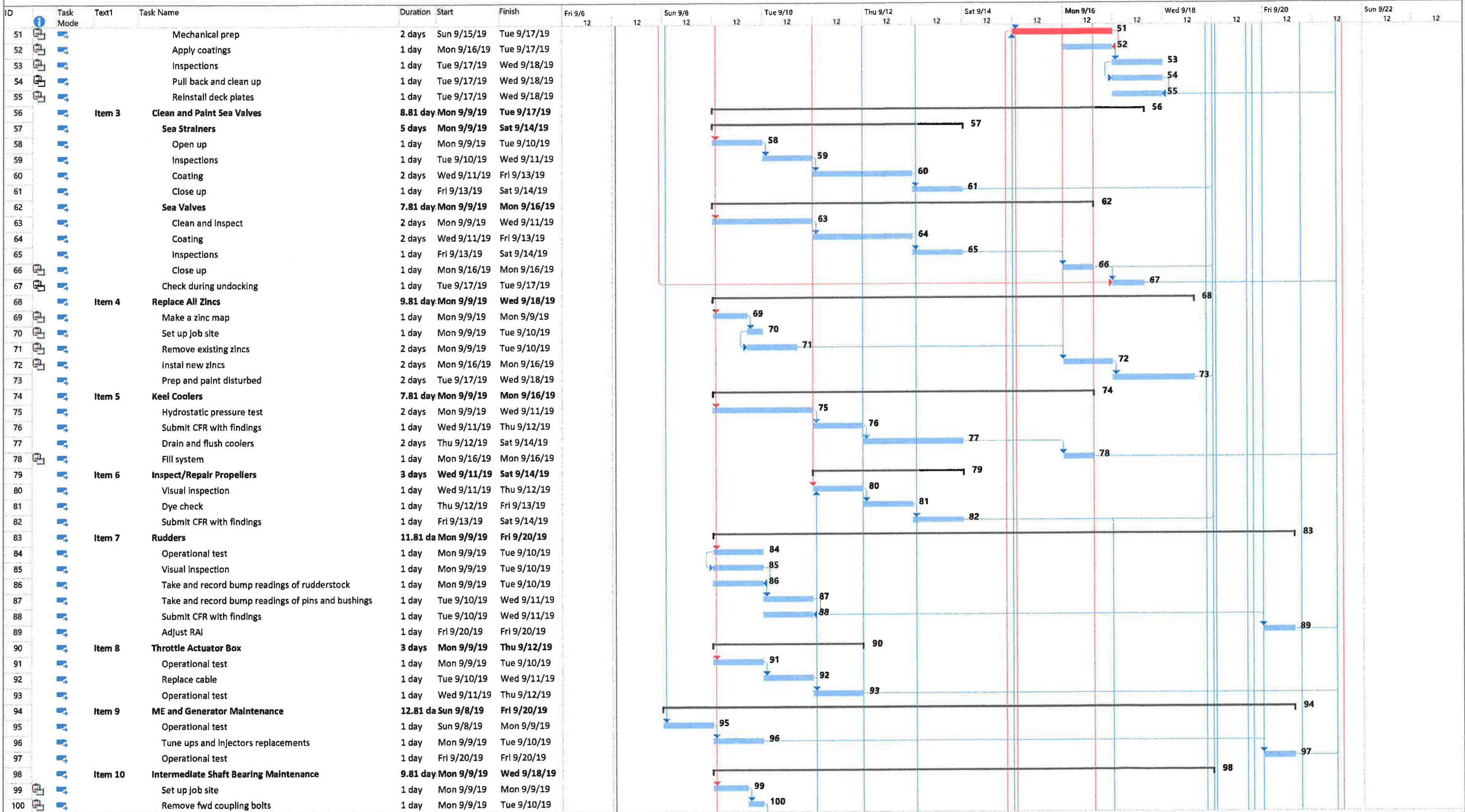
Whatcom Chief 2019
Preliminary Gantt Chart



Project: Whatcom Chief Prelimi
Date: Wed 7/24/19



Whatcom Chief 2019
Preliminary Gantt Chart



Project: Whatcom Chief Prelimi
Date: Wed 7/24/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

