



60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-824-4941

INVITATION FOR BIDS

M/V SOLANO REFURBISHMENT

IFB # KT 21-739

November 12, 2021

PROPOSALS DUE DECEMBER 15, 2021 NO LATER THAN 2:00 PM

Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Bid.

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000-d4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act; hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an Award.

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

Grant Funded:



Federal Transit Administration

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Advertisement Post Date: November 12, 2021

Kitsap Sun; Kitsap Transit Website: www.kitsaptransit.com; OMWBE;

INVITATION FOR BIDS

KT # 21-739 M/V SOLANO REFURBISHMENT

Scope of Work: The Work consists of performing a mid-life drydocking and refurbishment of the MV Solano. The Contractor shall perform all work and inspections defined within the attached specifications. Kitsap Transit will deliver the vessel to the Contractor's facility, if in the Puget Sound region, on the agreed start of the overhaul. Kitsap Transit will take re-delivery of the vessel floating alongside the Contractor's dock once all systems have been inspected, tested, and accepted.

Bidding Documents: Plans, specifications and addenda for this project are available on-line through Kitsap Transit's Website www.kitsaptransit.com. Bidders must email Patrick Rogers at patrickr@kitsaptransit.com to be placed on the Plan Holder's List in order to receive automatic email notifications of future addenda and additional project information through the bid phase.

Pre-Bid Ship Check: A non-mandatory Pre-Bid Ship Check visit will be scheduled for November 30, 2021 at 10:00 AM. An explanation of the project and solicitation requirements will be provided with a question and answer session to follow. Following the project explanation, prospective Contractors will be allowed to tour the Work site.

Contractors should meet at the top of the gangway at Kitsap Transit's Port Orchard Foot Ferry Terminal located at: 715 Bay Street Port Orchard, WA 98366.

****As a reminder, Kitsap Transit follows the TSA guidelines around masks and social distancing. At this time, anyone on public transportation property must wear a face covering regardless of vaccination status.****

While attendance is not mandatory, Bidders are encouraged to attend. This meeting will provide prospective Bidders an opportunity to seek clarification and raise concerns related to the Solicitation. This meeting will also provide an opportunity to view current conditions at the location.

Pre-Bid Questions: All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing by **5:00 PM December 6, 2021** via e-mail: patrickr@kitsaptransit.com.

Plan Holder's List: Email Patrick Rogers at patrickr@kitsaptransit.com to have your firm added to the Plan Holder's List to automatically receive updates, addenda and other project information.

Time for Completion: The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status. While the final period of performance will depend on material lead time, Contractors should assume delivery of the vessel to their facility in early February.

Bid Due Date: Bids will be received at **Kitsap Transit's Reception Desk located in the Harborside Building 60 Washington Ave Suite 200 Bremerton WA 98337** until **2:00 PM on December 15, 2021**. When the official clock reads 2:00:01 PM, Bids are considered late and will not be considered for award. Immediately following the submission deadline, bids will be publically opened and read aloud in the Harborside Conference Room. Bids must be submitted on the forms provided.

Bid Security: Each bid must be accompanied by a Certified Check, Cashier's Check or Bid Security Bond made only on the Owner-provided form for a sum equal to 5% of the Total Bid Amount.

EQUAL OPPORTUNITY: It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.

**END OF BID ADVERTISEMENT
(SECTION 1)**

2.1 Definitions:

Addenda: A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

Bid/Proposal: The offer of a Bidder on a properly completed Bid Form to perform the Contract.

Bidder: means a person, firm or corporation that has made an offer in response to the IFB

Bid Documents: means the solicitation (IFB) in its entirety, including the Plans provided under separate cover

Contract: The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, varies certifications and affidavits, supplemental agreements, change orders, and all Contractor.

Contractor: means the Successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

IFB: is an abbreviation meaning Invitation for Bids.

Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Successful Bidder: means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made

Surety: A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

Work: The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

2.2 Anticipated Procurement Schedule: The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

Activity	Date and Time
Invitation for Bids Released	November 12, 2021
Pre-Bid Meeting & Site Visit	10:00 AM at November 30, 2021
Request for Clarification/Substitutions Due	5:00 PM December 6, 2021
Bid Due Date	2:00 PM December 15, 2021
Board of Directors Award	January 4, 2022
Anticipated Notice to Proceed	*January 24, 2022

2.3 Examination of Bid Documents: Each Bidder shall thoroughly examine and be familiar with the Bid Documents. Submission of a Bid shall constitute an acknowledgment upon which Kitsap Transit may rely that the Bidder has thoroughly examined and is familiar with each part of the Bid Documents. The failure or neglect of a Bidder to receive or examine the Bid Documents, or any part thereof, shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed based upon a lack of knowledge or

misunderstanding of this IFB, work sites, statutes, regulations, permits, ordinances, industry standards or resolutions.

2.4 Bid Forms: Kitsap Transit will accept only those Bids properly executed on the physical forms provided in this solicitation, unless Kitsap Transit states differently in writing. Bidders shall complete spaces on the Bid Form that calls for unit prices, extensions, the total Bid amount, signatures, date, acknowledgement of Addenda and the Bidder's address. The required certifications are included as part of the Bid Form.

2.5 Preparation of Bids: The resulting firm-fixed price Contract shall be Bid based on unit or lump pricing for each Bid Item listed on the Bid Schedule section of the Bid Form. Prices shall be stated in US currency, omitting digits more than two places to the right of the decimal point (i.e. \$720.74), and shall include everything necessary for the prosecution and completion of the Work as detailed in the Bid Documents.

All costs for insurance, bonds and prevailing wage filing fees shall be incidental to and included in the Bid Price and no additional payment will be made by Kitsap Transit, not even if the bond amount increases during the Contract Term.

All freight charges shall be included in the Bid price and should be (FOB) to the Awarded Vendors work site.

By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive.

Bids shall remain valid for at least ninety (90) calendar days from the Bid Due Date. Kitsap Transit reserves the right to request extensions for Bid effectiveness. All Bids and submissions become the property of Kitsap Transit.

2.6 Bid Deposit: A deposit of at least 5% of the Bid shall accompany each Bid. This deposit may be certified check, cashier's check or a Bid Bond (Surety Bond) made on Kitsap Transit supplied form. A bid bond shall not be conditioned in any way to modify the minimum 5% required.

Any bid bond shall be on the form provided by Kitsap Transit and shall be signed by the Bidder and the Surety. The Surety shall:

- (1) Be registered with the Washington State Insurance Commissioners
- (2) Appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner

The failure to furnish a Bid deposit of a minimum of 5% with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by Kitsap Transit.

2.7 Delivery of Bids: By submitting a Bid in response to this solicitation, Bidders agree to be bound by all legal requirements and Contract terms and conditions contained herein. Failure to include any of the requested information and properly completed forms and documents may be cause for immediate rejection of the Bid as non-responsive.

Each Bid shall be sealed in an envelope and shall bear the name of the project as set forth in the IFB, the bid number, the name of the Bidder. Envelopes should be addressed to:

Kitsap Transit
Attn: Patrick Rogers

60 Washington Ave
Suite 200
Bremerton, WA 98337

Bids that are properly received will be publicly opened and read aloud. The Procurement Officer shall record all properly received bids and announce the apparent low bidder. Late Bids, electronic submissions (unless specifically stated), email or facsimile will be rejected.

- 2.8 State Sales Tax:** Kitsap Transit is subject to Washington State retail sales tax unless otherwise stated below. All invoices shall include a line item that clearly defines the retail sales tax to be paid by Kitsap Transit. Kitsap Transit will not adjust its payment if the Contractor bases a Bid on a misunderstanding of tax liability.

Kitsap Transit, at the request of the Washington State Department of Revenue, may deduct from its payments to the Contractor, retainage or lien the bonds, in the amount the Contractor owes the State, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf.

The Washington State Department of Revenue has issued special rules on the state sales tax. When applicable, the following rules will apply:

2.8.1 State Sales Tax: WAC 458-20-171: (not applicable)

2.8.2 Service (not applicable)

2.8.3 RCW 82.08.0285 Ferry Vessels: provides for a retail sales tax exemption on labor and materials that "becomes a component part" of a ferry vessel. The Awarded Vendor will receive a signed DOR Buyer's Retail Sales Tax Exemption Certificate at the time of Contract signing.

- 2.9 Bid Evaluation:** Bids will be evaluated on the Total Bid Amount before applicable Sales Tax. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. Kitsap Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.

Kitsap Transit reserves the right to reject irregular Bids. Bids are considered irregular when: Bid forms are not properly executed, Bidder fails to return all of the required forms, Bidder does not include a unit price for every Bid item, any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of Kitsap Transit, the Bid is conditioned in any way, entries are illegible, or the Bid contains unauthorized additions, deletions, alternate Bids or conditions.

Kitsap Transit's determination to reject a Bid is final.

- 2.10 Identical Bid Totals:** If two or more lowest responsive Bids are exactly equal, the tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Kitsap Transit shall draw one slip from the box and announce the name of the successful Bidder.
- 2.11 One Bid Received Procedure:** If only a single responsive and responsible Bid is received, Kitsap Transit shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional

sixty (60) days and/or to conduct a price or cost analysis on such single Bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by Kitsap Transit to assist in such analysis. By conducting such analysis, Kitsap Transit shall not be obligated to accept the single Bid and reserves the right to reject such Bid or any portion thereof.

- 2.12 Non-Submittal:** Kitsap Transit would appreciate any potential Bidder determining not to submit a Bid response to this solicitation, to complete and return the “*No Bid Notice*”, Section 6. Please state the reason(s) why a Bid could not be submitted at this time.
- 2.13 Bid Modifications:** Bidders will not be allowed to alter Bids after the Bid submittal deadline. Submitted Bids may only be changed if a written request is received by Kitsap Transit *before* the Bid submittal deadline. Such requests must be signed by an individual authorized to submit Bids on behalf of the company. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Nothing in this section shall be construed to permit the Bidder to alter its Bid after it has been submitted pursuant to the terms of this solicitation.
- 2.14 Bid Withdrawal:** No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding sixty (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (90) days to provide Kitsap Transit the goods and services described herein, or until one or more of the Bids have been approved by Kitsap Transit, whichever occurs first.
- 2.15 Bid Extension or Cancellation:** Kitsap Transit reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until Kitsap Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.
- 2.16 Errors and Administrative Corrections:** Kitsap Transit will not be responsible for any errors in Bids. Kitsap Transit reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. Kitsap Transit may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.
- 2.17 Collusion:** By signing a Bid, the Bidder certifies that its Bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If Kitsap Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion will be considered. Kitsap Transit’s determination shall be final.
- 2.18 Rejection and Consideration of Bids:** Kitsap Transit, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in Kitsap Transit’s best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Kitsap Transit. In consideration for Kitsap Transit’s review and evaluation of its Bid, the Bidder waives and releases any claims against Kitsap Transit arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.
- 2.19 Disadvantaged Business Enterprise Goal:** The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a “level playing field” for ready, willing and able DBE’s

seeking to participate in Federally-assisted Contracts. Kitsap Transit's DBE goal for Federal fiscal year 2021 is 2.92%, the full text of which may be found at:

<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>.

- 2.20 Fostering Small Business:** KT takes reasonable steps to facilitate fair competition by incorporating small business concerns into its Federal procurement practices. As part of this effort, KT actively seeks Bids from qualified small businesses, including DBEs. KT also encourages Prime Contractors to provide subcontracting opportunities of a size and nature that small businesses can reasonably compete and perform effectively.
- 2.21 Title VI:** It is the policy of KT to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. The full text of KT's Title VI program is available online at [http://www.kitsaptransit.com/static/62/privacy-policy#title vi](http://www.kitsaptransit.com/static/62/privacy-policy#title_vi).
- 2.22 Brand Names:** The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality and performance equivalence of the product on which Bids are submitted. Kitsap Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the right to reject any and all substitutions.
- 2.23 Bidder Claiming Error Procedure:** If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify Kitsap Transit in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award, and is accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If Kitsap Transit determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If Kitsap Transit determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from Bidding on the same project if a second or subsequent call for Bids is made for the project. Kitsap Transit reserves the right to request any Bidder to withdraw an unbalanced Bid.
- 2.24 Bidder Responsibility Criteria (Mandatory):**
- A) It is the intent of Kitsap Transit to Award the Contract to the low responsive and responsible Bidder. Before Award, the Bidder must meet the following mandatory Bidder responsibility criteria stated in RCW 39.04.350(1) to be considered a responsible Bidder qualified to be awarded a Public Works Contract in Washington State. Failure of any Bidder to meet the responsibility criteria will automatically deem the Bidder not responsible and be just cause for rejection of the Bid.
 - B) As assurance to Kitsap Transit that the Bidder meets the criteria, Bidders must provide this information, as applicable, directly on the spaces provided on the Bid Form. Kitsap Transit may require additional documentation from the Bidder demonstrating compliance with the criteria. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of its Bid. Bidder must:

- 1) Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must be in effect at the time of Bid submittal;
- 2) Have a current Washington Unified Business Identifier (UBI) number;
- 3) If applicable:
 - (a) Have Industrial Insurance (Worker's Compensation) coverage for all of the Bidder's employees working in Washington, as required in Title 51 RCW;
 - (b) Have a Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).
- 5) Have received training of the requirements related to public works and prevailing wage under this chapter (39.04.350) and chapter 39.12 RCW. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from the training requirement.
- 6) Bidders must certify that they are not a willful violator of the States' wage payment statutes (**Exhibit C**).

2.25 Supplemental Bidder Responsibility Criteria:

As evidence that the Bidder meets the mandatory and Supplemental Responsibility Criteria, **Bidders must submit with their Bid**, written verification that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation, including but not limited to that detailed below which, in the sole judgment of Kitsap Transit, demonstrates compliance with all mandatory and Supplemental Responsibility Criteria. Kitsap Transit reserves the right to request such documentation from other Bidders also. Complete the Documentation Statements provided in **Exhibit B**. Number all supporting documentation according to this section layout.

A) Delinquent State Taxes

- 1) **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 2) **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website (for Bidder assistance, the website is currently: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>), unless accompanied by a written payment plan approved by the Department of Revenue.

B) Reserved

C) Claims Against Retainage and Bonds

- 1) **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for Public Works projects during the previous three (3) years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its Subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall submit a list of the Public Works projects completed within the previous three (3) years and include for each project the following information:

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

Kitsap Transit reserves the right to contact other owners to validate the information provided by the Bidder and to conduct its own investigation into claims against the Bidder's retainage and payment bonds.

D) Subcontractor Responsibility

- 1) **Criterion:** The Bidder's standard subcontract form shall include the Subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each Subcontractor. The Bidder's subcontract form shall also include a requirement that each of its Subcontractors shall have a document of similar procedure to determine whether the sub-tier Subcontractors with whom it contracts are also "responsible" Subcontractors as defined by RCW 39.06.020.
- 2) **Documentation:** The Bidder shall submit a copy of its standard subcontract form for review by Kitsap Transit and a written description of its procedure for validating the responsibility of Subcontractors with which it contracts.

E) Public Bidding Crime

- 1) **Criterion:** The Bidder and its owners shall not have been convicted of a crime involving Bidding on a Public Works Contract within five (5) years from the Bid submittal deadline for this project.
- 2) **Documentation:** The Bidder shall sign a Kitsap Transit provided statement providing that the Bidder and its owners have not been convicted of a crime involving Bidding on a Public Works Contract within the aforementioned time period. If the Bidder has been convicted of such crime within this time frame, the Bidder will provide Kitsap Transit a list showing the date of conviction, the offense convicted of, the punishment, and a brief statement of the facts underlying the condition. Kitsap Transit reserves the right to use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.

F) Termination for Cause / Termination for Default

- 1) **Criterion:** The Bidder shall not have had any Public Works Contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the Bid submittal deadline for this project, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall sign a Kitsap Transit provided statement providing that the Bidder has not had any Public Works Contract terminated for cause or default by a government agency within the aforementioned time period. If the Bidder has had a Public Works Contract terminated for cause or default by a government agency during this time frame, the Bidder will provide Kitsap Transit a list of each Contract terminated, the government agency terminating the Contract, and the circumstances involving the termination. Kitsap Transit reserves the right to use independent sources of information that may be available to demonstrate whether the Bidder complies with this criterion.

G) Lawsuits

- 1) **Criterion:** The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder within five (5) years of the Bid submittal deadline for this project that demonstrates a pattern of failing to meet the terms of Contracts, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
 - 2) **Documentation:** The Bidder shall submit a list of lawsuits or arbitrations with judgments entered against the Bidder within the aforementioned time period, along with a written explanation of the circumstances surrounding each such lawsuit or arbitration. Kitsap Transit shall evaluate these explanations to determine whether the lawsuits or arbitrations demonstrate a pattern of failing to meet terms in Contracts. Kitsap Transit reserves the right to investigate and evaluate lawsuits or arbitrations made against the Bidder within the time period specified that were not reported by the Bidder.
- H) **Appeals:** If Kitsap Transit determines the Bidder does not meet the Bidder responsibility criteria outlined herein and is therefore not a responsible Bidder, Kitsap Transit shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with Kitsap Transit's determination, the Bidder will have one (1) business day from receiving the determination to appeal and present additional information to Kitsap Transit. Kitsap Transit will consider any such timely submitted additional information before issuing its final determination. If the Bidder disagrees with Kitsap Transit's final determination, it may appeal that determination to the Board Chair of the Kitsap Transit Board of Directors within one (1) business day of receiving Kitsap Transit's final determination. If the Board of Directors affirms that the Bidder is not responsible, Kitsap Transit will not execute a Contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.
- I) **Request to Change Supplemental Criteria during Bidding**
- 1) Potential Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests ("Request") to Kitsap Transit to modify the criteria. Such requests shall be made in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to Bid Opening. Requests may be submitted via U.S. post mail, hand-delivered, or sent by electronic mail within this timeline to:
 - Mail/Delivery: Patrick Rogers
Kitsap Transit
60 Washington Ave., Ste. 200
Bremerton, WA 98337-1888
 - E-mail: patrickr@kitsaptransit.com
 - 2) The Request must include the Bidder's name and address, the Project Number and Title, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the Requestor would like the criteria modified. Requests either not addressed to the Contracts Administrator as indicated in Item 1 above, or requests received after the request submittal deadline, will not be considered.
 - 3) Any changes to the Supplemental Bidder Criteria, as determined by Kitsap Transit in its sole discretion, will be issued as an Addendum to the Bid Documents.

2.26 Award of Contract: Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, setting forth Kitsap Transit's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders. The recommendation will be

voted upon by the Kitsap Transit Board of Directors in open public meeting on the date specified within the Notice. Upon receiving Board approval for Award of the Contract, Kitsap Transit will send a Final Notice of Contract Award to all Bidders. Kitsap Transit reserves the right to make Award within ninety (90) calendar days from the Bid Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Bidder's acceptance.

2.27 Contract Execution: The Contractor must sign and return all requested documents to Kitsap Transit within ten (10) calendar days of the Award Date. After execution, one (1) original signed Contract will be returned to Kitsap Transit with all requested documents. The Bidder should already have preparations in place with their insurance agent and Surety in order to expedite the required documents. Failure to execute the Contract is the time allotted grants the authority to cancel the Award and move to the next lowest responsive and responsible Bidder.

Kitsap Transit will then issue a Notice to Proceed. The Contractor assumes all risk for any Work begun before receipt of the said notice.

2.28 Bids as Public Record: Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Kitsap Transit prior to Contract Award in order to protect the integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. Kitsap Transit shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", Kitsap Transit will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

2.29 Bid Protests:

Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest

2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

A protest must be filed with Kitsap Transit's Purchasing Coordinator within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Purchasing Coordinator will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and an independent Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

Protests to the Federal Transit Administration

The vendor or service provider shall only appeal to the FTA pursuant to violations of federal law or regulation.

Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.

2.30 Environmental Sustainability Management System Compliance: (not applicable)

2.31 Insurance Requirements: The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Kitsap Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability

under the indemnity provisions of this Contract. Damages recoverable by Kitsap Transit shall not be limited to the amount of the required insurance coverage.

- a. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.
- b. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.
- c. **Ship Repairer's Liability:** Coverage usual to American Institute Ship Repairer's Liability Clauses with a limit of \$1,000,000. Demurrage/Detention coverage added. This coverage may be added to the General Liability Policy.
- d. **Workers Compensation:** The Contractor and Subcontractor will secure in accordance with the laws of the State(s) of operation, Coverage B-Employers' Liability Limit \$1,000,000 each accident. U.S. Longshore and Harbor Workers **{USL&H}** Compensation Act coverage. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the Contractor and Subcontractor are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees/s.
- e. **Builder's Risk Policy:** Coverage usual to American Institute Builder's Risk Clauses {2-8-79} including American Hull Insurance Syndicate Addenda 1 & 2, including coverage for Strikes, Riots, and Civil Commotion and vandalism. Coverage for Owner Furnished Equipment, if any, while in transit and in storage awaiting installation. Coverage for Protection & Indemnity and Pollution Liability. The Protection and Indemnity section of the Builder's Risk Insurance Policy for the Builders shall be amended to provide Jones Act Crew Coverage for employees of Purchaser. Limit for Hull & Machinery to be the completed value of the Vessel including Owner Furnished Equipment or the cost to rebuild the Vessel following a total loss, whichever is greater. Limit for Protection & Indemnity to be not less than \$1,000,000 or the completed value of the Vessel, whichever is greater (unless excess limit is included in a Bumbershoot Policy).
- f. **Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract.

Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.

- g. General Terms of Insurance:** All policies shall contain a waiver of subrogation in favor of KITSAP TRANSIT. All policies (except Workers Compensation/ USL&H, Ship Repairer's Liability, and Auto Liability) shall name KITSAP TRANSIT as Additional Insured. Language such as the following should be used: "**Kitsap Transit and its officers, agents, and employees named Additional Insured in respect to Contract KT 21-739 M/V Solano Refurbishment**". All policies (except Workers Compensation/ USL&H, Ship Repairer's Liability, and Auto Liability) shall be endorsed to be primary to any similar coverage available to KITSAP TRANSIT.
- h. Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). Such certificates shall reference the title of this Contract and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.

Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.

END OF SECTION 2

The following Kitsap Transit General Provisions are complementary to the Special Provisions and to the terms and conditions of the subsequent Contract to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in this Contract will be read as if in this Contract whether or not physically included.

3.1 CONTRACT DOCUMENTS

- A) The Contract Documents are intended to be complementary and prescribe and provide for a complete Work. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Bid Schedule. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.
- B) The Contract represents the entire and integrated agreement between Kitsap Transit and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans, or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- C) Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Manager, or Engineer, may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.
- D) On the Contract Plan Drawings and Working Drawings figured dimensions govern. Do not scale Drawings.
- E) In the case of an inconsistency between Contract Documents, the following order of precedence (from highest to lowest) applies:
- Contract
 - Addenda
 - IFB Documents
 - Specifications
 - Drawings
- F) Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.
- G) If any parts of the Contract require Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade to justify an expectation that it will be observed by the Contractor in doing the Work.

- H) In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford Kitsap Transit the maximum benefits thereof.
- I) The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. Kitsap Transit assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

3.2 KITSAP TRANSIT – GENERAL RESPONSIBILITIES

- A) Kitsap Transit, as Owner, shall designate a representative (“Engineer”) from the Architectural and Engineering (A/E) team who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for Kitsap Transit. Kitsap Transit shall issue all instructions to the Contractor through the Engineer.
- B) The Engineer shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The Engineer will coordinate the input and Work of various governmental agency or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.
- C) The Engineer will review all Working Drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Engineer’s review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Engineer of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the Engineer that the Record Drawings will satisfy the requirements of the Contract. The Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.
- D) The Engineer will perform ten (10) on-site visits and related paperwork. The Engineer will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Engineer, or other Kitsap Transit representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind Kitsap Transit in determining Final Completion of the Work.
- E) Kitsap Transit and the Engineer have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Engineer may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Engineer to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the Engineer, at the Contractor’s risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Engineer fails to reject such Work or material. The right of Kitsap Transit, or the Engineer, to reject Work shall not create a duty on the part of Kitsap Transit to exercise this right for the benefit of the Contractor or any other person or entity.
- F) Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring Kitsap Transit and the Engineer, or other representative of Kitsap Transit, to: 1) direct or advise

the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the Work. No approval or advice given by Kitsap Transit, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by Kitsap Transit that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to Kitsap Transit, or its representatives, on account of approval or advice.

- G) The Engineer, in consultation with the Kitsap Transit Project Manager, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.
- H) Kitsap Transit and the Engineer shall, at all times, have access to the Work whenever the Work is in preparation or progress. Kitsap Transit reserves the right to perform additional Work or conduct Kitsap Transit operations on or near the site of the Project. Should such other or additional Work or Kitsap Transit operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other Work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional Work or operations. Such use or occupancy by Kitsap Transit or its assignees shall not constitute completion or acceptance of the Work or any part thereof.
- I) Neither the Kitsap Transit Board of Directors, nor Executive Director, or any other officer, employee, or agent of Kitsap Transit acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. Kitsap Transit reserves the right to perform construction operations with their own forces or to Award other Contracts in connection with the other portions of the Project or other Work on the site under these or similar conditions of the Contract.
- J) The post-award administration of the Contract file documentation will be the responsibility of Kitsap Transit to ensure compliance with the terms of the Contract and grant reporting requirements.

3.3 CONTRACTOR – GENERAL RESPONSIBILITIES

- A) Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.
- B) The Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, the Contractor shall comply with those codes, rules, regulations and laws which require the highest standard of construction quality and workmanship.

- C) The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by Kitsap Transit, and shall at once report to the Engineer any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor performs any construction activity without carefully studying and comparing the Contract Documents, or fails to promptly report the discovery of any error, inconsistency, omission or variance in the Contract Documents, then the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications, or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.
- D) The Contractor is responsible to field measure existing site conditions and verify casework pieces will accurately fit within the parameters as indicated on the Drawings.
- E) The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.
- F) The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their Work or business. The Contractor shall properly coordinate this Work with that of Kitsap Transit or other Contractors.

3.4 SUB-AGREEMENTS

- A) The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Kitsap Transit, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all Subcontractor agreements shall be furnished to Kitsap Transit at the beginning of the Project. The Contractor shall also ensure that all sub-contracts meet the "Subcontractor Bidder Responsibility Criteria" set forth in these documents.
- B) Nothing contained herein; however, shall be interpreted as creating a contractual relationship between Kitsap Transit and any Subcontractor. The Contractor is for all purposes an independent Contractor and not an employee or agent of Kitsap Transit.
- C) **Subcontractors List:** The Contractor, at the request and direction of KT, will provide copies of any written agreements for approval of each Subcontractor after Contract Award.

3.5 SUBCONTRACTOR BIDDER RESPONSIBILITY CRITERIA

- A) RCW 39.06.020 requires Public Works Contractors and Subcontractors to verify that any Subcontractors they directly hire meet the responsibility criteria for the Project at the time of subcontract execution. In addition to verifying the mandatory Bidder responsibility criteria listed above from RCW 39.04.350(1), the Contractor or Subcontractor must also verify that a Subcontractor possesses an electrical Contractor license, if required by Chapter 19.28 RCW, or an elevator Contractor license, if required by Chapter 70.87 RCW.
- B) The Contractor shall include the language of this Section in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this Section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The verification requirements and responsibility criteria must be included in every

Public Works subcontract, regardless of tier. The Contractor shall certify that this verification is complete prior to Contract execution and, upon request of Kitsap Transit, shall promptly provide documentation demonstrating that the Subcontractor meets the Subcontractor responsibility criteria below.

- C) At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following Bidder responsibility criteria:
- 1) Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract Bid submittal;
 - 2) Have a current Washington Unified Business Identifier (UBI) number;
 - 3) If applicable, have:
 - (a) Industrial Insurance (Worker's Compensation) coverage for the Subcontractor's employees working in Washington State, as required in Title 51 RCW;
 - (b) A Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - (d) An electrical Contractor license, if required by Chapter 19.28 RCW;
 - (e) An elevator Contractor license, if required by Chapter 70.87 RCW.
 - 4) Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

3.6 PROTECTION OF EXISTING PROPERTY

The Contractor shall protect from damage all existing Structures, curbs, sidewalks, equipment, improvements, utilities, trees, and vegetation located at or near the Work site which are not considered part of the Work to be performed under the Contract. Damages or losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of Kitsap Transit. The Contractor shall promptly repair, at no cost to Kitsap Transit, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, Kitsap Transit may have the necessary Work performed and deduct or charge the cost back to the Contractor. Prior to beginning the Work, the Contractor shall give proper notification, as required by RCW 19.122.030, to the agencies that have utilities in place and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and Structures.

3.7 SAFETY STANDARDS

The Contractor agrees to comply with all Federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; Utility company regulations; the National Electric Code (NEC); the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor.

3.8 SPECIAL REPORTS

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, the Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the

results or effects and similar pertinent information. Submit special reports directly to the Kitsap Transit Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

3.9 WORKING DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS

- A) The Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all Working Drawings, product data, samples, and other items required by the Contract Documents, to the Engineer for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by Kitsap Transit to review resubmitted Working Drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.
- B) Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. Kitsap Transit is not required to review submittals that depend for their review on other submittals not yet submitted.
- C) No portion of the Work requiring submittal of a Working Drawing, product data, or sample shall be commenced until the submittal has final approval by Kitsap Transit. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

3.10 RECORD DOCUMENTS

When requested, or upon completion of the Work, the Contractor shall furnish Kitsap Transit with Record Drawings and Specifications certified by an Engineer showing all deviations from the original (at the time of Bid submittal) Contract Documents. Drawings and Specifications shall show actual dimensions, locations, approved changes, options and alternates made during construction. Include type of equipment, make, model, serial number, and acquisition cost of installed capital equipment or other fixed assets. The Engineer may use Record Drawings to verify the appropriate progress payment.

3.11 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A) The Contractor shall be fully responsible to Kitsap Transit for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B) The Contractor shall at all times enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of Kitsap Transit.
- C) The Contractor shall employ a General Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the

superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to Kitsap Transit.

- D) Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to Kitsap Transit a listing of its principal staff assignments, consultants and Subcontractors; naming persons and listing their telephone numbers.

3.12 GENERAL GUARANTEE AND WARRANTIES

- A) The Contractor warrants to Kitsap Transit that all goods, materials and equipment furnished under this Contract will be of highest quality and new, unless otherwise specified by Kitsap Transit; free from liens, faults and defects and in conformance with the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of Kitsap Transit, the Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.
- B) The Contractor warrants to Kitsap Transit that all Work furnished will be of first quality and the workmanship will be the best obtainable in the various trades. The Work will be safe, substantial and durable construction in all respects; free from defective materials and faulty workmanship, and in conformance with the Contract Documents and the best construction practices acceptable. These provisions apply to Work done by Subcontractors and direct employees of the Contractor.
- C) The Contractor warrants that all parts of the Work shall remain in perfect working order and condition for a minimum period of one (1) year after Final Acceptance by Kitsap Transit. All Work not conforming to these standards during the construction period, the warranty period, or within such longer period of time as may be prescribed by law, or by the terms of any other applicable warranty period specified or required by the Contract Documents, shall be immediately remedied at the Contractor's sole expense. The warranty provided under this paragraph shall be in addition to any other express or implied warranties for particular equipment or Work items indicated in the Contract Documents, and in addition to other rights or remedies available to Kitsap Transit under this Contract or at law. No provision in this Article shall be construed to limit the liability of the Contractor for Work not performed in accordance with the Contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law. Acceptance of any service and inspection incidental thereto by Kitsap Transit shall not alter or affect the obligations of Contractor or the rights of Kitsap Transit. Any defects shall be immediately remedied by the Contractor.
- D) Kitsap Transit shall immediately give written notice to the Contractor of any defective goods or services discovered within said warranty period. If the Contractor has not corrected the defect within thirty (30) calendar days after receiving the written notice, or Kitsap Transit determines the Contractor's corrective action is not satisfactory, Kitsap Transit, in its sole discretion, may correct the defects itself. In the case of an emergency where Kitsap Transit believes delay would cause serious injury, loss or damage, Kitsap Transit may waive the written notice and correct the defect. In either case, the Contractor and its Surety are responsible for all expenses incurred and Kitsap Transit will charge-back the cost for such warranty repair to the Contractor, including shipping charges, regardless of who actually corrects the defect.
- E) The Contractor shall further make good all damage to the Project site, or equipment or contents thereof which, in the opinion of Kitsap Transit, is the result of the use of materials, equipment or workmanship which is inferior, defective, or not in accordance with the terms of the Contract;

and shall make good any Work or materials, or the equipment and contents of building, Structures, or site disturbed in fulfilling any such warranty.

