



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

INVITATION FOR BIDS

BI Monument Sign

IFB # KT 22-784

August 9, 2022

BIDS DUE AUGUST 23, 2022 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.



Bidder's Checklist

Solicitation Number: KT 22-784
Solicitation Name: BI Monument Sign
Due Date and Time: August 23 th @ 2:00 PM

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your Bid to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Bid nonresponsive and may cause it to be rejected.

Exhibit B: Required Forms	
*Bid Form	
*Signed Bidder's Affidavit	
*Bid Bond	
Exhibit C: Certificate of Compliance of Wage Payment Statutes	
Exhibit D: Environmental Activities Briefing Packet	

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Bid non-responsive and may cause its rejection.

Signature: _____ Date: _____

Printed Name and Title: _____

INVITATION FOR BIDS
KT # 22-784 BI Monument Sign

Scope of Work: The Work consists of replacing the monument sign near the Bainbridge ferry terminal. The current sign will need to be removed, a new sign designed, constructed, and installed at the work site. An outdoor LED flood light will be installed to illuminate the sign. Additionally, contractor shall complete additional landscaping to accommodate the new sign. All Work shall be performed in accordance with the specification outlined in the solicitation documents.

Bidding Documents: Plans, specifications and addenda for this project are available on-line through Kitsap Transit's Website <https://www.kitsaptransit.com/agency-information/procurement>. Bidders must email Michael Ricketts at michaelri@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.

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	August 9, 2022
Pre-Bid Meeting & Site Visit	10:00 AM August 15, 2022
Request for Clarification/Substitutions Due	5:00 PM August 17, 2022
Bid Due Date	2:00 PM August 23, 2022
Anticipated Notice to Proceed	*Week of September 12, 2022

Pre-Bid Meeting: A Pre-Bid meeting is being offered for this project. The meeting will be held at the Work Site location at **10:00 AM**. The Work Site is located at:

Bainbridge Island Transfer Center
260 Olympic Dr. SE.
Bainbridge Island, WA 98110

Pre-Bid Questions: All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM August 17, 2022** via e-mail: michaelri@kitsaptransit.com.

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. Kitsap Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products.

Kitsap Transit will provide an official written response to Bidder questions received by the respective deadline in the form of an Addendum. Only the addenda issued by Kitsap Transit shall modify the solicitation documents. All Addenda shall become part of the IFB and the subsequently awarded Contract.

Bidders shall acknowledge receipt and review of all Addenda issued during the Bid period in the space provided on the Bid Form. Failure to acknowledge any/all addenda may be cause for Bid rejection.

Plan Holder's List: Email Michael Ricketts at michaelri@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 within **thirty (30)** Calendar Days of said Notice.

Bid Due Date: Sealed Bids will be received until **2:00 PM August 23, 2022** at:

**Kitsap Transit
60 Washington Ave Suite 200
Bremerton WA 98337**

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.

When the official clock reads 2:00:01 PM, Bids are considered late and will not be considered for award. 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.

Bid Security. 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.

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 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, various 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 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.

- 2.3 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.

- 2.4 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.

- 2.5 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.

- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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 2022 is 2.92%, the full text of which may be found at:
<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>
- 2.12 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.
- 2.13 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:
<https://www.kitsaptransit.com/uploads/pdf/projects/draft-2019-2021-titlevi.pdf>

2.14 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.

2.15 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.

2.16 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**).

2.17 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 and post it on the aforementioned website. 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.

2.18 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.

2.19 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.

2.20 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.

2.21 Environmental Sustainability Management System Compliance: Kitsap Transit has adopted an environmental policy that requires contractors to support our existing Environmental Sustainability Management System (ESMS). As part of that support, all Contractors Bidding on Kitsap Transit projects must supply a completed Contractor Management Environmental Checklist (**Exhibit D**) with

their bid. Upon award of the contract, a representative of the Awardee must attend thirty (30) minute training at Kitsap Transit's Charleston Base located at 200 Charleston Blvd Bremerton WA. At the training, the representative will receive a copy of the training and will be responsible for ensuring all of their employees that may work on this project have received the training.

2.22 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. **Reserved:**
- 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. 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. **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.
- f. **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. Language such as the following should be used: **Kitsap Transit and its officers, agents, and employees named Additional Insured in respect to Contract KT 22-784 BI Monument Sign.**

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 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.

3.2 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.

3.3 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.

3.4 GENERAL GUARANTEE AND WARRANTIES

All Work will be of good quality, free from fault or defect, and in strict accordance with the requirements of the Contract Documents. Any Work not conforming to the forgoing warranty, including unapproved or unauthorized substitutions, shall be considered defective. If, within one year after completion of the Work or such longer period as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in conformance with the Contract Documents, the Contractor shall, at its sole cost, promptly correct such defect or non-conforming Work after receipt of written notice from Kitsap Transit. All Subcontractors', Sub-Subcontractors', manufactures', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the Contractor for the benefit of Kitsap Transit without the necessity of separate transfer of assignment thereof. This section shall be in addition to those warranties imposed by law.

3.5 PREVAILING WAGE REQUIREMENTS

The wage rates to be paid all laborers, workers, and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Chapter 39.12 RCW in effect on the Bid Due Date in the county where the Work will be performed. These rates shall remain in effect for the duration of the Contract. The applicable wage rates may be found at the website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup> Kitsap Transit does not imply or warrant that the Contractor will find labor available at those rates.

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.

