



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

## INVITATION FOR BIDS

### Charleston Base EV Infrastructure – Phase 2

**IFB # KT 22-803**

**November 2, 2022**

**BIDS DUE NOVEMBER 22, 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.

**Grant Funded:**



**Federal Transit Administration**



## **Bidder's Checklist**

Solicitation Number: KT 22-803
Solicitation Name: Charleston Base EV Infrastructure Phase 2
Due Date and Time: November 22, 2022 @ 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: Supplemental Bidder Responsibility Criteria	
Exhibit C: Required Forms	
*Bid Form	
*Signed Bidder's Affidavit	
*Bid Bond	
Exhibit D: Certificate of Compliance of Wage Payment Statutes	
Exhibit E: Environmental Activities Briefing Packet	
Exhibit G: Federal Transit Administration Acknowledgement	
Exhibit G: Buy America Certification	
Exhibit G: Lobbying Certification	

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: \_\_\_\_\_

**KITSAP TRANSIT REQUIREMENTS:**

Section 1	Bid Advertisement
Section 2	Instructions for Bidders
Section 3	General Provisions
Section 4	Sample Contract

**EXHIBITS:**

<b>EXHIBIT A</b>	Scope of Work and Drawings
<b>EXHIBIT B</b>	Supplemental Bidder Responsibility Criteria Documentation Statements
<b>EXHIBIT C</b>	Required Forms
<b>EXHIBIT D</b>	Certification of Compliance with Wage Payment Statues
<b>EXHIBIT E</b>	Environmental Activities Manual Briefing Package
<b>EXHIBIT F</b>	Davis Bacon Wage Determination WA20220001 09/09/2022
<b>EXHIBIT G</b>	Federal Transit Administration Contract Clauses and Certifications

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**Advertisement Post Date: November 2, 2022**

Kitsap Sun, Kitsap Transit Website: [www.kitsaptransit.com](http://www.kitsaptransit.com); OMWBE;

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## INVITATION FOR BIDS

### KT # 22-803 Charleston Base EV Infrastructure Phase 2

**Scope of Work:** The Work consists of site preparation to support EV charging infrastructure for battery-electric buses per approved plan and specifications including:

- Construct Charging Station Foundations
- Construct Charging Station Bollards
- Install Conduit and Conductors for Charging Stations

The Work Site will be Kitsap Transit's Charleston Base located at 200 Charleston Blvd. Bremerton WA 98312.

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

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

Activity	Date and Time
Invitation for Bids Released	November 2, 2022
Pre-Bid Meeting & Site Visit	November 10, 2022 at 10:00 AM
Request for Clarification/Substitutions Due	5:00 PM November 14, 2022
Bid Due Date	<b>2:00 PM November 22, 2022</b>
Board of Director's Award	December 6, 2022
Anticipated Notice to Proceed	*Week of October 7, 2022

**Pre-Bid Meeting:** A non-mandatory Pre-Bid Meeting and site visit will be scheduled on November 10, 2022 at 10:00 AM. An explanation of the project and solicitation requirements will be provided with a question and answer session to follow. Following the project explanation, prospective Contractors will be allowed to tour the Work site with Kitsap Transit staff. Contractors should meet at: Kitsap Transit 60 Washington Ave Suite 200 Bremerton WA.

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

**Pre-Bid Questions:** All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM November 14, 2022** via e-mail: [patrickr@kitsaptransit.com](mailto:patrickr@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 Patrick Rogers at [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) to have your firm added to the Plan Holder's List to automatically receive updates, addenda and other project information.

**Time for Completion:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within **ninety (90)** Calendar Days of said Notice.

**Bid Due Date:** Sealed Bids will be received until **2:00 PM November 22, 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 BID ADVERTISEMENT  
(SECTION 1)**

## 2.1 Definitions:

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

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

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

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

**Contract:** The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, 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 [http://www.kitsaptransit.com/static/62/privacy-policy#title\\_vi](http://www.kitsaptransit.com/static/62/privacy-policy#title_vi).

- 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 Supplemental Bidder Responsibility Criteria:**

As evidence that the Bidder meets the mandatory and Supplemental Responsibility Criteria, **Exhibit B must be submitted with your Bid**, written verification that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation, including but not limited to that detailed below which, in the sole judgment of Kitsap Transit, demonstrates compliance with all mandatory and Supplemental Responsibility Criteria.

### **A) Delinquent State Taxes**

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

### **B) Reserved**

### **C) Claims Against Retainage and Bonds**

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

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

### **D) Subcontractor Responsibility**

- 1) **Criterion:** The Bidder's standard subcontract form shall include the Subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each Subcontractor. The Bidder's subcontract form shall also include a requirement that each of its Subcontractors shall have

a document of similar procedure to determine whether the sub-tier Subcontractors with whom it contracts are also “responsible” Subcontractors as defined by RCW 39.06.020.

- 2) **Documentation:** The Bidder shall submit a copy of its standard subcontract form for review by Kitsap Transit and a written description of its procedure for validating the responsibility of Subcontractors with which it contracts.

E) **Public Bidding Crime**

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

F) **Termination for Cause / Termination for Default**

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

G) **Lawsuits**

- 1) **Criterion:** The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder within five (5) years of the Bid submittal deadline for this project that demonstrates a pattern of failing to meet the terms of Contracts, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall submit a list of lawsuits or arbitrations with judgments entered against the Bidder within the aforementioned time period, along with a written explanation of the circumstances surrounding each such lawsuit or arbitration. Kitsap Transit shall evaluate these explanations to determine whether the lawsuits or arbitrations demonstrate a pattern of failing to meet terms in Contracts. Kitsap Transit reserves the right to investigate and evaluate lawsuits or arbitrations made against the Bidder within the time period specified that were not reported by the Bidder.

- H) **Appeals:** If Kitsap Transit determines the Bidder does not meet the Bidder responsibility criteria outlined herein and is therefore not a responsible Bidder, Kitsap Transit shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with Kitsap Transit's determination, the Bidder will have one (1) business day from receiving the determination to appeal and present additional information to Kitsap Transit. Kitsap Transit will consider any such

timely submitted additional information before issuing its final determination. If the Bidder disagrees with Kitsap Transit's final determination, it may appeal that determination to the Board Chair of the Kitsap Transit Board of Directors within one (1) business day of receiving Kitsap Transit's final determination. If the Board of Directors affirms that the Bidder is not responsible, Kitsap Transit will not execute a Contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

**l) Request to Change Supplemental Criteria during Bidding**

- 1) Potential Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests ("Request") to Kitsap Transit to modify the criteria. Such requests shall be made in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to Bid Opening. Requests may be submitted via U.S. post mail, hand-delivered, or sent by electronic mail within this timeline to:
  - Mail/Delivery: Patrick Rogers  
Kitsap Transit  
60 Washington Ave., Ste. 200  
Bremerton, WA 98337-1888
  - E-mail: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com)
- 2) The Request must include the Bidder's name and address, the Project Number and Title, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the Requestor would like the criteria modified. Requests either not addressed to the Contracts Administrator as indicated in Item 1 above, or requests received after the request submittal deadline, will not be considered.
- 3) Any changes to the Supplemental Bidder Criteria, as determined by Kitsap Transit in its sole discretion, will be issued as an Addendum to the Bid Documents.