- F) Upon completion of the Work, the Contractor shall furnish to Kitsap Transit any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any equipment or materials; provided such guaranty or warranty shall be in addition to those specific requirements for particular equipment or Work items indicated elsewhere in the Contract Documents. The Contractor will maintain copies of all warranty information and shall cooperate with Kitsap Transit to immediately facilitate any warranty related Work to satisfactorily repair the condition, correct the defect, error, or non-conformity at the Contractor's sole expense.
- G) All extended warranties provided by a manufacturer or vendor must be passed on to Kitsap Transit, without exception. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Kitsap Transit by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this Contract. Required repairs not covered by the Manufacturer's Warranty because of the Contractor's deviation of the methods will be made by the Contractor at no expense to Kitsap Transit. If the Contractor charges Kitsap Transit for a replacement part that the Contractor actually received at no cost under a warranty, the Contractor will rebate Kitsap Transit the amount billed.
- H) If the Contractor performs Work at the job site under these warranty provisions, the Contractor shall furnish insurance coverage therefore as specified in the Contract Documents. Prior to beginning such Work, the Contractor shall furnish certification of insurance satisfactory to Kitsap Transit.
- I) The Contractor further warrants that no violation of any Federal, State or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods.
- J) The Contractor's warranty responsibilities shall survive delivery, inspection, acceptance of the goods or services, and Contract termination. Neither Final Acceptance, or partial or entire use or occupancy of the Work (Substantial Completion), by Kitsap Transit shall constitute an acceptance of Work not done in accordance with the Contract or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials and workmanship.
- K) Warranties shall not apply to Work or materials that have been abused or neglected by Kitsap Transit. Abuse means damage or degradation resulting from accidents, deliberate actions or omission other than normal wear and tear of the user. The Kitsap Transit Project Manager, or designee, will be the final arbitrator for issues involving abuse versus normal wear and tear.

3.13 PREVAILING WAGE REQUIREMENTS

- A) As required by Chapter 39.12 RCW, wage rates to be paid all laborers, workers, and mechanics performing any part of this Contract, whether they are employed by the Contractor, Subcontractors, or lower-tiered Subcontractors, or any other person who performs a portion of the Work completed by this Contract, shall not be less than the Washington State prevailing wage rates paid for an hour's Work in the same trade or occupation in the County that the work is performed. The Contractor is required to pay the applicable prevailing wage rates in effect upon December 15, 2021, the Bid Due Date, which shall remain in effect for the duration of the Contract. A copy of the applicable wage rates is available for viewing at Kitsap Transit's Harborside Building. A hard copy will be mailed upon request.

- B) **Washington State Prevailing Wages:** May be found at the website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Kitsap Transit does not imply or warrant that the Contractor will find labor available at those rates.
- C) **Davis Bacon Wage Rates:** The Federal wage laws and rules apply. The hourly minimum rates for wages and fringe benefits are included as **Attachment B**. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's Wage Determination WA20210071 02/26/2021. Ten (10) days before the Bid Due Date, Kitsap Transit will review the Davis Bacon Wage Determination to ensure that the wage rates have not changed. If the rates have changed, the new rates will be sent out in an Addendum.
- D) **Wage Determinations:** It is the Contractor's sole responsibility to determine the category of prevailing wages it will have to pay. If more than one category of Work is applicable to the Project, the Contractor shall list them on the "*Statement of Intent to Pay Prevailing Wages*". If the Contractor is employing labor in a class not listed on the State schedule, the Contractor shall immediately contact the Industrial Statistician of the Washington State Department of Labor and Industries to determine the correct wage rate for that class and locality. The Statistician's decision shall be final, conclusive and binding on all parties.
- E) **Intent and Affidavits:** No payment will be made on this Contract until the Contractor and each and every Subcontractor, regardless of tier, has submitted to Kitsap Transit a "*Statement of Intent to Pay Prevailing Wages*" that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every Subcontractor has submitted to Kitsap Transit an "*Affidavit of Wages Paid*" that has been approved by L&I's Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.
- F) **Filing Requirements:** Kitsap Transit recommends that Intent and Affidavit forms be submitted electronically with Labor and Industries to expedite verification of submittal; however, Kitsap Transit will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, the Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.
- G) **Posting of Notices:** The Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:
- 1) Contractor's registration certificate number;
 - 2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
 - 3) The estimated number of workers in each classification.

3.14 CONTRACT BONDS

- A) In the event the Surety becomes unacceptable to Kitsap Transit during the course of the Contract Work, or Kitsap Transit deems the Surety or Sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

- B) **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all Subcontractors and suppliers, taxes imposed under Title 82 RCW.
- C) **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all of its obligations under this Contract within the time prescribed therein.
- D) Kitsap Transit may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one-hundred percent (100%) of the increase in Contract price. Kitsap Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

3.15 **RETAINAGE**

- A) For each payment made to the Contractor, an amount equal to five percent (5%) of the total pre-taxed amount earned by the Contractor shall be retained, including any additions or deletions by Change Order. Such amounts shall be withheld by Kitsap Transit for forty-five (45) days following the date of Final Acceptance or until any liens filed under RCW 60.28 are settled, whichever is later.
- B) **Options for Withholding:** In accordance with RCW 60.28.011, the Contractor shall inform Kitsap Transit as to how monies may be retained by Kitsap Transit by selecting one of the following options on Kitsap Transit's "*Declaration of Option For Management of Statutory Retainage*" form: 1) Deposited in a non-interest bearing account; 2) Deposited in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or 3) Placed in escrow with a bank or trust company.
- C) **Optional Retainage Bond:** The Contractor may furnish Kitsap Transit, at the Contractor's cost and at Kitsap Transit's option, a retainage bond of five percent (5%) of the Contract amount to be held in lieu of actual retainage. The bond shall be issued by a corporate Surety acceptable to Kitsap Transit and licensed to do business in the State of Washington. In the event the Surety becomes unacceptable to Kitsap Transit during the course of construction, the Contractor shall, upon Kitsap Transit's written request and at the Contractor's sole cost and expenses, obtain a retainage bond from another Surety acceptable to Kitsap Transit.

3.16 **PAYMENT**

- A) Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage, and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every Subcontractor has been received by Kitsap Transit, payment shall be made within thirty (30) days after Kitsap Transit's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.
- B) **Payment Requests:** Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Engineer for review and certified approval prior to Kitsap Transit making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Engineer reviews the Contractor's pay request, a Certificate for Payment will be issued to Kitsap Transit to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the Engineer will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon

by the Engineer and Kitsap Transit on account of portions of the Work done by such Subcontractor.

- C) **Progress Payments:** Kitsap Transit shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.
- D) **Prompt Payment of Subcontractors:** The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.
- E) **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released thirty (30) days following the date of Final Acceptance of the Work; provided that Kitsap Transit has received the following:
- (1) An "*Affidavit of Wages Paid*" for the Contractor and every Subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries;
 - (2) A release of liability from the WA State Department of Labor and Industries (L&I), WA State Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.
 - (3) Lien releases for the Contractor and each Subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to Kitsap Transit as soon as practical after completion of the Work. Kitsap Transit may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, Kitsap Transit may withhold funds to defray the cost of lien foreclosure and to pay attorney's fees in an amount no less than 150% of the lien amount.
 - (4) Satisfaction of any lien claims or unpaid claims Kitsap Transit may have against the Contractor or, where applicable, the consent of the Surety to release retainage. In the event a claim is filed against the retainage, the Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.
- F) Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.
- G) **Claims:** In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

3.17 DELAYS – RESPONSIBILITY

In the event of delay to the Contractor in performing the Work resulting from the conduct or lack of conduct by Kitsap Transit or their Contractors, officers, employees, agents; or resulting from delay or failure of Kitsap Transit in making the site available; or in furnishing any items required to be furnished to the Contractor pursuant to the Contract Documents; or resulting from changes to the Project ordered by Kitsap Transit; or resulting from:

- (1) Extraordinary conditions of weather for the area and time of year, (Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two standard deviations from the mean of data recorded by the U.S. Weather Bureau for the Seattle/Tacoma metropolitan area over the last twenty (20) years. To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the site shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental data and Information Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce),
- (2) War or national conflicts or priorities arising therefrom,
- (3) Fires beyond the reasonable control of the Contractor,
- (4) Acts of God,
- (5) Strikes or other labor disruptions, except for the first five working days of any strike or labor disruption,
- (6) Any other causes beyond the Contractor's reasonable control (but not including delays caused by the Contractor, Subcontractors of any tier or suppliers); and for no other cause or causes,
- (7) Epidemic

The Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.18 SUSPENSION OF WORK

The Engineer may, with Kitsap Transit's approval, direct that all or any part of the Work be suspended for such time period as the Engineer deems proper because of unsuitable weather or other conditions beyond the control of Kitsap Transit and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the Engineer. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the Engineer concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. Kitsap Transit may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

3.19 KITSAP TRANSIT'S RIGHT TO STOP WORK

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by Kitsap Transit, Kitsap Transit may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to

any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.20 DISRUPTIONS CAUSED BY LABOR OR OTHER DISPUTES

- A. The term “dispute” as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or Kitsap Transit. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. The Contractor shall pay all attorneys’ fees and expenses incurred by Kitsap Transit in establishing and enforcing Kitsap Transit’s rights whether or not suit was instituted.
- B. The Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors and lower tier Subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to Kitsap Transit property by Kitsap Transit, its agents, employees, tenants or employees thereof, or other Contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to Kitsap Transit property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:
- Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Kitsap Transit property;
 - Policing entrances to assure that only authorized personnel may use the same;
 - Posting notices or signs which advise interested persons and labor organizations that a particular entrance to Kitsap Transit property is for the employees of “primary” or, as the case may be, “neutral” employers;
 - Notifying all interested labor organizations or the “primary” or “neutral” status of particular entrances;
 - Upon request of Kitsap Transit, altering or rerouting the access to the Project;
- C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. Kitsap Transit will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, Kitsap Transit shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as “primary” or “neutral” entrances, and to take appropriate legal action in order to protect the interests of Kitsap Transit and those of its tenants and other Contractors.
- D. The foregoing actions to be taken by the Contractor are the Contractor’s primary responsibility. Neither the failure of Kitsap Transit to request the Contractor take a specific action, nor the exercise by Kitsap Transit of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of Kitsap Transit shall be considered a material breach of the Contract.

3.21 CHANGES IN THE WORK AND CHANGE ORDERS

- A) Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or Kitsap Transit shall refer same to

each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing and incorporated into the Contract Documents through the execution of a Change Order by Kitsap Transit, or the Engineer, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, Kitsap Transit's decision shall be final.

B) **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives Kitsap Transit written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.

C) **Owner Directed Changes:**

(1) Kitsap Transit may make at any time during the Work, without notice to the Surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:

- Deleting any part of the Work;
- Increasing or decreasing quantities;
- Altering Specifications, designs, or both;
- Altering the way Work is to be done;
- Adding new Work;
- Altering Kitsap Transit-provided facilities, equipment, materials, services, or sites; or
- Directing acceleration or delay in the performance of the Work.

(2) For any change requested by Kitsap Transit, the Contractor shall submit to the Engineer, within seven (7) calendar days of Kitsap Transit's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.

(3) Any Field Directive, response to Requests for Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as "Direction") provided by Kitsap Transit or the Engineer, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.

D) **Cardinal Change:** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted regardless of whether or not the change is "in-scope" or a significant change. For purposes of this Contract, a significant change is when the character of the Work as altered differs materially in kind or nature from that originally included in the solicitation.

E) **Time Extension:**

- (1) Requests for a time extension shall only be limited to the effect on the Critical Path of the Contractor's approved Progress Schedule attributable to the change or event giving rise to the request. As used herein, "Critical Path" means the longest, continuous sequence of interrelated activities that begins on the date Kitsap Transit issues a Notice To Proceed and extends to Substantial or Final Completion of the Project.
- (2) To be considered, the request shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) Had a specific impact on the Critical Path, and except in cases of concurrent delay, was the sole cause of such impact; and (2) Could not have been avoided by resequencing of the Work or by using other reasonable alternatives.
- (3) In evaluating any request, the Engineer will consider how well the Contractor used the time from the Notice to Proceed up to the point of the delay and the effect the delay has on any completion times included in the Specifications or Scope of Work. The Engineer will evaluate and respond within seven (7) calendar days of receiving the request.
- (4) The authorized time for Physical Completion will be extended for a period equal to the time the Engineer determines the Work was delayed because of: Adverse weather, providing the Engineer had not already declared the time to be unworkable and the Contractor has filed a written protest according the provisions herein; Any action, neglect, or default of Kitsap Transit, its officers, or employees, or of any other Contractor employed by Kitsap Transit; Fire or other casualty for which the Contractor is not responsible; Strikes; and Any other conditions for which these Specifications permit time extensions.

F) **Equitable Adjustment:**

- (1) Except as specifically provided for herein, the Contractor is not entitled to an equitable adjustment, and Kitsap Transit will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at Kitsap Transit's discretion. Nothing in this Section shall be deemed to require a change in the Contract Amount when additional, extra, or changed Work is the result of an estimating, contracting or engineering error by the Contractor. In no event shall the Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
- (2) If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided; however, that except for claims based on defective Specifications, no claim for any Contractor requested change shall be allowed for any costs incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective Specifications for which Kitsap Transit is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
- (3) If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by Kitsap Transit, or the furnishing of a written notice to Kitsap Transit, submit to Kitsap Transit a written proposal ("**Change Request**") further setting forth the general nature, time

implications, monetary extent of such claims, and a certification that the Contractor regards the order as a necessary change, unless this period is extended by Kitsap Transit. The Contractor may request, in writing, an extension in time to submit the Change Request.

- (4) The Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed Bids of any Subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. The Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee.

No allowance for increasing the bonds will be made. The same level of detail required for the Contractor's Change Request shall be included in all Subcontractor quotations.

- (5) Overhead and profit percentage markups shall not exceed those specified as allowed under this Section and shall be deemed to cover all costs and expenses of any nature whatsoever, including without limitation those for general condition items such as clean-up, protection, supervision, estimating, field operations, small tools and security, which the Contractor or any of its Subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Section. The parties agree and acknowledge that the adjustments to Contract Amount and Contract Time, if any, contained in a Change Order shall constitute the total and complete compensation and remedy for the Change in the Work, including any effect of the individual change and any cumulative effects prior to Change Orders on the Work as a whole, and all direct and indirect costs of whatsoever kind or nature, including, without limitation, overhead, extended overhead, profit, impact costs, ripple costs, delay costs, inefficiency costs, and all other special, incidental and consequential damages.
- (6) Upon receipt of the Contractor's fully documented Change Request, Kitsap Transit may accept or reject the Request, request further documentation, negotiate acceptable terms with the Contractor, or inform the Contractor that additional time is needed to evaluate the Change Request. Under such circumstances, Kitsap Transit will identify a date certain when a decision on the Change Request will be made. For any Change Request which has merit, Kitsap Transit will initiate a written Change Order to the Contract. If Kitsap Transit and the Contractor reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, such agreement shall be incorporated into a Change Order and signed by both parties. This bilateral Change Order shall represent full and complete payment, time adjustments, and final settlement of all changes and claims for direct, indirect, and consequential costs, including cost of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the bilateral Change Order.
- (7) If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in the Contractor's or Subcontractors' underlying Bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
- (8) If Kitsap Transit and the Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, the Contractor may request in writing, at any time, a final offer from Kitsap Transit.

Kitsap Transit shall provide the Contractor with its written response within thirty (30) calendar days of the Contractor's request. Kitsap Transit may also provide the Contractor with a final offer at any time. If the Contractor rejects Kitsap Transit's final offer, or the parties are otherwise unable to reach agreement, the Contractor's only remedy shall be to file a claim as provided in the claims section.

G) **Unilateral Change Order:** If Kitsap Transit and the Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, Kitsap Transit may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the Surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as Kitsap Transit deems appropriate and the Contractor shall promptly and diligently perform the Work in the most efficient, economical, and workmanlike manner, consistent with the best interest of Kitsap Transit, and shall not slow or stop the progress of the Work pending resolution of any such disputes. The Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If the Contractor disagrees with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim in accordance with Paragraph 4.27 – Claims. Unless Kitsap Transit agrees in writing to the contrary, the Contractor shall only be permitted to perform changes in the Work with its own forces if the Contractor was the entity that performed, or was contemplated to perform, the original Work of the trade in question.

H) **Differing Site Conditions:**

- (1) In the event the Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, the Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
- (2) The Contractor shall promptly notify the Engineer orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, the Contractor shall furnish Kitsap Transit written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
- (3) If such notice is not given prior to the condition being disturbed, or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before Kitsap Transit directs the Contractor to proceed with the Work despite the condition, Kitsap Transit's right to address the changed conditions will be deemed to be prejudiced and the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of such condition. Oral notice alone by the Contractor to Kitsap Transit, or the Engineer, regarding such condition shall not be adequate to avoid such waiver.
- (4) Upon receiving the Contractor's written notification, Kitsap Transit shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in

writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

- (5) If Kitsap Transit determines, upon concurrence by the Engineer, that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, Kitsap Transit may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.

l) Contractor's Obligation to Proceed:

- (1) A request by Kitsap Transit, or the Engineer, to the Contractor for a change proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work. Pending agreement on the terms and conditions of any Change Order in writing, Kitsap Transit, or the Engineer, may direct the Contractor to proceed immediately with the Work in question, in which event the Contractor shall promptly and diligently proceed with any changed Work, in accordance with the Contract Documents, so as to avoid delay and minimize any increase in the time required for performance of the Work. The Contractor shall keep daily records of the costs incurred in connection with such Work and submit daily timesheets to Kitsap Transit accordingly. The Engineer's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for the magnitude of an equitable adjustment for such Work. An inadvertent payment made by Kitsap Transit for Work not specifically authorized in writing by Kitsap Transit shall not constitute evidence or acknowledgement of Kitsap Transit's liability for such payment.
- (2) Subject to Sections 3.21 B and C above, no later than thirty (30) calendar days from the "Satisfactory Completion" of any additional Work, the Engineer shall prepare and issue to the Contractor either an agreed upon Bilateral Change Order or Unilateral Change Order, including any adjustment in the Contract Amount, Contract Time, or both. As used herein, "Satisfactory Completion" means that the Engineer shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of Kitsap Transit, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion. In no event shall the Contractor proceed with any change in the Work until it has obtained a fully executed Change Order or written order or direction from the Engineer to proceed.

3.22 PROTEST PROCEDURE FOR CHANGE ORDERS

- A) The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order, including directions, instructions, interpretations, and determinations.
- B) If the Contractor disagrees with any of the terms of a Change Order, the Contractor shall give immediate oral notice of protest to the Engineer, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and

complete records of the cost of such changed Work and shall permit Kitsap Transit to have access to those records as requested to enable Kitsap Transit to evaluate the merits of the protest.

- C) A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Engineer to be followed by written protest as required herein.
- D) Within fourteen (14) calendar days of the Engineer's receipt of written notice above, the Contractor shall provide the following details:
- (1) A detailed factual statement of the claim for a change in the Contract Amount and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
 - (2) The date on which facts arose which gave rise to the claim;
 - (3) The name of each employee or agent or consultant of Kitsap Transit knowledgeable about the claim;
 - (4) The specific provisions of the Contract Documents which supported the claim;
 - (5) The identification of any documents and the substance of any oral communications that support the claim;
 - (6) Copies of any identified documents, other than the Contract Documents, that support the claim;
 - (7) If an adjustment in Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);
 - (8) If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and
 - (9) A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Amount or Contract Time for which the Contractor believes Kitsap Transit is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.
 - (10) A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and all subcontractors and suppliers of any tier are entitled.
- E) Kitsap Transit shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from Kitsap Transit. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.23 FINAL INSPECTION

If the Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, Kitsap Transit may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, Kitsap Transit may choose to:

- 1) have the Work performed by another Contractor with the cost of such Work to be deducted from

the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by Kitsap Transit to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided Kitsap Transit under this Section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

3.24 FINAL COMPLETION AND FINAL ACCEPTANCE

- A) **Final Completion**: Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, the Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to Kitsap Transit.
- B) **Final Acceptance**: Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of Kitsap Transit. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. Kitsap Transit shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A "*Certificate of Final Completion and Final Acceptance*" will be issued by Kitsap Transit provided that:
- ✓ The physical Work on the Project is complete and the Contractor has satisfactorily demobilized.
 - ✓ All temporary locks, keys or other items loaned or signed-out to the Contractor, Subcontractors, suppliers and vendors are returned to Kitsap Transit.
 - ✓ Project Record Documents, drawings, manuals, and warranties have been submitted to Kitsap Transit and approved by the Project Manager.
 - ✓ Outstanding claims are settled, or are identified in writing by the Contractor as unsettled at the time of application for Final Payment.
 - ✓ An invoice representing 95% payment of the Contract Amount, less any progress payments, has been requested.
 - ✓ Kitsap Transit's Project Manager approves Final Acceptance.
- C) The date of Final Acceptance further marks the start of the forty-five (45) day waiting period for any liens or claims against the Contractor's retainage before releasing the retained funds. Final Acceptance may not be given if any claims previously made in writing and identified by the Contractor, a Subcontractor, or material supplier remain unsettled at the time of the Contractor's application for Final Payment.
- D) Neither Final Completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect Kitsap Transit against any claim or loss resulting from the failure of the Contractor or its Subcontractors to pay all laborers, mechanics, Subcontractors, suppliers, or any industrial insurance and medical aid required under Title 51 RCW.

3.25 PROJECT CLOSEOUT

In addition to any Contract close-out requirements stated elsewhere in the Contract Documents, the Contractor shall submit to Kitsap Transit's Contracts Administrator, upon Final Acceptance of the Work, the following items:

- 1) An L&I approved "Affidavit of Wages Paid" for Prime and all Subcontractors.
- 2) An invoice representing 5% Final Payment for retainage.

- 3) Certificate of payment of State excise taxes, if applicable.
- 4) Release of any outstanding claims.

3.26 FORFEITURE OF CONTRACT

- A) Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Kitsap Transit may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this Contract. In the event of such refusal, neglect, or failure, Kitsap Transit may, by written notice to the Contractor and its Surety or its representative, or if the Contractor abandons the Work undertaken under the Contract, Kitsap Transit may, at its option with such written notice to the Surety and without any written notice to the Contractor, transfer the employment of said Work from the Contractor to the Surety. Upon receipt of such notice, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under this Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the material therefore, without termination of the continuing full force and effect of the Contract.
- B) In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering the Work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if Kitsap Transit so elects, it may terminate the employment of the Contractor for said Work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the Work included under the Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the materials therefore. In case of the discontinuance of employment by Kitsap Transit as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the Work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by Kitsap Transit in finishing the Work, and all damages sustained or which may be sustained by Kitsap Transit by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Kitsap Transit to the Contractor. If such expense and damages shall exceed the unpaid balance, the Contractor and its Surety and each thereof shall be jointly and severally liable therefore to Kitsap Transit and shall pay the difference to Kitsap Transit.
- C) Notwithstanding the foregoing, Kitsap Transit, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.27 CLAIMS

- A) A "claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.
- B) **Notice of Intent to Claim:** It is an express condition of the Contractor's right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written "Notice of Intent to Claim" to Kitsap Transit within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of Kitsap

Transit, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written "Notice of Intent to Claim" shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) the Contractor's plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim.

- C) Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against Kitsap Transit.
- D) **Written Claim:** Within ten (10) calendar days of Kitsap Transit's receipt of the written Notice of Intent to Claim, the Contractor shall provide Kitsap Transit, at a minimum, the following details:
 - 1) The date and a detailed description of the event giving rise to the Claim;
 - 2) A detailed statement of the nature of all impacts to the Contractor and all others, if any, affected by the Claim event;
 - 3) A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
 - 4) A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by the Contractor;
 - 5) A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
 - 6) A statement of all provisions of the Contract Documents upon which the Claim is based.
- E) The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. Kitsap Transit will continue to make proper payments for Work items that are undisputed and in accordance with the Contract.
- F) The Contractor and Kitsap Transit acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by the Contractor (and those for whom the Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.
- G) **Time and Schedule:** If the Contractor claims entitlement to an extension of time to complete the Project, it shall be the Contractor's responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress Schedule reflecting the effects of the delay and Bids to minimize these effects. If no Progress Schedule has been submitted to Kitsap Transit reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.
- H) **Additional Records and Audit:** The Contractor shall be responsible to furnish, when requested by Kitsap Transit, such further information and details as may be required to determine the facts or contentions involved in said Claim. The Contractor agrees to give Kitsap Transit access to account books, records or other materials relating to the Work and shall

cause its Subcontractors to do the same so that Kitsap Transit can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.

- I) **Review Timeframe:** Kitsap Transit shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such Claim. When Kitsap Transit has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. Should the Contractor not be satisfied with Kitsap Transit's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. The Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

3.28 AUDIT OF RECORDS

- A) Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of Kitsap Transit during the Contract Time and for a period of not less than three (3) years after the date of Final Acceptance or Contract termination, and the Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of Kitsap Transit on the same terms and conditions as the records of the Contractor.
- B) Kitsap Transit shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than ninety(90) days after Final Acceptance, the Contractor will be given reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against Kitsap Transit for the Work described herein unless the Contractor makes available to Kitsap Transit all records to be maintained in accordance with this subparagraph.

END OF SECTION 3

INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NUMBER: KT XX-XXX

TITLE: {Title}

TERM: 12:01 a.m. PDT on Month Date, 20__ through 11:59 p.m. PDT on Month Date, 20__.

PARTIES: KITSAP TRANSIT

60 Washington Ave., Ste 200, Bremerton, WA 98337
Phone: 360-824-4941 / Fax: 360-377-7086

Contacts: , Project Manager –
, Payments & Invoicing –

CONSTRUCTION COMPANY (CONTRACTOR)

Address: _____
Phone: _____ / Fax: _____

THIS AGREEMENT is made and entered into this ____ day of Month, 20__ by and between the KITSAP TRANSIT SYSTEM, a Washington municipal corporation, hereinafter called "KITSAP TRANSIT", _____, hereinafter called the "CONTRACTOR".

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

- 1. Contract Documents: This Agreement; the Bid Documents for IFB # KT XX-XXX in its entirety, including the Plans, Appendices and any Attachments; Contractor's submitted Bid and any supplemental items, as accepted by Kitsap Transit; All Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
2. Performance: The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, Work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by Kitsap Transit.
3. Time of Performance: The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within NUMBER (XX) Working Days of said Notice.
4. Rate of Payment Shall Not Exceed \$ as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted pursuant to ARTICLE 6.00 hereunder and elsewhere in the Contract Documents. Kitsap Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein.

ARTICLE 1.00 ADDITIONS OR DELETIONS

Kitsap Transit reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Bid, and will be evidenced by issuance of a written Contract Amendment issued by Kitsap Transit in accordance with ARTICLE 6.00 below.

ARTICLE 2.00 ASSIGNMENT

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Kitsap Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Kitsap Transit. In the event consent is given by Kitsap Transit to permit subletting, no such consent shall be construed as making Kitsap Transit a party to such Subcontractor or assignee, or of subjecting Kitsap Transit to liability of any kind whatsoever, to any Subcontractor. No Subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Kitsap Transit shall be made through the Contractor.

ARTICLE 3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 3.01 General Requirement:** The Contractor will at all times, at its sole cost and expense, comply with all applicable Federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the Work and services under this Contract.
- 3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Kitsap Transit can enter into a Contract with an out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at corps@sos.wa.gov.
- 3.03 Licenses, Permits and Similar Authorizations:** The Contractor, at no expense to Kitsap Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify Kitsap Transit immediately of such condition in writing.
- 3.04 Taxes:** If applicable, the Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and Kitsap Transit agrees to furnish the Contractor with an exemption certificate where appropriate.

3.05 Wage and Hours Laws: The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save Kitsap Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

ARTICLE 4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

4.01 Kitsap Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential Contractor, Subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Kitsap Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).

4.02 Current and Former Employees: No current or former employee of Kitsap Transit and their immediate family members, or agents, officers, and board members of Kitsap Transit, may Contract with, influence, advocate, advise, or consult with a third party about a Kitsap Transit transaction, or assist with preparation of Bids submitted to Kitsap Transit while employed by Kitsap Transit or after leaving Kitsap Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Kitsap Transit employee. It is unethical for any Kitsap Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Kitsap Transit employee, the employee of any person contracting with Kitsap Transit.

4.03 Organizational Conflicts of Interest: An organizational conflict of interest is a situation in which, because of other activities, relationships, or Contracts, a Contractor or Subcontractor is unable, or potentially unable, to render impartial assistance or advice to Kitsap Transit; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Kitsap Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Kitsap Transit may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

ARTICLE 5.00 CONFLICT AND SEVERABILITY

5.01 In the event of conflict between the Bid Documents and the terms and conditions of the Contract, Kitsap Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.

5.02 In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

ARTICLE 6.00 CONTRACT MODIFICATIONS

6.01 No alterations or variances of any of the terms, conditions, delivery, price, quantities, or Specifications of this Contract shall be effective without written consent of Kitsap Transit. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either Kitsap Transit or the Contractor may initiate a Change Request. If

any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without invalidating any other portion of the Contract. Prior to becoming a Contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Kitsap Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Kitsap Transit.

- 6.02** The Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to Kitsap Transit which states the general nature and monetary extent of the claim. Kitsap Transit may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If Kitsap Transit requests a change, the Contractor shall submit to Kitsap Transit, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the Work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by the Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before the Contractor gives written notice.
- 6.03** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (ARTICLE 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE 7.00 DELIVERY

All Work or services must be made at the applicable project site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by Kitsap Transit of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude Kitsap Transit from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

ARTICLE 8.00 DETERMINATION OF RESPONSIBILITY

Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, Kitsap Transit reserves the right to modify its initial determination of responsibility at the time of Award and take other action as determined appropriate, including but not limited to termination of the Contract.

ARTICLE 9.00 DEVIATION FROM CONTRACT

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Kitsap Transit.

ARTICLE 10.00 DISPUTES

- 10.01 Decision of the Executive Director:** Except for Bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Kitsap Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the

date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal in court of Kitsap County. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any adverse decision had been received. The Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

10.02 Performance During Dispute: Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

10.03 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kitsap Transit or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Kitsap Transit and the Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Kitsap County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Kitsap County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

10.04 This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 11.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

11.01 Force Majeure Definition: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.

11.02 The following shall be in effect during major emergencies or disasters:

- The Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.
- The Contractor and Kitsap Transit agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.
- In the event the Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist Kitsap Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

11.03 Notification: If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

11.04 Rights Reserved: Kitsap Transit reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and the Contractor shall have no recourse against Kitsap Transit.