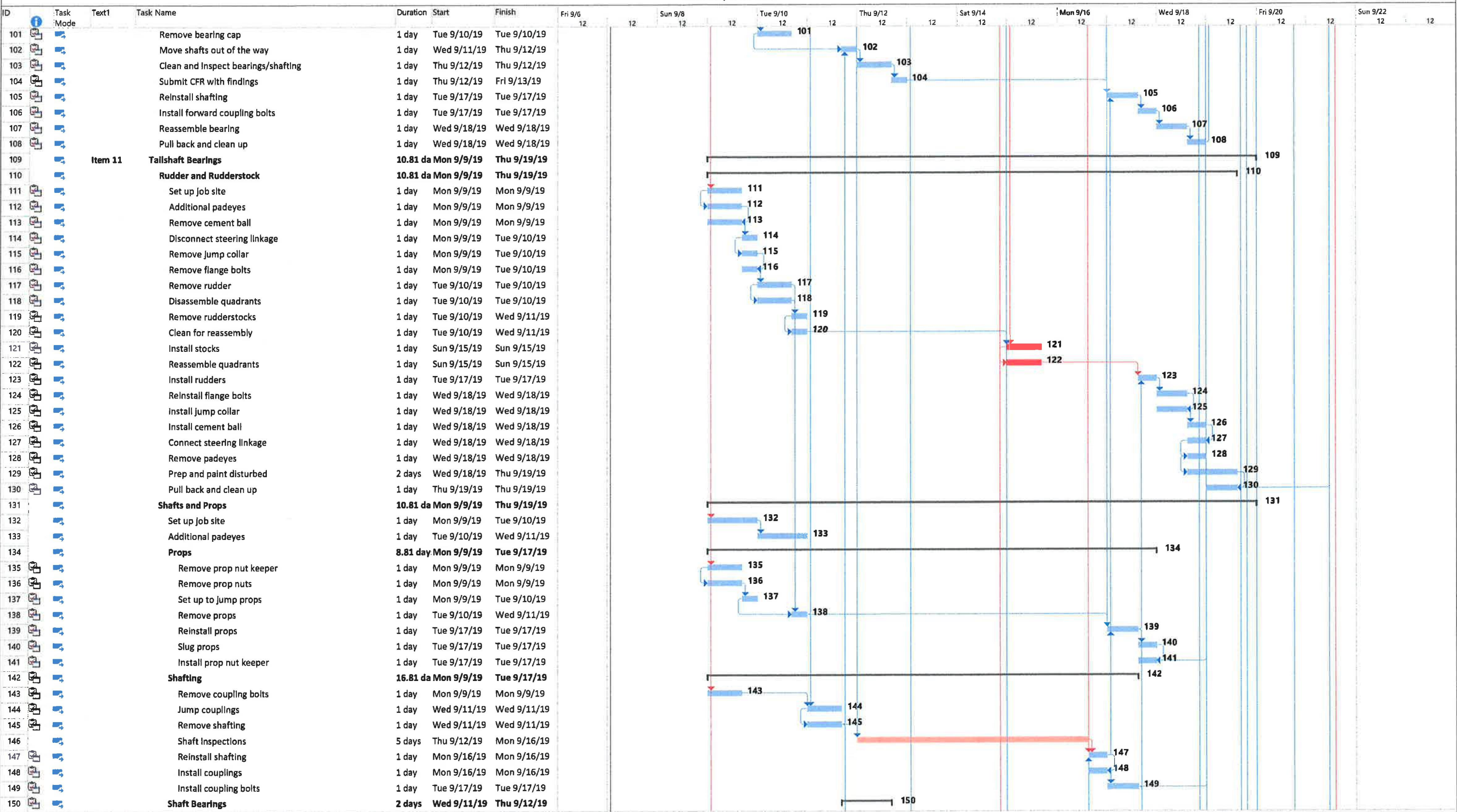
Critical

Critical Split

Progress

Manual Progress

Whatcom Chief 2019
Preliminary Gantt Chart



Project: Whatcom Chief Prelimi

Date: Wed 7/24/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

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Inactive Summary

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Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