3.6 PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010 the Contractor, prior to commencing work, shall furnish a Performance Bond and Payment Bond on the Kitsap Transit supplied form for the full Contract amount including sales tax. The bonds shall be executed by a licensed surety (or sureties) listed in the current Authorized Insurance Company List for the State of Washington with an AM Best rating of A-6 or higher. If the Contract total does not exceed \$150,000 the Contractor may, in lieu of providing bonds, request that Kitsap Transit retain 10% of the Contract amount earned for a period of 45 days following acceptance of the work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 RCW, whichever is later, at which time Kitsap Transit in the ordinary course of business will make final payment.

3.7 RETAINAGE

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.

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.

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.

3.8 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.

3.9 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.

3.10 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.
 - ✓ The Contractor has cleaned up and properly disposed of all refuse resulting from the Work and the Project Site is free of construction debris
 - ✓ All certificates of disposal and recycle have been submitted and approved
 - ✓ 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.

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

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) Calendar Days of said Notice; weather permitting.
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 to the Kitsap Transit of Board of Directors, or commences an action in a court of competent jurisdiction. 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 Appeals: The Contractor may appeal the Executive Director's decision to the Kitsap Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the Kitsap Transit Board, as appointed by the Board, shall decide the appeal. The Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

10.04 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.

10.05 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 22-784"**.

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

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
EXHIBIT A
SCOPE OF WORK

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.

Work Site Location:

The Work Site is location at:

**Bainbridge Island Transfer Center
260 Olympic Dr. SE,
Bainbridge Island, WA 98110**

All freight charges shall be included in the Bid price and should be (FOB) the Work Site. All mobilization fees shall be to the Work Site.

Scope of Work for Bainbridge sign replacement:

Kitsap Transit is seeking bids from qualified Contractors to replace the current Bainbridge Island Transfer Center sign. The current area consists of a two-post wooden sign surrounded by multiple bushes. The Work consists of removal of vegetation around current sign, safely removing and disposing of current sign, design/construction/installation of new sign, installation of illuminating LED light, and final landscaping.

Contractor Shall:

- **Sign Design/Construction:**

Design, construct, and install a single-sided concrete monument sign approximately 8' x 8" x 3'. 7", 5" and 4" x 1/4" deep painted aluminum plate letters flush mounted HPCE-1 are to be used. Length of title text will be lined by 1/2" thick by 2" deep galvanized plate steel flush mounted and sloped away from concrete 1/4":1-0. Sign will also include a 1/4" deep stamped KT logo graphic painted with bush flush mount and painted. Sign should be visible from across the street and angle of proposed sign will match the angle of the pervious sign to allow traffic leaving the ferry dock to view the sign. Please see Attachment B for visual of concrete sign and Attachment C for sign specifications.

- **LED Flood Light:**

Install one outdoor LED linear, vandal resistant flood light, ground-mounted with two (2) 8" diameter concrete pads for illumination purposes. Please see Attachment B for visual of flood light and concrete pads, Attachment D for requested floodlight, and Attachment E for installation specifications.

- **Electrical Connection:**

Utilize the KT owned coffee stand for electrical connection purposes. The coffee stand is leased out by KT and connection can be made from behind this coffee stand. The electrical for the coffee stand is run through an in-ground box and into a panel on the exterior of the stand. Contractor can use the existing electrical connections to run an additional light out to the new Monument Sign. KT plans to run the single LED bulb to illuminate the sign during dark hours. KT estimates electrical power requirement for the sign between 7 and 10 watts.

KT will require the light to have a photo-eye (photoelectric) sensor or timer switch installed to turn on the light automatically when the levels of natural light diminish. Please see Attachment G for visual of coffee stand

- **Landscaping:**

Lastly, the vendor will remove existing landscaping, install underguard/geofabric as a weed barrier over the landscaping site before adding pebble rocks and small-scale drought-resistant vegetation. Please see Attachment F for pebble ground cover and ornamental grass examples.

The Awarded Contractor shall work closely with Kitsap Transit's Project Manager, Washington State Ferries, and City of Bainbridge to coordinate a work schedule that will not interfere with use of the area. All Work will be completed in a reasonable timeframe.

The Contractor shall be responsible for the safety of the public and vehicles while performing the work. The Contractor shall control access to the Work Site until installation is completed. The Contractor shall ensure that the Work Site is free of construction related debris and rubbish after construction.

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
EXHIBIT B
REQUIRED FORMS

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 including insurance, bonds, and prevailing wage filing fees;
- ❖ 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.

4.2 I/WE GUARANTEE to complete the Work within thirty (30) Calendar Days following receipt of a Notice to Proceed (weather permitting), should I/We be the successful Bidder.

Authorized Signature _____

Date _____

Printed Name & Title: _____

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 22-784 BI Monument Sign

Item No.	Description	Unit	Unit Qty.	Extended Price
1	Mobilization	LS	1	\$
2	Design/Construction of Sign	LS	1	\$
3	Labor for Monument Sign	LS	1	\$
4	Site Preparation	LS	1	\$
5	Lighting Install	LS	1	\$
			Total	*\$

*Applicable Sales Tax will be added at time of award.

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 _____, 2022.

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:

BI Monument Sign # KT 22-784

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 ****

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
EXHIBIT C

**Certification of Compliance with Wage Payment
Statutes**

60 Washington Ave. Ste. 200
Bremerton, WA 98337
Phone: 360.479.6962
Fax: 360.377.7086

www.kitsaptransit.org



Certification of Compliance with Wage Payment Statutes

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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



KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN

EXHIBIT D

Environmental Activities Manual Briefing Package



Environmental Management System Contractor/Supplier/Vendor Management

CM 4.4.6 (3a) Environmental Activities Manual Briefing Package

Requirements

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Contractor Environmental Activity Review**
- APP Kitsap Transit Environmental Policy**

1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Kitsap Transit. The information presented in these guidelines has been developed in response to the Environmental Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.
- 1.2 An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of Kitsap Transit who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Kitsap Transit. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Kitsap Transit operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, vendors, and suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact Kitsap Transit at 360-479-6962.