ARTICLE 12.00 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

ARTICLE 13.00 ENGLISH LANGUAGE

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

ARTICLE 14.00 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any Federal, State or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

ARTICLE 15.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the maximum extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless Kitsap Transit, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing Work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of Kitsap Transit, its officers, employees and agents, and the Contractor, or its employees and agents, this provision shall be valid and enforceable only to the extent of the Contractor's negligence; and provided further, that nothing herein shall require the Contractor to hold harmless or defend Kitsap Transit, its officers, employees and agents from any claims arising from the sole negligence of Kitsap Transit, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of Kitsap Transit's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. The Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him/her or his/her employees against Kitsap Transit for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with Kitsap Transit. Kitsap Transit will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed

information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

ARTICLE 16.00 INSPECTION AND REJECTION

16.01 Kitsap Transit's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Kitsap Transit will promptly notify the Contractor thereof. If there are defects detected post-delivery, Kitsap Transit will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, the Contractor shall provide Kitsap Transit with a detailed written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. Without limiting any other rights, Kitsap Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund Kitsap Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Kitsap Transit rejects the Contractor's written plan, the Contractor may be determined to be in material default of the Contract.

16.02 This procedure to remedy defects is not intended to limit or preclude any other remedies available to Kitsap Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 17.00 INSURANCE REQUIREMENTS

17.01 The Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect Kitsap Transit against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Kitsap Transit harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Kitsap Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.

17.02 Additional Insured Endorsement: Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting Agency": **"KITSAP TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT # KT XX-XXX"**.

Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured. The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control. No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits. The

Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

- 17.03 Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also name Kitsap Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Kitsap Transit. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.
- 17.04 Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- 17.05 Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to Kitsap Transit within one (1) business day of the Contractor's receipt of such notice.
- 17.06 Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of Kitsap Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Kitsap Transit, its officers, agents, and employees, the Contractor shall pay the same.
- 17.07 Failure of Coverage:** The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which Kitsap Transit may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Kitsap Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Kitsap Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Kitsap Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to Kitsap Transit shall enable Kitsap Transit to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".
- 17.08 Rights of Subrogation:** Kitsap Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with Kitsap Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Kitsap Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to Kitsap Transit under the provisions of this subpart.

ARTICLE 18.00 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Kitsap Transit to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

ARTICLE 19.00 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract Work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Kitsap County in the State of Washington.

ARTICLE 20.00 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by the Contractor shall be free of all liens, claims, or encumbrances of any kind.

ARTICLE 21.00 NON-DISCRIMINATION

21.01 Kitsap Transit is an Equal Opportunity Employer. With respect to performance under this Contract, the Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. The Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

21.02 In all solicitations made by the Contractor for Work to be performed under subcontract, including procurements of goods or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, Kitsap Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Kitsap Transit may bar the Contractor from performing any services for Kitsap Transit now, or in the future, unless a showing is made satisfactorily to Kitsap Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

ARTICLE 22.00 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of Kitsap Transit. All such documents, products and materials shall be forwarded to Kitsap Transit at its request and may be used by Kitsap Transit as it sees fit. The Contractor shall preserve the confidentiality of all Kitsap Transit documents and data accessed for use in the Contractor's Work product.

ARTICLE 23.00 PAYMENT

23.01 All payments under this Contract are considered reimbursement for goods delivered and services rendered. **Pre-payments are not permitted.** If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work prior to any

Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.

- 23.02 Payment:** Except for retainage, payment will be made by Kitsap Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by the Kitsap Transit Project Manager, *providing* a Labor and Industries approved “Statement of Intent to Pay Prevailing Wages” is received by Kitsap Transit for the Contractor and every Subcontractor who performed under the Contract *and* Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- 23.03 Prompt Payment of Subcontractors:** The Contractor, as the Prime Contractor, is required to make payment to Subcontractors within thirty (30) days from the receipt of each payment it receives from Kitsap Transit for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within thirty (30) days after the Subcontractor’s Work is satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors’ Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to Kitsap Transit showing inclusion of these provisions, especially the Federal clauses. Kitsap Transit may withhold the applicable sum due a Subcontractor for non-compliance with this Section.
- 23.04 Approval of Invoices:** Prior to approval of payment, the Kitsap Transit Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor’s prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.
- 23.05 Pay Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.
- 23.06 Invoices shall be submitted to:** Kitsap Transit, Accounts Payable, 60 Washington Ave., Suite 200, Bremerton, WA 98337 for all transactions made during a calendar month by the 5th day of the following month.
- 23.07 Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.
- 23.08 Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Kitsap Transit, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Kitsap Transit’s right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit and shall in no way lessen the liability of the

Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

ARTICLE 24.00 PERFORMANCE STANDARDS

- 24.01** The word *service(s)*, as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. The Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 24.02** If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator.
- 24.03** In the case of an emergency where Kitsap Transit believes delay could cause serious injury, loss or damage, Kitsap Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and Kitsap Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.
- 24.04** **Non-Performance of Services:** If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, Kitsap Transit shall give written notice to the Contractor and request that the Work be performed again in conformity with the Contract. The Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the Kitsap Transit Project Manager, or designee, and at no additional cost to Kitsap Transit.
- 24.05** If the Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Kitsap Transit reserves the right to dispatch a third party Contractor, or use Force Account through use of Kitsap Transit employees at a rate equal to the employee's hourly rate plus administrative costs, to perform or otherwise resolve any unacceptable Work or scope of service. The Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third party Contractor or Kitsap Transit personnel. Kitsap Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 24.06** After the first occurrence of any non-performance, Kitsap Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Kitsap Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 24.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for Kitsap Transit

Contracts may be rejected without consideration. Kitsap Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 25.00 PROPERTY LIABILITY

Unless otherwise provided for, the Contractor assumes the risk of, and shall be responsible for, any loss or damage to Kitsap Transit furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from the Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. The Contractor shall bear no liability for any negligent acts or abuse of property by Kitsap Transit.

ARTICLE 26.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- 26.01** The Contractor is, and shall be considered at all times during the term of this Contract, an independent Contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Kitsap Transit under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- 26.02** The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet Kitsap Transit's approval and shall be subject to Kitsap Transit's general rights of inspection and review to secure the satisfactory completion thereof.
- 26.03** Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- 26.04** The Contractor shall indemnify and hold harmless Kitsap Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.
- 26.05** Upon Contract execution ("Effective Date"), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

ARTICLE 27.00 REPRESENTATIVES

- 27.01** **Kitsap Transit Representatives.** The Contracts Administrator is Kitsap Transit's designated representative for Contract compliance. Kitsap Transit's Project Manager is the designated primary representative for performance compliance. Both are listed on the front page of this Contract. The Engineer is the designated A&E Consultant ("Engineer") performing Construction Management and secondary Project Management on behalf of Kitsap Transit. Kitsap Transit designates Company's Name, Full Name, P.E. as its Resident Engineer.

27.02 Contractor Representative. The Contractor shall appoint a representative as the Contract liaison agent through whom Kitsap Transit will communicate with the Contractor. The Contractor shall respond to all written communications from Kitsap Transit representatives within seven (7) calendar days from receipt.

27.03 Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

ARTICLE 28.00 RISK OF LOSS AND TITLE

Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

ARTICLE 29.00 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. The Contractor agrees to provide copies of any notices given Kitsap Transit to such other persons or entities as Kitsap Transit may require from time to time.

ARTICLE 30.00 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 31.00 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by Kitsap Transit, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part, shall be used at the risk and responsibility of the Contractor and Kitsap Transit shall assume no responsibility therefore.

ARTICLE 32.00 SUPERVISION AND COORDINATION

The Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by Kitsap Transit to the representative or shall be binding on the Contractor.

ARTICLE 33.00 SUSPENSION OF CONTRACT

Kitsap Transit may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Kitsap Transit will not be liable for any additional travel costs incurred by the Contractor while the Work is suspended. The Contractor shall resume performance within fifteen (15) calendar days of written notice from Kitsap Transit.

ARTICLE 34.00 TERMINATION

34.01 Termination for Convenience. Kitsap Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Kitsap Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Kitsap Transit, the Contractor shall

immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to Kitsap Transit, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same, and dispose of it in the manner Kitsap Transit directs.

34.02 Termination for Default. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, Kitsap Transit may terminate this Contract for default. Termination shall be effected by Kitsap Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, Kitsap Transit may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor and its Sureties shall be liable for any damage to Kitsap Transit resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by Kitsap Transit in completing the Work. The Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to Kitsap Transit caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same and dispose of it in the manner Kitsap Transit directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Kitsap Transit, acts of another Contractor in the performance of a Contract with Kitsap Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies Kitsap Transit in writing of the causes of delay. If in the judgment of Kitsap Transit the delay is excusable, the time for completing the Work shall be extended. The judgment of Kitsap Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Kitsap Transit.

34.03 Opportunity to Cure. Kitsap Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Kitsap Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from Kitsap Transit setting forth the nature of said breach or default, Kitsap Transit shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Kitsap Transit from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

34.04 Waiver of Remedies for any Breach. In the event that Kitsap Transit elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Kitsap Transit shall not limit Kitsap Transit 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 35.00 WAIVER OF RIGHTS BY KITSAP TRANSIT

Kitsap Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Kitsap Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

ARTICLE 36.00 WARRANTY OF TITLE

36.01 The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by Kitsap Transit towards the value of materials delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit. Title to all such materials shall become the property of Kitsap Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit, whichever occurs earlier.

36.02 No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of Kitsap Transit.

36.03 The provisions of this Article shall be inserted or referenced in, or otherwise made a part of all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

END OF SECTION 4

Use this form to clarify the meaning of items in the Bid Documents or to request changes/substitutions.

EMAIL: Patrickr@Kitsaptransit.com ATTN: Patrick Rogers, Procurement Coordinator

Company Name: _____

Fax: _____ Phone: _____ E-mail: _____

In the space below, first state the Document Reference (section, part, subpart, page, etc. to which you are referring) followed by your questions, requests for information, clarification, approved alternates (substitutions), etc. Attach additional copies of this form if necessary.

Submitted By: _____ Signature _____ Date

.....
Kitsap Transit Response:

Written response to questions attached/faxed to _____ on _____
Bidder's Request → Approved: _____ Denied: _____ Question(s) answered: _____

Kitsap Transit Comments:

****Optional Use Form****

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

Dunns Registration Number: _____

PART 3 – RECEIPT OF ADDENDA

3.1 FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.

3.2 Receipt of the following Addenda is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included this Bid;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Kitsap Transit Board of Directors.
- ❖ That the submitted Bid will become part of the public record.

4.2 I/WE GUARANTEE to complete the Work within the negotiated time frame after issuance of the Notice to Proceed, should I/We be the successful Bidder.

Authorized Signature

Date

Printed Name & Title: _____

Company Name: _____

PART 5: Schedule of Values:

Having carefully examined all documents for this Project, as well as the site of the Work, and the availability of materials and labor we, the above signed Bidder, propose to perform all Work identified herein in strict compliance with the Specifications, Plans, terms and conditions contained within the Contract Documents for the amounts set forth below:

Kitsap Transit KT 21-739- M/V Solano Refurbishment Project

Specification #	Description	Unit	Price
0	Drydocking and Services	Lump Sum	\$
100.1	Vessel Hailing Port Removal	Lump Sum	\$
111.1	Hull Repairs	Lump Sum	\$
114.1	Guard Rails	Lump Sum	\$
123.1	Sewage Tank Repairs	Lump Sum	\$
123.2	Potable Water Tank Repairs	Lump Sum	\$
123.3	Tank Open and Inspect	Lump Sum	\$
131.1	Engine Removal Hatch Inserts	Lump Sum	\$
160.1	Bow Loading Design and Installation	Lump Sum	\$
233.1	Main Engines Overhaul	Lump Sum	\$
241.1	Reduction Gear Open and Inspect	Lump Sum	\$
243.1	Propulsion System Alignment	Lump Sum	\$
251.1	Main Engine Intakes- Clean and Inspect	Lump Sum	\$
252.1	Main Engine Control Systems Update	Lump Sum	\$
256.1	Engine Cooling Water Systems- Replace Aluminum Piping	Lump Sum	\$
259.1	Engine Exhaust Systems- Replace Exhaust Hangers	Lump Sum	\$
300.1	Cathodic Protection System	Lump Sum	\$
302.1	Electric Motors	Lump Sum	\$
311.1	Generators Overhaul	Lump Sum	\$
311.2	Shore Power Connection	Lump Sum	\$
324.1	Power Distribution System	Lump Sum	\$
342.1	Generator Cooling Water Systems	Lump Sum	\$
342.2	Generator Exhaust Systems- Hangers	Lump Sum	\$
422.1	Navigation Lights	Lump Sum	\$
423.1	Navigation System	Lump Sum	\$
423.2	Searchlight	Lump Sum	\$
424.1	Fathometer	Lump Sum	\$
433.1	Interior Communication System	Lump Sum	\$
436.1	Door Hold Back System	Lump Sum	\$
436.2	General Alarm System	Lump Sum	\$
437.1	Weather Station	Lump Sum	\$
439.1	CCTV	Lump Sum	\$

439.2	FLIR	Lump Sum	\$
440.1	Exterior Communications	Lump Sum	\$
443.1	Ships Whistle	Lump Sum	\$
506.1	Vents	Lump Sum	\$
508.1	Insulation, Piping	Lump Sum	\$
520.1	Hull Valves	Lump Sum	\$
529.1	Bilge and Ballast System	Lump Sum	\$
530.1	Potable Water System	Lump Sum	\$
555.1	Fire Suppression System	Lump Sum	\$
555.2	Fire Extinguishers	Lump Sum	\$
555.3	Firemain System	Lump Sum	\$
581.1	Anchor and Chain	Lump Sum	\$
583.1	Life Raft Certifications	Lump Sum	\$
583.2	Fire and Safety Plan	Lump Sum	\$
584.1	Exterior Doors	Lump Sum	\$
584.2	Interior Doors	Lump Sum	\$
584.3	Removal Hatches	Lump Sum	\$
593.1	Black and Grey Water System	Lump Sum	\$
601.1	Passenger Seating	Lump Sum	\$
601.2	ADA Seating	Lump Sum	\$
602.1	Labels and Markings	Lump Sum	\$
603.1	Hull Markings	Lump Sum	\$
611.1	Bike Storage Modification	Lump Sum	\$
612.1	Aft Upper Deck Railing Panels	Lump Sum	\$
621.1	Joiner Paneling	Lump Sum	\$
625.1	Superstructure Windows	Lump Sum	\$
625.2	Window Washer System	Lump Sum	\$
631.1	Paint and Coatings	Lump Sum	\$
631.2	Graphics	Lump Sum	\$
631.3	Vessel Nameboards	Lump Sum	\$
633.1	Cathodic Protection, Anodes	Lump Sum	\$
634.1	Replace Carpeting	Lump Sum	\$
635.1	Insulation	Lump Sum	\$
637.1	Ceiling Tiles	Lump Sum	\$
650.1	Food Service Area Conversion	Lump Sum	\$
699.1	Bridge Wing Control Cover	Lump Sum	\$
982.1	Dock Trials and Sea Trials	Lump Sum	\$
	Total for Base Bid		\$
Optional Work			
410.1	Pilot House Full Redesign		\$
410.2	Pilot House Center Console Design		\$
410.3	Pilot House Modification		\$
436.3	Replace Fire Alarm System Alarm Panel		\$

436.4	Replace Fire Alarm System		\$
514.2	Replace HVAC System		\$
	Total for Optional Work		\$
	Total of Base Bid and Optional Work		\$

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Kitsap Transit may require.
2. No officer, employee, Board member, agent of Kitsap Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated

by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

Authorized Signature

Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public in and for the State of _____, residing in _____

Signature: _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

KNOW ALL MEN BY THESE PRESENTS, That we,

_____,
as PRINCIPAL and _____,
a corporation duly organized under the laws of the State of _____, and authorized
to do business in the State of Washington, as SURETY, are held and firmly bound unto the KITSAP
TRANSIT SYSTEM, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of
the Bid Proposal of said PRINCIPAL for the Work hereinafter described, for the payment of which, well
and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and
assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed
Proposal for the following construction, to wit:

M/V SOLANO REFURBISHMENT PROJECT # KT 21-739

said Bid and Proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Proposal Bid by the PRINCIPAL be accepted, and the Contract be
awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said
Contract and shall furnish bonds as required by the OBLIGEE within a period of twenty (20) days from
and after said Award, exclusive of the day of such Award, then this bond shall be null and void, otherwise
it shall remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a Bid for
the above named project, is awarded the Contract and fails to provide bonds acceptable to the
OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed
and sealed this _____ day of _____, 20__

By _____
Principal

By _____
Surety

Contractor Name

**** THIS FORM MUST BE SUBMITTED WITH YOUR BID ****

Subcontractor List (To be SIGNED and submitted with the BID)

Prepared in Compliance with RCW 39.30.060 as amended.

If no Subcontractor is listed below, the Proposer acknowledges that it does not intend to use any Subcontractor to perform items **of Work over 10% of project cost.**

Subcontractor Name: _____

Work to be
Performed: _____

Subcontractor Name: _____

Work to be
Performed: _____

Subcontractor Name: _____

Work to be
Performed: _____

Signature: _____

KITSAP TRANSIT

INVITATION FOR BIDS # KT 21-739

FOR

M/V SOLANO REFURBISHMENT PROJECT

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

Kitsap Transit is seeking bids from qualified sources to provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the solicitation. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work. All Work shall comply with all local, state, federal, regulations and industry standards; all of which are incorporated herein by reference as if they were written in their entirety.

Scope of Work:

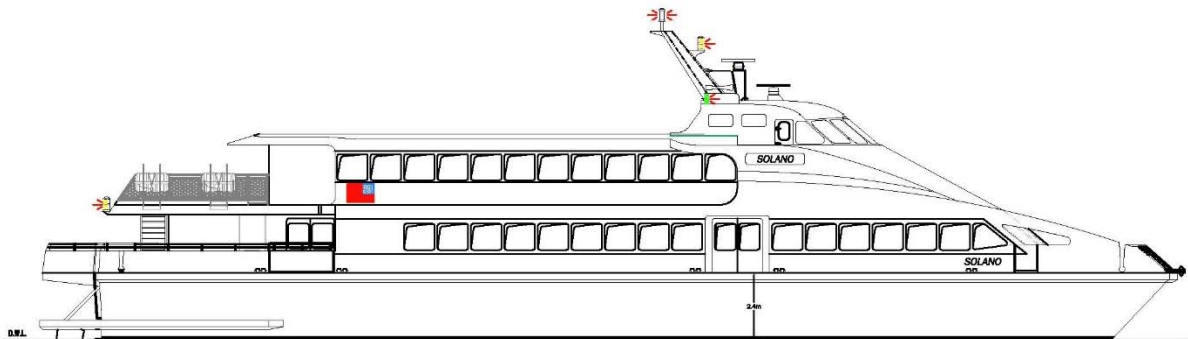
See Specifications Below



SPECIFICATIONS FOR THE FY22 MID-LIFE OVERHAUL OF M/V SOLANO

Issue Date: October 2021

Rev: 3



Kitsap Transit

60 Washington Avenue, Suite 200

Bremerton, WA 98337

0 - GENERAL INFORMATION & REQUIREMENTS

The following sections provide general information and requirements to be met under this Contract:

- 0.1 General Scope of Services
- 0.2 Vessel Characteristics (Existing)
- 0.3 Abbreviations
- 0.4 Expanded Definitions
- 0.5 Project Management
- 0.6 Contractor's Engineering Support
- 0.7 General Administration Requirements
- 0.8 Contract and Guidance Drawings and Documents
- 0.9 Classification, Government Regulation, and Other Requirements
- 0.10 Materials and Workmanship
- 0.11 Inspections
- 0.12 Final Survey
- 0.13 Contractor's Obligation
- 0.14 Hull and Structure Protection
- 0.15 Buy America

0.1 GENERAL SCOPE OF SERVICES

0.1.1 GENERAL SCOPE

These specifications provide for the mid-life drydocking and refurbishment of the MV SOLANO. The CONTR shall perform all work and inspections defined within these specifications.

Tasks described within these specifications include but are not limited to:

- Drydocking and undocking of the MV SOLANO
- Removal and replacement of all anodes
- Removal of all exterior coatings to bare metal
- Removal of all deck coatings to bare metal
- Renewal of all paint, coatings and non-skid in Kitsap Transit color scheme
- Removal, refurbishment and reinstallation of vessel nameboards
- Thickness gauging survey of full hull
- Design, obtain USCG approval and install a bow loading area
- Design, obtain USCG approval and replace the machinery space CO2 system with a Novec 1230 system (one system per hull)
- Removal of two (2) MTU main engines for overhaul by MTU approved shop
- Dyno of spare MTU main engine
- Reinstallation of two (2) MTU main engines
- Removal of two (2) John Deere gensets for overhaul by John Deere approved shop

- Load test of spare John Deere genset
- Reinstallation of two (2) John Deere gensets
- Open, inspect and provide condition found report of two (2) ZF reduction gears
- Overhaul of two (2) Hamilton Jet propulsion units by Hamilton Jet approved shop. Removal is at the option of the CONTR
- Realignment of MTU main engines with Hamilton Jet propulsion units
- Removal of all hull valves. Replacement of all hull valves 3” and below. Clean, inspect, repair, reassemble and obtain USCG approval for reinstallation of valves above 3”.
- Remove, refurbish, reinstall and reseal four (4) deck soft patches.
- Remove appliances in small galley and re-outfit as a crew area.
- Replace all non-booth interior seats with fleet standard seating.
- Refurbish booth seating cushions and upholstery
- Replace all exterior seats with fleet standard seating.
- Inspect and provide condition found report of all interior joiner panels. Replace panels as agreed to by OWNER.
- Add ADA wheelchair tie-down locations to comply with ADA standards. Refurbish existing tie-down location
- Remove and replace all carpeting on the Main Deck and Upper Deck.
- Remove, clean mating surfaces, refurbish, reinstall and reseal all exterior windows.
- Replace security cameras to match fleet standard (Avigilon).
- Replace bridge electronics.
- Replace two (2) bridge helm seats.
- Design, obtain USCG approval and install magnetic door hold-back and release system for four (4) existing side loading double-doors and new bow doors associated with bow loading area (either 2 x single doors or 1 x double-door).
- Design layout and install racks for a total of twenty-five (25) bikes (Add fifteen (15) new bike rack positions).
- Remove existing aluminum pipe in the seawater cooling system and replace with CuNi.
- Remove existing stainless steel pipe in potable water system and replace in kind.
- Remove existing aluminum pipe in black and gray water systems and replace with CPVC.
- Repair/replace valve in firemain system and replace deteriorated galvanized steel piping in kind.
- Remove existing aluminum pipe in the bilge and ballast system and replace with CuNi.
- USCG credited drydocking, inspections and various approvals related to the planned scope of work.

OWNER will deliver the vessel to the CONTR’s facility, if in the Puget Sound region, on the agreed start of the overhaul. At the conclusion of the contract, the vessel shall be delivered back to the OWNER with all systems tested, inspected and fully operational at the CONTR’s facility.

0.1.2 PERFORMANCE PERIOD

The period of performance will be negotiated with the successful bidder. See paragraph 0.5.1 for schedule requirements during the proposal.

0.2 VESSEL CHARACTERISTICS (EXISTING)

Length, Overall	135.4 ft
Length, Waterline	118.8 ft
Beam, Overall	39.36 ft
Beam, Molded	37.72 ft
Demi-Hull Beam	9.84 ft
Draft, Maximum	4.92 ft
Displacement (loaded)	141.53 metric tons
Plating	5083-H116 or 5083-H321
Extrusions	6061-T6 or 6082-T6
Frame Spacing	1200 mm
Main Propulsion Engines	2x MTU 16V4000
Main Propulsion Gearboxes	2x ZF 7550
Jet Drives	2x Hamilton Jet HM 811
Generators	2x John Deere 130kW, 208VAC, 60Hz, 3ph
Fuel Oil Capacity	6,600 US gallons
Fresh Water	500 US gallons
Waste Water	500 US gallons
Classification	USCG Subchapter K
Passenger Capacity	320
Crew	One Captain and three (3) deckhands

0.3 ABBREVIATIONS

ABS	American Bureau of Shipping
ADA	Americans with Disabilities Act
ASTM	American Society for Testing and Materials
BOM	Bill of Materials
CFR	Code of Federal Regulations
COI	Certificate of Inspection
CONTR	Contracting Shipyard
DFT	Dry Film Thickness
HVAC	Heating, Ventilation, and Air Conditioning
IWO	In Way of
MSC	Marine Safety Center, USCG
OCMI	Officer in Charge of Marine Inspections
OEM	Original Equipment Manufacturer
OF	Owner Furnished
OR	Owner's Representative
OWNER	Kitsap Transit and employees thereof
POC	Point of Contact
QA	Quality Assurance
SAE	Society of Automotive Engineers
SFP	Structural Fire Protection
SST	Stainless Steel
SWBS	Ship Work Breakdown Structure

TECH REP Technical Representative
USCG United States Coast Guard

0.4 EXPANDED DEFINITIONS

0.4.1 OWNER FURNISHED

All equipment herein specified as OWNER FURNISHED (OF) is to be installed by the CONTR in such condition that it is completely serviceable under normal conditions of vessel operations. Such installations are to adhere to all applicable specifications, Contract Drawings, requirements of the OEM and the OEM's TECH REPs, and to be to the satisfaction of the OR. CONTR shall be responsible for installation of OF equipment including, but not limited to, the following:

1. Labor and materials for assembly.
2. Labor and materials for positioning and proper securing.
3. Labor and materials for connection of piping, wiring, etc.
4. Labor and materials for operational testing.

All equipment, which is not herein specified as either OF or EXISTING shall be provided and installed as detailed above by the CONTR.

The OWNER shall provide delivery of OF equipment to the CONTR at the time of vessel delivery to CONTR's facility.

0.4.2 PROVIDE AND INSTALL

The Specification term "Provide and Install" indicates that the piece of equipment or system shall be purchased by the CONTR and installed on the vessel in working condition. If cable is required to bring power to a light that is to be "provided and installed," that cable shall be provided and installed as part and parcel of the light installation. If a kick-pipe is required, that kick-pipe shall be part of the installation.

0.4.3 QUALITY ASSURANCE

Inspections by the OR are for verifying the CONTR's Quality Assurance Program. OR inspections are not to be used as a substitute for in-process control of quality by the CONTR.

OR approval of work accomplished, or drawings developed by the CONTR does not release the CONTR from their responsibility to perform quality work and achieve a satisfactory installation.

0.4.4 IN-PROGRESS SUBSTITUTIONS

It is the intent of these Specifications that all equipment shall be provided as specified herein. Substitutions may be considered on a "case by case" basis upon timely written notice from the CONTR to the OR. Such written notice shall include written documentation that the equipment and/or components proposed qualify as equal to those specified and that spare parts and service for them are readily available. The OWNER or CONTR is under no obligation to accept

substitutions by either party of any materials or equipment unless this written process is adhered to and both have signed off in agreement.

0.4.5 SUBSTITUTION CHECK LIST

The following list may be used as a guide for parameters to consider when bidding substitutions or proposing in progress substitutions:

- Regulatory Body approval
- Buy America compliance
- Dimensional characteristics
- Functional characteristics
- Conformance to salient features
- Electrical characteristics
- Weight
- Materials of Construction (high quality marine grade)
- Quality of fabrication, welding, and construction details
- Constructed to recognized standards (UL, IEEE, ANSI, ASTM, etc.)
- Safety features
- Conformity with OWNER fleet, Standardization of equipment

0.4.6 CONFLICTS - SPECIFICATIONS/DRAWINGS

Where Specifications and Drawings are not in agreement, it is the responsibility of the CONTR to notify the OR in writing that such a disagreement does exist and request resolution of same. Generally, the Specifications are to be considered senior to the Drawings; however, there may be instances where, at the OR's direction, this priority may be reversed. Written notification, therefore, is required.

0.4.7 ERRORS/OMISSIONS/CHANGE ORDERS

If there are found to be errors or omissions in these Specifications or in the accompanying Drawings that would have an adverse effect upon the completion of this contract and/or delivery to the OWNER of a vessel that is complete, functional, and seaworthy, the CONTR shall call attention to such errors or omissions during the bidding Q&A process.

Minor design errors or omissions shall be addressed by the CONTR in the normal course of the contract performance and in compliance with the Contract requirements to deliver to the Owner a seaworthy, fully operational vessel which can immediately enter its intended commercial service at the conclusion of the Contract.

Major design errors, omissions, or modifications shall be resolved by Change Orders. Change Orders must be submitted in writing and may be initiated by the CONTR or the OR.

A Request for Change Order may be generated either by the CONTR or by the OR and shall be submitted in writing to the other party. This request shall clearly state the scope of work and the reason for the Change Order. A Request for a Change Order generated by the CONTR shall also

state any effect this change will have on the Contract Schedule or other elements of the contract work progress and the entire cost of the Change Order and shall include a breakdown of supply cost, profit margin and man-hours necessary to complete the work. The receiving party shall provide a written response to the issuing party in a reasonable period of time (generally within 48 hours). A Change Order may be negotiated; and, if agreed to, both parties shall sign off on the Change as negotiated.

It shall be clearly understood that it is the CONTR's responsibility to accurately assess all the direct and indirect costs of ALL change orders whether generated by the CONTR or the OR. A Change Order signed by both parties becomes a part of the Contract and subject to the full extent of the Contract language. When the CONTR signs a Change Order to provide the requirements of a Change Order, it is incumbent upon the CONTR to perform such services, provide such equipment, etc. as delineated by the Change Order and for the cost quoted and agreed to in the Change Order. Any affect that a Change Order has upon the performance of the Contract must be clearly stated in writing and signed off by both parties prior to the commencement of Change Order work.

0.5 PROJECT MANAGEMENT

0.5.1 SCHEDULE

The CONTR shall provide the OR with a complete project schedule. This Schedule shall be maintained by the CONTR's Project Manager and submitted to the OR weekly.

0.5.2 PROGRESS REVIEW MEETINGS

The CONTR and OR shall hold progress review meetings every week. Meetings shall be held at CONTR facility, virtually, or such other location as approved by both parties. Meetings will commence no later than two (2) weeks after delivery of the vessel to the CONTR facility. The purpose of the meetings is to discuss, report, and resolve problems relative to progress, anticipated delays, cost experience in relation to budget and projected end costs, staffing, schedules, receipt of OF items (if any), CONTR furnished material, production problems (including Subcontractor problems), and other related matters.

0.6 CONTRACTOR'S ENGINEERING SUPPORT

0.6.1 PRODUCTION ENGINEERING

The CONTR is responsible to provide competent and professional construction engineering and design support to complete the Contract scope of work.

When a CONTR chooses a different "or equal" piece of equipment as allowed by the Contract, following the procedures specified under the Sections 0.4.4 and 0.4.5, the CONTR shall be responsible to revise any and all DWGS associated with the installation of this equipment. All revised or original design and engineering drawings submitted to the OR by CONTR shall be in AutoCAD 2018 and PDF format and to the satisfaction of the OR.

0.6.2 CONSTRUCTION DRAWINGS

It shall be the responsibility of the CONTR to develop and create Construction Drawings. Drawings for construction that require structural analysis shall be stamped by a Professional Engineer and provided to the Owner's Design Agent for approval. If USCG approval of Construction Drawings is required, it shall be the responsibility of the CONTR.

Construction drawings shall include detailed BOMs that will be updated to reflect the as-built condition of the vessel. The BOMs shall include information required by the OWNER to purchase the components to rebuild the subject system.

The CONTR shall submit any Construction drawings created to the OR for review. The OR review does not relieve the CONTR from responsibility to create accurate drawings and structurally sound designs.

Within 30 days of contract award, the CONTR shall designate an individual as the CONTR Engineer/Designer for this Contract and shall notify the OWNER of the individual's contact information. This individual shall serve as the contact person between the OWNER or OWNER's Design Agent(s), and the CONTR in matters of engineering and design until another individual is so designated.

0.7 GENERAL ADMINISTRATION REQUIREMENTS

0.7.1 ACCESS TO YARD/VESSEL

The OR shall be afforded access to the CONTR Shipyard, the OR's office, and the vessel 24 hours a day for the duration of the Contract until such time as the vessel departs the CONTR facility for her home port.