**2.18 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.

**2.19 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.

**2.20 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.

## **2.21 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.***

**2.22 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.

**2.23 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. **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.
- d. **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.
- e. **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 22-803 Charleston Base EV Infrastructure Phase 2.**

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

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

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

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

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

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

## **END OF SECTION 2**

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

### **3.1 CONTRACT DOCUMENTS**

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



ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford Kitsap Transit the maximum benefits thereof.

- I) The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. Kitsap Transit assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

### **3.2 KITSAP TRANSIT – GENERAL RESPONSIBILITIES**

- A) Kitsap Transit, as Owner, shall designate a representative (“Engineer”) from the Architectural and Engineering (A/E) team who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for Kitsap Transit. Kitsap Transit shall issue all instructions to the Contractor through the Engineer.
- B) The Engineer shall review and determine that the goals, objectives and scope of this Contract are being met, as well as determining that the Schedule, budget and funding limitation of this Contract are satisfied. The Engineer will coordinate the input and Work of various governmental agency or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.
- C) The Engineer will review all Working Drawings, product data, samples or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Engineer’s review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Engineer of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the Engineer that the Record Drawings will satisfy the requirements of the Contract. The Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.
- D) The Engineer will perform ten (10) on-site visits and related paperwork. The Engineer will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Engineer, or other Kitsap Transit representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind Kitsap Transit in determining Final Completion of the Work.
- E) Kitsap Transit and the Engineer have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Engineer may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Engineer to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the Engineer, at the Contractor’s risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Engineer fails to reject such Work or material. The right of Kitsap Transit, or the Engineer, to reject Work shall not create a duty on the part of Kitsap Transit to exercise this right for the benefit of the Contractor or any other person or entity.
- F) Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring Kitsap Transit and the Engineer, or other representative of Kitsap Transit, to: 1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the

Work. No approval or advice given by Kitsap Transit, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by Kitsap Transit that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to Kitsap Transit, or its representatives, on account of approval or advice.

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

### **3.3 CONTRACTOR – GENERAL RESPONSIBILITIES**

- A) Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.
- B) The Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, the Contractor shall comply with those codes, rules, regulations and laws which require the highest standard of construction quality and workmanship.
- C) The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by Kitsap Transit, and shall at once report to the Engineer any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor performs any construction activity without carefully studying and comparing the Contract Documents, or fails to promptly report the discovery of any error, inconsistency, omission or variance in the Contract Documents,

then the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications, or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.

- D) The Contractor is responsible to field measure existing site conditions and verify casework pieces will accurately fit within the parameters as indicated on the Drawings.
- E) The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.
- F) The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their Work or business. The Contractor shall properly coordinate this Work with that of Kitsap Transit or other Contractors.

### **3.4 SUB-AGREEMENTS**

- A) The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Kitsap Transit, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all Subcontractor agreements shall be furnished to Kitsap Transit at the beginning of the Project. The Contractor shall also ensure that all sub-contracts include the "Subcontractor Bidder Responsibility Criteria" set forth in Item 3.5 below and ARTICLE 36.00, Section 4.
- B) Nothing contained herein; however, shall be interpreted as creating a contractual relationship between Kitsap Transit and any Subcontractor. The Contractor is for all purposes an independent Contractor and not an employee or agent of Kitsap Transit.
- C) **Subcontractors List:** The Contractor, at the request and direction of KT, will provide copies of any written agreements for approval of each Subcontractor after Contract Award.

### **3.5 SUBCONTRACTOR BIDDER RESPONSIBILITY CRITERIA**

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

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

### **3.6 PROTECTION OF EXISTING PROPERTY**

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

### **3.7 SAFETY STANDARDS**

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

### **3.8 SPECIAL REPORTS**

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, the Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the results or effects and similar pertinent information. Submit special reports directly to the Kitsap Transit Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

### **3.9 WORKING DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS**

- A) The Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all Working Drawings, product data, samples, and other items required by the Contract

Documents, to the Engineer for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by Kitsap Transit to review resubmitted Working Drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.

- B) Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. Kitsap Transit is not required to review submittals that depend for their review on other submittals not yet submitted.
- C) No portion of the Work requiring submittal of a Working Drawing, product data, or sample shall be commenced until the submittal has final approval by Kitsap Transit. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

### **3.10 RECORD DOCUMENTS**

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

### **3.11 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A) The Contractor shall be fully responsible to Kitsap Transit for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B) The Contractor shall at all times enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of Kitsap Transit.
- C) The Contractor shall employ a General Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to Kitsap Transit.
- D) Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to Kitsap Transit a listing of its principal staff assignments, consultants and Subcontractors; naming persons and listing their telephone numbers.

### 3.12 **GENERAL GUARANTEE AND WARRANTIES**

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.