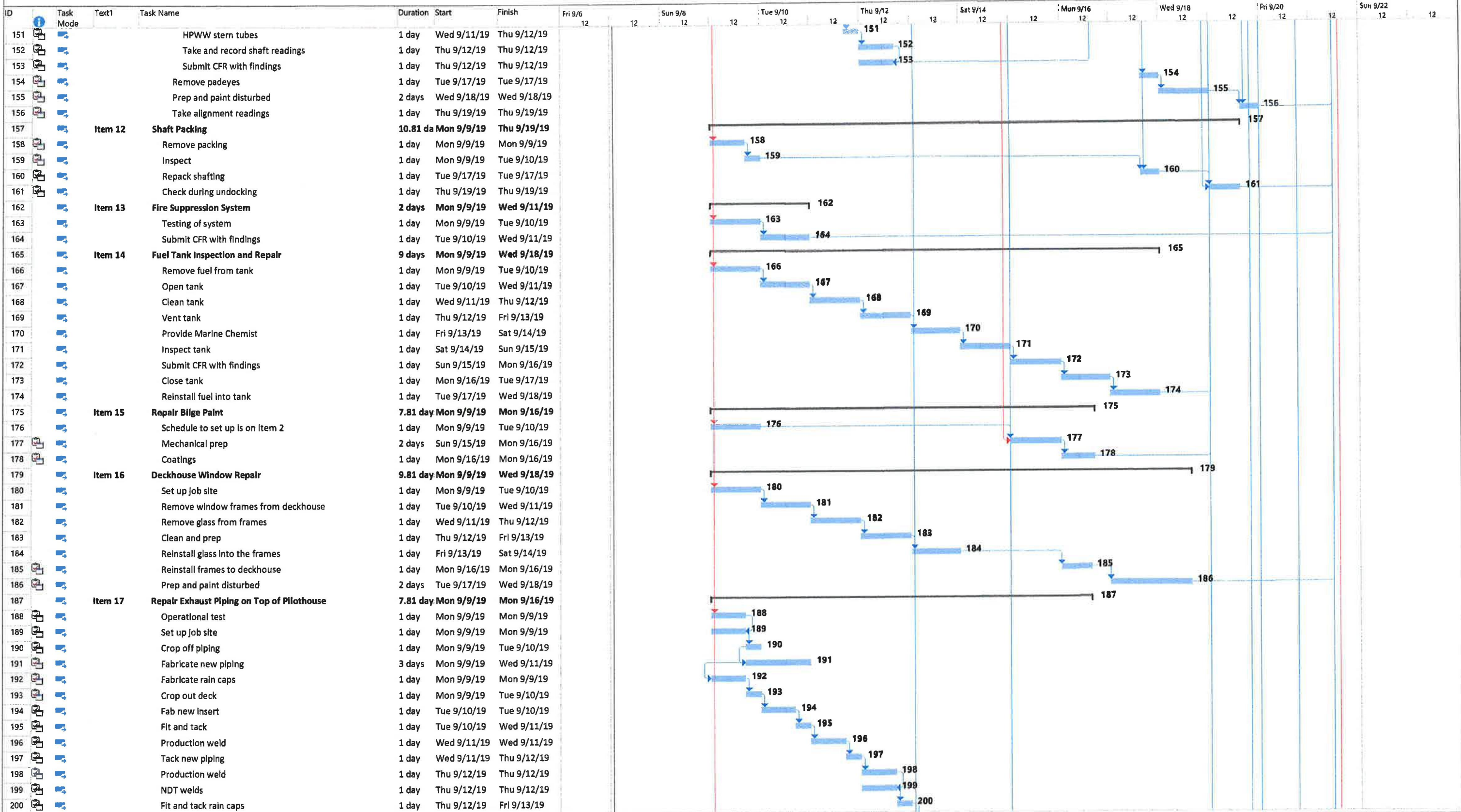
Critical

Critical Split

Progress

Manual Progress

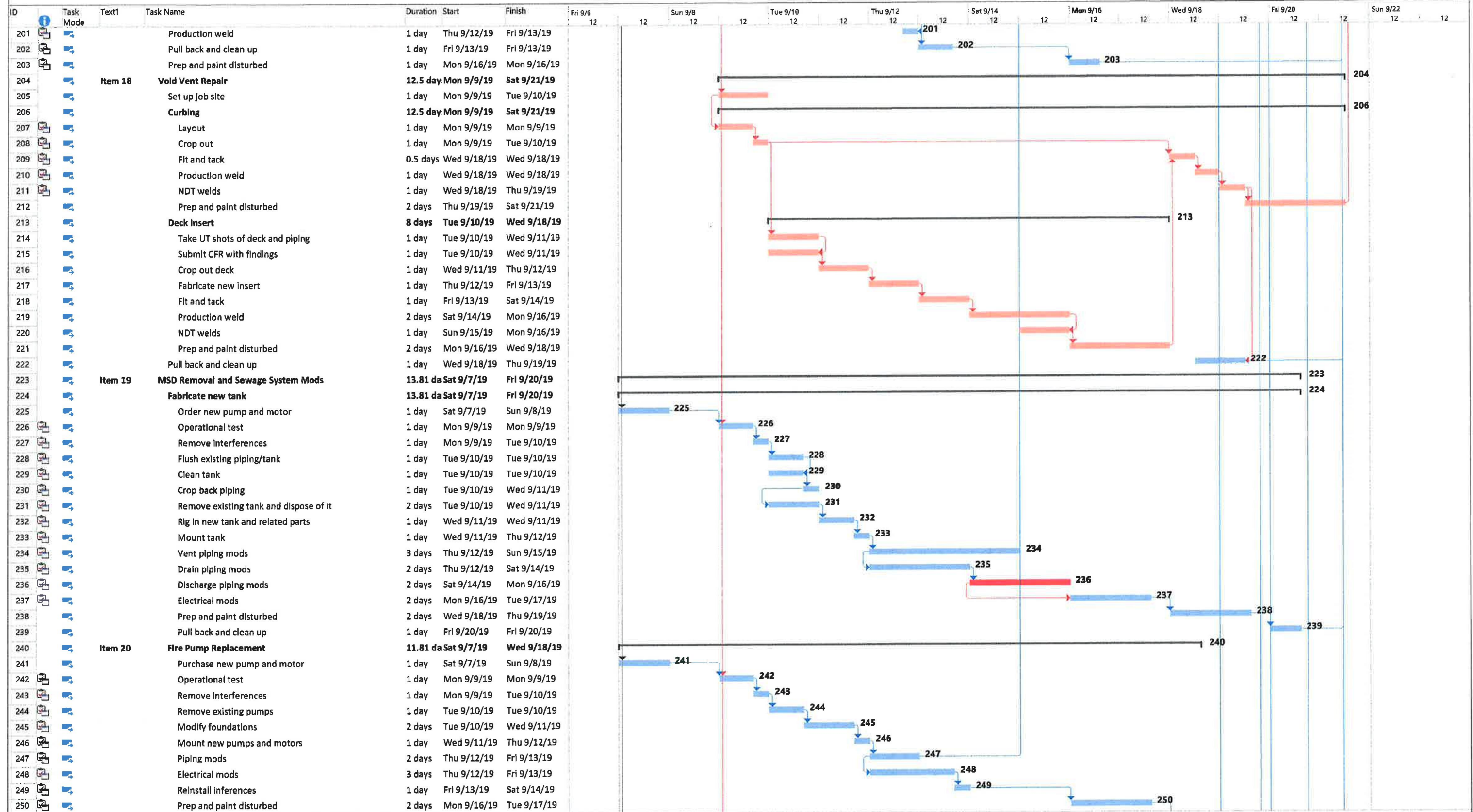
Whatcom Chief 2019