Office facilities and telephone service shall be provided at the CONTR's facilities for one (1) OR. The expenses shall be borne by the CONTR. Office facilities shall have proper ventilation and shall be heated and air conditioned as appropriate. The facilities shall include the following as a minimum:

- 1 Desk & chair
- 2 Side chairs
- 1 Legal size, 4 drawer file cabinet
- 1 Drawing review table at least 3 ft x 6 ft and of standard height
- 1 Dedicated phone line capable of long-distance calls
- 1 High speed internet connection
- 1 Telephone
- 1 Dedicated parking space
- Door locks and keys
- Close access to and use of a laser printer, copier, scanner
- Adequate lighting
- Access to sanitary facilities
- Two accessible electrical outlets.

0.7.2 ACCESS TO DOCUMENTS

The OWNER and/or OR shall have ready access during normal working hours to all documentation concerning the vessel including but not necessarily limited to: Drawings; Specifications; Technical Information; Engineering Calculations; Schedules; Test & Inspection Reports; Relevant Subcontractor Documents; Regulatory Body Reports; Approvals; Recommendations; and the CONTR's Detailed Contract Estimate.

0.7.3 VENDORS/SUBCONTRACTORS LISTING

The CONTR shall provide the OR with a listing of major Vendors and Subcontractors being employed on the contract. The list shall include name; address; telephone and fax numbers; e-mail address; purchase order or contract number; and an equipment or service description. This list will be for the purpose of enabling the OR to effectively communicate with vendors and subcontractors working on the job and to give a baseline for the entry of the vessel as converted into the OR's electronic contact system.

An initial Vendor/Contractor List shall be provided not more than 30 days after contract signing and shall be updated, as required, every 30 days thereafter over the course of the contract. At the OR request, the CONTR will arrange for the OR (at the OR expense) to visit the Vendor's or Subcontractor's facility for the purpose of quality assurance and/or testing.

0.8 REFERENCE DRAWINGS AND DOCUMENTS

0.8.1 REFERENCE DRAWINGS

The Reference Drawings depict the Vessel's arrangements and are provided for the CONTRs use in interpreting the Specifications. It is expected that minor deviations may exist on the actual vessel. In order that the extent of any deviations can be determined prior to the bid opening, the bidders will be afforded an opportunity to inspect the vessel in order that the scope of the necessary work can be reflected in the bid price.

The Reference Drawings shall be made available to potential bidders upon written request. All requests for the Contract Drawings shall be made via email to:

Patrick Rogers PatrickR@KitsapTransit.com

0.8.2 CONSOLIDATED LIST OF REFERENCE DRAWINGS AND DOCUMENTS

This list of Reference Drawings is not necessarily inclusive of all drawings that may show the existing condition of the vessel, modifications, vender equipment details, etc. Reference Drawings identified in individual sections shall be adhered to, regardless of whether or not they appear in this list.

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-259-10	-	Exhaust System A&D
2	TRANSDUCER-SIMRAD IS15	-	Transducer A&D

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
3	8700-506-10	A	Fills, Vents & Sounding Tubes A&D
4	87_HVAC PLAN-A	A	HVAC Diagram
5	8700-521-10	B	Fire, Bilge & Ballast A&D
6	8700-522-10	-	Engine Room Carbon Dioxide System
7	8700-524-10	D	Sea Water Cooling A&D
8	8700-528-10	-	Grey/Black Water Drains A&D
9	8700-533-10	-	Fresh Water System A&D
10	8700-541-10	-	Fuel & Dirty Oil A&D
11	22903-259-01	A	Exhaust System Diagram
12	22903-506-01	B	Fills, Vents & Soundings Diagram
13	22903-513-01	B	Machinery Space Ventilation Diagram
14	22903-521-01	B	Fire, Bilge & Ballast Diagram
15	22903-524-01	B	Sea Water Cooling Diagram
16	22903-528-01	B	Grey and Black Water Diagram
17	22903-533-01	B	Fresh Water Piping Diagram
18	22903-541-01	B	Fuel, Lube & Dirty Oil Diagram
19	22903-583-01	A	Structural Fire Protection
20	DS-1003-3	-	Carbon Dioxide Fire Suppression System
21	0173-020-100	A	Transom
22	0173-020-101	B	Hull Frame 1
23	0173-020-102	A	Hull Frame 2
24	0173-020-103	B	Hull Frame 3
25	0173-020-104	A	Hull Frame 4
26	0173-020-105	B	Hull Frame 5
27	0173-020-106	A	Hull Frame 6
28	0173-020-107	A	Hull Frame 7
29	0173-020-108	B	Hull Frame 8
30	0173-020-109	A	Hull Frame 9
31	0173-020-110	A	Hull Frame 10
32	0173-020-111	B	Hull Frame 11
33	0173-020-112	B	Hull Fuel Half Height Bulkhead12
34	0173-020-113	A	Hull Fuel Tank Wash Bulkhead13
35	0173-020-114	A	Hull Bulkhead 14
36	0173-020-115	A	Hull Frame 15
37	0173-020-116	A	Hull Frame 16
38	0173-020-117	A	Hull Frame 17
39	0173-020-118	A	Hull Bulkhead 18
40	0173-020-119	A	Hull Frame19
41	0173-020-120	A	Hull Frame 20

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
42	0173-020-121	A	Hull Frame 21
43	0173-020-122	A	Hull Frame 22
44	0173-020-123	A	Hull Frame 23
45	0173-020-124	A	Hull Bulkhead 24
46	0173-020-125	A	Hull Frame 25
47	0173-020-126	A	Hull Frame 26
48	0173-020-127	A	Hull Bulkhead 27
49	0173-020-128	-	Hull Frame 28
50	0173-020-129	-	Hull Frame 29
51	0173-020-130	-	Hull Frame 30
52	0173-020-131	-	Hull Frame 31
53	0173-020-200	B	Jet Room Subframes
54	0173-020-203	A	Hull Bulkhead 3 1/2
55	0173-020-204	C	Engine Room Subframes -
56	0173-020-222	-	Bow Floor Plates Bhd 24 to Bhd 29
57	0173-020-227	C	Bow Floor Plates Bhd 27 Forward
58	0173-020-250	A	Jet Room Bottom Brackets
59	0173-020-300	A	Fuel oil tank top
60	0173-021-001	D	Hull Plans: Transom - Bulkhead 18
61	0173-021-002	A	Hull Plans: Bulkhead 18 - Stem
62	0173-021-007	-	Bow Corner Construction
63	0173-021-011	-	Hull Profiles Transom - Bulkhead 18
64	0173-021-012	-	Hull Profiles Bulkhead 18 - Stem
65	0173-021-021	-	Main Deck Plating
66	0173-022-001	D	Aft Hull Structure Bottom Plans
67	0173-022-002	B	Aft Hull Structure Engine Girders
68	0173-022-003	B	Aft Hull Structure Hull CL Profile
69	0173-022-005	-	Skeg
70	0173-022-201	B	Aft Deck Girders
71	0173-022-301	A	Engine Room Sea Chest
72	0173-022-302	-	Engine Room Sea Chest Intake Grid
73	0173-022-311	A	Jet Room Sea Chests
74	0173-022-401	-	Engine Room Hatch
75	0173-022-402	-	Engine Room Hatch Cover
76	0173-022-411	-	Jet Room Hatch
77	0173-022-412	-	Jet Room Hatch Cover
78	0173-022-501	-	Transom Overhang
79	0173-022-503	-	Isometric View - Bhd 10 to Bhd 18
80	0173-023-002	-	Lower Sponson and Waterjet Guard

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
81	0173-031-004	A	Wheelhouse Longitudinal Structure @ Window Posts
82	0173-040-001	-	Aft Hull Lines for HM-811 Waterjet
83	0173-040-005	-	Hull Frames
84	0173-042-001	-	Dry Docking Plan
85	0173-071-001	-	Propulsion System Arrangement
86	8700-010-012	A	Cathodic Protection Arrangement
87	8700-022-006	-	Sullage & Potable Water Tank Details
88	8700-022-166	A	Fwd & Aft Mooring Bitts and Foundations
89	8700-022-403	-	Engine Room Air Outlet Trunk
90	8700-022-403-2	-	Engine Room Air Outlet Trunk sh. 2
91	8700-022-502	-	Forward Mooring Bitt Foundations
92	8700-023-001	-	Sponson
93	8700-030-101	-	Upper Deck Aft Bulwark Details
94	8700-030-102	-	Superstructure Section 2
95	8700-030-104	-	Superstructure Section 4
96	8700-030-105	-	Superstructure Section 5
97	8700-030-106	-	Superstructure Section 6
98	8700-030-107	-	Superstructure Section 7
99	8700-030-108	-	Superstructure Section 8
100	8700-030-109	-	Superstructure Section 9
101	8700-030-110	-	Superstructure Section 10
102	8700-030-111	-	Superstructure Section 11
103	8700-030-112	-	Superstructure Section 12 & 13
104	8700-030-114	-	Superstructure Section 14
105	8700-030-115	-	Superstructure Section 15
106	8700-030-116	-	Superstructure Section 16
107	8700-030-117	-	Superstructure Section 17
108	8700-030-118	-	Superstructure Section 18
109	8700-030-119	-	Superstructure Section 19
110	8700-030-120	-	Superstructure Section 20
111	8700-030-121	-	Superstructure Section 21
112	8700-030-122	-	Superstructure Section 22
113	8700-030-123	-	Superstructure Section 23
114	8700-030-124	-	Superstructure Section 24
115	8700-030-125	-	Superstructure Section 25

0.8.3 CONSOLIDATED LIST OF OWNER-FURNISHED ITEMS

The OWNER will provide the following:

- One (1) spare main engine
- One (1) spare generator

0.9 CLASSIFICATION, GOVERNMENT REGULATION AND OTHER REQUIREMENTS

Unless otherwise specified, vessel modifications shall be designed and constructed to the requirements of the ABS Rules for Building and Classing High-Speed Craft. It is not intended that the vessel be inspected by ABS or receive a classification, however. The vessel shall be inspected by the USCG, as a Subchapter K passenger vessel.

The ferry shall be re-delivered to the OWNER, with a valid USCG COI, for service as a Subchapter K passenger ferry. The COI shall allow the ferry to operate with up to 320 passengers with one Captain and three (3) deckhands, with a tiered approach to be able to reduce manning requirements by isolating areas of the vessel, as needed.

With the exception of the OWNER's crew demonstrating familiarity with the vessel operation, lifesaving and firefighting, the CONTR shall be entirely responsible for obtaining all certifications and documentation, and provide all testing, failure analyses, components, and signs as necessary for the vessel to be put back into passenger carrying service as described above. All email and written correspondence to or from and all drawings and documents submitted to or received by the USCG or other regulatory agency shall be copied to the OR.

All fees entailed in securing certificates, including associated inspection fees and expenses of regulatory body inspectors, shall be paid by the CONTR. The applicable requirements of the various regulatory bodies and rules noted below, in force at the time of submission of bids, shall be complied with:

- American Bureau of Shipping: "Rules for Building and Classing High-Speed Craft."
- USCG: "Rules for Small Passenger Vessels", Subchapter "K" and other applicable USCG rules.
- IEEE Standard No. 45: "Recommended Practice for Electrical Installations on Shipboard."
- U.S. Public Health Service: "Handbook on Sanitation of Vessel Construction."
- Federal Communications Commission
- Accessibility Guidelines for Passenger Vessels
- Americans with Disabilities Act Accessibility Guidelines
- Federal Transit Administration

0.10 MATERIALS AND WORKMANSHIP

0.10.1 MATERIAL - GENERAL

Material shall be of commercial quality, suitable for marine environment, and shall conform to ASTM, SAE, ABS, and/or USCG (CFR) requirements. The material shall be so designated on Bills of Material and on Construction Drawings. All materials shall be free from imperfections of manufacture and from defects, which adversely affect appearance or serviceability.

0.10.2 MATERIAL SPECIFICATIONS

All materials shall be new unless specified in these documents or approval to the contrary is obtained from the OWNER in writing. All equipment shall be delivered to the OWNER meeting the requirements and inspections needed by the manufacturer to satisfy the installation and warranty requirements.

The work shall be complete in all respects. Anything inadvertently omitted from the plans and specifications that is necessary and usual to a complete vessel shall be supplied as a part of this Contract. Materials used and the workmanship thereon shall be of the best description and quality throughout and of adequate sizes to accomplish the purpose intended. The work, in every respect, shall be completed to the satisfaction of the OWNER and its Representatives.

Defects appearing at any stage of the work shall be cause for rejection even though the piece in question may have previously been passed as satisfactory.

If not defined in the Written Specifications or Reference Documents, aluminum alloys used in the vessel shall be as per the list below. Reference the SWBS sections of this Technical Specification for any overriding material requirements.

Structural Aluminum Material Schedule:

- Plate 5083-H116 or 5083-H321
- Extrusions 6061-T6 or 6082-T6

Brasses and bronzes shall be mixtures of virgin material of proper proportion for the purpose intended and shall be clean, smooth castings, uniform in texture and finish.

Galvanizing shall be done by the "hot dip" process. Electro-galvanizing will not be accepted.

Unwelded fasteners, pipe, tube, sheet metal, or plates and shapes of stainless steel will be grade 316. Where stainless steel is welded, grade 316L will be used unless otherwise specified.

If the CONTR proposes the use of any specialty materials (Inconel, Duplex stainless steel, Titanium, etc.) they shall obtain approval in writing from the OWNER for the application and welding procedures.

Welding procedure, size of electrode, type of electrode, current values, and details of welding and reinforcing shall be in accordance with standard practice as approved by the American

Welding Society and the American Bureau of Shipping. No welding may be done by anyone other than properly trained and qualified welders.

Peening of weld material will not be allowed, except as specifically approved by the OWNER. Material to be welded shall be kept entirely free of paint or oil.

Structural fit-up and welding shall be carried out in such sequence as to compensate for creeping and shrinkage as the work progresses, keeping distortion to an acceptable minimum. Locked in stresses shall be avoided or relieved as far as possible.

Plate fairness, distortion and tolerances shall conform to ABS Rules for Materials and Welding, 2-4-5/3.3.

Welding which appears defective shall be replaced unless radiographic inspection verifies that no defects exist. Radiographic inspection costs, whether associated with apparently defective welds or required by USCG as routine examination, shall be borne by the CONTR.

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

- Permanent list of 10 degrees.
- Permanent trim of 5 degrees.
- Double amplitude roll of 30 degrees in a period of 10 seconds.
- Double amplitude pitch of 10 degrees in a period of 5 seconds.

0.10.3 WORKMANSHIP - GENERAL

Workmanship shall be first-class in all respects. All material, machinery, equipment, pieces and/or parts specified herein and installed in the vessel shall be suitable for the marine service intended.

0.10.4 INTERFERENCES/ACCESS

It is the CONTR's responsibility to identify, remove and replace any interferences IWO work to be accomplished by this specification. When reinstalling removed interferences, the CONTR shall ensure that OEM-specified maintenance envelopes around equipment are kept clear of pipe, wiring and other permanent obstructions to the extent possible, and that all equipment is readily accessible by vessel operators for operation and maintenance.

0.10.5 STORAGE/PROTECTION

All material and equipment intended for the vessel in any form, whether CONTR furnished or OF, shall be adequately stored and protected from the elements and shall be given appropriate security by the CONTR. Due consideration shall be given to the nature of the particular equipment or material with storage and security mutually agreed upon by OR and CONTR. Inside storage shall be required for all equipment and material that will be located on the interior of the vessel.

The CONTR shall be responsible during construction and prior to vessel delivery for the protection of all items with finished surfaces, such as joiner panels, door frames, deck coverings, carpeting, ceiling panels, countertops, furniture, etc.

CONTR will provide protective floor covering for all carpeted and finished floors within construction areas and in areas leading to and from construction areas. CONTR will provide heavy duty rubber or vinyl matting, plywood, or some such similar protective covering. Selected material subject to OR approval.

Any soft material areas, such as (but not limited to) upholstery and carpeting, damaged by CONTR or his agents during course of this contract, will be replaced at CONTR expense.

0.10.6 EXCESS & REMOVED MATERIAL

All excess and removed materials shall be made available to the OR for inspection. Disposition of these materials shall be approved by the OR. The CONTR shall provide a Certificate of Disposition to the OR for all materials removed and disposed.

0.11 INSPECTIONS

0.11.1 GENERAL SCOPE

All materials and workmanship shall be subject to inspection by the OR, the USCG and other regulatory bodies having jurisdiction. All inspection and observation of tests by the OR will be performed in such a manner as not to unnecessarily delay the contract work.

The OR shall promptly approve all work and material conforming to the requirements of this Specification and shall promptly reject all work and materials which do not conform. Such rejected work or material shall be satisfactorily corrected by CONTR.

0.11.2 SCHEDULING & ATTENDANCE

The CONTR is responsible for scheduling and presenting all completed work for inspections and for giving adequate written notice at least 24 hours in advance to the OR and other required inspection agencies and TECH REPs that such work is complete, has been passed by the CONTR's QA, and is ready for such inspection. Inspections shall, when possible, be scheduled and accomplished during normal workdays on the CONTR's day shift. As part of this requirement, the CONTR is required to submit a Schedule (Microsoft Project or equal) that will be progressed for every progress meeting with the OR. Therefore, the 24-hour notice shall be used to capture minor adjustments to the schedule between progress meetings. The schedule shall be provided to the OR, OWNER, Tech Reps and the USCG within two weeks of the Notice to Proceed.

The OR will make every effort to maintain communications with the parties involved and to report to the inspection site per agreed schedule. If the OR is unable to keep the schedule, they shall notify the CONTR as soon as possible and reschedule for a mutually agreeable time. Failure of the OR to attend an inspection does not constitute an acceptance of the work.

Inspections by the USCG or other agency do not eliminate these requirements for inspection and acceptance by the OR.

0.11.3 PREPARATIONS

Work presented for inspection shall be complete in all respects, clean, free of weld splatter, debris, scrap, welding wire ends and all temporary gear. Reasonable accommodations shall have been made for access, lighting, and fresh air supply in advance of the inspection party.

0.11.4 COVERINGS

Prior to the application/installation of paint, insulation, sheathing, joiner work, ceilings, etc., all structure and weld that is to be covered will be given final inspection and will be signed off by the OR. Particular attention must be paid to all welds to ensure that they have been thoroughly wire-brushed and all weld smoke removed. Welds not passing visual inspection will be repaired to the satisfaction of the OR.

It must be clearly understood by the CONTR that the OR has the right and option to require removal of any or all coverings for inspection in areas that have not been previously inspected and passed. This requirement makes it essential that weekend and night shift foremen, for both CONTR and Subcontractors, be in close communication with the QA Department and OR. Modified work or modified areas are NOT to be covered or concealed until inspected and approved by the OR.

0.11.5 RE-INSPECTIONS

Any welding, burning, heat shrinking, etc. which is performed as rework, repair, or on change orders after an inspection has been completed, may require (at the OR's option) the removal of any or all coverings for re-inspection of plate, welds, etc. This requirement will further emphasize the necessity of a formal QA inspection process and the necessity for close communications between CONTR and OR. An initial inspection in no way negates the requirement for re-inspection if an area is reworked in any manner.

If the above required rework, repair and inspection is due to the request of a change order by the OR, any additional cost incurred for inspection will be paid by the OWNER as part of the negotiated Change Order. If rework and inspection is the result of rejection of work by the OR following an inspection, the CONTR will bear the cost of re-inspection.

0.11.6 COMPARTMENT COMPLETIONS

Tanks and voids, crew and passenger spaces, workspaces and machinery spaces shall be inspected and certified complete by the OR and the CONTR's representative. Machinery spaces shall include documented tests for all machinery and equipment (including pre-existing). A compartment shall not be considered accepted until the checklist is complete, deficiencies are corrected, and the OR and CONTR have signed off on the space. At that time, as much as possible, the compartment shall be secured, and no further work shall be conducted within the space unless approved by the mutual consent of the OR and CONTR.

The intent of the foregoing paragraph is to guarantee that the OWNER will receive, at delivery, a fully operational vessel which is immediately capable of entering regular on-line service.

Any pre-existing deficiencies discovered by the CONTR during the course of the contracted work, must be reported to the OR by a condition found report and a plan of remediation recommended. Any such deficiencies not covered in these Specifications or Contract Drawings will be subject to correction at the OWNER's expense by the negotiated Change Order process.

0.11.7 TANKS

Prior to the final closing of any tanks which are altered under the contract plans, the OR shall have inspected and signed off that:

1. Structure changes and welding are complete.
2. Air or hydro test have been passed.
3. Filling and suction piping are complete and tested.
4. Vents, sounding tubes, striking plates, level indicators, and hi/low level alarms are properly installed and tested.
5. Coatings have been applied properly, where applicable.
6. The tank is clean.

0.11.8 PIPING – FLUSH TESTING

All hydraulic fluid, lube oil, and fuel piping systems shall be thoroughly cleaned and flushed of all foreign matter with the appropriate system medium or an approved substitute. CONTR is to provide a flushing procedure for each system to the OR for approval as part of the system testing program.

Waste oil piping and suction piping must be pressure tested for leaks at 5 to 10 psi depending upon the system component pressure ratings.

The piping shall be tested, signed off, and approved by CONTR and OR. The CONTR must determine the maximum permissible test pressure for each system component. System flushing shall be conducted at the applicable system's maximum operating pressure and temperature, and above normal line velocity. Extreme care should be used to prevent over-pressurization of piping systems undergoing testing.

All systems shall be flushed as required to achieve and ensure system is thoroughly cleaned and free of construction debris. Flushing shall be accomplished using a CONTR-furnished pump to circulate the appropriate medium, a vibration device to shake scale from piping inside walls, and CONTR-furnished filters to collect all contaminants. The flush will be considered complete when no visible contaminants are visible on the filters.

Prior to flushing any system, proper care and attention must be given to systems that are required to be blocked off, removed or bypassed, due to in-line mechanisms, valves or machinery that may be capable of trapping debris or foreign matter.

0.11.9 PIPING - PRESSURE TESTING

All systems will be pressurized for a minimum of ten (10) minutes and all piping, fittings, and hoses checked for leaks. CONTR shall provide pressure test procedures for all piping systems to the OR for approval as part of the system testing program.

0.12 FINAL SURVEY

Final acceptance of the vessel by the OWNER shall be predicated on a successful inspection by the CONTR's Rep and OR and determination that the vessel is in an operational condition with a valid USCG COI that will permit it to enter into passenger vessel line service immediately.

To ensure that the vessel is in a proper condition for re-delivery, a final joint survey will be made by the OR and CONTR prior to the scheduled delivery date. This survey shall include a review of any outstanding deficiencies. An agreement based on this survey shall be reached between the OR and CONTR as to the extent of further cleaning and/or correction of minor deficiencies that will be required prior to delivery.

0.13 CONTRACTOR'S OBLIGATION

The CONTR shall provide:

- plant infrastructure, labor, and transportation for shipyard employees
- supplies, as required
- fuel for vehicles and machinery
- water
- power
- lighting
- air
- steam
- crane and forklift services
- contractor communications
- line handling
- wharfage
- dry dock
- towing and shifting services.

This obligation shall include equipment and power services to prevent cold weather freeze-up as well as adequate hot weather ventilation.

0.14 HULL AND STRUCTURE PROTECTION

0.14.1 WELDING

Rigid control of welding and grounding shall be maintained for the protection of hull and hull appendages. Care shall be taken that the welding polarity and ground connections of welding machines used on this vessel, other vessels in the immediate vicinity, or on the dock to which the

vessel is moored shall be such as not to damage any parts of the vessel. The CONTR shall adequately protect, in all respects, the underwater part of the hull prior to re-delivery. The CONTR shall ensure that all control system and sensitive electronics have been electrically isolated as per the manufacturer's requirements prior to any welding taking place.

Before commencing any hot work, the CONTR shall provide a plan for protecting vessel equipment from damage by stray weld currents and arcing. The plan shall include a list of items to be secured before commencing welding, and a description of approved and dis-approved grounding methods for welders. CONTR shall furnish this welding procedure to the OR, the Propulsion System overhaul vendor, the Generator overhaul vendor and the Navigation Electronics vendor for approval. CONTR shall be liable for any damage to equipment and schedule delay caused by improper welding practices.

0.14.2 UNDERWATER HULL INSPECTION (AS APPLICABLE)

If at any time prior to the OWNER acceptance of the vessel, there is reason to believe that the underwater portion of the vessel may have been damaged, that coatings may have failed, or that equipment or appendages require out of water maintenance due to the CONTR or a Subcontractor's negligence or due to an evolution conducted in good faith by the CONTR but resulting in damage, the CONTR shall contract an independent certified diver's inspection of the underwater hull.

A copy of the diver's inspection report shall be provided to the OR and USCG Local OCMI. In consideration of this report, the circumstances surrounding the damage, and the extent of damage which determine the damage to be a "warranted reason", the CONTR shall place the vessel in dry-dock and adequately repair, clean and paint the damaged areas at their expense. A protest by the OR filed with the USCG Local OCMI and sustained by them, shall be deemed a "warranted reason" for requesting dry-docking.

If said Underwater Inspection is requested by OR, yet deemed unnecessary by CONTR, cost of inspection will be borne by OWNER if inspection report finds no discrepancies. If warranted discrepancies are found, cost of inspection shall be borne by CONTR, as well as cost of repairs.

0.14.3 DISSIMILAR METALS

Unless otherwise specified, all mounting hardware shall be installed using anti-corrosion product, TEF-GEL by Ultra Safety Systems, between all dissimilar metals. All nuts shall be Nylock style. Any anti-seizing compounds used shall be compatible with direct contact with aluminum (non-copper or graphite bearing as an example).

Particular attention shall be paid to the presence of any copper or copper-bearing metals aboard the vessel to prevent galvanic interaction with aluminum structures. CONTR must ensure that all copper welding tips and welding wire fragments are removed from the vessel and that no copper-bearing anti-seize compounds are used. Anti-seize compounds should be metal free or nickel based.

0.15 BUY AMERICA

The vessel shall meet requirements of Buy America as described in 49 U.S. Code Section 5323(j). This section requires that the vessel meets a 70% domestic content threshold for fiscal year 2021. The CONTR shall document, as required, to demonstrate to the OWNER that the vessel will meet these requirements.

000 GENERAL

The following specifications provide instruction for the general actions required to be performed under this contract.

- 061.1 Structural Assessment
- 070.1 Tonnage
- 078.1 Material and Equipment
- 091.1 Ship Inspections – USCG Credited Dry Docking
- 091.2 Air Quality & Hazardous Material Inspection
- 097.1 Stability Testing

061.1 STRUCTURAL ASSESSMENT

061.1.1 GENERAL SCOPE

After the removal of the hull painting and prior to recoating, the CONTR shall conduct a UT survey of the hull to assess the level of deterioration of the plating, locate any areas needing repair and identify areas of concern to be addressed in future repair cycles. The CONTR shall provide a condition found report, including a map of the survey locations showing remaining plate thicknesses in decimal inches.

061.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	0173-021-001	D	Hull Plans Transom - Bulkhead 18
2	0173-021-002	A	Hull Plans Bulkhead 18 - Stem

061.1.3 INSPECTION

The CONTR shall inspect all hull shell plating by conducting a UT survey once the existing paint coatings have been removed. The CONTR shall bring deficient structure requiring immediate corrections to the attention of the OR and shall note where UT gauging was conducted and the results in decimal inches. Areas identified as needing replacement will be UT surveyed further to determine the extent of the plate area needing replacement.

See Work Item 111.1 for shell plating replacement requirements following this assessment.

078.1 MATERIAL AND EQUIPMENT

The CONTR shall procure material in accordance with the Material and Equipment Lists in each specification section’s Reference Drawings to the furthest extent practical. Major equipment changes which may adversely change the system design shall be approved by the OR and design agent prior to installation. Other equipment changes, which may alter the installation as shown in the Reference Drawings, shall be the responsibility of the CONTR.

Changes to equipment locations, based on conditions onboard the vessel and/or foundation requirements, shall require prior approval by the OR and design agent.

085.1 ENGINEERING DRAWINGS

091.1.1 GENERAL SCOPE

Any drawings created by the CONTR to accomplish work set forth in this specification shall be delivered to the OR in AutoCAD 2018 format. At the completion of the repair period, the CONTR shall update the drawings to the as-built condition and deliver to the OR within two (2) weeks of delivery of the vessel. See work items 803.1 and 803.2 as well.

091.1 SHIP INSPECTIONS – USCG CREDITED DRY DOCKING

091.1.1 GENERAL SCOPE

The CONTR shall provide for access to all required spaces for USCG vessel inspections to satisfy a credited drydocking inspection as described in 46 CFR 115.610.

091.1.2 REFERENCE DRAWINGS

None

091.1.3 INSPECTIONS

The CONTR shall act as regulatory liaison on the OWNER's behalf and arrange all inspections with the USCG and OWNER.

The CONTR shall provide safe access to all areas required to be inspected by the USCG per 46 CFR 115.610. Any confined spaces shall be certified gas-free and safe to enter by a Marine Chemist. Where interferences must be removed to provide adequate access, it shall be the responsibility of the CONTR to both remove and reinstall such interferences.

The CONTR shall issue Condition Found Reports to the OWNER detailing results and findings from the hull and tank inspections.

097.1 STABILITY TESTING

097.1.1 GENERAL SCOPE

The CONTR shall perform a deadweight survey at the completion of the repair period to determine the new lightship displacement.

097.1.2 REFERENCE DRAWINGS

None

097.1.3 DEADWEIGHT SURVEY

At the completion of the repair period, the CONTR shall survey the vessel and document all weights to be added, removed or relocated to reflect their final position on the completed vessel. The CONTR shall provide a report of the initial displacement based on draft readings and a record of all weights documented along with their vertical, longitudinal and transverse centers of gravity and a summary of the net effect of the weights documented. CONTR shall coordinate with the OR on the timing of the survey in order to ensure the work to be accomplished by this specification has been substantially completed enough for an accurate result from the survey.

100 STRUCTURAL

The following specifications provide instruction for the structural modifications required to be performed under this contract:

- 100.1 Vessel Hailing Port Removal
- 111.1 Hull Repairs
- 114.1 Guard Repairs
- 123.1 Sewage Tank Repairs
- 123.2 Potable Water Tank Repairs
- 123.3 Tank Open and Inspect
- 131.1 Engine Removal Hatch Inserts
- 160.1 Bow Loading Design and Installation

WARNING:

Although structural drawings will be available to shipyard in AutoCAD format, the CONTR is expected to template all new structure from the vessel. OWNER is not responsible for errors due to structure being templated from the AutoCAD files and not the vessel. Neither the OWNER nor Design Agent can confirm or guarantee the accuracy of the structural drawings provided.

100.1 VESSEL HAILING PORT REMOVAL

100.1.1 GENERAL SCOPE

The CONTR shall remove the welded lettering for the hailing port in one (1) location.

100.1.2 REFERENCE DRAWINGS

None

100.1.3 RIPOUTS

The CONTR shall remove the welded lettering for VALLEJO, CA on the transom in preparation for replacement with the hailing port of BREMERTON, WA.

The CONTR shall cut letters for the new hailing port in a size and style similar to the existing hailing port out of 1/8" aluminum plate and weld them below the transom name similar to the existing arrangement. Welds for the new hailing port lettering shall be continuous.

111.1 HULL REPAIRS

111.1.1 GENERAL SCOPE

The CONTR shall repair any areas identified in the survey conducted by Work Item 061.1 with wastage above the amount allowed by ABS Marine Rules 7-A1-4/Table 3. Repairs shall be a minimum of 300mm x 300mm (12" x 12").

111.1.2 REFERENCE DRAWING

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	0173-021-001	D	Hull Plans: Transom – Bulkhead 18
2	0173-021-002	A	Hull Plans: Bulkhead 18 - Stem

111.1.3 RIPOUTS

Per ABS Marine Rules 7-A1-4/Table 3, aluminum wastage allowances are as follows:

Bottom Plating	15%
Keel Plating	15%
Sheer Strake	15%
Bilge Strake	15%
Side Shell Plating	20%

Any areas identified by the hull survey of Work Item 061.1 as exceeding this allowable wastage shall be removed as approved by the OR and the USCG Surveyor. All repairs shall be a minimum size of 300mm x 300mm (12” x 12”).