### 3.13 **PREVAILING WAGE REQUIREMENTS**

- A) As required by Chapter 39.12 RCW, wage rates to be paid all laborers, workers, and mechanics performing any part of this Contract, whether they are employed by the Contractor, Subcontractors, or lower-tiered Subcontractors, or any other person who performs a portion of the Work completed by this Contract, shall not be less than the Washington State prevailing wage rates paid for an hour's Work in the same trade or occupation in the County that the work is performed. The Contractor is required to pay the applicable prevailing wage rates in effect upon the Bid Due Date, which shall remain in effect for the duration of the Contract. A copy of the applicable wage rates is available for viewing at Kitsap Transit's Harborside Building. A hard copy will be mailed upon request.
- B) **Washington State Prevailing Wages:** May be found at the website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Kitsap Transit does not imply or warrant that the Contractor will find labor available at those rates.
- C) **Davis Bacon Wage Rates:** The Federal wage laws and rules apply. The hourly minimum rates for wages and fringe benefits are included as **Exhibit E**. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's Wage Determination WA20220001 09/09/2022. Ten (10) days before the Bid Due Date, Kitsap Transit will review the Davis Bacon Wage Determination to ensure that the wage rates have not changed. If the rates have changed, the new rates will be sent out in an Addendum.
- D) **Wage Determinations:** It is the Contractor's sole responsibility to determine the category of prevailing wages it will have to pay. If more than one category of Work is applicable to the Project, the Contractor shall list them on the "*Statement of Intent to Pay Prevailing Wages*". If the Contractor is employing labor in a class not listed on the State schedule, the Contractor shall immediately contact the Industrial Statistician of the Washington State Department of Labor and Industries to determine the correct wage rate for that class and locality. The Statistician's decision shall be final, conclusive and binding on all parties.
- E) **Intents and Affidavits:** No payment will be made on this Contract until the Contractor and each and every Subcontractor, regardless of tier, has submitted to Kitsap Transit a "*Statement of Intent to Pay Prevailing Wages*" that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every Subcontractor has submitted to Kitsap Transit an "*Affidavit of Wages Paid*" that has been approved by L&I's Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.
- F) **Filing Requirements:** Kitsap Transit recommends that Intent and Affidavit forms be submitted electronically with Labor and Industries to expedite verification of submittal; however, Kitsap

Transit will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, the Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.

- G) **Posting of Notices:** The Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:
- 1) Contractor's registration certificate number;
  - 2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
  - 3) The estimated number of workers in each classification.

### **3.14 CONTRACT BONDS**

- A) In the event the Surety becomes unacceptable to Kitsap Transit during the course of the Contract Work, or Kitsap Transit deems the Surety or Sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.
- B) **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all Subcontractors and suppliers, taxes imposed under Title 82 RCW.
- C) **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all its obligations under this Contract within the time prescribed therein.
- D) Kitsap Transit may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one hundred percent (100%) of the increase in Contract price. Kitsap Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

### **3.15 RETAINAGE**

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.

### **3.16 PAYMENT**

- A) Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage, and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every Subcontractor has been received by Kitsap Transit, payment shall be made within thirty (30) days after Kitsap Transit's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.
- B) **Payment Requests:** Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Engineer for review and certified approval prior to Kitsap Transit making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Engineer reviews the Contractor's pay request, a Certificate for Payment will be issued to Kitsap Transit to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the Engineer will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Kitsap Transit on account of portions of the Work done by such Subcontractor.
- C) **Progress Payments:** Kitsap Transit shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.
- D) **Prompt Payment of Subcontractors:** The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.
- E) **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released thirty (30) days following the date of Final Acceptance of the Work; provided that Kitsap Transit has received the following:
- (1) An "*Affidavit of Wages Paid*" for the Contractor and every Subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries;
  - (2) A release of liability from the WA State Department of Labor and Industries (L&I), WA State Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.
  - (3) Lien releases for the Contractor and each Subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to Kitsap Transit as soon as practical after completion of the Work. Kitsap Transit may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, Kitsap Transit may withhold funds to defray the cost of lien foreclosure and to pay attorney's fees in an amount no less than 150% of the lien amount.
  - (4) Satisfaction of any lien claims or unpaid claims Kitsap Transit may have against the Contractor or, where applicable, the consent of the Surety to release retainage. In the event a claim is filed against the retainage, the Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an



inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

- F) Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.
- G) **Claims:** In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

### **3.17 DELAYS – RESPONSIBILITY**

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

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

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

### **3.18 SUSPENSION OF WORK**

The Engineer may, with Kitsap Transit's approval, direct that all or any part of the Work be suspended for such time period as the Engineer deems proper because of unsuitable weather or other conditions beyond the control of Kitsap Transit and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the

Engineer. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the Engineer concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. Kitsap Transit may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

### **3.19 KITSAP TRANSIT'S RIGHT TO STOP WORK**

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by Kitsap Transit, Kitsap Transit may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

### **3.20 DISRUPTIONS CAUSED BY LABOR OR OTHER DISPUTES**

- A. The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or Kitsap Transit. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. The Contractor shall pay all attorneys' fees and expenses incurred by Kitsap Transit in establishing and enforcing Kitsap Transit's rights whether or not suit was instituted.
- B. The Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors and lower tier Subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to Kitsap Transit property by Kitsap Transit, its agents, employees, tenants or employees thereof, or other Contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to Kitsap Transit property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:
  - Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Kitsap Transit property;
  - Policing entrances to assure that only authorized personnel may use the same;
  - Posting notices or signs which advise interested persons and labor organizations that a particular entrance to Kitsap Transit property is for the employees of "primary" or, as the case may be, "neutral" employers;
  - Notifying all interested labor organizations or the "primary" or "neutral" status of particular entrances;
  - Upon request of Kitsap Transit, altering or rerouting the access to the Project;
- C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. Kitsap Transit will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, Kitsap Transit shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral"

entrances, and to take appropriate legal action in order to protect the interests of Kitsap Transit and those of its tenants and other Contractors.

- D. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of Kitsap Transit to request the Contractor take a specific action, nor the exercise by Kitsap Transit of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of Kitsap Transit shall be considered a material breach of the Contract.

### **3.21 CHANGES IN THE WORK AND CHANGE ORDERS**

- A) Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or Kitsap Transit shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing and incorporated into the Contract Documents through the execution of a Change Order by Kitsap Transit, or the Engineer, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, Kitsap Transit's decision shall be final.
- B) **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives Kitsap Transit written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.
- C) **Owner Directed Changes:**
- (1) Kitsap Transit may make at any time during the Work, without notice to the Surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:
    - Deleting any part of the Work;
    - Increasing or decreasing quantities;
    - Altering Specifications, designs, or both;
    - Altering the way Work is to be done;
    - Adding new Work;
  - (2) For any change requested by Kitsap Transit, the Contractor shall submit to the Engineer, within seven (7) calendar days of Kitsap Transit's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.
  - (3) Any Field Directive, response to Requests for Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as "Direction") provided by

Kitsap Transit or the Engineer, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.

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

E) **Time Extension:**

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

F) **Equitable Adjustment:**

- (1) Except as specifically provided for herein, the Contractor is not entitled to an equitable adjustment, and Kitsap Transit will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at Kitsap Transit's discretion. Nothing in this Section shall be deemed to require a change in the Contract Amount when additional, extra, or changed Work is the result of an estimating, contracting or engineering error by the Contractor. In no event shall the Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
- (2) If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided; however, that except for claims based on defective Specifications, no claim for any Contractor requested change shall be allowed for any costs

incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective Specifications for which Kitsap Transit is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.