2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Safety Data Sheets (SDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of Kitsap Transit.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify Kitsap Transit of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Kitsap Transit Spill/Release Tracking form.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. They are responsible for keeping the site clean and orderly throughout the project. The removal of trash, etc. generated by the contractor's activities, or the activities of its employees is the contractor's responsibility.
- 2.9 Contractors will not engage in any excavation activities on site without the prior approval of Kitsap Transit.

3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Kitsap Transit must be informed of all generated hazardous waste streams before a waste is generated and collected on site.

- 3.3 Kitsap Transit must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (SDS's, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.
- 3.7 Contractors will be responsible for providing waste disposal method(s) including recycle documentation, if applicable.

4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluid leaks or the release of other hazardous materials prior to removal from the job site.
- 4.2 Disposal of any waste generated will be handled in accordance with Section 3.0 above.

5.0 Water Discharges

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of Kitsap Transit.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that Kitsap Transit approves discharges to sewers, the appropriate wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6.0 Material Storage / Spills

- 6.1 There will be no outside storage of any materials without the consent of Kitsap Transit.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 110% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA Hazard Communication Standard. This includes the complete contents of the container and the primary hazard.
- 6.4 The contractor will have available the safety data sheets (SDS's) for all chemical products in use at all times that their employees are working on site. SDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 Contractors will immediately notify Kitsap Transit in the event of a reportable spill or release of hazardous material, and will follow up submitting a completed Spill/Release Tracking form.

7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 7.2 Solids must be prevented from entering storm and/or sewer drains. Roadways and outside areas must be kept clean.

- 7.3 The contractor will install storm water control measures such as drain covers, silt fences and/or straw bales to control the solids entering storm drains from erosion or other processes.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 Erosion and Sediment Control permits will be obtained from Kitsap County where required.

8.0 Polychlorinated Biphenyls (PCBs)

- 8.1 If a material is suspected to have PCB contamination, Kitsap Transit is to be notified.
- 8.2 All PCB removals shall be coordinated by Kitsap Transit .
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.0 Asbestos

- 9.1 Contractors will contact Kitsap Transit prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

10.0 Lead

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by Kitsap Transit.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

11.0 Chlorofluorocarbons (CFCs)

- 11.1 Contractors working on a project that involves the potential release of CFCs will provide copies of employee training certificates to Kitsap Transit upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

12.0 Contractor / Supplier Environmental Review Questionnaire

- 12.1 Contractors are to submit the following forms (Environmental Checklist and Environmental Activity Statement) which contain written information outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations. This must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.



EP 4.2 (2e)

Environmental Policy

The mission of Kitsap Transit is to provide safe, reliable and efficient transportation choices that enhance the quality of life in Kitsap County. The protection of the environment is one of the most important responsibilities any organization can undertake and Kitsap Transit has made that commitment.

It is Kitsap Transit's goal to carry out this mission in a way that establishes Kitsap Transit as a local, regional, and industry leader in environmental and sustainability management. As such, Kitsap Transit commits to implementing a formal Environmental and Sustainability Management System (ESMS) that will develop procedures and practices to continually improve in environmental awareness and prevention of pollution.

By enacting this Environmental and Sustainability Management System, Kitsap Transit will:

- Provide a framework for setting and regularly reviewing environmental and sustainability goals, objectives and targets.
- Keep environmental protection and sustainability in the forefront during the planning stages of new programs, construction, and in all work conducted at Kitsap Transit.
- Comply with applicable legal requirements and with other requirements to which the organization subscribes which relate to its environmental aspects.
- Minimize significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs.
- Evaluate the effectiveness of Kitsap Transit's environmental performance through the periodic comprehensive review of Kitsap Transit's ESMS to ensure that established objectives, targets, and programs are met.
- Provide necessary training, education, and information to all Kitsap Transit staff and those working on Kitsap Transit's behalf in order to successfully carry out this policy in daily responsibilities and work functions.
- Maintain a commitment to continual improvement and prevention of pollution.

This policy will be communicated to all persons who work for, or on the behalf of Kitsap Transit, and will be available to the general public. It will be reviewed annually and, when necessary, revised.



John Clauson, Executive Director



Ellen Gustafson, Operations Director



CM 4.4.6 (2a) Contractor Management Environmental Checklist

THIS FORM MUST BE COMPLETED AND RETURNED TO KITSAP TRANSIT WITH YOUR QUOTE AND/OR BID PACKET and BEFORE THE CONTRACTED WORK CAN BEGIN.

CONTRACTOR NAME: _____

CONTACT PERSON: _____

CONTACT PHONE NUMBER: _____

Will the contracted activity, service, or purchase include any of the following?

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Air Heating and Supply	Yes	No	
Mobile Transportation, such as forklift or carts	Yes	No	
Construction Activities	Yes	No	
Excavation or Grading	Yes	No	
Drilling or Blasting	Yes	No	
Rock Crushing	Yes	No	
Demolition	Yes	No	
Welding or Soldering	Yes	No	
Painting	Yes	No	
Asphalt Painting	Yes	No	
Use of Storage of Chemicals or Fuels	Yes	No	
Transfer of Bulk Materials	Yes	No	
Disposal of Chemical Wastes	Yes	No	
Disposal of General Wastes including any certificates of Recycling	Yes	No	

If yes, please describe waste streams:

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Architectural Paint Removal	Yes	No	
Architectural Painting	Yes	No	
Hydro blasting	Yes	No	
Sandblasting	Yes	No	
Surface Preparation/Treatments such as floor and roof repair	Yes	No	
Purging or repair of distribution lines such as those for fuel, oil, or solvents	Yes	No	
Use of chemicals, solvents, caustics, acids, oils etc.	Yes	No	
Use of herbicides, pesticides, or insecticides	Yes	No	
Use or receipt of chemical materials	Yes	No	
Generation and disposal of chemical wastes generation of sealers, adhesives, coatings, or paints	Yes	No	
Welding, soldering, brazing, or similar activities	Yes	No	
Use of caustics or acids	Yes	No	
Use of combustion gases List type of gases:	Yes	No	
Use of Fuels List type of fuels:	Yes	No	
Laboratory installation	Yes	No	
Medical Waste	Yes	No	
Discharge to Storm Drains	Yes	No	

Additional Comments:

Contractor/Supplier/Vendor Environmental Activity Statement

This form must be completed, signed and returned with the quote and/or bid packet and before the contracted work can begin.