111.1.4 INSTALLATIONS

The CONTR shall replace any plating removed by Section 111.1.3 above with plating to match the original design per the applicable Reference. For bidding purposes, assume ten (10) repairs measuring 12”x12” using 8mm plate will be required.

114.1 GUARD REPAIRS

114.1.1 GENERAL SCOPE

The CONTR shall inspect the guard around the perimeter of the hull at the main deck edge for cracks and punctures. The CONTR shall also inspect the lower sponson and waterjet guards for cracks and punctures.

114.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-023-001	-	Sponson
2	0173-023-002	-	Lower Sponson and Waterjet Guard

114.1.3 MODIFICATIONS

The CONTR shall inspect the main deck edge guard for cracks and punctures requiring repair and provide a condition found report to the OR. Weld cracks and repair/replace sections with punctures as needed.

The CONTR shall inspect the lower sponson and waterjet guard in the aft areas of the vessel for cracks and punctures requiring repair and provide a condition found report to the OR. Weld cracks and repair/replace sections with punctures as needed.

For bidding purposes, assume eight (8) areas require repair. Each area shall consist of a 12” long section of the sponson (guard). The sponson is comprised of approximately 15” of 10mm plate on the top and outboard face and 10.5” of a 6mm closure plate on the bottom.

123.1 SEWAGE TANK REPAIR

123.1.1 GENERAL SCOPE

The CONTR shall empty and thoroughly clean the freestanding sewage tank. Cleaning shall include the removal of failed tank coatings. After cleaning the tank, CONTR shall inspect the tank structure and provide a condition found report to the OR. CONTR will repair defects as needed. For bidding purposes, plan on 50 ft² of 4.75mm 5083-H116 or 5083-H321 aluminum plate and 48 feet of 6082-T6 or 6061-T6 60x50x4/6 tees.

123.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-022-006	-	Sullage & Potable Water Tank Details

123.1.3 RIPOUTS

The CONTR shall remove deteriorated plate as agreed to with the OR. Assume 50 ft² of 4.75mm plate and 48 ft of 60x50 tee with 4mm web and 6mm flange will require replacement.

123.1.4 INSTALLATIONS

The CONTR shall replace all areas of removed deteriorated tank plating with material shown in the Reference Drawing.

The CONTR shall recoat the interior of the tank with the appropriate coating system. Tank interior area is approximately 136 ft².

123.2 POTABLE WATER TANK REPAIR

123.2.1 GENERAL SCOPE

The CONTR shall empty and thoroughly clean the freestanding potable water tank. Cleaning shall include removal of failed coating systems inside the tank. After cleaning the tank, CONTR shall inspect the tank structure and provide a condition found report to the OR. CONTR will repair defects as needed. For bidding purposes, plan on 50 ft² of 4.75mm 5083-H116 or 5083-H321 aluminum plate and 48 feet of 6082-T6 or 6061-T6 60x50x4/6 tees.

123.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-022-006	-	Sullage & Potable Water Tank Details

123.2.3 RIPOUTS

The CONTR shall remove deteriorated plate as agreed to with the OR. Assume 50 ft² of 4.75mm plate and 48 ft of 60x50 tee with 4mm web and 6mm flange will require replacement.

123.2.4 INSTALLATIONS

The CONTR shall replace all areas of removed deteriorated tank plating with material shown in the Reference Drawing.

The CONTR shall recoat the interior of the tank with the appropriate coating system. Tank interior area is approximately 136 ft².

123.3 TANK OPEN AND INSPECT

123.3.1 GENERAL SCOPE

The CONTR shall empty, open, clean and inspect the ballast tanks, fuel tanks, lube oil tanks and Main Engine M.E.R. tanks and provide a condition found report to the OR.

123.3.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	0173-020-112	B	Hull Fuel Half Height Bulkhead12
2	0173-020-113	A	Hull Fuel Tank Wash Bulkhead13
3	0173-020-114	A	Hull Bulkhead 14
4	0173-020-300	A	Fuel oil tank top
5	0173-021-001	D	Hull Plans Transom - Bulkhead 18

123.3.3 MODIFICATIONS

There are no expected repairs to these tanks. Any repairs to the tanks will be subject to a change order with the OR.

131.1 ENGINE ROOM AND JET ROOM REMOVAL HATCH INSERTS

131.1.1 GENERAL SCOPE

The CONTR shall inspect the removal hatches for potential inserts needed IWO improperly isolated door stops. For bidding purposes, plan on a total of (8) inserts measuring 12"x12" each using 7mm 6082-T6 or 6061-T6 aluminum plate.

131.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	0173-022-401	-	Engine Room Hatch
2	0173-022-402	-	Engine Room Hatch Cover
3	0173-022-411	-	Jet Room Hatch
4	0173-022-412	-	Jet Room Hatch Cover

131.1.2 REMOVAL

The CONTR shall remove the insulation and sheet metal linings on the underside of each of the four (4) removal hatches and save for reinstallation. The CONTR shall replace any deteriorated insulation found during removal. The CONTR shall then remove the hatches from the vessel for inspection and repairs.

131.1.3 MODIFICATIONS

The CONTR shall inspect the four (4) removal hatches for excessive corrosion and provide a condition found report to the OR. Replace aluminum plate as needed. For bidding purposes, plan on a total of (8) inserts measuring 12”x12” each using 7mm 6082-T6 or 6061-T6 aluminum plate.

131.1.4 REINSTALLATION

The CONTR shall use new hardware for reinstallation of the engine room and jet room removal hatches. Each engine room hatch will require 70 M10 stainless steel bolts and nuts, 140 M10 stainless steel washers and 35 feet of 5mm thick rubber seal. Each jet room hatch will require 40 M10 stainless steel bolts and nuts, 80 M10 stainless steel washers and 21 feet of 5mm thick rubber seal.

160.1 BOW LOADING DESIGN AND INSTALLATION

160.1.1 GENERAL SCOPE

The CONTR shall design, fabricate and install a bow loading area.

160.1.2 REFERENCE DRAWINGS

None

160.1.3 DESIGN

The CONTR shall design the structural modifications needed to incorporate a bow passenger loading capability on the vessel. The design shall incorporate the ability to load passengers over the bow at the car slip at the Southworth ferry terminal. A design similar to that on the former WSF ferries MV CHINOOK and MV SNOHOMISH is acceptable. The design shall include, but not be limited to, modifications to the bulwarks, relocation of any deck fittings in way of the bow loading area, modifications to the main deck house front, installation of a double-door or two

single-doors on the house front and relocation of services in way of the location of the house front doors. Door access via the bow loading area shall meet ADA access requirements. CONTR shall provide the design to the OR for review and approval prior to submitting to USCG. CONTR shall obtain USCG approval of the design prior to incorporating the change.

160.1.4 RIPOUTS

After receiving approval of the design from USCG, the CONTR shall remove structures in accordance with the approved design.

160.1.5 INSTALLATIONS

After receiving approval of the design from USCG and removal of the appropriate structures, the CONTR shall install new structures, relocate existing structures and services and install the new doors and magnetic hold back system with release in accordance with the approved design.

200 MECHANICAL

The following specifications and drawings referenced provide for the Mechanical Modifications required to be performed under this contract:

- 233.1 Main Engines Overhaul
- 241.1 Reduction Gear Open and Inspect
- 243.1 Propulsion System Alignment
- 245.1 Hamilton Jet Drive Overhaul
- 251.1 Main Engine Intakes – Clean and Inspect
- 252.1 Main Engine Control Systems Update
- 256.1 Engine Cooling Water Systems – Replace Aluminum Piping
- 259.1 Engine Exhaust Systems – Replace Exhaust Hangers
- 298.1 Operating Fluids

233.1 MAIN ENGINES OVERHAUL

233.1.1 GENERAL SCOPE

The CONTR shall remove both main engines and ship to the local MTU factory representative for servicing. CONTR shall contract with the MTU factory rep to perform the required services on the main engines. Upon completion of the work on the main engines, the CONTR shall reinstall and realign one (1) of the removed main engines as well as install and align the OWNER supplied spare main engine into the vessel.

233.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-259-10	-	Exhaust System A&D
2	8700-524-10	D	Sea Water Cooling A&D
3	8700-541-10	-	Fuel & Dirty Oil A&D

233.1.3 RIPOUTS

CONTR shall disconnect all services to the main engine, including, but not limited to, fuel service, lube oil, exhaust, cooling water, DEF, engine controls and starting power. CONTR shall remove all interferences above the main engines in way of the removal hatches in the main deck. CONTR shall remove the engine removal hatches in the main deck.

233.1.4 REMOVAL

CONTR shall provide crane and rigging services to remove the main engines from the vessel and load onto a truck for transport to the local MTU service facility.

233.1.5 SERVICING

CONTR shall arrange to have the removed main engines inspected by an MTU service facility. CONTR shall provide a condition found report to the OR. CONTR shall arrange to have the engine overhauled by the MTU service facility to correct the conditions found. Expected work includes, but is not limited to, overhaul of exhaust manifolds, injector replacements and normal maintenance to be performed at approximately 33,000 – 35,000 operating hours (full bottom and top end overhaul and dyno).

CONTR shall contract the MTU service facility to dyno the spare main engine and provide a condition found report to the OR. CONTR shall contract with the local MTU service facility to make repairs to the spare main engine as reported in the condition found report and as negotiated with the OR through the change order process. No repairs are expected on the spare main engine.

233.1.6 REPLACEMENT

After overhaul by the MTU service facility, CONTR shall deliver one removed main engine to the OWNER and provide crane and rigging services to remove the other main engine from a truck and into position through the engine removal hatches. The CONTR shall provide crane and rigging services to remove the dyno'd spare main engine from a truck and into position through the engine removal hatches.

233.1.7 ALIGNMENT

See Section 243.1.

233.1.8 INSTALLATIONS

After the main engines have been reinstalled, aligned and secured, CONTR shall reconnect all services to the main engines, including, but not limited to, sea water cooling, fuel service, lube oil, exhaust, DEF, engine controls and starting power. Mechanical systems shall be reconnected using new hoses and fittings appropriate for the application.

241.1 REDUCTION GEAR OPEN AND INSPECT

241.1.1 GENERAL SCOPE

The CONTR shall contract with the ZF service facility to open and inspect both reduction gears in place and provide a condition found report to the OR.

241.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-524-10	D	Sea Water Cooling A&D

241.1.3 REPAIRS

CONTR shall contract with the ZF service facility to repair any defective conditions found during the inspection as approved by the OR using the change order process. There are no repairs expected for the reduction gears.

241.1.4 REMOVAL AND REINSTALLATION

Removal and reinstallation of the reduction gears is at the discretion and cost of the CONTR based on the extent of repairs needed as dictated by the ZF representative inspection. This shall be part of any negotiated change order with the OR prior to any action taking place.

241.1.5 ALIGNMENT

See Section 243.1.

243.1 PROPULSION SYSTEM ALIGNMENT

243.1.1 GENERAL SCOPE

The CONTR shall perform the alignment of all propulsion driveline components. Alignment procedures shall be proposed by the CONTR and agreed to by the OR, the ZF representative, the MTU representative and the Hamilton Jet representative prior to reinstallation of all removed components.

243.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	0173-071-001	-	Propulsion System Arrangement

243.1.3 ALIGNMENT

CONTR shall submit a procedure for installing and aligning the main engines, torsional couplings, shafting, reduction gears and Hamilton Jet drive units. This procedure shall meet all the applicable requirements, including alignment tolerances, of the United States Coast Guard, and the drive line vendor representatives. This procedure will be reviewed by the OR and the appropriate vendor representatives.

The CONTR shall contract with and coordinate all reinstallation support services and oversights; final terminations; initial start-ups; dock trials; and sea trials with Tech Reps from vendors for the applicable equipment (MTU, ZF, Hamilton Jet) and the OR. The equipment installation support services contractors shall be given a three-week notice for on-site engineering oversight and a two-week notice for technical services.

The CONTR is responsible for coordinating Tech Rep services as required both during and following installation through Sea Trials and vessel acceptance.

CONTR shall install the main engines, reduction gears (if removed), driveshaft, and jet drive units (if removed) in accordance with the resulting procedure, once it has been approved by the OR.

245.1 HAMILTON JET DRIVE OVERHAUL

245.1.1 GENERAL SCOPE

The CONTR shall clean the external portion of the jet drives in conjunction with cleaning the hull. CONTR shall contract with Hamilton Jet to inspect both drives and provide a condition found report to the OR.

245.1.2 REFERENCE DRAWINGS

None

245.1.3 REPAIRS

CONTR shall contract with Hamilton Jet to make repairs to the jet propulsors as reported in the condition found report and as negotiated with the OR through the change order process. Expected repairs include, but are not limited to, replacing both steering tail pipes, replacing anodes, replacing hoses and belts, and replacing a bent reversing bucket rod on the starboard unit.

245.1.4 REMOVAL AND REINSTALLATION

Removal and reinstallation of the jet units will be at the discretion and cost of the CONTR based on the extent of servicing needed by the condition found report. These costs shall be part of the negotiated change order with the OR.

245.1.5 ALIGNMENT

See Section 243.1.

251.1 MAIN ENGINE INTAKES – CLEAN AND INSPECT

251.1.1 GENERAL SCOPE

The CONTR shall clean and inspect the main engine room ventilation inlet ducts and provide a condition found report. This work is best accomplished in conjunction with the removal of the equipment removal hatches.

251.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	22903-513-01	B	Machinery Space Ventilation Diagram
2	8700-022-403	-	Engine Room Air Outlet Trunk
3	8700-022-403-2	-	Engine Room Air Outlet Trunk sh. 2

251.1.3 REPAIRS

CONTR shall make repairs to the ventilation trunks as directed by the OR via the change order process. No repairs are expected.

252.1 MAIN ENGINE CONTROL SYSTEM UPDATES

252.1.1 GENERAL SCOPE

The CONTR shall contract with Hamilton Jet to provide, install and calibrate any software upgrades to the engine control system.

256.1 ENGINE COOLING WATER SYSTEMS – REPLACE ALUMINUM PIPING

256.1.1 GENERAL SCOPE

The engine cooling system is a mixture of aluminum and CuNi piping. The CONTR shall replace existing aluminum piping and fittings in the cooling system with MIL-T-16420 Class 200 90/10 CuNi pipe and CL 200 90/10 butt weld fittings.

Dissimilar metals, with the exception of stainless steel fasteners, shall not be joined directly. Galvanic corrosion shall be prevented by insulating dissimilar metals from each other with suitable gaskets, washers, sleeves, bushings, and hoses of insulating material. Insulating materials shall be non-porous, with mechanical properties suitable for the applications

256.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-524-10	D	Sea Water Cooling A&D
2	22903-524-01	B	Sea Water Cooling Diagram

256.1.3 RIPOUTS

The CONTR shall remove aluminum piping and fittings in the sea water cooling system, except the overboard discharges.

256.1.4 INSTALLATIONS

The CONTR shall provide and install new MIL-T-16420 CL-200 90/10 CuNi piping and CL-200 NAVSEA 810-1385880 90/10 CuNi butt weld fittings to replace the existing aluminum piping and fittings, with the exception of hull connections. Hose connections to the main engines shall be replaced with new hoses and fittings to match the existing hoses. For bidding purposes, the following materials will need to be removed and replaced with 90/10 CuNi:

Pipe, 5", SCH 80, SMLS, 5086 AL	44 ft
Pipe, 4" SCH 80, SMLS, 5086 AL	10 ft

Pipe, 2-1/2" SCH 80, SMLS, 5086 AL	10 ft
Pipe, 2" SCH 80, SMLS, 5086 AL	75 ft
Pipe, 1-1/2", SCH 80, SMLS, 5086 AL	1 ft
Elbow, 90, 5", SCH 80, 5086 AL, BW	3 ea
Elbow, 90, 4", SCH 80, 5086 AL, BW	6 ea
Elbow, 90, 2-1/2", SCH 80, 5086 AL, BW	2 ea
Elbow, 90, 2", SCH 80, 5086 AL, BW	18 ea
Elbow, 45, 5", SCH 80, 5086 AL, BW	2 ea
Elbow, 45, 2", SCH 80, 5086 AL, BW	5 ea
Reducer, concentric, 5x2, SCH 80, 5086 AL, BW	2 ea
Reducer, concentric, 2-1/2x2, SCH 80, 5086 AL, BW	2 ea
Reducer, concentric, 2x1-1/2, SCH 80, 5086 AL, BW	2 ea
Reducer, concentric, 2x1-1/4, SCH 80, 5086 AL, BW	2 ea
Flange, 5", RF, 150#, 5086 AL, slip-on	5 ea
Flange, 4", RF, 150#, 5086 AL, slip-on	4 ea
Flange, 2-1/2", RF, 150#, 5086 AL, slip-on	2 ea
Flange, 2", RF, 150#, 5086 AL, slip-on	20 ea

259.1 ENGINE EXHAUST SYSTEMS – REPLACE EXHAUST HANGERS

259.1.1 GENERAL SCOPE

The CONTR will be removing sections of the exhaust system in order to remove the engines for overhaul at the MTU service facility (See 233.1). CONTR shall inspect the exhaust mounting system in conjunction with the removal and provide a condition found report to the OR.

259.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-259-10	-	Exhaust System A&D
2	22903-259-01	A	Exhaust System Diagram

259.1.3 INSTALLATION

In conjunction with the reinstallation of the removed exhaust sections, CONTR shall replace defective exhaust mounts with the appropriate adjustable isolation mount. For bidding purposes, the following exhaust hangers will require replacement

Mason Hanger PC30-X-113	6 ea
Mason Hanger PC30-X-B222	6 ea
SCR isolation mounts	8 ea
SCR turnbuckles, 20"	8 ea

298.1 OPERATING FLUIDS

Upon completion of all work defined in this contract, all operational fluids in all equipment will be topped up with manufacturer-approved fluids. The vessel shall be trialed and delivered with 100% of all equipment ready to operate according to manufacturers' recommendations. The vessel shall be delivered to the OWNER, by the CONTR, with a full complement of all operational fluids. See also work item 994.1.

300 ELECTRIC POWER GENERATION

The following specifications and drawings referenced provide for the Electrical Modifications required to be performed under this contract:

- 300.1 Cathodic Protection System
- 302.1 Electric Motors
- 311.1 Generators Overhaul
- 311.2 Shore Power Connection
- 324.1 Power Distribution Systems
- 342.1 Generator Cooling Water Systems
- 342.2 Generator Exhaust Systems - Hangers

All electrical components shall be high quality marine grade components. All materials are subject to review and approval by the OR as suitable for installation in a marine environment. All portions of the electrical engineering and installations shall meet or exceed the requirements of USCG Subchapter K as applicable to this vessel.

300.1 CATHODIC PROTECTION SYSTEM

300.1.1 GENERAL SCOPE

The CONTR shall verify and adjust the cathodic protection system.

300.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-010-012	A	Cathodic Protection Arrangement

300.1.3 SERVICING

Prior to drydocking, the CONTR shall confirm the operation of the ElectroGuard monitoring system and provide a condition found report to the OR. CONTR shall accomplish repairs as identified in the condition found report and approved by the OR. For bidding purposes, the CONTR provide pricing to replace the existing system with the current replacement model.

300.1.4 ADJUSTMENTS

CONTR shall make any adjustments to the cathodic protection system after the vessel has been undocked in accordance with the manufacturer's recommendations.

302.1 ELECTRIC MOTORS

302.1.1 GENERAL SCOPE

The CONTR shall inspect all electric motors, and their installation including motor controllers, cables, main circuit breakers and other related equipment and provide a condition found report to the OR.

302.1.2 REFERENCE DRAWINGS

None

302.1.3 SCOPE

Pumps to be inspected include, but are not limited to:

1. Fire main pumps
2. Bilge/Ballast pumps
3. Fuel oil transfer pump
4. Lube oil transfer pump
5. Potable water pumps
6. HVAC cooling water pumps
7. Ventilation fan motors

302.1.4 REPAIRS

For bidding purposes, the following repairs are expected:

1. Overhaul #1 chiller pump – No pressure showing on discharge side with pump running
2. Overhaul #2 chiller pump – Trips breaker prior to starting
3. Replace discharge pressure gauge on #1 Potable Water Pump

If work item 514.2 is selected, items 1 and 2 will not apply to this work item.

311.1 GENERATORS OVERHAUL

311.1.1 GENERAL SCOPE

The CONTR shall remove both generator sets and ship to an approved John Deere service facility for servicing. The CONTR shall contract with the John Deere approved service facility to inspect and overhaul both generators. Upon completion of the work on the generators, the CONTR shall reinstall one (1) of the overhauled generators and the spare generator into the vessel.

311.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-259-10	-	Exhaust System A&D
2	8700-524-10	D	Sea Water Cooling A&D
3	8700-541-10	-	Fuel & Dirty Oil A&D
4	22903-259-01	A	Exhaust System Diagram
5	22903-524-01	B	Sea Water Cooling Diagram
6	22903-541-01	B	Fuel, Lube & Dirty Oil Diagram

311.1.3 INSPECTIONS

CONTR shall contract with a John Deere approved service facility to inspect the generators and provide a condition found report to the OR.

311.1.4 REMOVAL

CONTR shall disconnect all services to the generators, including, but not limited to, fuel oil, lube oil, exhaust, cooling water, controls, starting power and power distribution cables. CONTR shall remove all interferences between the generators and the removal hatches. CONTR shall provide crane and rigging services to remove the generators from the vessel and load onto a truck for transport to a John Deere approved service facility.

311.1.5 SERVICING

CONTR shall arrange to have the generators overhauled by the John Deere approved service facility to correct the conditions found. Expected work includes, but is not limited to, injector replacements and normal maintenance to be performed at approximately 12,000 – 17,000 operating hours since the last overhaul. CONTR shall have the generator end cleaned and inspected in conjunction with the overhaul of the engine end.

After overhauling the generators, the CONTR shall have the John Deere approved service facility load test and break in the generators, including the OWNER furnished spare generator.

311.1.6 REINSTALLATION

After overhaul by the John Deere service facility, CONTR shall provide crane and rigging services to remove the generators from a truck and into position through the removal hatches. During re-installation, the CONTR shall install the OWNER-supplied spare generator in place of one of the removed generators. The CONTR shall deliver the overhauled generator being replaced to the OWNER’S facilities.

311.1.7 INSTALLATIONS

After the generators have been reinstalled and secured, CONTR shall reconnect all services to the generators, including, but not limited to, cooling water, fuel service, lube oil, exhaust, controls, starting power and power distribution cables. Mechanical systems shall be reconnected using new hoses and fittings appropriate for the application. Newly reinstalled generators shall be tested for proper operation.

311.2 SHORE POWER CONNECTION

311.2.1 GENERAL SCOPE

The current shore power connection on board the vessel is for a 200-Amp plug. The vessel needs to be able to connect to a 100-Amp shore power shore connection. The CONTR shall modify the existing shore power cable to have a 100-Amp plug on the shore end to match the connection at the Kingston, WA facility. The CONTR shall change the shore power breaker on board the vessel to a 100-Amp breaker.

311.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	118047A	-	Ship Service Circuit Breakers

324.1 POWER DISTRIBUTION SYSTEMS

324.1.1 GENERAL SCOPE

The CONTR shall open and clean the main switchboard and all power panels. The CONTR shall then torque all bus bars in the switchboard and power panels based on the size of the bolts in the panel. After torquing, the CONTR shall perform a thermographic scan for any hot spots and re-torque as necessary. This includes the main switchboard (P200) and distribution panels P201, P202, P203 and P204 as well as the motor controllers for the port fire pump, starboard fire pump, port engine room supply fan, starboard engine room supply fan, and AC compressor.

The CONTR shall inspect all batteries, battery chargers, inverters and battery disconnect switches and provide a condition found report to the OR. This work encompasses the following equipment:

1. Port generator starting batteries, battery charger and disconnect switch
2. Starboard generator starting batteries, battery charger and disconnect switch
3. Port main engine starting batteries and battery charger
4. Starboard main engine starting batteries and battery charger
5. Port main engine controls batteries and battery charger
6. Starboard main engine controls batteries and battery charger
7. Ship’s Service batteries and battery charger
8. General Alarm/PA System batteries and inverter/charger
9. Ship’s 12 VDC system batteries and charger
10. Port Jet Control Power and Interlock batteries and charger
11. Starboard Jet Control Power and Interlock batteries and charger

The CONTR shall repair any discrepancies in the A/C and D/C power distribution systems according to the condition found reports and as agreed to by the OR via the change order process. No discrepancies are expected.

324.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	N/A		AC One-Line Diagram
2	N/A		DC Systems

342.1 GENERATOR COOLING WATER SYSTEMS

342.1.1 GENERAL SCOPE

The CONTR shall inspect the generator cooling water system and provide a condition found report to the OR. CONTR shall replace the exhaust overboard spool pieces with the cooling water connection in kind. See work item 256.1 for piping replacements.

342.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-524-10	D	Sea Water Cooling A&D
2	22903-524-01	B	Sea Water Cooling Diagram

342.1.3 HOSES

The CONTR shall replace all generator cooling water hose connections with new hoses and fittings of equal characteristics to the existing hoses and fittings. Replacement shall occur after the overhaul and re-installation of the generators

342.2 GENERATOR EXHAUST SYSTEMS - HANGERS

342.2.1 GENERAL SCOPE

The CONTR shall inspect the exhaust hangers and provide a condition found report to the OR. CONTR shall replace all defective exhaust hangers with new adjustable isolation mounts as agreed to by the OR. See Work Item 259.1 for quantities of hangers to be replaced.

342.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-259-10	-	Exhaust System A&D
2	22903-259-01	A	Exhaust System Diagram

400 ELECTRONICS

The following specifications and drawings referenced provide for the Electronics Systems Modifications required to be performed under this contract:

- 410.1 Option Pricing: Pilot House Full Redesign
- 410.2 Option Pricing: Pilot House Center Console Design
- 410.3 Option Pricing: Pilot House Modifications
- 422.1 Navigation Lights
- 423.1 Navigation Systems
- 423.2 Searchlight
- 424.1 Fathometer
- 433.1 Interior Communication System
- 436.1 Door Hold Back System
- 436.2 General Alarm System
- 436.3 Option 1: Replace Fire Alarm System Alarm Panel
- 436.4 Option 2: Replace Fire Alarm System
- 437.1 Weather Station
- 439.1 CCTV
- 439.2 FLIR
- 440.1 Exterior Communications
- 443.1 Ships Whistle

All electrical components shall be high quality marine grade components. All materials are subject to review and approval by the OR as suitable for installation in a marine environment. All portions of the electrical engineering and installations shall meet or exceed the requirements of USCG Subchapter K as applicable to this vessel.

410.1 OPTION PRICING: PILOT HOUSE FULL REDESIGN

410.1.1 GENERAL SCOPE

The CONTR shall work with the OR to design a new layout of the Pilothouse, including, but not limited to, new cabinetry, new electronics layouts, new searchlight controls layout and new chairs. CONTR shall submit the new design to the OR for review and approval.

410.1.2 REFERENCE DRAWINGS

None

410.1.3 REMOVALS

The CONTR shall remove all existing Pilothouse furniture, cabinets, electronics, controls and fittings according to the approved redesign plan. The CONTR shall retain and securely store all removed components to be reused in the new design.

410.1.4 INSTALLATIONS

The CONTR shall purchase, fabricate and install new furniture, cabinets, fittings, electronics, and controls according to the approved redesign plan.

410.1.5 DESIGN CONSIDERATIONS

In developing the redesign of the Pilothouse, the CONTR shall take into consideration the following inputs:

- OWNER desires a “bridge team oriented” layout
- Replace existing chairs with two (2) H.O. Bostrom Pacifica DLX Pilot Chair, or equal. Each chair shall be equipped with one (1) standard armrest and one (1) steering tiller mount armrest.
- Swap locations of port Radar display and Rose Point ECS
- Relocate searchlight controls from starboard side to port side.
- Replace existing safe with OWNER provided safe.
- Replace existing throttle levers with Hamilton Jet CTCLV04020 Dual Lever Control Module at all maneuvering stations. Detents and throttle mapping are to be approved by the OR.
- Replace existing steering tillers with Hamilton Jet joysticks, two (2) with spring returns for the pilothouse and two (2) without spring returns for the wing stations.
- Install one (1) Hamilton Jet 52mm steering indicator (CTSDR02048) and two (2) Hamilton Jet 52mm reversing indicators (CTSDR02049).
- Incorporate electronic changes as defined throughout Section 400 specifications

410.2 OPTION PRICING: PILOT HOUSE CENTER CONSOLE DESIGN

410.2.1 GENERAL SCOPE

In lieu of a complete redesign of the pilothouse, the CONTR shall work with the OR to design a new center console in the Pilothouse, including, but not limited to, new cabinetry, new electronics layouts, new searchlight controls layout and new chairs. CONTR shall submit the new design to the OR for review and approval.

410.2.2 REFERENCE DRAWINGS

None

410.2.3 REMOVALS

The CONTR shall remove the existing Pilothouse center console, chairs, electronics, controls and fittings according to the approved redesign plan. The CONTR shall retain and securely store all removed components to be reused in the new design.

410.2.4 INSTALLATIONS

The CONTR shall purchase, fabricate and install a new center console, fittings, electronics, and controls according to the approved redesign plan.

410.2.5 DESIGN CONSIDERATIONS

In developing the redesign of the Pilothouse center console, the CONTR shall take into consideration the following inputs:

- OWNER desires a “bridge team oriented” layout
- Replace existing chairs with two (2) H.O. Bostrom Pacifica DLX Pilot Chair, or equal. Each chair shall be equipped with one (1) standard armrest and one (1) tiller mount armrest.
- Swap locations of port Radar display and Rose Point ECS
- Relocate searchlight controls from starboard side to a location approved by the OR.
- Replace existing throttle levers with Hamilton Jet CTCLV04020 Dual Lever Control Module.
- Relocate Hamilton Jet backup panels so that the steering feedback indication is in the field of view of the bridge team with backup controls still within easy reach.
 - If the horn control panel needs to be relocated to accommodate this modification, the horn control panel shall be in easy reach of the captain’s seat.
- Install one (1) Hamilton Jet 52mm steering indicator (CTSDR02048) and two (2) Hamilton Jet 52mm reversing indicators (CTSDR02049).
- Incorporate electronic changes as defined throughout Section 400 specifications

410.3 OPTION PRICING: PILOTHOUSE MODIFICATIONS

410.3.1 GENERAL SCOPE

The CONTR shall purchase and install new equipment and modify existing equipment and/or cabinetry according to this specification.

410.3.2 REFERENCE DRAWINGS

None

410.3.3 PILOTHOUSE MODIFICATIONS

CONTR shall make the following modifications to the existing Pilothouse layout:

- Replace existing chairs with two (2) H.O. Bostrom Pacifica DLX Pilot Chair, or equal. Each chair shall be equipped with one (1) standard armrest and one (1) steering tiller mount armrest.
- Relocate searchlight controls from starboard side to port side.
- Replace existing safe with OWNER provided safe.
- Replace existing throttle levers with Hamilton Jet CTCLV04020 Dual Lever Control Module at all three (3) maneuvering stations. Detents and throttle mapping are to be approved by the OR.
- Replace existing steering tillers with Hamilton Jet joysticks, two (2) with spring returns for the pilothouse and two (2) without spring returns for the wing stations.
- Install one (1) Hamilton Jet 52mm steering indicator (CTSDR02048) and two (2) Hamilton Jet 52mm reversing indicators (CTSDR02049).