- (3) If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by Kitsap Transit, or the furnishing of a written notice to Kitsap Transit, submit to Kitsap Transit a written proposal ("**Change Request**") further setting forth the general nature, time implications, monetary extent of such claims, and a certification that the Contractor regards the order as a necessary change, unless this period is extended by Kitsap Transit. The Contractor may request, in writing, an extension in time to submit the Change Request.
- (4) The Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed Bids of any Subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. The Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee.

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

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

- (7) If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in the Contractor's or Subcontractors' underlying Bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
- (8) If Kitsap Transit and the Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, the Contractor may request in writing, at any time, a final offer from Kitsap Transit. Kitsap Transit shall provide the Contractor with its written response within thirty (30) calendar days of the Contractor's request. Kitsap Transit may also provide the Contractor with a final offer at any time. If the Contractor rejects Kitsap Transit's final offer, or the parties are otherwise unable to reach agreement, the Contractor's only remedy shall be to file a claim as provided in the claims section.
- G) **Unilateral Change Order:** If Kitsap Transit and the Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, Kitsap Transit may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the Surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as Kitsap Transit deems appropriate and the Contractor shall promptly and diligently perform the Work in the most efficient, economical, and workmanlike manner, consistent with the best interest of Kitsap Transit, and shall not slow or stop the progress of the Work pending resolution of any such disputes. The Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If the Contractor disagrees with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim in accordance with Paragraph 4.27 – Claims. Unless Kitsap Transit agrees in writing to the contrary, the Contractor shall only be permitted to perform changes in the Work with its own forces if the Contractor was the entity that performed, or was contemplated to perform, the original Work of the trade in question.
- H) **Differing Site Conditions:**
- (1) In the event the Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, the Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
- (2) The Contractor shall promptly notify the Engineer orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, the Contractor shall furnish Kitsap Transit written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
- (3) If such notice is not given prior to the condition being disturbed, or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before Kitsap Transit directs the Contractor to proceed with the Work despite the condition, Kitsap Transit's right to address the changed conditions will be deemed to be prejudiced and the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of

such condition. Oral notice alone by the Contractor to Kitsap Transit, or the Engineer, regarding such condition shall not be adequate to avoid such waiver.

- (4) Upon receiving the Contractor's written notification, Kitsap Transit shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
- (5) If Kitsap Transit determines, upon concurrence by the Engineer, that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, Kitsap Transit may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.

**I) Contractor's Obligation to Proceed:**

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

**3.22 PROTEST PROCEDURE FOR CHANGE ORDERS**

- A) The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional

entitlement and accepts from the Engineer any written or oral order, including directions, instructions, interpretations, and determinations.

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



recoverable from Kitsap Transit. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

### **3.23 FINAL INSPECTION**

If the Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, Kitsap Transit may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, Kitsap Transit may choose to: 1) have the Work performed by another Contractor with the cost of such Work to be deducted from the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by Kitsap Transit to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided Kitsap Transit under this Section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

### **3.24 FINAL COMPLETION AND FINAL ACCEPTANCE**

- A) **Final Completion**: Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, the Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to Kitsap Transit.
- B) **Final Acceptance**: Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of Kitsap Transit. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. Kitsap Transit shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A "*Certificate of Final Completion and Final Acceptance*" will be issued by Kitsap Transit provided that:
- ✓ The physical Work on the Project is complete and the Contractor has satisfactorily demobilized.
  - ✓ 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.

### **3.25 PROJECT CLOSEOUT**

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

- 1) An L&I approved "Affidavit of Wages Paid" for Prime and all Subcontractors.
- 2) An invoice representing 5% Final Payment for retainage.
- 3) Certificate of payment of State excise taxes, if applicable.
- 4) Release of any outstanding claims.

### **3.26 FORFEITURE OF CONTRACT**

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

### **3.27 CLAIMS**

- A) A “claim” is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.
- B) **Notice of Intent to Claim:** It is an express condition of the Contractor’s right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written “Notice of Intent to Claim” to Kitsap Transit within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of Kitsap Transit, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written “Notice of Intent to Claim” shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) the Contractor’s plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim.
- C) Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against Kitsap Transit.
- D) **Written Claim:** Within ten (10) calendar days of Kitsap Transit’s receipt of the written Notice of Intent to Claim, the Contractor shall provide Kitsap Transit, at a minimum, the following details:
- 1) The date and a detailed description of the event giving rise to the Claim;
  - 2) A detailed statement of the nature of all impacts to the Contractor and all others, if any, affected by the Claim event;
  - 3) A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
  - 4) A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by the Contractor;
  - 5) A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
  - 6) A statement of all provisions of the Contract Documents upon which the Claim is based.
- E) The Contractor’s failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. Kitsap Transit will continue to make proper payments for Work items that are undisputed and in accordance with the Contract.
- F) The Contractor and Kitsap Transit acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by the Contractor (and those for whom the Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.
- G) **Time and Schedule:** If the Contractor claims entitlement to an extension of time to complete the Project, it shall be the Contractor’s responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress

Schedule reflecting the effects of the delay and Bids to minimize these effects. If no Progress Schedule has been submitted to Kitsap Transit reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.

- H) **Additional Records and Audit:** The Contractor shall be responsible to furnish, when requested by Kitsap Transit, such further information and details as may be required to determine the facts or contentions involved in said Claim. The Contractor agrees to give Kitsap Transit access to account books, records or other materials relating to the Work and shall cause its Subcontractors to do the same so that Kitsap Transit can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.
- I) **Review Timeframe:** Kitsap Transit shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such Claim. When Kitsap Transit has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. Should the Contractor not be satisfied with Kitsap Transit's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. The Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

### **3.28 AUDIT OF RECORDS**

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

### **3.29 FEDERAL CONTRACT CLAUSES AND CERTIFICATIONS:**

The Contractor shall certify to the best of its knowledge and belief, that it has or has not read and understood the FTA Contract Clauses and Certifications (**Exhibit F**) as they pertain to the Project using 'Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications FTA Master Agreement 29.

## **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](mailto: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 XX-XXX"**.

Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall

obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured. The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control. No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

- 17.03 Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also name Kitsap Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Kitsap Transit. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.
- 17.04 Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- 17.05 Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to Kitsap Transit within one (1) business day of the Contractor's receipt of such notice.
- 17.06 Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of Kitsap Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Kitsap Transit, its officers, agents, and employees, the Contractor shall pay the same.
- 17.07 Failure of Coverage:** The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which Kitsap Transit may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Kitsap Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Kitsap Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Kitsap Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to Kitsap Transit shall enable Kitsap Transit to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".