Information:

Company Name: _____

Contact: First Name: _____ Last Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Fax: _____ Email: _____

Secondary Contact: _____ Sec. Phone: _____

Activities or Work Description:

Kitsap Transit site: _____

Briefly describe the activities or work to be undertaken by your company at the Kitsap Transit site.

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work? Will storage of material be required? If yes, proper containments must be used.

Training:

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

Waste Generation:

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method including recycle documentation, if applicable.

Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled and provide recycle documentation.

Energy:

Will the activities or work consume energy? YES or NO
(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. Kitsap Transit will communicate applicable changes of the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact Kitsap Transit at 360-479-6962.

Environmental Compliance Certification

The Contractor _____ certifies that it has read and completed Kitsap Transit's Environmental Activities Manual Briefing Package. The Contractor also certifies:

- It will comply with all requirements set forth in the package.
- It will implement, maintain and actively monitor the preventative measures described for each potential environmental hazard.
- That all costs associated with compliance are contained in their Bid pricing.
- That the preventative actions described are complete to the best of their knowledge.
- That all certificates of recycle, disposal and other "cradle-to-grave" documentation will be presented to Kitsap Transit before final payment can be processed.

If the Bidder is unable to certify to any of the statements in this certifications, the Bidder shall attach an explanation of the section. Failure to sign and return this form may result in your Bid being considered non-responsive.

Print Name

Title

Authorized Signature

Date



Kitsap Transit Review and Approval

A review of the above-submitted document has been found to be:

☐

COMPLETE – approved, no further action is needed.

☐

INCOMPLETE – a response must be received by: _____

Reviewed by: _____
(Print Name)

Signature: _____ Date: _____

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment A
Pictures of Current Sign and Area