- Relocate windshield wiper/washer control components to a location more readily accessible to both Bridge team members.
- Replace all disturbed laminate console coverings with matching laminate.
- Strip, sand and refinish all Pilothouse woodwork trim.
- Strip and wax the Pilothouse decking.
- Incorporate electronic changes as defined throughout Section 400 specifications

422.1 NAVIGATION LIGHTS

422.1 GENERAL SCOPE

The CONTR shall change the existing navigation lights to LED lights, including changing the control/alarm panel.

422.2 REFERENCE DRAWINGS

None

422.3 REMOVALS

The CONTR shall remove the port and starboard running lights, the masthead light and the stern light. The CONTR shall remove the existing NorseLight NLC 8/40 navigation light control and alarm panel in the Pilothouse

422.4 INSTALLATIONS

The CONTR shall install 24 VDC LED double navigation lights in place of the removed lights. New navigation lights shall conform to USCG regulations for a vessel of this size.

The CONTR shall install a new navigation light control and alarm panel compatible with the new LED navigation lights in the Pilothouse. If option 410.1 is selected, the new panel and all associated hardware shall be installed per the approved design. If option 410.1 is not selected, the new panel shall be installed in the same location as the removed panel and all associated hardware shall be installed as agreed to by the OR.

423.1 NAVIGATION SYSTEMS

423.1.1 GENERAL SCOPE

The CONTR shall purchase and install upgraded navigation electronics according to this specification.

423.1.2 REFERENCE DRAWINGS

None

423.1.3 EQUIPMENT

The CONTR shall remove the existing equipment and replace with the following navigation electronics:

- Replace existing radar displays with:

- One (1) Furuno FAR-2228, 25-kW X-Band Radar system
- One (1) Furuno FAR-2228 NXT, solid state X-Band Radar system
- Equipment for full interswitch capability
- Distribute ARPA TT-Message output from both radars to the existing Rose Point Nav PC.
- Include new keyboard/trackball controllers, retain existing monitors, if compatible.
- Replace existing radar arrays with longest possible high speed rotation array that can be supported with minimal modification to structures. The arrays do not need to be the same length. If unequal, the NXT radar shall have the longer array.
- Install UPS for all AC powered radars.
- If either work items 410.1 or 410.2 are not chosen, rebuild the existing keyboard trays for the radar keyboards.
- Replace existing satellite compass with Furuno SC-70 GPS compass with SC-702 display unit, or equal. Distribute satellite compass output to the radars, ECS, AIS and auto-pilot.
- Add a second Furuno SC-70 GPS compass with SC-702 display unit, or equal. Distribute satellite compass output to the radars, ECS, AIS and auto-pilot.
- Replace existing AIS with Em Trak A200 Class A, or equal. Distribute AIS output to the radars, ECS and auto-pilot. Include C-Map Micro SD with AIS.
- Replace existing GPS with Furuno GP-170, or equal. Distribute GPS output to the radars, ECS, AIS and auto-pilot.
- Add Hamilton Jet auto-pilot interface.
- Add Simrad AP70 Mk2 Autopilot system with the appropriate Simrad computer and rapid helm input override.

423.1.3 REMOVALS

If either work items 410.1 or 410.2 are not chosen, the CONTR shall remove all existing radars, GPS, satellite compass, AIS equipment and miscellaneous components being replaced.

CONTR shall remove all cables not compatible with replacement electronics.

423.1.4 INSTALLATIONS

If either work items 410.1 or 410.2 are not chosen, the CONTR shall install the replacement radars, GPS, satellite compass, AIS and miscellaneous components in the same location where similar equipment was removed. The second Furuno SC-70 satellite compass, the autopilot controller and any other relocated equipment shall be located as agreed to by the OR.

CONTR shall install new cabling compatible with new electronics, as required. New cables shall use existing wireways and transits as much as possible. CONTR shall coordinate with the OR where new wireways and/or cable transits may be needed.

If either work items 410.1 or 410.2 are chosen, the CONTR shall install the replacement radars, GPS, satellite compass, AIS and miscellaneous components according to the approved design for the option selected.

New radars are to come with electronic chart software licenses.

423.2 SEARCHLIGHT

423.1.1 GENERAL SCOPE

The CONTR shall relocate the existing searchlight control from the starboard side to the port side of the pilothouse. If either work items 410.1 or 410.2 are chosen, the CONTR shall relocate the existing searchlight control from the starboard side to the location specified in the approved design selected.

423.1.2 REFERENCE DRAWINGS

None

424.1 FATHOMETER

424.1.1 GENERAL SCOPE

The CONTR shall inspect the fathometer transducer and display and provide a condition found report to the OR. The CONTR shall repair the fathometer transducer and display according to the condition found report and as approved by the OR via the change order process. There are no expected discrepancies with the fathometer or display.

424.1.2 REFERENCE DRAWINGS

None

433.1 INTERIOR COMMUNICATIONS SYSTEM

433.1.1 GENERAL SCOPE

The CONTR shall inspect the existing P/A system and provide a condition found report to the OR. Inspection shall include verification of the proper operation of all speakers throughout the vessel.

433.1.2 REFERENCE DRAWINGS

None

433.1.3 REPAIRS

The CONTR shall repair all P/A system deficiencies as identified in the condition found report and as agreed to by the OR. For bidding purposes, the CONTR shall replace the forward port main deck P/A speaker.

433.1.4 RELOCATIONS

If work item 410.1 is selected, components of the P/A system located in the pilothouse shall be relocated according to the approved design.

436.1 DOOR HOLDBACK SYSTEM

436.1.1 GENERAL SCOPE

The CONTR shall design and install an electrically operated magnetic hold back system that can be activated and released locally and at the pilothouse console. The CONTR shall design the system and submit the design to the OR for review and approval. The system shall include the four (4) existing side loading doors and the new bow loading doors (either two single doors or a double door) installed in work item 160.1. The CONTR shall provide and install all hardware, cabling, cable transits, switches, etc. to make a complete and functional system.

436.1.2 REFERENCE DRAWINGS

None

436.1.3 REMOVALS

The CONTR shall remove the existing door holdback system at the four (4) side loading double doors. The current holdbacks are ropes tied to hardware on the doors.

436.1.4 INSTALLATIONS

The CONTR shall install a new door holdback system that will hold the doors open by an electromagnet but allow them to be released either locally or in the pilothouse. The pilothouse release shall be a single button or switch that will release all doors simultaneously.

436.2 GENERAL ALARM SYSTEM

436.2.1 GENERAL SCOPE

The CONTR shall inspect the General Alarm system and provide a condition found report to the OR. The CONTR shall repair the General Alarm system according to the condition found report and as approved by the OR via the change order process. There are no expected discrepancies with the General Alarm system.

436.2.2 REFERENCE DRAWINGS

None

436.3 OPTION 1: REPLACE ALARM PANEL IN FIRE ALARM SYSTEM

436.3.1 GENERAL SCOPE

The current Ansul AutoPulse IQ-301 alarm panel in the Pilothouse is obsolete. The CONTR shall replace the existing panel with a new Ansul alarm panel and remote display compatible with the existing detectors, strobes and alarms.

436.3.2 REFERENCE DRAWINGS

None

436.3.2 REMOVALS

The CONTR shall remove the existing Ansul alarm panel and any components not compatible with the replacement panel.

436.3.3 INSTALLATIONS

The CONTR shall install the new panel and remote display per the approved design. The new panel shall be configured to notify the Pilothouse of an alarm condition then initiate a standard delay of 2 minutes before activating horns, bells and strobes in the passenger areas.

436.3.4 TESTING

The CONTR shall test the operation of the new panel to the satisfaction of the OR and USCG inspector.

436.4 OPTION 2: REPLACE FIRE ALARM SYSTEM

436.4.1 GENERAL SCOPE

The current Ansul AutoPulse IQ-301 alarm panel in the Pilothouse is obsolete. The CONTR shall design, purchase and install and new fire alarm system to replace the existing system.

436.4.2 REFERENCE DRAWINGS

None

436.4.3 DESIGN

The CONTR shall design a new fire and smoke detection and alarm system compatible with USCG requirements. The CONTR shall submit the design to the OR and USCG for review and approval.

436.4.4 REMOVALS

The CONTR shall remove the existing alarm panel, detectors, strobes, alarms and any wiring not compatible with the new system design.

436.4.5 INSTALLATIONS

The CONTR shall install the new detectors, sensors, strobes, alarms, alarm panel and any ancillary equipment for the new fire and smoke detection system according to the approved design. The new system shall be configured to notify the Pilothouse of an alarm condition then initiate a standard delay of 2 minutes before activating horns, bells and strobes in the passenger areas.

436.4.6 TESTING

The CONTR shall test the newly installed system to the satisfaction of the USCG inspector and OR.

437.1 WEATHER STATION

437.1.1 GENERAL SCOPE

The CONTR shall purchase and install a 05106 R.M. Young Marine Wind Monitor weather station on top of the pilothouse and 06206 Marine Wind Tracker display in the pilothouse. Location of the sensor will be coordinated with the OR. CONTR shall provide all mounting hardware, foundations, etc. for a complete installation.

437.1.2 REFERENCE DRAWINGS

None

437.1.3 INSTALLATIONS

The CONTR shall work with the OR on the location of the model 05106 sensor and install it accordingly. The CONTR shall provide and route cabling from the sensor to distribute it to the Rose Point ECS, radars and the model 06206 remote display.

The CONTR shall work with the OR on the location of the model 06206 remote display. CONTR shall provide all hardware, brackets, foundations, etc. for a complete and secure mounting and hook-up of the display unit.

If work item 410.1 is selected, the CONTR shall mount the model 06206 display according to the approved design.

439.1 CCTV

439.1.1 GENERAL SCOPE

The CONTR shall provide all materials, wiring, hardware, software etc to replace the existing CCTV system with a new Avigilon system to match existing fleet hardware.

439.1.2 REFERENCE DRAWINGS

None

439.1.3 REMOVALS

The CONTR shall remove the existing CCTV cameras, computers, video processing equipment and monitor. The CONTR shall remove any existing wiring for the CCTV system that is not compatible with the new Avigilon hardware.

439.1.4 INSTALLATIONS

The CONTR shall install the new Avigilon cameras in the locations of the previous cameras. If work item 410.1 is selected, the CONTR shall install the new hardware, video processing equipment and monitor in the Pilothouse as per the approved design. If work item 410.1 is not selected, the CONTR shall install the new hardware, video processing equipment and monitor in the same location where equipment was removed.

Avigilon cameras in the main deck and upper deck interior shall be a minimum of 5MP cameras. There are six (6) cameras that need to be at least 5MP. Avigilon cameras in the engine rooms, jet

rooms, crew spaces and non-passenger areas shall be a minimum of 3MP cameras. There are six (6) single cameras and one (1) double camera that need to be at least 3MP.

The CONTR shall install any new cables required by the Avigilon system as needed. New cables to new cameras shall be CAT 6 cables. To the maximum extent possible, new cables shall use existing cableways and cable transits.

439.2 FLIR

439.2.1 GENERAL SCOPE

The CONTR shall design, purchase and install a FLIR camera and associated hardware, cabling, connections, etc to make a full and complete system tied into the Rose Point ECS PC.

439.2.2 REFERENCE DRAWINGS

None

439.2.3 DESIGN

The CONTR shall design a system to add a Teledyne M364C LR FLIR camera to the CCTV system, including, but not limited to, a FLIR camera, video processing hardware and software, equipment mounts, cabling, connections, and any other components required to make a complete and functional system. The CONTR shall submit the design to the OR for review and approval.

439.2.4 INSTALLATION

The CONTR shall purchase and install all equipment and materials for a Teledyne M364C LR FLIR system according to the approved design. To the maximum extent possible, the CONTR shall use existing cableways and cable transits for routing of the cable between equipment.

439.2.5 TESTING

The CONTR shall develop a test plan to demonstrate the functionality of the installed FLIR system and submit to the OR for approval. During dock trials and sea trials, the CONTR shall execute the approved test plan to prove the satisfactory operation of the FLIR system.

440.1 EXTERIOR COMMUNICATIONS

440.1.1 GENERAL SCOPE

The CONTR shall replace the existing VHF radios with three (3) new Standard Horizon Quantum GX6000 DSC VHF radios with separate volume and squelch control knobs, or equal.

440.1.2 REFERENCE DRAWINGS

None

440.1.3 REMOVALS

The CONTR shall remove the existing VHF radios and associate components from the pilothouse. The CONTR shall remove any cabling not compatible with the new radios.

440.1.4 INSTALLATIONS

The CONTR shall purchase and install three (3) new VHF radios as indicated above. The CONTR shall install new cables compatible with the new radios, as required. All three new radios shall be connected to the GPS. If work item 410.1 is not chosen, two new radios shall be installed in the same locations where the existing radios were removed and the third new radio shall be installed in a position accessible from the deckhand's chair and agreed to by the OR. If work item 410.1 is chosen, the new radios shall be installed in the locations shown on the approved drawings.

443.1 SHIPS WHISTLE

443.1.1 GENERAL SCOPE

The CONTR shall inspect the ship's whistle system, including, but not limited to, the horn, AirChime controller and associated components and provide a condition found report to the OR.

443.1.2 REFERENCE DRAWINGS

None

443.1.3 REPAIRS

The CONTR shall repair the ship's whistle system as identified in the condition found report and as agreed to by the OR via the change order process. There are no expected repairs to the ship's whistle system.

443.1.4 RELOCATIONS

If work item 410.1 is selected, the CONTR shall relocate the components of the ship's whistle system as per the approved design.

500 AUXILIARY SYSTEMS

The following specifications and drawings referenced provide for the Auxiliary Systems Modifications required to be performed under this contract:

- 506.1 Vents
- 508.1 Insulation, Piping
- 514.1 HVAC System
- 514.2 Option Pricing: Replace HVAC System
- 520.1 Hull Valves
- 529.1 Bilge and Ballast System
- 530.1 Potable Water System
- 555.1 Fire Suppression System
- 555.2 Fire Extinguishers
- 555.3 Firemain System
- 581.1 Anchor and Chain
- 583.1 Life Raft Certifications
- 583.2 Fire and Safety Plan
- 584.1 Exterior Doors
- 584.2 Interior Doors
- 584.3 Removal Hatches
- 593.1 Black and Grey Water Systems

The CONTR shall perform tightness and operation tests to the approval of the OR and the USCG Inspector of all piping systems to assure that there are no leaks and that the systems operate properly with unobstructed flow (See Section 0.11.8).

506.1 VENTS

506.1.1 GENERAL SCOPE

The CONTR shall remove, clean and inspect all vent check valves and provide a condition found report to the OR.

506.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-506-10	A	Fills, Vents & Soundings A&D
2	8700-533-10	-	Fresh Water System A&D
3	8700-541-10	-	Fuel & Dirty Oil A&D
4	22903-506-01	B	Fills, Vents & Sounding Tubes Diagram
5	22903-513-01	B	Machinery Space Ventilation Diagram

506.1.3 REMOVALS

The CONTR shall identify, tag, and remove all vent check valves. CONTR shall clean and wire brush threaded connections on connecting piping.

506.1.4 INSPECTION

The CONTR shall disassemble, clean and inspect all vent check valves and provide a condition found report to the OR.

506.1.5 REFURBISHMENT/REPLACEMENT

The CONTR shall refurbish all vent check valves by wire brushing internals, cleaning seating surfaces, replacing the ball floats and replacing any other worn parts. For bidding purposes, the CONTR should plan on refurbishing the following inverted vent check valves from Kings Point Machinery, Inc.:

3" Threaded, 6061 Aluminum	3
2-1/2" Threaded, 6061 Aluminum	3
2" Threaded, 6061 Aluminum	1
1-1/2" Threaded, 6061 Aluminum	6

506.1.6 REINSTALLATIONS

The CONTR shall reinstall all vent check valves to their original positions and test for proper operation.

508.1 INSULATION, PIPING

508.1.1 GENERAL SCOPE

The CONTR shall replace all exhaust lagging with new lagging. Exhaust lagging shall be replaced after the main engines and generators have been overhauled, reinstalled, aligned and all services reconnected to the engines.

The CONTR shall replace any pipe insulation disturbed or damaged in the course of completing work on the vessel. No additional insulation work is expected.

508.1.2 REFERENCE DRAWINGS

None

514.1 HVAC SYSTEM

514.1.1 GENERAL SCOPE

The CONTR shall inspect the HVAC system and provide a condition found report to the OR.

The CONTR shall replace all filters in the HVAC system.

The CONTR shall clean the HVAC system condenser, including rodding out the tube interiors.

The CONTR shall clean the HVAC system ducting throughout the vessel.

514.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	87_HVAC PLAN-A	A	HVAC Diagram

514.1.3 REFURBISHMENTS

The CONTR shall repair deficiencies in the HVAC system as identified in the condition found report and as agreed to by the OR via the change order process.

The only expected repairs are the chiller pump refurbishments covered in Work Item 302.1.

514.1.4 START-UP AND TESTING

The CONTR shall develop a start-up procedure for reactivating the HVAC system. The CONTR shall submit the procedure to the OR for approval.

The CONTR shall develop a testing procedure to verify the operation of the HVAC system. The CONTR shall submit the testing procedure to the OR for approval.

The CONTR shall start-up and test the HVAC system per the approved procedures after the vessel has undocked.

514.2 OPTION PRICING: REPLACE HVAC SYSTEM

514.2.1 GENERAL SCOPE

The CONTR shall work with the OR to design a new HVAC system that eliminates the need for the chiller system. CONTR shall submit the new design to the OR for review and approval. The CONTR is encouraged to consider commercial off-the-shelf, residential HVAC equipment, including, but not limited to, air-cooled units with compressors located on the cabin top. The intent is to provide cooling to the ducted ventilation system in the same locations where cooling coils currently exist.

The new HVAC design shall maintain all interior habitable spaces at a minimum temperature of 68° F when ambient outside air conditions are 25° F under all operating conditions. Air conditioning shall be provided to maintain a temperature of 70° F and 75% relative humidity in all interior habitable spaces with ambient outside air temperature of 95° F and 90% relative humidity.

514.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	87_HVAC PLAN-A	A	HVAC Diagram
2	8700-524-10	D	Sea Water Cooling A&D

514.2.3 REMOVALS

The CONTR shall remove the existing chiller in the Machinery Space on the main deck and all associated piping, cabling, controllers, etc. The CONTR shall remove any other portions of the existing HVAC system as required per the approved design.

514.2.4 INSTALLATIONS

The CONTR shall install all new equipment, ducting, refrigerant lines, etc as shown in the approved plan.

514.2.5 START-UP AND TESTING

The CONTR shall develop a start-up procedure for reactivating the HVAC system. The CONTR shall submit the procedure to the OR for approval.

The CONTR shall develop a testing procedure to verify the operation of the HVAC system. The CONTR shall submit the testing procedure to the OR for approval.

The CONTR shall start-up and test the HVAC system per the approved procedures after the vessel has undocked.

520.1 HULL VALVES

520.1.1 GENERAL SCOPE

The CONTR shall remove all hull valves (sea valves and overboard discharges) and prepare for USCG inspection.

520.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-521-10	B	Fire, Bilge & Ballast A&D
2	8700-524-10	D	Sea Water Cooling A&D
3	8700-506-10	A	Fills, Vents & Soundings A&D

520.1.3 REMOVALS

The CONTR shall identify, tag and remove all sea valves and hull overboard discharge valves. CONTR shall replace all valves 3” nominal size and below in kind. All valves above 3” nominal size shall be disassembled, cleaned and inspected and a condition found report given to the OR.

CONTR shall either replace or refurbish the valves 3” and above as dictated by the condition found report. Affected valves include, but are not limited to, the following:

<u>Qty</u>	<u>Valve</u>	<u>Purpose</u>	<u>Location</u>
2	Butterfly, Lugged, 6”, 316 SST w/316 SST Trim and NBR seats and seals	Sea Chest Inlet	Port Engine Room
2	Butterfly, Lugged, 6”, 316 SST w/316 SST Trim and NBR seals	Sea Chest Inlet	Stbd Engine Room
1	Butterfly, Lugged, 2-1/2”, Bronze w/Monel Trim	Sea Chest Inlet	Port Jet Room
1	Butterfly, Lugged, 2-1/2”, Bronze w/Monel Trim	Sea Chest Inlet	Stbd Jet Room
1	Butterfly, Lugged, 4”, Bronze w/Monel Trim	Cooling Overboard	Port Jet Room
1	Butterfly, Lugged, 4”, Bronze w/Monel Trim	Cooling Overboard	Stbd Jet Room
2	Ball Valve, Flanged, 150#, 2-piece, 1”, 316 SST	Sea Chest Vent	Port Engine Room
2	Ball Valve, Flanged, 150#, 2-piece, 1”, 316 SST	Sea Chest Vent	Stbd Engine Room
1	Gate Valve, Threaded, 3/4”, 316 SST	Sea Chest Vent	Port Jet Room
1	Gate Valve, Threaded, 3/4”, 316 SST	Sea Chest Vent	Stbd Jet Room
1	Butterfly, Lugged, 2”, Bronze w/Monel Trim	Bilge Overboard	Port Engine Room
1	Butterfly, Lugged, 2”, Bronze w/Monel Trim	Bilge Overboard	Stbd Engine Room
1	Butterfly, Lugged, 2”, Bronze w/Monel Trim	Firemain Overboard	Port Jet Room
1	Butterfly, Lugged, 2”, Bronze w/Monel Trim	Firemain Overboard	Stbd Jet Room

520.1.4 REFURBISHMENT

Refurbishment of valves shall include, but not be limited to, grinding in globe valves, cleaning and polishing the disc and seat of gate valves and cleaning the seating surfaces of butterfly valves. Clean and wire brush valve internals. Ensure acceptable seat/disc contact by bluing. Replace all gaskets and stem packing.

520.1.5 INSPECTION

The CONTR shall arrange for inspection of all hull valves by USCG and OR. CONTR shall repair any discrepancies found from the inspection to the satisfaction of the USCG inspector and/or the OR.

CONTR shall inspect and replace as necessary all piping spools between the hull valves and the hull penetration.

520.1.6 REINSTALLATION

After successfully completing the inspection process, the CONTR shall reinstall all hull valves to their original positions. CONTR shall ensure any mating flange surfaces on existing piping have been cleaned and wire brushed. Replace all flange gaskets.

520.1.7 TESTING

To the maximum extent possible, CONTR shall test the watertightness of reinstalled valves prior to undocking. CONTR shall test all remote valve operating devices in conjunction with reinstallation of its associated repaired/replaced valve. During undocking, the CONTR shall provide the appropriate technician in each space with hull valves to report and correct any leaks as the drydock is reflooded. CONTR shall take the appropriate action to correct leaks found prior to continuing the undocking process. If returning the vessel to the drydock is required to fix a leaking valve, this will be at the CONTR expense.

529.1 BILGE & BALLAST SYSTEM

529.1.1 GENERAL SCOPE

The CONTR shall remove all aluminum piping in the bilge and ballast system and replace with similar sized 90/10 Class 200 MIL-T-16420K CuNi piping and 90/10 Class 200 NAVSEA 810-1385880 Revision D CuNi fittings.

529.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-521-10	B	Fire, Bilge & Ballast A&D
2	22903-521-01	B	Fire, Bilge & Ballast Diagram

529.1.3 REMOVALS

The CONTR shall remove all aluminum piping and fittings in the bilge and ballast system, except for the overboard discharge penetrations.

529.1.3 REPLACEMENTS

The CONTR shall replace the removed aluminum piping with similar sized 90/10 Class 200 MIL-T-16420K CuNi piping and 90/10 Class 200 NAVSEA 810-1385880 Revision D CuNi fittings. For bidding purposes, the following materials will need to be removed and replaced per Reference 1:

Pipe, 2-1/2", SCH 40, SMLS, 6061-T6 AL	5 ft
Pipe, 2", SCH 40, SMLS, 6061-T6 AL	80 ft
Pipe, 1-1/2", SCH 40, SMLS, 6061-T6 AL	350 ft
Elbow, 2-1/2", 90, SCH 40, BW, 6061-T6 AL	8 ea
Elbow, 2", 90, SCH 40, BW, 6061-T6 AL	16 ea
Elbow, 1-1/2", 90, SCH 40, BW, 6061-T6 AL	40 ea

Elbow, 2", 45, SCH 40, BW, 6061-T6 AL	4 ea
Elbow, 1-1/2", 45, SCH 40, BW, 6061-T6 AL	3 ea
Tee, 2-1/2", SCH 40, BW, 6061-T6 AL	4 ea
Tee, 2", SCH 40, BW, 6061-T6 AL	4 ea
Tee, 1-1/2", SCH 40, BW, 6061-T6 AL	2 ea
Reducer, 2-1/2 x 2, SCH 40, BW, 6061-T6 AL	2 ea
Reducer, 2-1/2 x 1-1/2, SCH 40, BW, 6061-T6 AL	4 ea
Reducer, 2 x 1-1/2, SCH 40, BW, 6061-T6 AL	4 ea
Flange, RF, 2-1/2", 150#, Slip On, 6061	2 ea
Flange, RF, 2", 150#, Slip On, 6061	8 ea
Flange, RF, 1-1/2", 150#, Slip On, 6061	4 ea
Tube, 3" x 1/4" wall, 6061 AL	6 ft

530.1 POTABLE WATER SYSTEM

530.1.1 GENERAL SCOPE

The CONTR shall inspect the potable water system and provide a condition found report to the OR. There are no expected discrepancies in the potable water system.

530.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-533-10	-	Fresh Water System A&D
2	22903-533-01	B	Fresh Water Piping Diagram

530.1.3 REPLACEMENTS

The CONTR shall replace stainless-steel piping as identified in the condition found report and as negotiated with the OR via the change order process. For bidding purposes, the CONTR shall assume the following piping and fittings will need to be replaced:

Pipe, 1-1/4", SCH 40, SMLS, 316 SST	6 ft
Pipe, 1", SCH 40, SMLS, 316 SST	18 ft
Pipe, 3/4", SCH 40, SMLS, 316 SST	15 ft
Pipe, 1/2", SCH 40, SMLS, 316 SST	10 ft
Elbow, 90, 1-1/2", STD, Threaded, 316 SST	4 ea
Elbow, 90, 1", STD, Threaded, 316 SST	3 ea
Elbow, 90, 3/4", STD, Threaded, 316 SST	1 ea
Elbow, 90, 1/2", STD, Threaded, 316 SST	3 ea
Elbow, 45, 1", STD, Threaded, 316 SST	1 ea
Tee, 1-1/2", STD, Threaded, 316 SST	1 ea
Tee, 1-1/4", STD, Threaded, 316 SST	3 ea
Tee, 1", STD, Threaded, 316 SST	2 ea
Tee, 3/4", STD, Threaded, 316 SST	1 ea
Hex Bushing, 1-1/2x1-1/4, Class 150, Threaded, 316 SST	2 ea
Hex Bushing, 1-1/4x1, Class 150, Threaded, 316 SST	3 ea

Hex Bushing, 1-1/4x3/4, Class 150, Threaded, 316 SST	1 ea
Hex Bushing, 1-1/4x1/4, Class 150, Threaded, 316 SST	2 ea
Hex Bushing, 1x3/4, Class 150, Threaded, 316 SST	2 ea
Hex Bushing, 1x1/2, Class 150, Threaded, 316 SST	1 ea
Hex Bushing, 1x1/4, Class 150, Threaded, 316 SST	1 ea
Hex Bushing, 3/4x1/2, Class 150, Threaded, 316 SST	2 ea
Hex Bushing, 3/4x1/4, Class 150, Threaded, 316 SST	1 ea
Nipple, 1-1/4", TBE, SCH 40, 2" LG, 316 SST	10 ea
Nipple, 1-1/4", TBE, SCH 40, Close, 316 SST	4 ea
Nipple, 1", TBE, SCH 40, 2" LG, 316 SST	4 ea
Nipple, 3/4", TBE SCH 40, 2" LG, 316 SST	2 ea
Union, 1-1/4", Class 150, Threaded, 316 SST	5 ea
Union, 1", Class 150, Threaded, 316 SST	2 ea
Union, 3/4", Class 150, Threaded, 316 SST	1 ea

530.1.4 TESTS

The CONTR shall disinfect the system. Following the successful completion of the hydrostatic and operation tests, fill the new potable water and interconnected piping to an isolation point with clean fresh water and let stand for 12 hours. Drain piping after 12 hours and re-fill the system with potable water containing an amount of chlorinating material sufficient to give an initial concentration of not less than 100 ppm by weight of free chlorine. Solutions made up from solid compounds may be used if precautions are taken to prevent entry of solids. All faucets and other outlets shall be opened until the entire system is filled with the chlorine solution. The chlorine solution shall be retained in the system for at least 4 hours while maintaining working pressure in the system. After the 4-hour disinfecting period, representative faucets and test connections shall be opened and samples of the water from the system shall be taken. These samples shall indicate a chlorine residual of at least 50 ppm. Where less than 50 ppm residual is detected, the chlorine strength shall be restored to 100 ppm for another 4-hour disinfection period. Sampling and disinfection shall be repeated until the residual detected is 50 ppm minimum. Flush the subject piping following completion of the disinfection process using potable water until the chlorine taste disappears. Upon successful completion of the disinfection and flushing procedure, a certificate shall be obtained from a licensed or government laboratory attesting water from the system to be safe for human consumption.

555.1 FIRE SUPPRESSION SYSTEM

555.1.1 GENERAL SCOPE

The machinery spaces in each hull are currently protected by separate CO2 flooding systems. The intent is to replace the CO2 systems with a USCG approved Novec 1230 system.

555.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	DS-1003-3	-	Carbon Dioxide Fire Suppression System
2	8700-522-10	-	Engine Room Carbon Dioxide System

555.1.3 DESIGN

The CONTR shall design Novec 1230 fire suppression systems to replace the existing CO2 flooding systems in the machinery spaces in each hull. The new systems shall be independent to each hull without a cross-over between the systems. CONTR shall submit the design and operating manuals of the systems, including all alarms and manual and automatic activation devices, to the OR for review and approval. CONTR shall submit the design and any necessary calculations to USCG for approval.

555.1.3 RIPOUTS

After receiving approval of the Novec 1230 system design, CONTR shall remove the existing CO2 system in its entirety.

555.1.4 INSTALLATIONS

The CONTR shall provide and install new Novec 1230 systems in each hull in accordance with the approved USCG design.

555.1.5 TESTING

The CONTR shall develop a test procedure for verifying the operation of the new Novec 1230 systems, including, but not limited to, any activation systems, alarm systems, time delays and space coverage. CONTR shall obtain approval from the OR and USCG for the test procedure. CONTR shall test the new Novec 1230 systems to the satisfaction of the USCG and the OR in accordance with the approved test procedure.

555.2 FIRE EXTINGUISHERS

555.2.1 GENERAL SCOPE

The CONTR shall inspect all portable fire extinguishers on the vessel and provide a condition found report to the OR. The CONTR shall replace or recharge all fire extinguishers found to be with a low charge or otherwise due for replacement or servicing. Fire extinguishers were serviced in 2021 and are not expected to require replacement or recharging until 2022.

555.2.2 REFERENCE DRAWINGS

None

555.3 FIREMAIN SYSTEM

555.3.1 GENERAL SCOPE

The CONTR shall inspect the firemain system and provide a condition found report to the OR.

529.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-521-10	B	Fire, Bilge & Ballast A&D
2	22903-521-01	B	Fire, Bilge & Ballast Diagram

529.1.3 REFURBISHMENT

The only expected discrepancy is that the 2” threaded gate valve connecting the port fire/bilge pump to the firemain piping system is not fully closing. For bid purposes, replace the 2” threaded gate valve at the port fire/bilge pump discharge.