**17.08 Rights of Subrogation:** Kitsap Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with Kitsap Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Kitsap Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to Kitsap Transit under the provisions of this subpart.

#### **ARTICLE 18.00 JOINT VENTURE CONTRACTOR**

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

#### **ARTICLE 19.00 JURISDICTION LAWS AND VENUE**

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

#### **ARTICLE 20.00 LIENS, CLAIMS AND ENCUMBRANCES**

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

#### **ARTICLE 21.00 NON-DISCRIMINATION**

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

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

#### **ARTICLE 22.00 OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 23.00      PAYMENT**

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

**23.02 Payment:** Except for retainage, payment will be made by Kitsap Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by the Kitsap Transit Project Manager, *providing* a Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" is received by Kitsap Transit for the Contractor and every Subcontractor who performed under the Contract *and* Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.

**23.03 Prompt Payment of Subcontractors:** The Contractor, as the Prime Contractor, is required to make payment to Subcontractors within thirty (30) days from the receipt of each payment it receives from Kitsap Transit for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within thirty (30) days after the Subcontractor's Work is satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors' Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to Kitsap Transit showing inclusion of these provisions, especially the Federal clauses. Kitsap Transit may withhold the applicable sum due a Subcontractor for non-compliance with this Section.

**23.04 Approval of Invoices:** Prior to approval of payment, the Kitsap Transit Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.

**23.05 Pay Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.

- 23.06 Invoices shall be submitted to:** Kitsap Transit, Accounts Payable, 60 Washington Ave., Suite 200, Bremerton, WA 98337 for all transactions made during a calendar month by the 5th day of the following month.
- 23.07 Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.
- 23.08 Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Kitsap Transit, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit and shall in no way lessen the liability of the Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

## **ARTICLE 24.00      PERFORMANCE STANDARDS**

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

Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

- 24.06** After the first occurrence of any non-performance, Kitsap Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Kitsap Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 24.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for Kitsap Transit Contracts may be rejected without consideration. Kitsap Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

## **ARTICLE 25.00      PROPERTY LIABILITY**

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

## **ARTICLE 26.00      RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR**

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



businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

#### **ARTICLE 27.00 REPRESENTATIVES**

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

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

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

#### **ARTICLE 28.00 RISK OF LOSS AND TITLE**

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

#### **ARTICLE 29.00 SERVICE OF NOTICES**

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

#### **ARTICLE 30.00 STATE AND LOCAL LAW DISCLAIMER**

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

#### **ARTICLE 31.00 SUGGESTIONS TO CONTRACTOR**

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

#### **ARTICLE 32.00 SUPERVISION AND COORDINATION**

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

#### **ARTICLE 33.00 SUSPENSION OF CONTRACT**

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

## **ARTICLE 34.00      TERMINATION**

**34.01 Termination for Convenience.** Kitsap Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Kitsap Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Kitsap Transit, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to Kitsap Transit, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same, and dispose of it in the manner Kitsap Transit directs.

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

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

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

**34.03 Opportunity to Cure.** Kitsap Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Kitsap Transit's satisfaction the breach or default or

any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from Kitsap Transit setting forth the nature of said breach or default, Kitsap Transit shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Kitsap Transit from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

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

#### **ARTICLE 35.00 WAIVER OF RIGHTS BY KITSAP TRANSIT**

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

#### **ARTICLE 36.00 WARRANTY OF TITLE**

- 36.01** The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by Kitsap Transit towards the value of materials delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit. Title to all such materials shall become the property of Kitsap Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit, whichever occurs earlier.
- 36.02** No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of Kitsap Transit.
- 36.03** The provisions of this Article shall be inserted or referenced in, or otherwise made a part of all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

#### **END OF SECTION 4**

**KITSAP TRANSIT**

**INVITATION FOR BIDS # KT 22-803**

**FOR**

**CHARLESTON BASE EV INFRASTRUCTURE Phase 2**

**EXHIBIT A**

**SCOPE OF WORK & DRAWINGS**

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:

**Kitsap Transit  
200 Charleston Blvd  
Bremerton, WA 98312**

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:**

This project involves the following site preparation work to support charging infrastructure for Battery-Electric Buses (BEBs) per approved plans and specifications at Kitsap Transit's Charleston Base, located in Bremerton, WA:

- Construct Charging Station Foundations
- Construct Charging Station Bollards
- Install Conduit and Conductors for Charging Stations



# Charleston Base Charging Station Foundation Specification

Contract No. KT 21-725

Produced By:



830 PACIFIC AVE., BREMERTON, WA, 98337

June 28, 2022



SECTION 26 05 00.00 40

COMMON WORK RESULTS FOR ELECTRICAL  
11/20

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D709 (2017) Standard Specification for  
Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE Stds Dictionary (2009) IEEE Standards Dictionary: Glossary  
of Terms & Definitions

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

ANSI/NEMA OS 1 (2013; R 2020) Sheet-Steel Outlet Boxes,  
Device Boxes, Covers, and Box Supports

NEMA 250 (2020) Enclosures for Electrical Equipment  
(1000 Volts Maximum)

NEMA AB 3 (2013) Molded Case Circuit Breakers and  
Their Application

NEMA FB 1 (2014) Standard for Fittings, Cast Metal  
Boxes, and Conduit Bodies for Conduit,  
Electrical Metallic Tubing, and Cable

NEMA ICS 1 (2000; R 2015) Standard for Industrial  
Control and Systems: General Requirements

NEMA PB 1 (2011) Panelboards

NEMA TC 2 (2020) Standard for Electrical Polyvinyl  
Chloride (PVC) Conduit

NEMA TC 3 (2021) Polyvinyl Chloride (PVC) Fittings  
for Use With Rigid PVC Conduit and Tubing

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA  
20-1; TIA 20-2; TIA 20-3; TIA 20-4)  
National Electrical Code

NFPA 70E (2021) Standard for Electrical Safety in  
the Workplace



UNDERWRITERS LABORATORIES (UL)

UL 50	(2015) UL Standard for Safety Enclosures for Electrical Equipment, Non-Environmental Considerations
UL 67	(2018; Reprint Jul 2020) UL Standard for Safety Panelboards
UL 83	(2017; Reprint Mar 2020) UL Standard for Safety Thermoplastic-Insulated Wires and Cables
UL 486A-486B	(2018; Reprint May 2021) UL Standard for Safety Wire Connectors
UL 486C	(2018; Reprint May 2021) UL Standard for Safety Splicing Wire Connectors
UL 489	(2016; Rev 2019) UL Standard for Safety Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures
UL 514A	(2013; Reprint Aug 2017) UL Standard for Safety Metallic Outlet Boxes
UL 514B	(2012; Reprint May 2020) Conduit, Tubing and Cable Fittings
UL 514C	(2014; Reprint Feb 2020) UL Standard for Safety Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL 651	(2011; Reprint Mar 2020) UL Standard for Safety Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL 869A	(2006; Reprint Jun 2020) Reference Standard for Service Equipment

1.2 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, are as defined in IEEE Stds Dictionary.
- b. The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of submittal types.