Attachment A- Pictures of Current Sign

Image 1- Current Sign with Posts

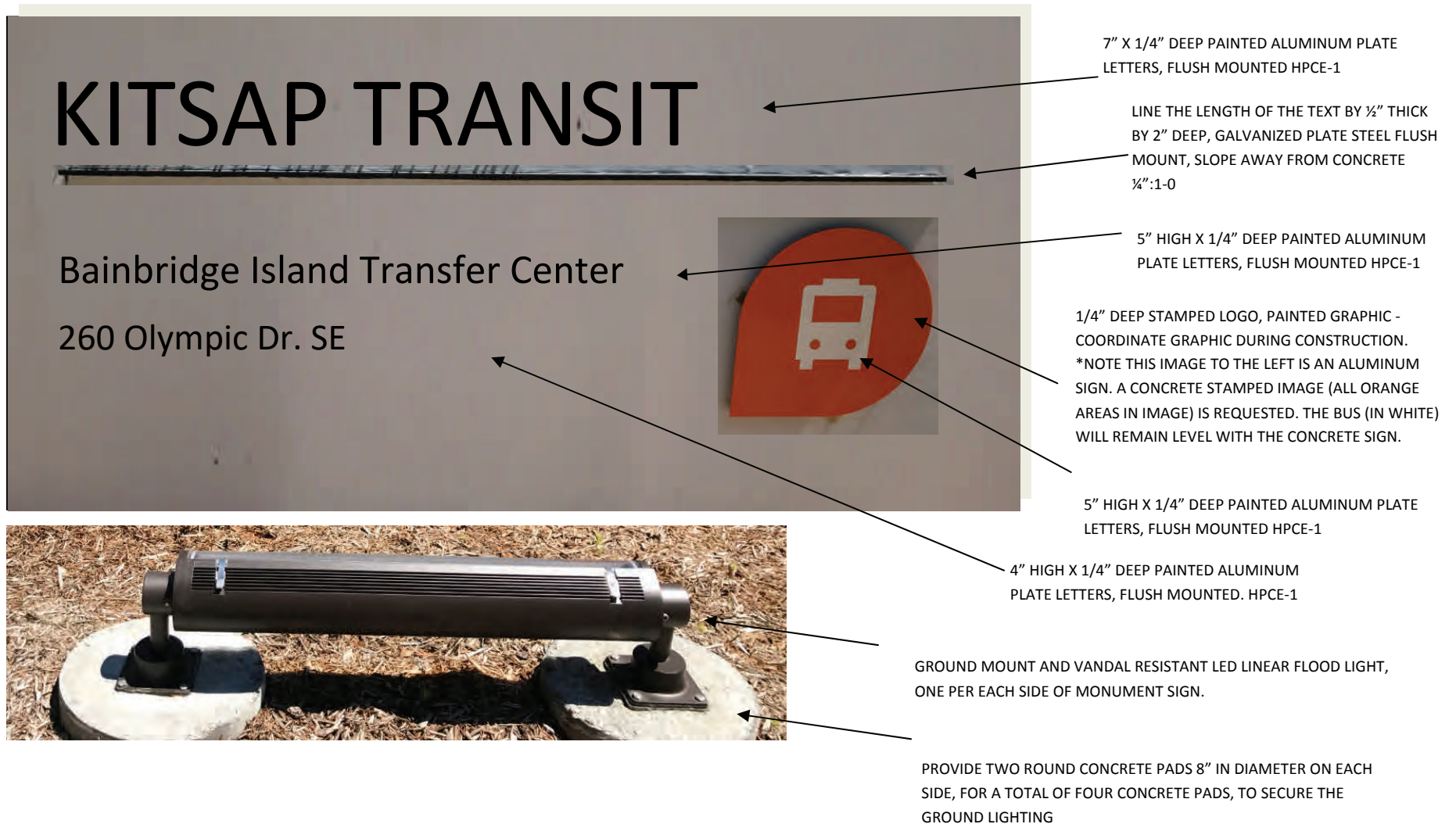


Image 2- View of Sign from Direction of Ferry Terminal



KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment B
Photo Visual of Concrete Monument Sign

Attachment B — Photo Visual of Concrete Monument Sign

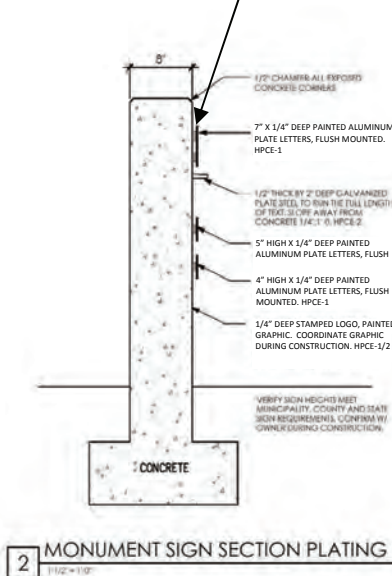
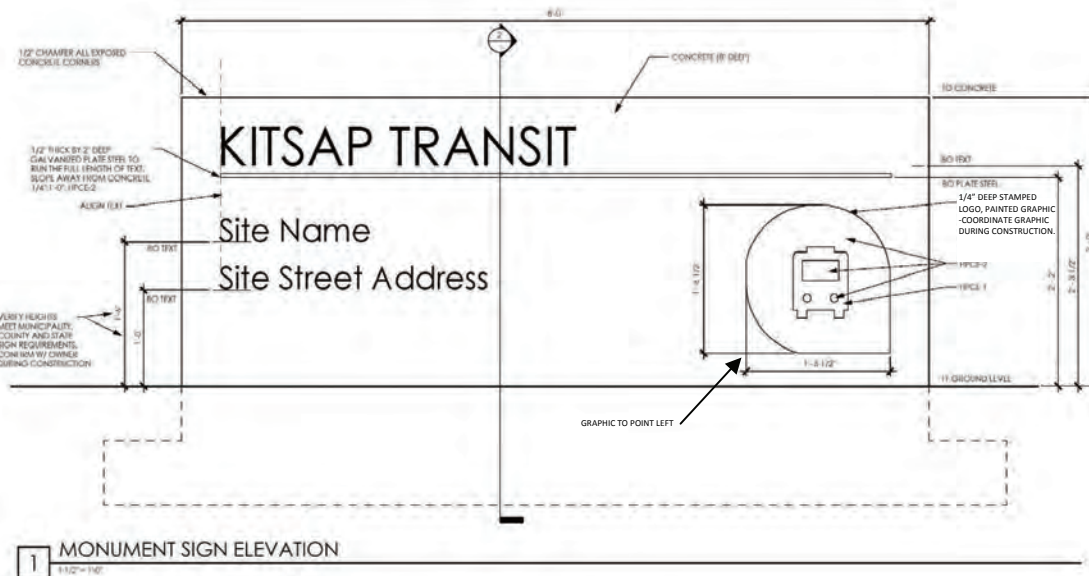


This is a visual example only and not to scale.

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment C
Sign Specifications

Attachment C

Revision 2022-07-14 — Flush mount text and flush mount 1/2" thick deep galvanized plate steel to line the length of the text. Logo bus graphic to point left and stamped into concrete.



- ## GENERAL NOTES
1. PERMANENTLY DISPOSE SHOWN CONSTRUCTION AND PROTECTION OF EXISTING UTILITIES, TREES AND SURVEY CORNERS AS PER MINNESOTA COUNTY AND/OR STATE CODE. COORDINATE W/ OWNER ON OR BEFORE ALL TIE-INS. OWNER SHALL ADVISE SCHEDULING OF ALL ASSOCIATED PERMITS.
 2. CONCRETE: ALL DRAINAGE, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE W/ MAJOR CITY STANDARDS. PROVIDE AND DETAILING W/IN CIRCLED CONCRETE STRUCTURES ACI 318 LATEST EDITION. CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318 BUILDING CODE, LATEST EDITION, IF PRECAST. PROVIDE AND DETAILING W/IN CIRCLED CONCRETE BARS, REINFORCER, ADDITIONAL REINFORCING REQUIRED FOR LIFTING AND TYPE AND LOCATION OF ALL LIFTING EYES. FABRICATE AND ERECTATION AND ERECTION PER CITY STANDARDS.
 3. SIGNAGE LOCATIONS: SEE SPECIFICATION AND DRAWINGS FOR PLACEMENT AND DETAILS. ALL LOCATIONS SHALL BE VERIFIED W/ OWNER PRIOR TO INSTALLATION.
 4. SIGN WORKING & SPELLING: VERIFY W/ OWNER. ALL TEXT AND WORKING W/ SHOP DRAWINGS TO CONFIRM CONTENT, REVIEW AND VERIFY SPELLING OF EACH SYMBOL TO SIGN BEFORE FABRICATION.
 5. SIGN BRACING: CONTRACTOR TO VERIFY THAT SIGNAGE, AS SCHEDULED, WILL FIT PROPERLY IN SPACE PROVIDED. OBTAIN OWNER APPROVAL OF CHANGES PRIOR TO ERECTION.
 6. SIGN SIZES: SIGN SIZES ARE APPROXIMATE. PROVIDE CONSISTENT SIZE AS REQUIRED TO ACCOMMODATE SYMBOLS, NUMBERS, LETTERS AND WHITE SPACE. PROVIDE FOR FUTURE CHANGES IN SIGN DRAWINGS AND REQUEST APPROVAL OF CHANGES AND APPROVAL OF CHANGES.
 7. CODE COMPLIANCE: ALL SIGNAGE SHALL FULLY COMPLY WITH CURRENT CODE REQUIREMENTS. NOTIFY OWNER OF ANY CODE ISSUES FOR REVIEW AND DISCUSS CHANGES WITH OWNER (REVISED) AND APPROVED BY OWNER.