529.1.3 REPLACEMENTS

The CONTR shall replace galvanized piping as identified in the condition found report and as negotiated with the OR via the change order process. For bid purposes, the following materials will need to be removed and replaced in kind:

Pipe, 2”, SCH 40, A106, Galvanized	84 ft
Pipe, 1-1/2”, SCH 40, A106, Galvanized	50 ft
Elbow, 90, 2”, ASTM A197, Threaded, Galvanized	5 ea
Elbow, 45, 2”, ASTM A197, Threaded, Galvanized	3 ea
Elbow, 90, 1-1/2”, ASTM A197, Threaded, Galvanized	8 ea
Elbow, 45, 1-1/2”, ASTM A197, Threaded, Galvanized	7 ea
Tee, 2”, ASTM A197, Threaded, Galvanized	4 ea
Reducer, 2x1-1/2, ASTM A197, Threaded, Galvanized	4 ea

The CONTR shall replace the fiberglass box at Fire Station #5.

581.1 ANCHOR AND CHAIN

581.1.1 GENERAL SCOPE

The CONTR shall lower the anchor and chain to the drydock floor. CONTR shall range the anchor chain, high pressure wash and take anchor chain thickness measurements. CONTR shall provide a condition found report to the OR.

581.1.2 REFERENCE DRAWINGS

None

581.1.3 REPLACEMENTS

The CONTR shall replace the anchor line (300 feet) and shackles (4) to make a complete anchoring configuration from anchor to chain to line.

581.1.4 INSTALLATION

The CONTR shall reinstall the anchor, chain and line on the vessel according to the revised bow plan to accommodate bow loading of passengers. See Section 160.1.

583.1 LIFE RAFT CERTIFICATIONS

583.1.1 GENERAL SCOPE

The CONTR shall check the certification date on the life rafts and submit a condition found report to the OR.

583.1.2 REFERENCE DRAWINGS

None

583.1.3 RECERTIFICATION

The CONTR shall coordinate with the OR on the recertification of any life rafts requiring reinspection. Any life rafts requiring recertification will be swapped out with spares provided by the OR.

583.1.4 REMOVALS/REINSTALLATIONS

The CONTR shall provide labor, crane services and temporary storage as required for removal of the life rafts for either recertification or to accomplish paint work on the vessel. The CONTR shall provide labor and crane services for reinstallation of the life rafts after completion of all work in way of the life raft storage locations.

583.2 FIRE AND SAFETY PLAN/EMERGENCY EVACUATION PLAN

583.2.1 GENERAL SCOPE

The CONTR shall update the Fire and Safety Plan and Emergency Evacuation Plan to the as-installed condition at the end of the overhaul period. CONTR shall submit the Fire and Safety Plan to the USCG for approval.

583.2.2 REFERENCE DRAWINGS

1. Fire and Safety Plan (No drawing number assigned)
2. Emergency Evacuation Plan/Lifesaving Equipment Plan (No drawing number assigned)

583.2.3 DRAWINGS

The CONTR shall provide sufficient hard copies of the Fire and Safety Plan to the OR for installation on board the vessel. The CONTR shall provide digital copies of the Fire and Safety Plan in both AutoCAD 2018 and PDF format. The existing Fire and Safety Plan and Emergency Evacuation Plan on board the vessel will need to be reconstructed in AutoCAD format for updating and future use.

584.1 EXTERIOR DOORS

584.1.1 GENERAL SCOPE

The CONTR shall remove, blast to bare metal, repaint and reinstall all exterior doors.

584.1.2 REFERENCE DRAWINGS

None

584.1.3 REMOVALS

The CONTR shall identify, tag and remove all exterior doors. For bid purposes, the CONTR shall remove fifteen (15) doors (seven single doors and four double doors).

584.1.4 REFURBISHMENT

The CONTR shall remove all hardware from the doors and save for reinstallation. CONTR shall replace any broken hardware. For bid purposes, CONTR shall replace all door hinges.

The CONTR shall remove all paint and coatings from the doors down to bare metal. CONTR shall repaint doors to match the superstructure exterior color in accordance with the paint manufacturer's approved process.

The CONTR shall reinstall all hardware on the doors.

The CONTR shall replace all weathertight seals on the doors.

584.1.5 REINSTALLATION

The CONTR shall reinstall all exterior doors back in their original location. See work item 160.1 for new bow doors for the bow loading modification.

584.1.6 TESTING

The CONTR shall develop a test procedure to ensure the weathertight/watertight integrity of all exterior doors. The CONTR shall submit the test plan to the OR and USCG for approval.

The CONTR shall develop a test procedure to verify the closing operations of the exterior doors at the applicable level of heel according to the CFR. The CONTR shall submit the test plan to the OR and USCG for approval.

After all exterior doors have been reinstalled, the CONTR shall leak test all exterior doors according to the approved test plan. Leak test shall be witnessed by the USCG and OR. CONTR shall remedy any deficiencies found during the test to the satisfaction of the OR and USCG.

During dock trials or sea trials, the CONTR shall test the door closing capabilities in accordance with the approved test plan. Closing test shall be witnessed by the OR and USCG. CONTR shall remedy any deficiencies found during the test to the satisfaction of the OR and USCG.

584.2 INTERIOR DOORS

584.2.1 GENERAL SCOPE

The CONTR shall remove, clean to bare metal, repaint and reinstall all interior doors.

584.2.2 REFERENCE DRAWINGS

None

584.2.3 REMOVALS

The CONTR shall identify, tag and remove all interior doors. For bid purposes, the CONTR shall remove eleven (11) interior doors.

584.2.4 REFURBISHMENT

The CONTR shall remove all hardware from the doors and save for reinstallation. CONTR shall replace any broken hardware. For bid purposes, the CONTR shall replace all hinges.

The CONTR shall remove all paint and coatings from the doors down to bare metal. CONTR shall repaint doors to match the interior color scheme in accordance with the paint manufacturer's approved process.

The CONTR shall reinstall all hardware on the doors.

584.2.5 REINSTALLATION

The CONTR shall reinstall all interior doors back in their original location.

584.3 REMOVAL HATCHES

584.3.1 GENERAL SCOPE

The CONTR shall remove, blast to bare metal, repaint and reinstall four (4) equipment removal hatches. See work item 131.1 for repairs to the removal hatches as well.

584.3.2 REFERENCE DRAWINGS

None

584.3.3 REMOVALS

The CONTR shall remove all four (4) equipment removal hatches in conjunction with work items 233.1 and 311.1. The CONTR shall remove and retain insulation and sheathing on the

underside of the removal hatches for reinstallation. The CONTR shall replace any insulation and sheathing damaged during removal at CONTR expense.

584.3.4 REFURBISHMENT

The CONTR shall remove all paint and coatings from the hatches down to bare metal. CONTR shall repaint hatches to match the main deck exterior paint and non-skid scheme in accordance with the paint manufacturer’s approved process. The CONTR can repaint the hatches after reinstallation and in conjunction with repainting and non-skidding the main deck.

584.3.5 REINSTALLATION

The CONTR shall reinstall all removal hatches back in their original locations. CONTR shall replace all watertight gaskets and securing hardware on the hatches. See work item 131.1 for gasket and hardware quantities.

The CONTR shall reseal the hatches with paintable, weatherproof caulking after testing.

The CONTR shall reinstall the removed insulation and sheathing after testing.

584.3.6 TESTING

The CONTR shall develop a test procedure to ensure the watertight integrity of all removal hatches. The CONTR shall submit the test plan to the OR and USCG for approval.

After the removal hatches have been reinstalled and prior to caulking, the CONTR shall leak test the removal hatches according to the approved test plan. Leak test shall be witnessed by the USCG and OR. CONTR shall remedy any deficiencies found during the test to the satisfaction of the OR and USCG.

593.1 BLACK & GREY WATER SYSTEMS

593.1.1 GENERAL SCOPE

The CONTR shall replace all aluminum pipe and fittings in the black and grey water system with CPVC pipe and fittings, except for hull penetrations and deck drains.

593.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-528-10	-	Grey/Black Water Drains A&D
2	22903-528-01	B	Grey and Black Water Diagram

593.1.3 REMOVALS

The CONTR shall remove all existing aluminum piping and fittings in the black and grey water system throughout the vessel, except for the overboard discharge hull connections and compartment deck drains.

593.1.4 REPLACEMENTS

The CONTR shall replace the removed aluminum piping and fittings with similar sized CPVC piping and fittings. The CPVC piping shall be USCG approved for use in this application on this vessel. See 46 CFR 56.60-25 and IMO Resolution A.753(18). For bidding purposes, the following materials will need to be removed and replaced per Reference 1:

Pipe, 4", SCH 40, 6061-T6 AL	45 ft
Pipe, 2-1/2", SCH 40, 6061-T6 AL	24 ft
Pipe, 2", SCH 40, 6061-T6, AL	72 ft
Pipe, 1-1/2", SCH 40, 6061-T6, AL	24 ft
Pipe, 1", SCH 40, 6061-T6, AL	12 ft
Elbow, 90, 2-1/2", 6061-T6, AL, BW	3 ea
Elbow, 90, 2", 6061-T6, AL, BW	8 ea
Elbow, 90, 1-1/2", 6061-T6, AL, BW	24 ea
Elbow, 90, 1", 6061-T6, AL, BW	3 ea
Elbow, 45, 4", 6061-T6, AL, BW	5 ea
Elbow, 45, 1-1/2", 6061-T6, AL, BW	12 ea
Return Bend, 180, 1", SCH 40, 6061-T6 AL, BW	1 ea
Flange, 4", RF, Slip-on, 150#, 6061 AL	7 ea
Flange, 2-1/2", RF, Slip-on, 150#, 6061 AL	1 ea
Flange, 2", RF, Slip-on, 150#, 6061 AL	7 ea
Flange, 4", Blind, 6061 AL	1 ea
Flange, 2-1/2", Blind, 6061 AL	1 ea
Flange, 2", Blind, 6061 AL	5 ea
Reducer, 2x1-1/2", SCH 40, AL, BW	2 ea

600 OUTFITTING

The following specifications and drawings referenced provide for the Outfitting Modifications required to be performed under this contract:

- 601.1 Passenger Seating
- 601.2 ADA Seating
- 602.1 Labels and Markings
- 603.1 Hull Markings
- 611.1 Bike Storage Modifications
- 612.1 Aft Upper Deck Railing Panels
- 621.1 Joiner Paneling
- 625.1 Superstructure Windows
- 625.2 Window Washer System
- 631.1 Paint and Coatings
- 631.2 Graphics
- 631.3 Vessel Nameboards
- 633.1 Cathodic Protection, Anodes
- 634.1 Replace Carpeting
- 635.1 Insulation
- 637.1 Ceiling Tiles
- 650.1 Food Service Area Conversion
- 699.1 Bridge Wing Control Cover

601.1 PASSENGER SEATING

601.1.1 GENERAL SCOPE

The CONTR shall replace all existing single occupancy seats on the interior and exterior of the vessel with UES seats or approved equivalent to match the current Kitsap Transit fleet standard.

The CONTR shall reupholster all bench and booth seats in a fabric approved by the OR to match the new single occupancy seats. Materials used to reupholster the bench and booth seats shall meet the requirements of 46 CFR 116.423 to the satisfaction of the OR and OCMI.

601.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-010-001	-	General Arrangement

601.1.3 RIPOUTS

The CONTR shall remove all single occupancy seats on the interior and exterior of the vessel. Per Reference 1, this should be 204 interior seats and 21 exterior seats. CONTR to verify.

601.1.4 INSTALLATIONS

The CONTR shall purchase and install new UES brand single occupancy seats, or an approved equivalent, to match the current Kitsap Transit fleet standard. CONTR shall coordinate with the OR on color options for new seating.

The CONTR shall reupholster or replace cushions on the bench and booth seating in a material to match the new single occupancy seats as approved by the OR. There are sixteen (16) booth seating areas comprised of thirty-two (32) bench seats.

Exterior seating shall not be installed until after completion of painting and non-skidding of the deck surfaces.

The CONTR shall follow current accessibility guidelines for passenger vessels.

601.2 ADA SEATING

601.2.1 GENERAL SCOPE

The CONTR shall refurbish the one (1) ADA seating tie down location with new hardware and install new tie down hardware in the other four (4) designated locations.

601.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-010-001	-	General Arrangement
2	0173-010-002	-	ADA Plan of Main Deck

601.2.3 RIPOUTS

The CONTR shall remove existing ADA tie down hardware. The existing hardware is a set of four (4) connection points from Q'STRAIT.

601.2.4 INSTALLATIONS

The CONTR shall purchase and install new hardware for five (5) locations to be able to secure wheelchairs during transits.

The CONTR shall follow current accessibility guidelines for passenger vessels.

602.1 LABELS AND MARKINGS

602.1.1 GENERAL SCOPE

CONTR is responsible for providing labels for any valves, cabling or equipment added or refurbished in the scope of this overhaul.

602.1.2 REFERENCE DRAWINGS

None

602.1.3 VALVES

The CONTR shall provide and install brass or high-quality engraved plastic label plates (to approval of the OR) on relocated, refurbished or added valves or on structure immediately adjacent to the valves. Letters shall be at least 3/8" in height.

602.1.5 ELECTRICAL

The CONTR shall provide and install nameplates on new, refurbished or relocated electrical equipment selected to conform to the size, type, and prominence of the particular equipment to be marked. Nominal size of cabinet nameplates shall be 1-1/2"x 5". Equipment nameplates shall be 1"x 3".

All control devices (switches, rheostats, circuit breakers, etc.) shall be properly marked. Cabinets, panel boards, and conductors (where required) shall be properly marked. All relocated or added equipment shall have labels affixed to wiring close to the unit labels which will conform to labeling on the Contract Drawings. Color Codes shall be as designated on the Referenced OWNER Label Plate List.

603.1 HULL MARKING

603.1.1 GENERAL SCOPE

The CONTR shall add hull markings on the vessel's transom with the vessel's home port of BREMERTON, WA.

603.1.2 REFERENCE DRAWINGS

None

603.1.3 RIPOUTS

See work item 100.1 for removal of the existing vessel hailing port.

603.1.4 INSTALLATIONS

The CONTR shall cut hailing port letters from 1/8" aluminum plate. Size and style of lettering will be coordinated with the OR. The lettering shall be welded continuously in the location approved by the OR.

Hailing port shall be installed after the existing paint has been removed and prior to coating with the new paint system, other than a weldable primer.

See work item 631.1 for coatings on the lettering.

611.1 BIKE STORAGE MODIFICATIONS

611.1.1 GENERAL SCOPE

The CONTR shall design bike racks and an arrangement to accommodate a total of twenty five (25) bicycles, 50% of which should be able to accommodate fat tire bicycles. The current arrangement can accommodate ten (10) bikes on the aft main deck exterior. The CONTR shall submit the design to the OR and USCG for review and approval.

611.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing Number</u>	<u>Rev</u>	<u>Title</u>
1	8700-010-001	-	General Arrangement

611.1.3 INSTALLATIONS

The CONTR shall fabricate/purchase and install the new bike racks per the approved plan.

612.1 AFT UPPER DECK RAILING PANELS

612.1.1 GENERAL SCOPE

The expanded metal panels in the aft port and starboard corners of the upper deck railing require replacement.

612.1.2 REFERENCE DRAWINGS

None

612.1.3 REMOVALS

The CONTR shall remove all expanded metal panels in the aft upper deck railings,

612.1.4 REFURBISHMENTS

The CONTR shall remove all paint and coatings from the expanded metal panels. The CONTR shall build new expanded metal panels for the aft corners, using the removed panels as templates. The CONTR shall paint all expanded metal panels white per the coating manufacturer's approved process.

612.1.5 REINSTALLATION

The CONTR shall reinstall all expanded metal panels in the aft upper deck railing using new hardware.

621.1 JOINER PANELING

621.1.1 GENERAL SCOPE

The CONTR shall inspect interior joiner paneling and provide a condition found report to the OR. The CONTR shall replace all damaged panels with new panels of a color to be approved by the OR. Approximately twenty-seven (27) panels have been identified for replacement. CONTR to verify quantity.

621.1.2 REFERENCE DRAWINGS

None

621.1.3 REMOVALS

The CONTR shall remove damaged soft core joiner panels. Specific areas of concern include:

- 01 Deck Washrooms – Panels around water closets (approximately 6 panels between 2 washrooms)
- Main Deck Passenger Space – Panels around entry doors (approximately 10 panels)
- Main Deck Passenger Space – Port side at Frame 8 (approximately 2 panels)
- Main Deck Washrooms – Panels around water closets (approximately 9 panels between 3 washrooms)

621.1.4 INSTALLATIONS

The CONTR shall replace all damaged joiner panels in kind, with the exception of the washroom panels. The washroom panels shall be replaced with stainless steel sheathed joiner panels. All other replacement panels shall be of a color to match the existing panels and shall be approved by the OR.

The CONTR shall assess thermal insulation behind removed panels for replacement prior to installing new joiner panels. For bidding purposes, assume 14 areas of 8’x4’x1-1/2” thermal insulation with vapor barrier will require replacement.

625.1 SUPERSTRUCTURE WINDOWS

625.1.1 GENERAL SCOPE

The CONTR shall remove and inspect all existing windows on the vessel and provide a condition found report to the OR. The CONTR shall clean all mating surfaces, straighten the window opening edges, install new gaskets and reinstall the windows.

625.1.2 REFERENCE DRAWINGS

None

625.1.3 RIPOUTS

The CONTR shall identify, mark and remove all exterior windows, including the Pilothouse windows. CONTR shall inspect each window and window opening for defects and provide a condition found report to the OR. There are a total of sixty-seven (67) windows to remove, refurbish and reinstall.

625.1.4 REFURBISHMENT

The CONTR shall clean each window opening of paint and debris and straighten any bent or deformed edges.

The CONTR shall clean the mating surface on the window frame and fix any deformed edges. CONTR shall replace any missing or defective hardware on the windows.

CONTR shall provide replacement windows at CONTR expense for any windows broken or damaged beyond repair during removal or refurbishment.

625.1.5 REINSTALLATION

CONTR shall reinstall all windows in the same location they were removed. The CONTR shall use new gaskets/sealing material and hardware during installation. Marine silicone sealant shall be used on the outside and inside to seal the window to the shell and dampen any vibration contact between the two. Color of sealant shall match respective interior/exterior.

Replace all fasteners with common style (torx or hex screws). Replace approximately 1,650 fasteners. Replace approximately 850' of window gaskets.

625.1.6 TESTING

The CONTR shall develop a testing procedure using a spray hose to verify the weathertight integrity of each window and submit to the OR and USCG for approval.

The CONTR shall perform the approved testing procedure on each window in the presence of the OR and USCG. The CONTR shall resolve any discrepancies found during the testing process to the satisfaction of the OR and USCG.

625.2 WINDOW WASHERS

625.2.1 GENERAL SCOPE

The CONTR shall inspect the window wash, wipers and wiper controller and provide a condition found report to the OR. The CONTR shall repair the window wash, wipers and wiper controller system according to the condition found report and as agreed to by the OR via the change order process. There are no expected repairs needed to the window wiper/washer system.

625.2.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	22903-533-01	B	Fresh Water Piping Diagram
2	8700-533-10	-	Fresh Water System A&D

625.2.3 RELOCATIONS

If work either of work items 410.1 or 410.2 are selected, the CONTR shall relocate the components of the windshield wiper/washer control system as per the approved design. If neither option is selected, the CONTR shall relocate the wiper/washer control system to a location more easily reachable by both bridge team members and as agreed to by the OR.

631.1 PAINT AND COATINGS

631.1.1 GENERAL SCOPE

The CONTR shall renew paint and coatings to all exterior surfaces of the vessel. It is the responsibility of the CONTR to determine vessel square footage for all surfaces to be coated.

Exterior decks shall have nonskid finishes.

Thru-hulls and sea chests shall be considered as part of the underwater body for purposes of coatings.

The CONTR must provide a Schedule of Coatings that includes surface preparation standards and material data sheets for OR review and written approval.

The CONTR shall take care not to paint over, permanently cover, or seal the soft patch bolts of new or existing soft patches.

631.1.2 REFERENCES

None

631.1.3 REMOVALS

The CONTR shall blast the entire vessel down to bare metal. To prevent damage of machinery and equipment, blasting shall occur when all ripouts outlined in this specification have been performed, as practicable.

631.1.4 PREPARATION

Generally, the CONTR shall adhere to SSPC-SP10 for surface preparations. There may be instances where less preparation will be acceptable. In these instances, the CONTR shall submit a request with justification to the OR for reduction in surface preparation standards. In all cases, CONTR is responsible for satisfactory application of coatings.

The CONTR shall record the location of the existing boot top, draft marks and any other special markings on the vessel to preserve for re-application.

To prepare for applying non-skid coating, the CONTR shall:

1. Fresh water pressure wash, 3000 psi to clean surface
2. Grit blast to bare metal with aluminum oxide to manufacturer’s required micron profile, SP10
3. Fresh water wash and blow down to dry surface, as per manufacturer’s requirements

631.1.5 APPLICATION OF PAINTS & COATINGS

The CONTR shall apply all coating in accordance with the practices recommended by the coating manufacturer pertaining to cure time between coats, DFT, surface preparations, air temperature, aluminum temperature, relative humidity, and direct sunlight. All paints and coatings shall be mixed and applied in strict accordance with the manufacturer’s recommendations.

Paints and coatings shall be applied only under temperature and atmospheric conditions favorable to drying and which preclude condensation on surfaces to be coated. The CONTR shall keep a record of pertinent “environmental stats” during painting evolutions and provide this record to the OR and/or the paint Manufacturer’s Tech Rep upon request. All coatings applied to bare metal shall be applied within the manufacturers required time limits from completion of surface preparation.

Spray equipment, if used, shall be suitable for the material applied and shall be fitted with all necessary traps, separators, mechanical agitators, pressure gauges and regulators. Air caps, nozzles, needles and operating pressures shall be as recommended by the paint and spray equipment manufacturers. Coatings are only to be thinned with solvent as specifically approved by the Paint Manufacturer.

631.1.6 PAINT SCHEME

The CONTR shall apply coatings according to the paint scheme provided by Kitsap Transit. The paint scheme and any exceptions are outlined in Table 631.1a below. Estimated paint areas are shown in Table 631.1b below.

Table 631.1a: Exterior paint scheme

LOCATION	COLOR
Below boot stripe	Black Anti-fouling
Boot stripe	Black Anti-fouling
Boot stripe to main deck edge, including guard	White w/Green wave
Above main deck	White
Pilothouse	Orange
Vessel name on transom and bow	White
Vessel hailing port on transom	White

Draft Marks	White
All other hand rails and safety rails	White
Decks, house top and pilothouse top	Grey/non-skid

Table 631.1b: Exterior paint areas estimate

LOCATION	AREA
Hull below waterline	3,200 ft ²
Hull, waterline to Main Deck	6,400 ft ²
Superstructure sides	3,700 ft ²
Main Deck	1,467 ft ²
Upper Deck	532 ft ²
House Top	1,812 ft ²
Pilothouse Top	638 ft ²

631.1.7 COATINGS SCHEME

The CONTR shall coat the following locations with non-skid:

- All exterior decks. Leave a 3” gutter around the perimeter of each deck.
- Paths on House Top and Pilothouse roof for crew access to topside equipment
- Brow forward of the Pilothouse for crew access to clean Pilothouse windows

Once surfaces are prepared, non-skid shall be applied within the timeline stipulated by the manufacturer.

631.1.8 QUALITY ASSURANCE

The CONTR shall consult with a Technical Representative of the paint manufacturer to the degree required by the CONTR and manufacturer to ascertain that the warranties on all major coating applications are enforceable. CONTR shall uphold a 12-month warranty on all coatings which it applies.

Acceptance of coatings shall be by the OR as areas are presented for inspection. Acceptance by the OR does not waive the CONTR’s responsibility for quality control.

All painting shall be done in a workmanlike manner, and the applied coatings shall be free of holidays, pinholes, bubbles, and runs. All coats shall be applied to produce a film of uniform thickness. Edges, corners, seams, joints, welds, and other surface irregularities shall receive special attention to ensure adequate thickness of coating. The DFT and integrity of the applied coatings shall be verified by the use of an approved and calibrated DFT gauge.

631.2 GRAPHICS

631.2.1 GENERAL SCOPE

The CONTR shall coordinate with the OR for the application of Kitsap Transit branding graphics to the superstructure. All Kitsap Transit graphics will be painted in accordance with the OWNER's color scheme.

631.2.2 REFERENCE DRAWINGS

None

631.3 VESSEL NAMEBOARDS

631.3.1 GENERAL SCOPE

The CONTR shall remove, refurbish and reinstall the existing wooden name boards on the port and starboard bridge wings.

613.3.2 REFERENCE DRAWINGS

None

613.3.3 REMOVALS

The CONTR shall remove the existing SOLANO wooden name boards from the port and starboard bridge wings prior to removing the existing superstructure paint coatings.

613.3.4 REFURBISHMENT

The CONTR shall strip down the existing coatings on the name boards and sand the sub-surface to a smooth, clean finish. The CONTR shall repaint the letters in flat black. The CONTR shall varnish the name boards with a system approved by the OR.

613.3.5 INSTALLATION

The CONTR shall reinstall the name boards in the same locations they were removed from using new hardware. The installation shall occur after the completion of the new superstructure coatings. See work item 631.1.

633.1 CATHODIC PROTECTION, ANODES

633.1.1 GENERAL SCOPE

The CONTR shall mark the locations and sizes of existing anodes in conjunction with the hull wash down. The CONTR shall remove all anodes and replace with matching sized new anodes.

633.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	8700-010-012	A	Cathodic Protection Arrangement

633.1.3 REMOVALS

The CONTR shall mark the locations and sizes of existing anodes in conjunction with the hull wash down. The CONTR shall remove all anodes prior to removing the hull coating system.

633.1.4 INSTALLATIONS

The CONTR shall purchase and install new anodes in the locations marked during the removal process. If welded, new anodes shall be installed prior to replacing the hull coatings. Anodes to be protected during the coating process. If bolted, bolting studs shall be welded to the hull prior to replacing the hull coatings. Bolted anode installation shall be after final top coat. For bidding purposes, the CONTR shall provide and install the following anodes:

<u>Style</u>	<u>Qty</u>
ZTS-5 Teardrop, bolt on	4
ZSS-12 Bar w/strap, bolt on	4
ZSS-24 Bar w/strap, bolt on	2
ZSS-25 Bar w/strap, bolt on	8

See work item 245.1 for zinc replacements for the jet drives.

634.1 REPLACE CARPETING

634.1.1 GENERAL SCOPE

The CONTR shall remove all carpeting and carpet padding in the passenger areas on the main deck and upper deck and replace it with the appropriately rated carpet for use on a USCG inspected vessel. See 46 CFR 116.423 and 46 CFR 116.425.

634.1.2 REFERENCE DRAWINGS

None

634.1.3 REMOVALS

The CONTR shall remove and dispose of all carpeting and carpet padding in the passenger areas on the Main Deck and Upper Deck.

634.1.4 INSTALLATIONS

The CONTR shall install new carpeting and carpet padding (if applicable) to replace the removed carpeting. Carpet shall be of a style and color as approved by the OR. Current carpet is

Forbo Flooring Flotex Modular. Total carpeted area is estimated to be approximately 4,050 square feet. CONTR to verify.

635.1 INSULATION

635.1.1 GENERAL SCOPE

The CONTR shall inspect insulation exposed during replacement of joiner and ceiling panels and provide a condition found report to the OR. The CONTR shall replace missing or damaged insulation as identified in the condition found report and as agreed to by the OR via the change order process. See work item 621.1 for estimated quantities to be replaced.

635.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	22903-583-01	A	Structural Fire Protection

637.1 CEILINGS

637.1.1 GENERAL SCOPE

The CONTR shall inspect all ceiling panels throughout the vessel and provide a condition found report to the OR. The CONTR shall replace damaged panels as identified in the condition found report and as agreed to by the OR. For bidding purposes, the CONTR shall replace fifteen (15) ceiling panels and provide ten (10) spare panels.

637.1.2 REFERENCE DRAWINGS

None

637.1.3 RIPOUTS

The CONTR shall remove and dispose of all damaged panels as approved by the OR.

637.1.3 INSTALLATIONS

The CONTR shall purchase and install new ceiling panels in locations where damage panels were removed. New ceiling panel color shall match the existing ceiling panel color.

Ten additional panels shall be provided to the OWNER for use as vessel spares.

650.1 FOOD SERVICE AREA CONVERSION

650.1.1 GENERAL SCOPE

There is a Snack Bar located in the Main Deck Passenger Area that will not be used by Kitsap Transit. The CONTR shall design a crew area consisting of two (2) desks, four (4) chairs and a first aid station for approval by the OR. The CONTR shall remove all snack bar equipment and

furnishings not being used in the new crew area plan. The CONTR shall purchase and install all furnishings and fixtures for the approved crew area design.

650.1.2 REFERENCE DRAWINGS

None

650.1.3 DESIGN

The CONTR shall design a new crew area in the space currently occupied by the snack bar. No new bulkheads will be required by the design. It is not intended to be a private office. The CONTR shall submit the design to the OR in AutoCAD 2018 and PDF format for review and approval.

650.1.4 REMOVALS

The CONTR shall remove all existing snack bar furniture, cabinets, accessories, appliances, and equipment not intended to be reused in the new crew area design.

650.1.5 INSTALLATIONS

The CONTR shall purchase and install all furniture, fittings and fixtures according to the approved crew area design.

699.1 BRIDGE WING CONTROL STATION COVERS

699.1.1 GENERAL SCOPE

The CONTR shall design a one-piece bridge wing control station cover to simplify the existing design and submit the design to the OR for review and approval. The design can either be a hinged cover that is opened to access the controls or a fixed plexiglass cover with an opening in the end for access to the controls. See M/V WATERMAN for a fixed cover design acceptable to the OWNER. The CONTR shall remove the existing covers and fabricate and install the new covers according to the approved design.

699.1.2 REFERENCE DRAWINGS

None

699.1.3 REMOVALS

The CONTR shall remove the two (2) existing bridge wing control station covers in their entirety.

699.1.4 INSTALLATIONS

The CONTR shall fabricate and install two (2) new single-piece bridge wing control station covers per the approved design. Covers shall provide weathertight protection to the bridge wing controls and be easy to operate.

800 GENERAL

The following specifications provide instruction for the integration and engineering actions required to be performed under this contract:

- 803.1 Drawings
- 803.2 As-Built Drawings
- 803.3 Display Drawings
- 834.1 Computer Programs
- 853.1 Critical Spares List
- 856.1 Technical Manuals

803.1 DRAWINGS

803.1.1 GENERAL SCOPE

The CONTR is responsible for developing any drawing packages required for OR approval, USCG approval or for internal production needs. Specific work items requiring design work include, but are not limited to, the following:

- 160.1 Bow Loading Design and Installation
- 410.1 Option Pricing: Pilothouse Full Redesign
- 410.2 Option Pricing: Pilothouse Center Console Design
- 436.1 Door Hold Back System
- 436.3 Option 1: Replace Fire Alarm System Alarm Panel
- 436.4 Option 2: Replace Fire Alarm System
- 439.2 FLIR
- 555.1 Fire Suppression System
- 611.1 Bike Storage Modifications
- 631.1 Paint and Coatings
- 650.1 Food Service Area Conversion

803.1.2 REFERENCE DRAWINGS

None

803.1.3 DRAWING FORMAT

All drawings developed by the CONTR shall be delivered to the OR in AutoCAD 2018 and PDF electronic formats and an 11" x 17" check print.

803.2 AS-BUILT DRAWINGS

803.2.1 GENERAL SCOPE

The CONTR shall update all drawings developed for this overhaul to provide accurate As-Built Drawings that reflect all work done under these Specifications.

The CONTR shall update the Reference Drawings for all modified systems to the as-built condition.

803.2.2 REFERENCE DRAWINGS

None

803.2.3 CONTR RESPONSIBILITIES

The CONTR shall red-line the drawings throughout the repair process to document any deviations from the original drawings. As work is completed on the systems covered by the drawings, the red-line mark ups shall be incorporated into as-built drawings. All as-built drawings shall be clearly marked “As-Built” in the title block. CONTR shall complete the as-built drawings within 14 days of Final Acceptance. The OWNER is to receive both .dwg and .pdf file formats of drawings.