Preliminary Gantt Chart



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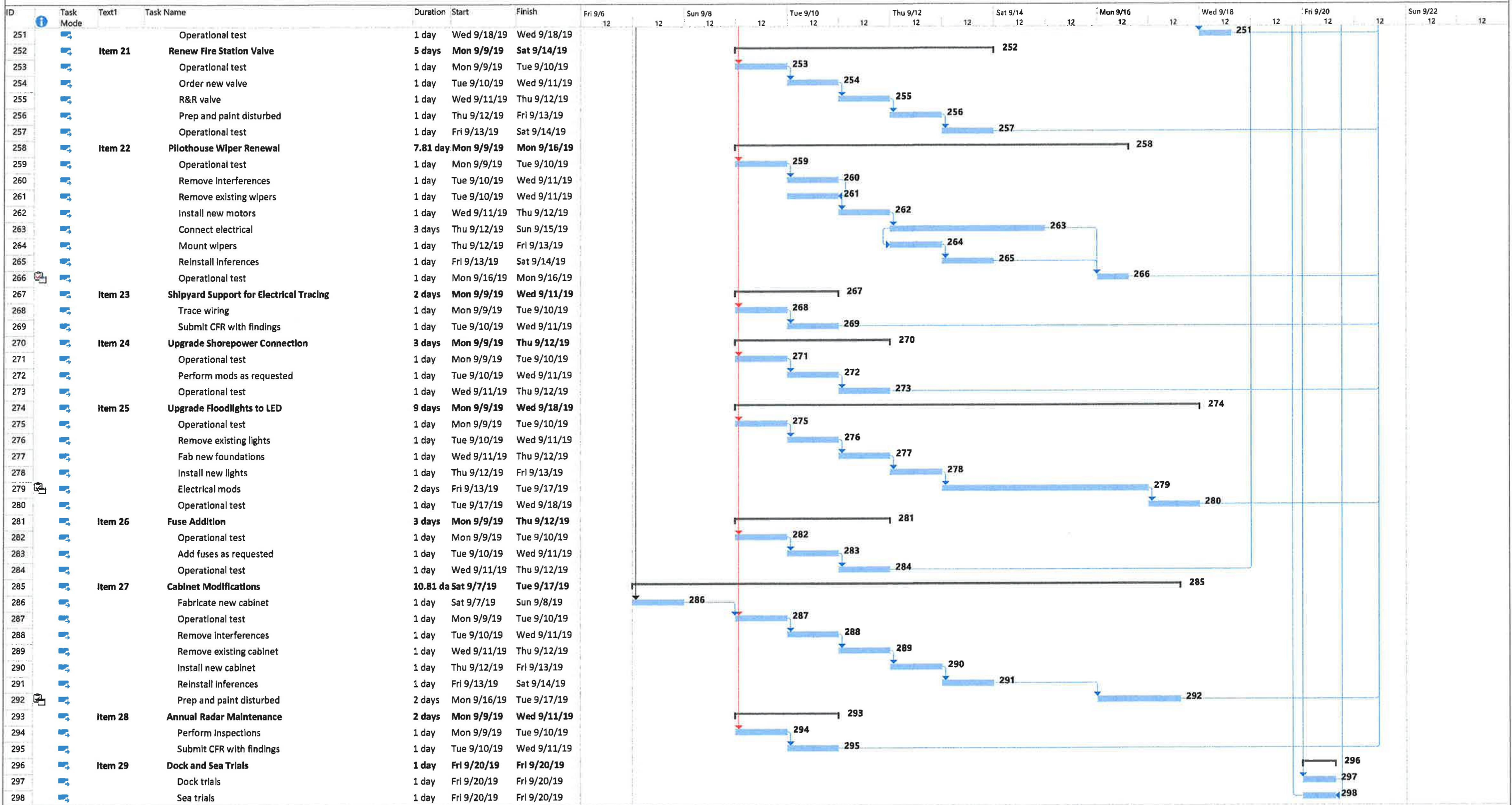
Whatcom Chief 2019
Preliminary Gantt Chart