BID SET

**KITSAP TRANSIT
MONUMENT
SIGN DETAIL**

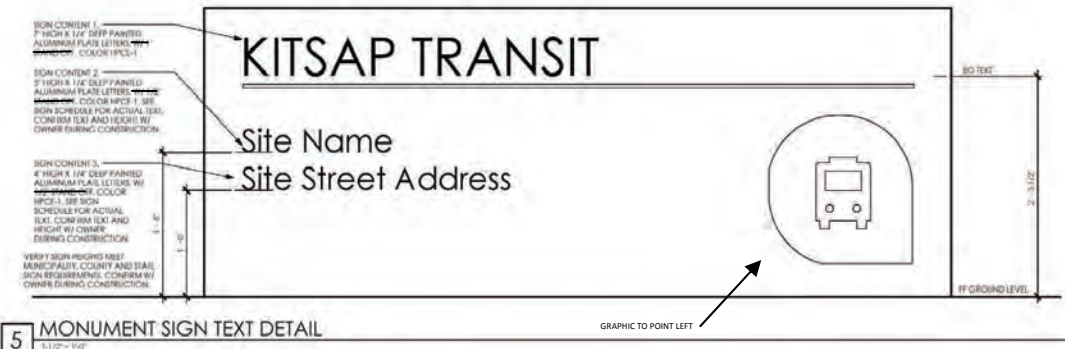
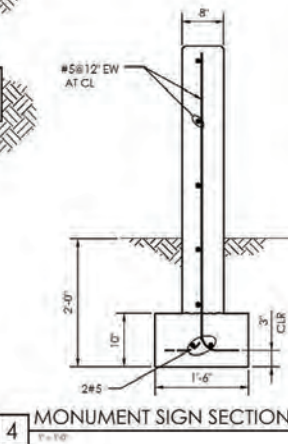
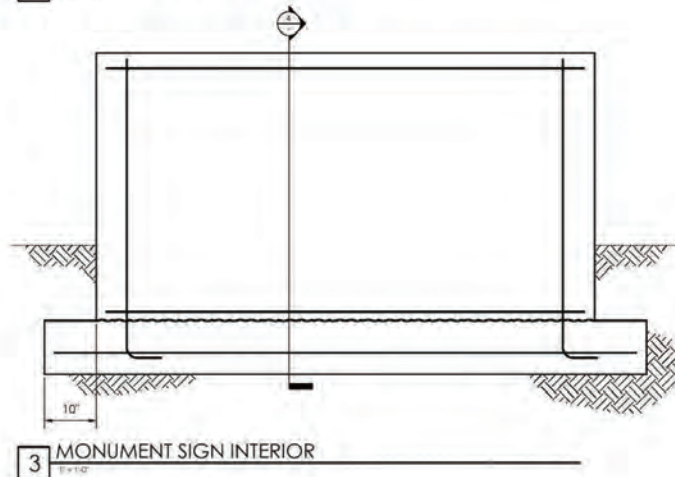
NOTE: SEE BID SPECIFICATIONS
FOR SIGN SCHEDULE AND
OTHER DETAILS.

2022-07-14 BID SET

LEGEND

ABBREVIATIONS

BO	BOTTOM
CL	CENTERLINE
CLR	CLEAR
EW	EACH WAY
FF	FAR FACE
HPCE	HIGH PERFORMANCE COLOR EXTERIOR



COLOR AND MATERIAL SCHEDULE

SECTION	ITEM	COLOR	REMARKS
Concrete Masonry	Coursesh Masonry	Ground Face Charcoal	
Concrete Masonry	Mortar Pigment	Ground Coarse Face Charcoal	
High Performance Coating	HPF-1	To match ASP Spun Forms on Nonresidential Class C or Legal White	Click Here for Details . See Details for Related Color Coats
High Performance Coating	HPF-2	To match Overhead Blue Sign Dye Powder Coat RAL 5017 (42/200)	Click Here for Details . See Details for Related Color Coats
Metal Fabrication	Aluminum Flat Plates	HPF-1, HPF-2	As indicated in drawing and details
Structural Steel	Steel Plate	Non-Galvanized Steel	As indicated in drawing and details

Site Name:

Bainbridge Island Transfer Center

Site Street Address:

260 Olympic Dr. SE

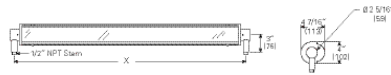
KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment D
Requested Linear Fluorescent Light



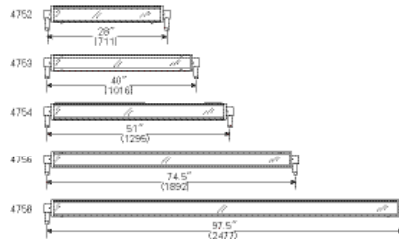
4750 SERIES

Knuckle Mount

T5-T5HO Linear Fluorescent



4750 SERIES LINEAR FLUORESCENT



Specifications

L: See Diagram To Right

W: 4-7/16"