803.3 DISPLAY DRAWINGS

803.3.1 GENERAL SCOPE

The CONTR shall frame and mount specific safety drawings for display on the vessel.

803.3.2 REFERENCE DRAWINGS

1. Fire and Safety Plan (No drawing number assigned)
2. Emergency Evacuation Plan/Lifesaving Equipment Plan (No drawing number assigned)

803.3.3 REQUIREMENTS FOR DISPLAY DRAWINGS

The CONTR shall provide 24”x 36” D-size, non-fading positive prints of the Referenced Drawings, which shall be mounted in the locations as required by the USCG on board the vessel.

Any additional plans required by the USCG for issuance of the COI will be provided by the OR. The CONTR shall mount the drawings prior to delivery of the vessel to the OWNER. The Shipyard shall mount all drawings in anodized aluminum, or stainless steel frames with clear plastic covers.

Additionally, the CONTR shall provide and place onboard hard copies of all plans and documents required by regulatory agencies.

Prior to delivery, The CONTR shall provide a Stability Letter in accordance with 46 CFR 170.120. The final locations of all mounted plans and documents shall be subject to OR approval.

See work item 583.2 for update requirements to the Reference Drawings.

834.1 COMPUTER PROGRAMS

Where equipment or systems are programmed for use on this vessel such as may be used in monitoring systems, PLC's, door locks, etc., the OWNER shall be provided with the specific program as installed on the vessel. Such licensed programs shall allow for viewing, modification, updating and troubleshooting.

The OWNER shall be the licensed owner/registered user of all programs provided. The OWNER shall be provided with all data link cables for connection between the equipment and the item of electronics. Where the connection ports for the data links are not readily accessible the item shall be provided with a remote data link port in a logically located place.

853.1 CRITICAL SPARES LIST

The CONTR shall compile a list of critical spares, as recommended by OEMs. Spares shall be identified for all components that, if they failed, would take the vessel out of service. This includes, but is not limited to:

- Driveline equipment
- Steering control and actuation
- Generators
- Automation – monitoring and control
- Switchboard

The critical spares list shall be provided to the OWNER no later than 50% through the performance period.

856.1 TECHNICAL MANUALS

856.1.1 GENERAL SCOPE

The CONTR shall collect and provide factory-provided operation and maintenance manuals for all new equipment provided and installed during this availability. The CONTR shall provide both hard copy and electronic copies of the manuals, as provided by the equipment manufacturer.

856.1.2 REQUIREMENTS

Technical Manuals shall be clearly written in the English language with dimensions and tolerances displayed.

The CONTR shall not use operating manuals intended for final delivery to the OWNER as working manuals for use in installing and operating/testing the equipment. If the CONTR

requires this information, then additional manuals/information must be ordered for that purpose with the attendant cost borne by the CONTR. Instruction manuals and books clearly showing misuse, staining, worn or missing pages will not be accepted by the OWNER.

Items that are merely advertisements shall not be included in the books.

Photocopies of original manufacturer's manuals will not be accepted and do not count towards fulfillment of this requirement. Each instruction book will be complete with factory or manufacturer's original information. The cost incurred for the purchase of original manufacturer's manuals shall be borne by the CONTR.

Instruction books shall contain information at least equivalent to that available to mechanics at an authorized overhaul facility of the manufacturer of the machinery or equipment covered. Omission of information due to reasons such as "not normally furnished by the manufacturer" or "factory only" are not acceptable. However, the CONTR is not responsible for creating manuals for specific pieces of equipment, all information shall be provided by the manufacturer.

The CONTR shall deliver two (2) copies of the manuals. Final copies shall be in binders appropriately marked on the front cover as to the content and SWBS section. The vessel shall not be accepted without first receiving the final copies of all instruction books.

The CONTR shall provide electronic copies of the manuals where available from the equipment manufacturer.

900 GENERAL

The following specifications provide instruction for the testing, trials, and services required to be performed under this contract.

- 982.1 Dock Trials & Sea Trials
- 983.1 Delivery & Re-Delivery
- 992.1 Temporary Utilities and Services
- 993.1 Material Handling & Removal
- 994.1 Consumable Stores
- 997.1 Drydocking

982.1 DOCK TRIALS & SEA TRIALS

982.1.1 GENERAL SCOPE

The OWNER's permission to re-deliver the vessel following completion of contract scope of work is subject to favorable results of mandatory Dock Trials and Sea Trials. Both Dock Trials and Sea Trials include testing of the same systems and equipment. Sea Trials will extend the testing level of Dock Trials to actual underway operational conditions

The CONTR shall be responsible for documenting all tests and trials. All items shall be observed and signed off by the OR as well as the USCG, as required. The CONTR shall prepare and submit trials agendas for approval not less than three weeks prior to trials taking place. In general, trials shall be conducted to validate all repairs, modifications, and/or systems to which the CONTR has worked on. The CONTR shall coordinate with OEM tech reps for overhauled and replaced equipment including, but not limited to, main engines, generators, jet drives, reduction gears, and bridge electronics.

The CONTR shall be responsible for communicating with the USCG and coordinating all required USCG inspections and schedules pertaining to trials. The CONTR shall be responsible for obtaining a temporary COI and permit to proceed.

982.1.2 TEST PLANS

The CONTR shall be responsible for developing a comprehensive test plan for approval by the OR and, as required, by the USCG. The test plan shall include test procedures to be performed during the repair period to demonstrate systems are operational prior to dock trials, tests to be conducted during dock trials to demonstrate that the vessel is safe and protected for sea trials and tests to be conducted during sea trials to demonstrate the full functional capabilities of the vessel and its systems.

982.1.3 MANUFACTURER'S TECHNICAL REPRESENTATIVES

Systems to be tested on trials shall include all disturbed mechanical, electrical, and electronics systems. In order for trials to be deemed complete, approvals shall be obtained from the MTU vendor, John Deere vendor, ZF vendor, Hamilton Jet vendor and bridge electronics vendors. All

vendor approvals shall be sufficient to clearly indicate that vendor warranties are in effect. The CONTR shall be responsible for all costs associated with Tech Reps.

982.1.4 DOCK TRIALS

Dock Trials are a precursor to Sea Trials. The CONTR shall perform Dock Trials afloat and alongside at their shipyard facility. All systems, equipment, and machinery that have been disturbed by the CONTR shall be tested to the satisfaction of the OEM Tech Reps and OR, and, as required, to the satisfaction of the USCG. The CONTR shall provide all labor and consumables to complete satisfactory and comprehensive Dock Trials.

All fire and safety systems shall be satisfactorily demonstrated before sea trials can commence.

982.1.5 SEA TRIALS

Following the satisfactory completion of Dock Trials, the CONTR shall conduct Sea Trials of the vessel, vessel systems, equipment, and machinery. Sea Trials are to be performed in the vicinity of the CONTR's shipyard.

The OWNER shall provide the licensed crew as required. Any time the vessel is underway, an OR must be onboard.

The CONTR shall supply fuel, support services and facilities for all Sea Trials. Support services include, but are not limited to, dock hands, mechanics and mechanical support for component vendors. Support services may also include any other shipyard trade personnel that were involved in the scope of work required to be tested (i.e., electricians).

The CONTR shall provide port-a-potties on board for the sea trials. Ship's facilities are not to be used.

The CONTR shall provide lunch and water for all attending the sea trials.

At the conclusion of Trials and prior to re-delivery, The CONTR shall clean and pump all bilge spaces dry.

982.1.6 TRIAL DEFICIENCIES

The existence of any major uncorrected deficiency, which has been caused by the CONTR over the course of completing the Contract and which may affect the safe navigation or the immediate online use of the vessel, will be sufficient cause to postpone or reject delivery, pending correction of the item(s) concerned.

All major system tests shall be completed prior to Sea Trials, and all tests shall be completed prior to delivery. The existence of a large number of uncorrected minor deficiencies remaining will be cause for postponement or rejection of delivery, until the number of deficient items has been reduced to a level acceptable to the OWNER.

983.1 DELIVERY & RE-DELIVERY

Within 30 days of execution of the Contract, the OWNER shall deliver the vessel to the CONTRACTOR's facility, if in the Puget Sound region. If the CONTR is outside the Puget Sound region, the CONTR will take delivery of, and responsibility for, the vessel while moored at an OWNER's dock in Port Orchard, WA. The CONTR will be responsible for the vessel until it is re-delivered to the OWNER and written approval of final acceptance has been received from the OWNER.

If the CONTR is outside the Puget Sound region, the CONTR shall re-deliver the vessel at the OWNER's Port Orchard, WA facility upon completion of these Contract Specifications and Contract work. If the CONTR is within the Puget Sound region, the OWNER shall take delivery of the vessel at the CONTRACTOR's facility.

The vessel will be re-delivered with all operational fluids (i.e., fuel, lube oil, DEF, and hydraulic oil) at capacity. The vessel shall be re-delivered ready to receive non-machinery consumable stores and passengers on revenue producing runs without further maintenance or housekeeping being required.

991.1 STAGING AND SCAFFOLDING

The CONTR shall provide staging and scaffolding to reach all areas of the vessel to be serviced during this contract period. Of particular note is access requirements for work item 633.1 Paint and Coatings. The CONTR shall provide adequate staging to allow for the opening and inspection of sea chests.

992.1 TEMPORARY UTILITIES AND SERVICES

992.1.1 GANGWAY(S)

Provide gangway(s) that satisfy the requirements of OSHA and the CONTR's insurance company for safe and efficient vessel access for personnel, equipment, and materials. This should be a minimum of two (2) access points, either port and starboard or fore and aft.

992.1.2 FIRE PROTECTION & PREVENTION

The CONTR shall provide a visual/audible alarm that can be used to alert the CONTR Watchman in the event of a fire or other emergency on board.

During construction, flammable material shall not be stored onboard the vessel in such a manner to create a serious fire hazard. The Contractor shall exercise special care to prevent the possible outbreak of fire. A pressurized fire hose shall be available and maintained at the sight of the vessel construction at all times.

Where hot work is being carried out in the vicinity of combustible material, a fire watch whose sole purpose shall be to watch for fires and keep firefighting equipment on hand shall be constantly on duty. The fire watch shall be maintained for a minimum of 30 minutes after completion of hot work.

992.1.3 ELECTRICAL POWER

The CONTR shall provide sufficient 125-Amp, 208V AC, 60-Hz, 3-phase ship's service shore power. A terminal connection box shall be provided. The CONTR shall provide the shore power cable and all associated connections. The CONTR shall verify with the OR that there is proper phase rotation. No changes may be made to the vessel's wiring to adapt to the CONTR electrical service.

992.1.4 TRASH FACILITIES

The CONTR shall provide containers of sufficient size to handle the amount of debris generated by the Contract at suitable locations convenient to the vessel. Separate containers shall be provided for hazardous waste materials.

The CONTR shall be responsible for all costs associated with the disposal of trash and hazardous waste materials generated from the work described in this specification.

992.1.5 SECURITY

The CONTR shall provide competent security personnel who shall make rounds of the CONTR facility in the vicinity of the vessel during hours when work is not in progress.

992.1.6 COLLISION PROTECTION

The CONTR shall provide an adequate fender system to prevent the vessel's sides from chafing and colliding with the pier or bulkhead while moored at the CONTR facility. Special attention should be paid to vulnerability of sponson projections.

992.1.7 TOWING

The CONTR shall provide tug/towing as required to the vessel during the contract period. This shall include any towing required for inter-shipyard relocation, relocation for sub-contractor work, or any movement concurrent with completion of this Modification Contract.

992.1.8 HEAVY WEATHER PLAN

The CONTR shall submit a written heavy weather plan to the OR within 1 week of taking delivery of the vessel. The adequate protection and safety of the vessel during the time in care of the CONTR is a responsibility of the CONTR.

992.1.9 CHEMIST'S CERTIFICATE

The CONTR shall test, furnish, and post gas-free certificates in way of access to spaces where "hot work" is to take place both in wet berth and dry-dock. The CONTR shall maintain all gas-free certificates current while work is ongoing in the space concerned. Gas-free certificates shall also be posted in a central location near the access brow.

992.1.10 MOORINGS

The CONTR shall provide line handlers to dock vessel in wet berth and to move to and from dry-dock. The CONTR shall provide all mooring lines used while at the CONTRACTOR's facilities.

993.1 MATERIAL HANDLING & REMOVAL

993.1.1 MATERIAL HANDLING

The CONTR shall supply all material handling equipment to complete the Contract Specifications. All equipment must meet OSHA requirements for operator safety. Equipment shall include (but is not limited to) any required: pumps; hoses; containers; cranes; forklifts; hoists; trucks; shoring; jacks; supports; or any other necessary equipment to complete the work.

993.1.2 BILGE CLEANING AND GAS-FREEING

The CHT, FO, LO, DEF, FW, and ballast tanks and voids shall be pumped-down, cleaned, and gas-freed. This requirement shall include flushing all gray and black water drain piping from sanitary fixtures and vent outlets to the CHT tanks.

The CONTR shall remove all fuel oil, lube oil, dirty oil, bilge slops, fresh water, et cetera from the vessel prior to commencing Contract work. All removed liquids, including such liquids considered to be hazardous, shall be disposed of according to the regulations of the CONTR's local venue, and at the CONTR's cost.

The CONTR shall be responsible for cleaning all bilges after all work has been completed in each space and prior to re-delivery of the vessel. The CONTR shall gas-free bilges as required by the scope of this contract. This shall include, but is not limited to, pumping machinery space bilges; disposing of all oily machinery space bilge water according to regulatory requirements; cleaning and degreasing machinery spaces as required by the scope of this contract; and cleaning and gas-freeing all hull voids where welding is required.

The CONTR shall "gas-free" all hull spaces required to be accessed by the USCG for routine inspections and to complete the contract scope of work. In addition, to complete the contract scope of work the CONTR shall certify spaces, as required, as being "safe for hot work" and/or "safe for personnel".

The Contractor will be responsible for hiring a marine chemist to post a certificate on all spaces that are affected by the scope of this contract certifying they are gas-free and safe for personnel and welding.

994.1 CONSUMABLE STORES

994.1.1 FUEL OIL, LUBE OIL, DEF, DIRTY OIL AND BILGE SLOPS, SEWAGE

The CONTR shall supply all consumable stores for the period from delivery at the CONTR's facility to re-delivery at the CONTR's facility, as required by this scope of work. The CONTR

shall be responsible for transfer of consumable stores to and from the vessel; for filling tanks and systems; and for removing empty drums and packaging. Upon delivery to the shipyard (or shortly thereafter) dirty oil and bilge slops shall be removed from the vessel.

997.1 DRYDOCKING

997.1.1 GENERAL SCOPE

The CONTR shall provide all labor, equipment, material, blocking, and services to drydock and undock the vessel for the purposes of completing the Contract Specifications detailed herein.

997.1.2 REFERENCE DRAWINGS

<u>Ref</u>	<u>Drawing No.</u>	<u>Rev</u>	<u>Title</u>
1	0173-042-001	-	Dry Docking Plan

997.1.3 DRYDOCKING

The CONTR shall provide a floating drydock, graving dock, marine railway, travel lift, or synchro-lift certified capable of “drydocking” the vessel for the performance of required Contract tasks. The CONTR shall coordinate a drydocking schedule with the OR and shall notify the Local USCG MSO of this schedule. The Contractor shall maintain liaison with the USCG and coordinate all that is required by the assigned inspector.

During the period of “drydock” availability, the CONTR shall coordinate with the OR and perform and/or make the vessel available for tasks to be performed, as applicable. These tasks shall include all items or options outlined in this specification.

The CONTR shall use the vessel docking plan for guidance in lifting and blocking the vessel and shall provide a block positioning drawing and drydocking report to the OR.

Following contract completion and Final Trials, Surveys and Inspections, the CONTR will provide drydocking, if necessary, to correct structural, mechanical, and/or performance deficiencies discovered.

997.1.4 HIGH PRESSURE WASH DOWN

Within 24 hours of drydocking the vessel, the CONTR shall high pressure fresh water wash the entire hull to remove all fouling and any sea growth, rust and loose paint.

997.1.5 SEA CHEST INSPECTIONS

The CONTR shall provide suitable staging to access the sea chests for inspection and anode replacement. The CONTR shall remove the sea chest grating, high pressure fresh water wash the inside of the sea chest, mark and record the anode locations and sizes, remove the anodes and inspect the sea chest interior. The CONTR shall provide a condition found report to the OR.

The sea chest shall be painted in conjunction with the bottom paint in work item 631.1 Paint and Coatings.

The anodes shall be replaced in conjunction with the anode replacements in work item 633.1 Cathodic Protection, Anodes.

The CONTR shall accomplish repairs to sea chest deficiencies as identified in the condition found report and as agreed to by the OR via the change order process. There are no expected repairs anticipated for the sea chests other than changing sacrificial anodes.

Upon completion of all work in the sea chests and prior to undocking, the CONTR shall replace the sea chest gratings.

KITSAP TRANSIT

INVITATION FOR BIDS # KT 21-739

FOR

M/V SOLANO REFURBISHMNET PROJECT

EXHIBIT B

**SUPPLEMENTAL BIDDER
RESPONSIBILITY CRITERIA**

DOCUMENTATION STATEMENTS

DOCUMENTATION STATEMENTS

*** THIS EXHIBIT SHALL ONLY SUBMITTED WITH YOUR BID***

Criterion 2.30(E) – Public Bidding Crime

Statement of Bidder certifying it has not been convicted of a crime:

I, _____ an authorized representative of _____, a Bidder on this Project known as MV Solano Refurbishment Project KT 21-739, do hereby certify and swear under penalty of perjury that _____ has not been convicted of a crime involving bidding on Public Works Contracts within five (5) years from the Bid submittal date on this Project.

Subscribed and sworn to this _____ of _____, 20__.

Company

Authorized Representative

Title

Criterion 2.30(F) – Termination for Cause or Default

Statement of Bidder certifying it has not been terminated for cause or default:

I, _____ an authorized representative of _____, a Bidder on this Project known as, MV Solano Refurbishment Project KT 21-739 do hereby certify and swear under penalty of perjury that _____ has not had a government Public Works Contract terminated for cause by a government agency within five (5) years from the Bid submittal date on this Project.

Subscribed and sworn to this _____ of _____, 20__.

Company

Authorized Representative

Title

KITSAP TRANSIT

INVITATION FOR BIDS # KT 21-739

FOR

M/V SOLANO REFURBISHMENT PROJECT

EXHIBIT C

Certification of Compliance with Wage Payment Statutes

KITSAP TRANSIT

INVITATION FOR BIDS # KT 21-739

FOR

M/V SOLANO REFURBISHMENT PROJECT

ATTACHMENT A

FTA Clauses and Certifications

**Contractors Certification of Acknowledgment
Federal Transit Administration Contract Clauses and Certifications**

Source: FTA Master Agreement (27, October 1, 2020) (28, February 9, 2021)
[fta-master-agreement-fy-2021](#)

The Contractor, _____, certifies, to the best of its knowledge and belief, that it:

- A. **Has** ____ **Has not** ____ read and understood the attached Federal Transit Administration Contract Clauses as they pertain to project _____, and;

- B. **Has** ____ **Has not** ____ read and understood the attached Federal Transit Administration Contract Certifications as they pertain to project _____.

Signature of Contractor's Authorized Official

Date

Name & Title of Contractor's Authorized Official

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not have any obligation or liability related to:
 - (a) The Project,
 - (b) Any Third Party Participant at any tier, or
 - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:
 - (a) Third Party Participant, or
 - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) Federal laws and regulations apply to itself and its Project, including:
 1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and
 2. U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31,
 - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the truthfulness and accuracy of any of the following that the Recipient provides to the Federal Government:
 1. Claim,
 2. Statement,
 3. Submission,
 4. Certification,
 5. Assurance, or
 6. Representation, and
 - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended and other applicable penalties if the Recipient:
 1. Presents, submits, or makes available any information in connection with any:
 - a. Claim,
 - b. Statement,
 - c. Submission,
 - d. Certification,
 - e. Assurance, or
 - f. Representation, and
 2. That information is false, fictitious, or fraudulent.
- (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:
 - (a) Presents, submits, or makes available any information in connection with any:

1. Claim,
 2. Statement,
 3. Submission,
 4. Certification,
 5. Assurance, or
 6. Representation, and
- (b) That information is false, fictitious, or fraudulent.

ACCESS TO RECORDS

The Recipient agrees that:

- (1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
 - (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
 - (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
 - (c) Recipient and Subrecipient,
- (2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed above in (1) to do the following:
 - (a) Inspect all:
 1. Project work,
 2. Project materials,
 3. Project payrolls, and
 4. Other Project data, and
 - (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:
 1. Books,
 2. Records,
 3. Accounts, or
 4. Other locations.

FEDERAL CHANGES

Changes to Federal Requirements and Guidance:

- (1) Requirements and Guidance. New Federal Requirements and Guidance may:
 - (a) Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and
 - (b) Apply to the Recipient or its Project.
- (2) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:
 - (a) Be modified from time to time, and
 - (b) Apply to the Recipient or its Project.

- (3) Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:
- (a) Special Condition in the Recipient’s Underlying Agreement,
 - (b) Special Requirement in the Recipient’s Underlying Agreement,
 - (c) Special Provision in the Recipient’s Underlying Agreement,
 - (d) Condition of Award in the Recipient’s Underlying Agreement,
 - (e) Letter to the Recipient signed by an authorized FTA official, or
 - (f) Change to FTA or Federal guidance.

CIVIL RIGHTS REQUIREMENTS

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- (1) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):
- (a) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Sex (including gender identity),
 - 6. Disability, or
 - 7. Age, and
 - (b) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes:
 - 1. Exclusion from participation,
 - 2. Denial of program benefits, or
 - 3. Discrimination, including discrimination in employment or business opportunity.
- (2) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
- (a) Prohibit discrimination based on:
 - 1. Race,
 - 2. Color, or
 - 3. National origin,
 - (b) Comply with:
 - 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - 2. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 23, and
 - 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and

- (a) Except as FTA determines otherwise in writing, follow:
1. The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
 2. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 3. Other applicable Federal guidance that may be issued.

(3) Equal Employment Opportunity.

- (a) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 2. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
 3. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
 4. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 5. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.
- (b) Specifics. The Recipient agrees to:
1. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - a. Race,
 - b. Color,
 - c. Religion,
 - d. National Origin,
 - e. Disability,
 - f. Age,
 - g. Sexual Origin,
 - h. Gender identity, or
 - i. Status as a parent, and
 2. Take affirmative action that includes, but is not limited to:
 - a. Recruitment advertising,
 - b. Recruitment,
 - c. Employment,
 - d. Rates of pay,
 - e. Other forms of compensation,
 - f. Selection for training, including apprenticeship,

- g. Upgrading,
- h. Transfers,
- i. Demotions,
- j. Layoffs, and
- k. Terminations.

(c) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

- 1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
- 2. Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note

(4) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:

(a) Requirements. The Recipient agrees to comply with:

- 1. Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,
- 2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
- 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.

(b) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:

- 1. It shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract.
- 2. It shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

(5) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:

- (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 C.F.R. part 25, and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.

(6) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

- (a) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § § 621 – 634, which prohibits discrimination on the basis of age,
- (b) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
- (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,

- (d) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age discrimination Act of 1975, and
 - (e) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (7) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
- (a) Federal laws, including:
 - 1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 - 2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
 - 3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - 4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - 5. Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
 - (b) Federal regulations, including:
 - 1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.F. part 37,
 - 2. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - 3. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - 4. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - 5. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - 6. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - 7. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - 8. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - 9. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
 - 11. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 - 12. Other applicable Federal civil rights and nondiscrimination guidance.

- (8) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (a) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (b) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (c) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (9) Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:
- (a) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (b) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.
- (10) Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:
- (a) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
 - (b) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and
 - (c) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
- (11) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
- (a) Comply with other applicable Federal nondiscrimination laws and regulations, and
 - (b) Follow Federal guidance prohibiting discrimination.
- (12) Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

PROMPT PAYMENT OF SUBCONTRACTORS

The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor’s receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor’s Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

- (1) Federal Laws, Regulations, and Guidance. The Recipient agrees:
 - (a) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
 - (b) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,
 - (c) To follow the most recent edition and any revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and
 - (d) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

ENERGY CONSERVATION

The Recipient agrees to, and assures its Subrecipients will:

- (1) State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- (2) Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

TERMINATION PROVISIONS

The Recipient agrees to all of the following:

- (1) Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
 - (a) The Recipient has violated the Underlying Agreement or FTA Master Agreement (27 & 28), especially if that violation would endanger substantial performance of the Project,
 - (b) The Recipient has failed to make reasonable progress on the Project, or
 - (c) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- (2) Financial Implications.
 - (a) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and
 - (b) The Federal Government may:
 1. Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
 - a. Failing to make adequate progress,

- b. Failing to make appropriate use of the Project property, or
 - c. Failing to comply with the Underlying Grant Agreement or FTA Master Agreement (27 & 28), and
2. Require the Recipient to refund:
- a. The entire amount of Federal funds provided for the Project, or
 - b. Any lesser amount as the Federal Government may determine, and
- (3) Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.
- (4) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government’s rights to terminate described in 2 CFR § 200.340.

DEBARMENT AND SUSPENSION

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200,
 - (b) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and
 - (c) Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
- (2) It will review the “Excluded Parties Listing System” at <https://epls.gov> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Part Participants:
 - (a) Will comply with Federal debarment and suspension requirements, and
 - (b) Review the “Excluded Parties Listing System” at <https://www.epls.gov> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

BUY AMERICA

Domestic preference procurement requirements of:

- (1) 49 U.S.C. § 5323(j), as amended by MAP-21 and FAST Act, and
- (2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21 and FAST Act.
- (3) Uniform Administrative Requirements, Compliance with FTA’s Buy America requirements shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”
- (4) Limitation on Certain Rolling Stock Procurements, The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Recipient understands and agrees that:

- (1) FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:

- (a) A major dispute,
 - (b) A breach,
 - (c) A default, or
 - (d) Litigation,
- (2) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:
- (a) The Recipient agrees to notify immediately:
 - 1. The FTA Chief Counsel, or
 - 2. The FTA Regional Counsel for the Region in which the Recipient is located,
 - (b) The types of legal matters that require notification include, but are not limited to:
 - 1. A major dispute,
 - 2. A breach,
 - 3. A default,
 - 4. Litigation, or
 - 5. Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and
 - (c) The types of matters that may affect the Federal Government include, but are not limited to:
 - 1. The Federal Government's interests in the Project, or
 - 2. The Federal Government's administration or enforcement of Federal laws or regulations,
- (3) Federal Interest in Recovery
- (a) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
 - (b) Liquidated Damages. Notwithstanding the preceding section XI.(1) of this document, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,
- (4) Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:
- (a) Any third party agreement,
 - (b) Any Federal law or regulation,
 - (c) Any State law or regulation, or
 - (d) Any local law or regulation,

BYRD ANTI-LOBBYING AMENDMENT

The Recipient agrees that, as provided by 31 U.S.C. § 1352(a):

- (1) Prohibition on Use of Federal Funds. It will not use Federal funds:
- (a) To influence any:
 - 1. Officer or employee of a Federal agency,
 - 2. Member of Congress,
 - 3. Officer or employee of Congress, or
 - 4. Employee of a Member of Congress,
 - (b) To take any action involving the Project or the Underlying Agreement for the Project, including any:

1. Award,
 2. Extension, or
 3. Modification,
- (2) **Laws and Regulations.** It will comply, and will assure that each Third Party Participant complies with:
- (a) 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:
 1. The U.S. Congress, or
 2. A State legislature, but
- (3) **Exception.** The prohibitions of (1)-(2) above do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations.

CLEAN AIR & CLEAN WATER

The Recipient agrees to include adequate provisions in each third party agreement exceeding \$150,000 to ensure that each Third Party Participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,”
- (2) Refrain from using any violating facilities,
- (3) Report violations to FTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other requirements of:
 - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and
 - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1388.

CARGO PREFERENCE

- (1) **Use of United States-Flag Vessels.** Shipping requirements of:
 - (a) 46 U.S.C. § 55305, and
 - (b) U.S. Maritime Administration regulations, “Cargo Preference - U.S.-Flag Vessels,” 46 C.F.R. part 381.

DAVIS-BACON, COPELAND ANTI-KICKBACK AND CONTRACT WORK HOURS & SAFETY STANDARDS ACTS

The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

- (1) **Minimum wages.**
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the

project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and

wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.**

Kitsap Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found

under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees -**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the

event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR parts 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in

accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$100,000

The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance, except as FTA determines otherwise in writing:

- (1) Construction. As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide:
 - (a) Bid Guarantee bonds (5%),
 - (b) Contract performance bonds (100%), and
 - (c) Payment bonds (50% for contracts < \$1M, 40% for contracts > \$1M, but < \$5M).

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.326. The simplified

acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The following transactions are prohibited and Third-Party Participant certifies that -

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs:

- (1) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), is within the meaning of “Federal Requirement” as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (2) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (a) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (b) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (c) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (d) Any other enforcement action authorized by Federal law or regulation

Buy America Certification

Certification Requirement for Procurement of Steel or Manufactured Products

This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A

The Buy America Certificate, as shown below, must be completed and submitted with your Proposal.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5. The product will be manufactured in the United States with all components being of US Origin.

Proposer agrees to submit a complete bill of materials with the origin of each component. The bill of materials must be submitted as a condition of retainage release where retainage is part of the contract.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2) (B) or (j) (2) (D) and the regulations in 49 CFR § 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

THIS FORM MUST ACCOMPANY PROPOSAL

LOBBYING CERTIFICATION

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Proposer's authorized official: _____

Title: _____

Signature

Date

THIS FORM MUST ACCOMPANY PROPOSAL

KITSAP TRANSIT

INVITATION FOR BIDS # KT 21-739

FOR

M/V SOLANO REFURBISHMENT PROJECT

ATTACHMENT B

Wage Determination WA20210071

"General Decision Number: WA20210071 02/26/2021

Superseded General Decision Number: WA20200071

State: Washington

Construction Type: Heavy
Including water and sewer line construction

County: Kitsap County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/26/2021

CARP0030-015 06/01/2020

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 46.92	18.02
PILEDRIVERMAN.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

* ELEC0046-006 02/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 60.82	3%+23.66

ENGI0302-027 06/01/2020

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 48.41	22.47
Group 1AA.....	\$ 49.13	22.47
Group 1AAA.....	\$ 49.83	22.47
Group 1.....	\$ 47.70	22.47
Group 2.....	\$ 47.08	22.47
Group 3.....	\$ 46.55	22.47
Group 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - \$1.00
Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom

(including jib with attachments);Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments;A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Forklift: 3,000 lbs and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3,000 lbs with attachments Grade Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 43.95	31.00

LABO0252-009 06/01/2020

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

- GROUP 2: Flagman
- GROUP 3: General Laborer; Form Stripping
- GROUP 4: Pipe Layer; Handheld Drill; Jackhammer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete;
Grade Checker; High Scaler;

PAIN0005-008 07/01/2020

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 25.19	13.20

PLAS0528-004 06/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.80	18.54

* TEAM0174-006 06/01/2019

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70
per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add
\$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the
following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer
Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is
required, shall be compensated as a premium, in addition to
the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying
respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as
Level A. Supplied air line is provided in conjunction with
a chemical ""splash suit.""

LEVEL A: +\$.75 per hour - This level utilizes a fully-
encapsulated suit with a self-contained breathing apparatus
or a supplied air line.

SUWA2009-062 08/07/2009

	Rates	Fringes
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LABORER: Landscape & Irrigation.....	\$ 13.52	3.35
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 27.86	6.92
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Power Shovel.....	\$ 25.12	7.83
OPERATOR: Skid Steer.....	\$ 10.63	0.00
OPERATOR: Loader.....	\$ 26.46	7.94
TRUCK DRIVER, Includes Dump Truck.....	\$ 25.75	8.38
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"