1.3 SUBMITTALS

Engineer approval is required for submittals with an "E" classification. Submit the following:

SD-02 Shop Drawings

Marking Strips



SD-03 Product Data

Conduits and Raceways; E

Wire and Cable; E

Splices and Connectors; E

Outlet Boxes, Pull Boxes and Junction Boxes; E

Circuit Breakers; E

Panelboards; E

SD-06 Test Reports

Continuity Test; E

Phase-Rotation Tests; E

Insulation Resistance Test; E

600-Volt Wiring Test; E

SD-08 Manufacturer's Instructions

Manufacturer's Instructions

1.4 QUALITY CONTROL

1.4.1 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Contracting Officer. Ensure equipment, materials, installation, and workmanship are in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

1.4.2 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Provide products which have been in satisfactory commercial or industrial use for 2 years prior to bid opening. Ensure the 2-year period includes applications of equipment and materials under similar circumstances and of similar size. Ensure the product has been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items must be products of a single manufacturer.

## PART 2 PRODUCTS

### 2.1 EQUIPMENT

Provide the standard cataloged materials and equipment of manufacturers regularly engaged in the manufacture of the products. For material, equipment, and fixture lists submittals, show manufacturer's style or catalog numbers, specification and drawing reference numbers, warranty information, and fabrication site.

Provide factory-applied finish on electrical equipment in accordance with the following:

- a. **NEMA 250** corrosion-resistance test and the additional requirements as specified herein.
- b. Interior and exterior steel surfaces of equipment enclosures: thoroughly cleaned followed by a rust-inhibitive phosphatizing or equivalent treatment prior to painting.
- c. Exterior surfaces: free from holes, seams, dents, weld marks, loose scale or other imperfections.
- d. Interior surfaces: receive not less than one coat of corrosion-resisting paint in accordance with the manufacturer's standard practice.
- e. Exterior surfaces: primed, filled where necessary, and given not less than two coats baked enamel with semigloss finish.
- f. Equipment located indoors: ANSI Light Gray, and equipment located outdoors: ANSI Light Gray.
- g. Provide manufacturer's coatings for touch-up work and as specified in paragraph FIELD APPLIED PAINTING.

#### 2.1.1 Conduits and Raceways

##### 2.1.1.1 Rigid Nonmetallic Conduit

Ensure rigid nonmetallic conduit complies with **NEMA TC 2**, **NEMA TC 3**, and **UL 651** as applicable with a wall thickness not less than Schedule 40.

##### 2.1.2 Outlet Boxes, Pull Boxes and Junction Boxes

Ensure outlet boxes for use with conduit systems are in accordance with **NEMA FB 1** **UL 514A**, **UL 514B**, **UL 514C** and **ANSI/NEMA OS 1** and are not less than 1-1/2 inches deep. Furnish all pull and junction boxes with screw-fastened covers.

##### 2.1.3 Panelboards

Provide panelboards in accordance with **NEMA PB 1**, **UL 67**, and **UL 50**. Ensure panelboards for use as service equipment are also in accordance with **UL 869A**. Ensure panelboards have current rating, number of phases, and number of wires as indicated or specified herein. Ensure panelboards are rated for 277/480-volt, three-phase, 60-hertz. Ensure each panelboard, as a complete unit, has a short-circuit current rating equal to or greater than the integrated equipment rating indicated, but in no



case less than 10,000 amperes symmetrical.

Provide panelboards with bolt-on circuit breakers only. Use of plug-in style breaker is not permitted. Ensure panelboards are designed such that individual breakers can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as means of obtaining required clearance. Provide main lugs or main circuit breakers mounted "above" branch breakers with current ratings as indicated. Use of sub-feed breakers is not acceptable unless specifically indicated otherwise. Where "space only" is indicated, make provisions for future installation of breakers.

Submit detail drawings and manufacturer's standard product data for panelboards. Detail drawings consist of fabrication and assembly drawings for all parts of the work in sufficient detail to verify conformity with all requirements. Ensure drawings for panelboards indicate details of bus layout, overall physical features, dimensions, ratings, service requirements, and weights of equipment.

Provide tinned copper buses of the rating indicated, with main lugs or main circuit breaker. Provide all panelboards for use on grounded ac systems with a separate grounding bus in accordance with [UL 67](#) bonded to the panelboard enclosure. Ensure grounding bus is a solid bus bar of rectangular cross section equipped with binding screws for the connection of equipment grounding conductors. Provide three-phase, four-wire and single-phase, three-wire panelboards with an isolated full-capacity bus providing spaces for single-pole circuit breaker switches and spaces indicated as spare.

Provide bus bar connections to the branch circuit breakers that are the "distributed phase" or "phase sequence" type. Ensure that three-phase, four-wire panelboard busing is such that when any three adjacent single-pole breakers are individually connected to each of the three different phases, two- or three-pole breakers can be installed at any location. Ensure current-carrying parts of the bus assembly are plated.

Support bus bars on bases independent of circuit breakers. Design main buses and back pans so that breakers may be changed without machining, drilling, or tapping.

#### 2.1.3.1 Circuit Breakers

Provide circuit breakers that conform to [UL 489](#) and [NEMA AB 3](#) with frame a trip ratings as indicated.

Provide inverse-time-delay thermal-overload protection and instantaneous magnetic short-circuit protection. Provide an instantaneous thermal-magnetic tripping element that is adjustable and accessible from the front of the breaker on frame sizes larger than or equal to 100 ampere. Provide circuit breakers with frame sizes 1000 ampere and larger with electronic trip units equipped with adjustable long-time, short-time and ground-fault settings in addition to instantaneous. Provide circuit breakers with frame sizes 400 ampere and larger with electronic trip units equipped with adjustable long-time and short-time settings in addition to instantaneous.

Provide sufficient interrupting capacity of the panel and lighting branch circuit breakers to successfully interrupt the maximum short-circuit current imposed on the circuit at the breaker terminals. Provide circuit

breaker interrupting capacities with a minimum of 10,000 A and that conform to **NEMA AB 3**. Series rating of circuit breakers or overcurrent protective devices to achieve indicated interrupt rating is not permitted.