Project: Whatcom Chief Prelimi
Date: Wed 7/24/19

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

Whatcom Chief 2019
Preliminary Gantt Chart



Project: Whatcom Chief Prelimi
Date: Wed 7/24/19

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



EQUIPMENT SERVICES DIVISION

901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

Eric L. Schlehuber, Division Manager

RECEIVED

AUG 8 2019

**JACK LOUWS
COUNTY EXECUTIVE**

MEMORANDUM

TO: The Honorable Jack Louws, County Executive
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Eric L. Schlehuber, Public Works Equipment Services Manager *ES*

DATE: July 15, 2019

RE: Bid #19-39, Drydocking, Repair & Maintenance of the Whatcom Chief (2019)

• Requested Action

Enclosed for your review and signature are two (2) contract originals between Whatcom County Public Works and Lake Union Drydock Company in Seattle, Washington in the total amount of \$555,219.00.

• Background and Purpose

Bids were duly advertised and submitted for the annual drydocking, repair and maintenance of the Whatcom Chief Ferry. This work is contracted out annually by the Public Works Equipment Services Division. Three shipyards (Foss Maritime Co., Lake Union Drydock Co., and Vigor Marine, LLC.) attended the mandatory pre-bid meeting held onboard the Whatcom Chief ferry Thursday, May 23, 2019. Two bid responses were received Tuesday, June 18 2019. This year's drydock is anticipated to take up to thirteen days, from Saturday, September 7, 2019 through Friday, September 20, 2019. Listed below is the bid tabulation for the two responsive and responsible bids received. The Engineer's Estimate was \$653,233, with a return to service anticipated to be Tuesday, September 24, 2019.

DRYDOCKING, REPAIRS, & MAINTENANCE OF THE WHATCOM CHIEF (2019)

VENDOR	TOTAL
Lake Union Drydock Company	\$ 555,219.00
Foss Maritime Co	\$ 701,091.00

• Funding Amount and Source

Adequate funds exist within the 2019-2020 ER&R fund budget for repairs and maintenance as approved during the 2019-2020 budget process. I am requesting Executive and the Whatcom County Council approval to award this bid and subsequent contract to Lake Union Drydock Company (Seattle, Washington) for a total of \$555,219.00.

• New Contract

This is a new contract requiring the Whatcom County Executive's signature. This received County Council approval on July 9, 2019 at the Regular County Council Meeting.

- **Recommended Action**

Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Union Drydock Company, for the annual drydocking, repair and maintenance of the Whatcom Chief Ferry, in the amount of \$555,219.00.

Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns regarding the terms of this agreement.

Encl.