113 mm

H: 4"

102 mm

IP65



CATALOG NUMBER	
NOTES	
TYPE	

DESCRIPTION

The Hydrel 4750 Series of Linear Fluorescent Lighting fixtures bring the high performance of the T5 & T5 HO lamp to the outdoors. With the 4750 Series patent pending Polar Pack™ cold weather option, full light output is now a reality to 0° F (-18°C). The T5 & T5 HO lamp performance, the high output symmetrical and asymmetrical distributions, and the simple lines make the 4750 Series fixture ideal for spreading soft, even illumination along walls, signs, and planters. The 4750 Series Linear Fluorescent T5 offers single and multiple lamp configurations. Five unique lighting distributions with a variety of lamp wattages and sizes.

ORDERING INFORMATION (60HZ)

EXAMPLE: 4754 54T5HO MVOLT MFL KM WMSA EA24 FSS LPI DNA

4754	54T5HO				MVOLT	MFL	KM
Model*	Lamp type*				Voltage*	Distribution*	Mounting*
4752	4752	4754	4758		MVOLT²	WWD Wall Wash	KM Knuckle Mount
4753	14T5 T5 Mini Bi-Pin	28T5 T5 Mini Bi-Pin	2/28T5 Two (2) T5 Mini Bi-Pin		120¹¹	VFL Vertical Flood	KMDE 3/4" NPT Direct Entry Knuckle
4754	2/14T5¹ Two (2) T5 Mini Bi-Pin	2/28T5¹ Two (2) T5 Mini Bi-Pin	4/28T5¹ Four (4) T5 Mini Bi-Pin		277¹¹	NFL Narrow Flood	
4756	24T5HO T5 High Output Mini Bi-Pin	54T5HO T5 High Output Mini Bi-Pin	2/54T5HO Two (2) T5, High Output Mini Bi-Pin		347¹⁶	MFL Medium Flood	
4758	2/24T5HO¹ Two (2) T5 HO Mini Bi-Pin	2/54T5HO¹ Two (2) T5 HO Mini Bi-Pin	4/54T5HO¹ Four (4) T5 HO Mini Bi-Pin			WFL³ Wide Flood	
	4753	4756					
	21T5 T5 Mini Bi-Pin	2/21T5 Two (2) T5 Mini Bi-Pin					
	2/21T5¹ Two (2) T5 Mini Bi-Pin	4/21T5¹ Four (4) T5 Mini Bi-Pin					
	39T5HO T5 High Output Mini Bi-Pin	2/39T5HO Two (2) T5, High Output Mini Bi-Pin					
	2/39T5HO¹ Two (2) T5 HO Mini Bi-Pin	4/39T5HO¹ Four (4) T5 HO Mini Bi-Pin					

WMSA EA24	FSS		LPI	DNA
Mounting Options ⁷	Accessories	Options	Lamp*	Finish*
ARJB Arch. J-Box	External	TPH Tamper Proof Hardware	LPI 3000K Lamp Included	BL Black
JBA Aluminum J-Box	FSS⁵ Flush Source Shield	PLPKX¹⁴ Polar Pack™ Cold Weather Option 120 V		BZ Bronze
JBB Bronze J-Box		PLPKZ¹⁴ Polar Pack™ Cold Weather Option 208-277 V	LP35K 3500K Lamp Included	DDB Dark Bronze
WMSA Wall Mount with Splice Access	FVSR⁶ Full Visor	PLPKY^{13,14} Polar Pack™ Cold Weather Option 347 V		DNA Natural Aluminum
WMP Wall Mount Plate	HVSR⁶ Half Visor	CW20^{8,10} Cold Weather Ballast, -20°F (-29°C) starting temp. (PLPK_ required for lamp to work optimally with CW20).	LP41K 4100K Lamp Included	GN Green
EWM_ Ext. Wall Mount	Internal	ELN^{9,12} Emergency Battery Backup half output		GR Gray
PSSA Pedestal Stanchion Mount	IDF Internal Diffusion Film			SND Sand
SMSA_ 12"-48" Stanchion Mount, available in 6" increments				STG Steel Gray
SBA_ 12" or 18" Stake Mounted J-Box, Aluminum				TVG Terra Verde Green
SBB_ 12" or 18" Stake Mounted J-Box, Bronze				WH White
PSS_ 18", 24" or 36" Polymer Sealed Ground Spike				CF Custom
WMP/WMSA Accessories⁴				_Z¹⁷ Zinc Undercoat (i.e. BLZ)
EA_¹⁵ Extended Arm Specify length 12", 24", 36"				
EA45_¹⁵ 45° Extended Arm Specify length 12", 24", 36"				
EA90_¹⁵ 90° Extended Arm Specify length 12", 24", 36"				
EAS_ Extended Arm Strut, Specify length 12", 24", 36"				
EAS45_ 45° Extended Arm Strut, Specify length 12", 24", 36"				
EAS90_ 90° Extended Arm Strut, Specify length 12", 24", 36"				

*Required Entries

Notes:

- Available with WFL Distribution only.
- MVOLT Multi-Volt ballast range: 120V-277V, 50/60 Hz.
- WFL Distribution only available with multiple lamp options as specified with note 1.
- EA Extended Arm Accessory available for WMP and WMSA mounting only.
- Only available with NFL and MFL distributions (standard on WWD).
- Accessory is mutually exclusive, choose one only.
- If selected, two per fixture will be provided.
- Only available with WWD and WFL distributions.
- Only available with 4754 or 4758 and only WWD and WFL distributions.