Provide the common-trip-type multipole circuit breakers having a single operating handle and a two-position on/off indication. Provide circuit breakers with temperature compensation for operation in an ambient temperature of 104 degrees F. Provide circuit breakers that have root mean square (rms) symmetrical interrupting ratings sufficient to protect the circuit being supplied. Interrupting ratings may have selective-type tripping (time delay, magnetic, thermal, or ground fault).

Provide a phenolic-composition breaker body capable of having such accessories as handle-extension, handle-locking, and padlocking devices attached where required to meet lock-out/tag-out requirements of **NFPA 70E**.

## 2.2 MATERIALS

### 2.2.1 Wire And Cable

Provide wires and cables in accordance applicable requirements of **NFPA 70** and **UL** for type of insulation, jacket, and conductor specified or indicated. Do not use wires and cables manufactured more than 12 months prior to date of delivery to site.

Provide minimum conductor size in accordance with the following:

- a. Branch circuits: No. 12 AWG.
- b. Class 1 remote-control and signal circuits: No. 14 AWG.
- c. Class 2 low-energy, remote-control and signal circuits: No. 16 AWG.
- d. Class 3 low-energy, remote-control, alarm and signal circuits: No. 22 AWG.

Ensure connectors used in wire systems comply with **UL 486A-486B** and **UL 486C** as applicable.

Ensure conductors installed in plenums are marked plenum rated.

#### 2.2.1.1 Insulation

Unless specified or indicated otherwise or required by **NFPA 70**, provide power and lighting wires rated for 600-volts, Type THWN/THHN conforming to **UL 83**, except that grounding wire may be type TW conforming to **UL 83**; remote-control and signal circuits: Type TW or TF, conforming to **UL 83**. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or better.

#### 2.2.2 Manufacturer's Nameplate

Ensure each item of equipment has a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent is not acceptable.



### PART 3 EXECUTION

#### 3.1 PREPARATION

Submit manufacturer's instructions including special provisions required to install equipment components and system packages. Special provisions include impedances, hazards and safety precautions.

#### 3.2 INSTALLATION

##### 3.2.1 Underground Service

Underground service conductors and associated conduit: continuous from service entrance equipment to outdoor power system connection.

##### 3.2.2 Service Entrance Identification

Service entrance disconnect devices, switches, and enclosures: labeled and identified as such.

##### 3.2.3 Wiring Methods

Provide insulated conductors installed in rigid nonmetallic conduit except where specifically indicated or specified otherwise or required by NFPA 70 to be installed otherwise. Grounding conductor: separate from electrical system neutral conductor. Provide insulated green equipment grounding conductor for circuit(s) installed in conduit and raceways.

###### 3.2.3.1 Pull Wire

Install pull wires in empty conduits. Pull wire: plastic having minimum 200-pound force tensile strength. Leave minimum 36 inches of slack at each end of pull wire.

##### 3.2.4 Conduits, Raceways and Fittings

Ensure that conduit runs between outlet and outlet, between fitting and fitting, or between outlet and fitting does not contain more than the equivalent of three 90-degree bends, including those bends located immediately at the outlet or fitting.

Do not install crushed or deformed conduit. Avoid trapped conduit runs where possible. Take care to prevent the lodgment of foreign material in the conduit, boxes, fittings, and equipment during the course of construction. Clear any clogged conduit of obstructions or replace conduit.

###### 3.2.4.1 Rigid Nonmetallic Conduit

Install a green insulated copper grounding conductor in conduit with conductors and solidly connect to ground at each end. Size grounding wires in accordance with NFPA 70.

###### 3.2.4.2 Stub Ups

Provide conduits stubbed up through concrete floor for connection to free-standing equipment with adjustable top or coupling threaded inside for plugs, set flush with finished floor. Extend conductors to equipment in rigid steel conduit, except that flexible metal conduit may be used 6

inches above floor. Where no equipment connections are made, install screwdriver-operated threaded flush plugs in conduit end.

#### 3.2.4.3 Conduit Support

Support conduit by pipe straps, wall brackets, threaded rod conduit hangers, or ceiling trapeze. Fasten by wood screws to wood; by toggle bolts on hollow masonry units; by concrete inserts or expansion bolts on concrete or brick; and by machine screws, welded threaded studs, or spring-tension clamps on steel work. Threaded C-clamps may be used on rigid steel conduit only. Do not weld conduits or pipe straps to steel structures. Do not exceed one-fourth proof test load for load applied to fasteners.

#### 3.2.4.4 Directional Changes in Conduit Runs

Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with hickey or conduit-bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent plaster, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of obstructions.

#### 3.2.5 Wiring

Color code feeder and branch circuit conductors as follows:

Use conductors up to and including AWG No. 2 that are manufactured with colored insulating materials. For conductors larger than AWG No. 2, have ends identified with color plastic tape in outlet, pull, or junction boxes.

Splice in accordance with the **NFPA 70**. Provide conductor identification within each enclosure where a tap, splice, or termination is made and at the equipment terminal of each conductor. Match terminal and conductor identification as indicated.

Where several feeders pass through a common pullbox, tag the feeders to clearly indicate the electrical characteristics, circuit number, and panel designation.

#### 3.2.6 Splices and Connectors

Make all splices in AWG No. 6 and larger with indenter crimp-type connectors and compression tools. Wrap joints with an insulating tape that has an insulation and temperature rating equivalent to that of the conductor.

#### 3.2.7 Conductor Identification

Provide conductor identification within each enclosure where tap, splice, or termination is made. For conductors No. 6 AWG and smaller diameter, provide color coding by factory-applied, color-impregnated insulation. For conductors No. 4 AWG and larger diameter, provide color coding by plastic-coated, self-sticking markers; colored nylon cable ties and plates; or heat shrink-type sleeves.

##### 3.2.7.1 Marking Strips

Provide marking strips in accordance with the following:



- a. Provide white or other light-colored plastic marking strips, fastened by screws to each terminal block, for wire designations.
- b. Use permanent ink for the wire numbers
- c. Provide reversible marking strips to permit marking both sides, or provide two marking strips with each block.
- d. Size marking strips to accommodate the two sets of wire numbers.
- e. Assign a device designation in accordance with **NEMA ICS 1** to each device to which a connection is made. Mark each device terminal to which a connection is made with a distinct terminal marking corresponding to the wire designation used on the Contractor's schematic and connection diagrams.
- f. The wire (terminal point) designations used on the Contractor's wiring diagrams and printed on terminal block marking strips may be according to the Contractor's standard practice; however, provide additional wire and cable designations for identification of remote (external) circuits for the Government's wire designations.
- g. Prints of the **marking strips** drawings submitted for approval will be so marked and returned to the Contractor for addition of the designations to the terminal strips and tracings, along with any rearrangement of points required.