- Only available with 54T5HO lamps.
 - Only available with ELN.
 - Must choose 120 or 277 volts, MVOLT and 347 NOT available.
 - Not available with ELN or MVOLT.
 - The 4750 luminaire utilizes an additional intermittent 19 Watts per unit at 347 volts for temperatures below 40°F (4°C) when using PolarPack™ Technology.
 - 36" length not suitable with the 4758.
 - 347 only available with 54T5HO lamps.
 - Add Zinc undercoat for harsh environments.
- NOTE:** Hydrel Reserves The Right To Modify Specification Without Notice. Any dimension on this sheet is to be assumed as a reference dimension: "Used for information purposes only. It does not govern manufacturing or inspection requirements." (ANSI Y14.5-1973)

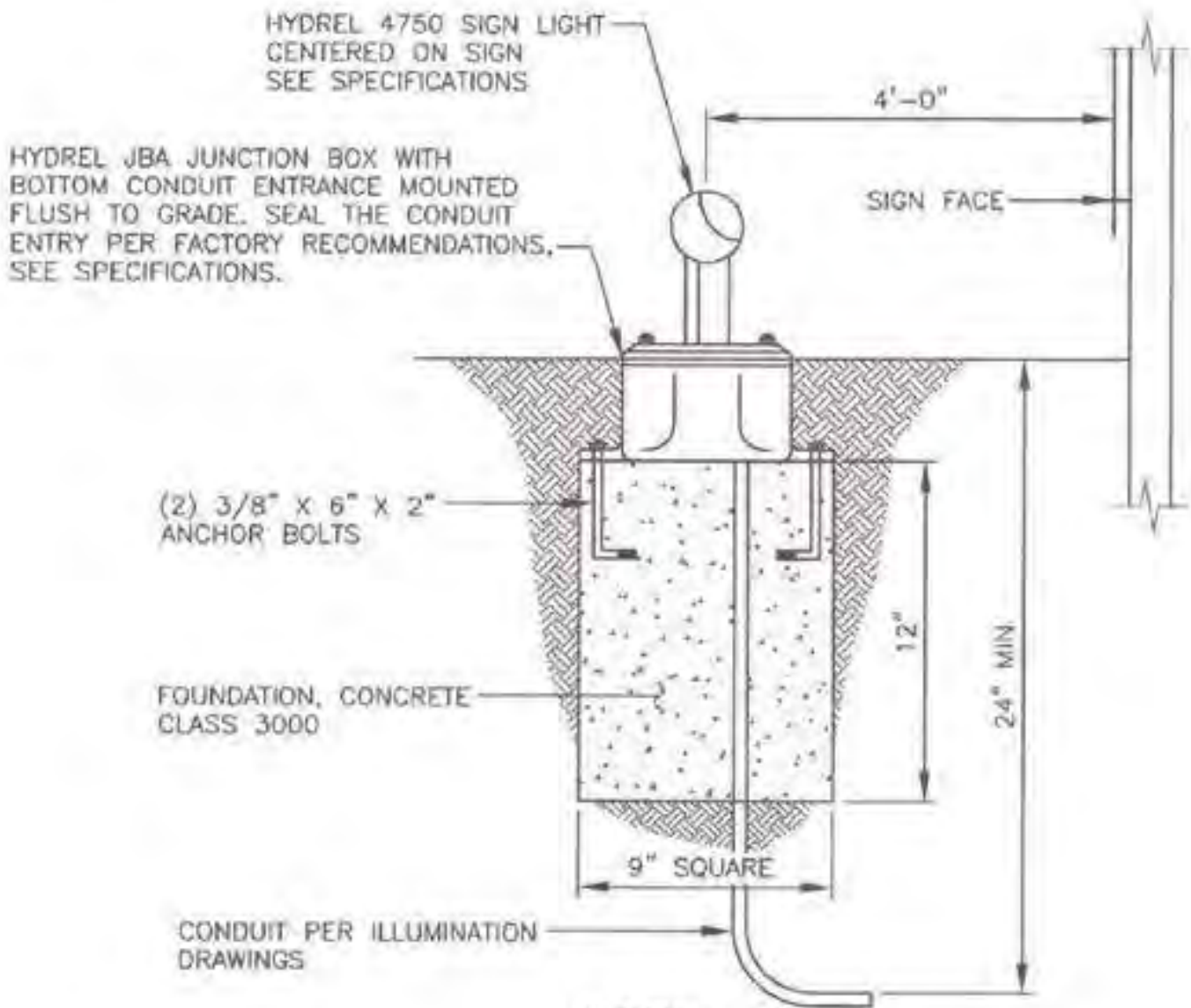


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6/2/14
4750_KMDE

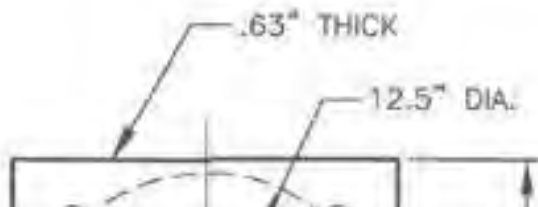
KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment E
Light Ground Fixture Installation

Attachment E- Light Ground Fixture Installation



NOTE:

SIGN LIGHT SHALL BE SUPPORTED BY 2 FOUNDATIONS. SECOND FOUNDATION SHALL NOT HAVE CONDUIT INSTALLED.



SIGN LIGHT

N.T.S.

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment F
Landscaping Examples

Attachment F- Landscaping



Pebble ground cover



Ornamental Grasses

KITSAP TRANSIT
INVITATION FOR BIDS # KT 22-784
FOR
BI MONUMENT SIGN
Attachment G
Electrical Connection Area

Attachment G- Electrical