#### 3.2.8 Panelboards

Securely mount panelboards so that the top operating handle does not exceed 72-inches above the finished floor. Do not mount equipment within 36-inches of the front of the panel. Ensure directory card information is complete and legible.

#### 3.2.9 Field Fabricated Nameplates

Ensure nameplates conform to **ASTM D709**. Provide laminated plastic nameplates for each equipment enclosure, relay, switch, and device, as specified or as indicated on the drawings. Each nameplate inscription identifies the function and, when applicable, the position. Provide nameplates that are melamine plastic, 0.125-inch thick, white with black center core and a matte finish surface with square corners. Accurately align lettering and engrave into the core. Minimum size of nameplates is 1 by 2.5 inches. Lettering is a minimum of 0.25-inch high normal block style.

#### 3.2.10 Identification Plates and Warnings

Provide identification plates for lighting and power panelboards, motor control centers, all line voltage heating and ventilating control panels, fire detector and sprinkler alarms, door bells, pilot lights, disconnect switches, manual starting switches, and magnetic starters. Attach identification plates to process control devices and pilot lights.

Install identification plates for all line voltage enclosed circuit breakers, identifying the equipment served, voltage, phase(s) and power source. For circuits 480 volts and above, install conspicuously located warning signs in accordance with OSHA requirements.

### 3.3 FIELD FABRICATED NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

### 3.4 WARNING SIGN MOUNTING

Provide the number of signs required to be readable from each accessible side. Space the signs in accordance with **NFPA 70E**.

### 3.5 FIELD APPLIED MOUNTING

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Where field painting of enclosures for panelboards, load centers or the like is specified to match adjacent surfaces, to correct damage to the manufacturer's factory applied coatings, or to meet the indicated or specified safety criteria, provide manufacturer's recommended coatings and apply in accordance to manufacturer's instructions.

### 3.6 FIELD QUALITY CONTROL

After completion of the installation and splicing, and prior to energizing the conductors, perform wire and cable continuity and insulation tests as herein specified before the conductors are energized.

Provide all necessary test equipment, labor, and personnel to perform the tests, as herein specified.

Isolate completely all wire and cable from all extraneous electrical connections at cable terminations and joints. Use substation and switchboard feeder breakers, disconnects in combination motor starters, circuit breakers in panel boards, and other disconnecting devices to isolate the circuits under test.

Perform **insulation-resistance test** on each field-installed conductor with respect to ground and adjacent conductors. Applied potential is 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. Take readings after 1 minute and until the reading is constant for 15 seconds. Minimum insulation-resistance values is not less than 25 Megohms for 300 volt rated cable and 100 Megohms for 600 volt rated cable. For circuits with conductor sizes AWG No. 8 and smaller insulation resistance testing is not required.

Perform **continuity test** to insure correct cable connection end-to-end (i.e correct phase conductor, grounded conductor, and grounding conductor wiring). Repair and verify any damages to existing or new electrical equipment resulting from mis-wiring. Receive approval for all repairs prior to commencement of the repair.

Conduct **phase-rotation tests** on all three-phase circuits using a phase-rotation indicating instrument. Perform phase rotation of electrical connections to connected equipment in a clockwise direction, facing the source.

Perform **600-volt wiring test** on wiring rated 600 volt and less to verify that no short circuits or accidental grounds exist. Perform insulation



Charleston Base Charging Station Foundations  
KT 21-725

resistance tests on wiring No. 6 AWG and larger diameter using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance: 250,000 ohms.

Submit test reports in accordance with referenced standards in this section.

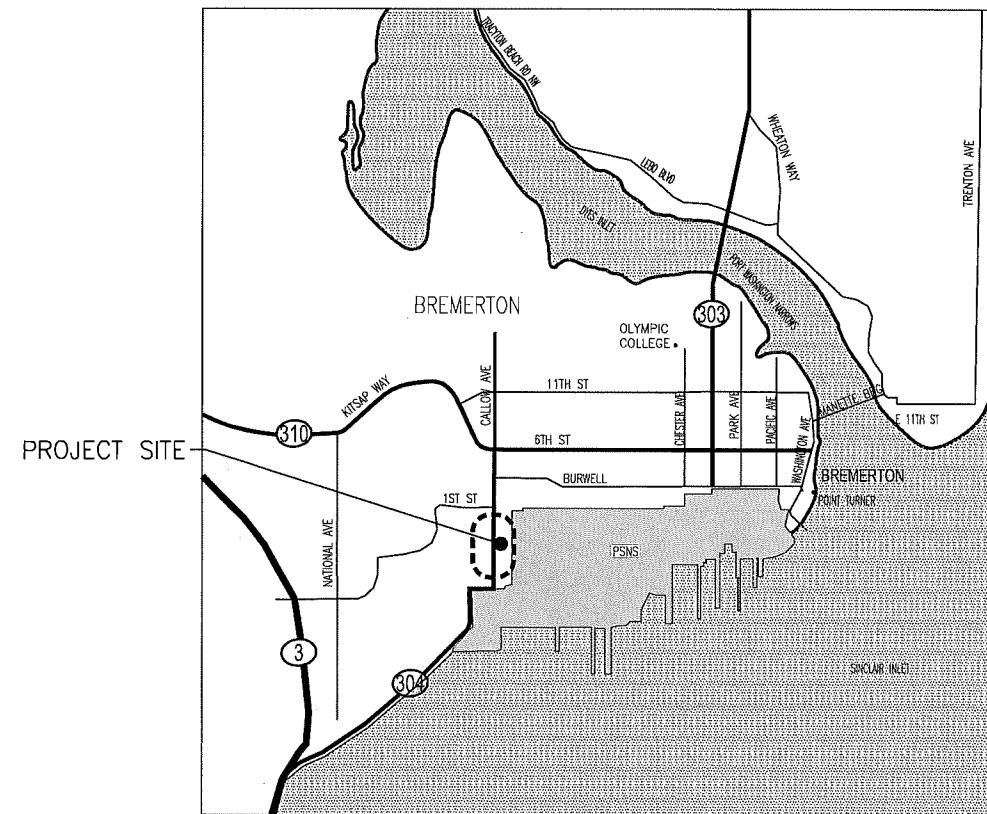
Final acceptance requires the successful performance of wire and cable under test. Do not energize any conductor until the final test reports are reviewed and approved.

-- End of Section --

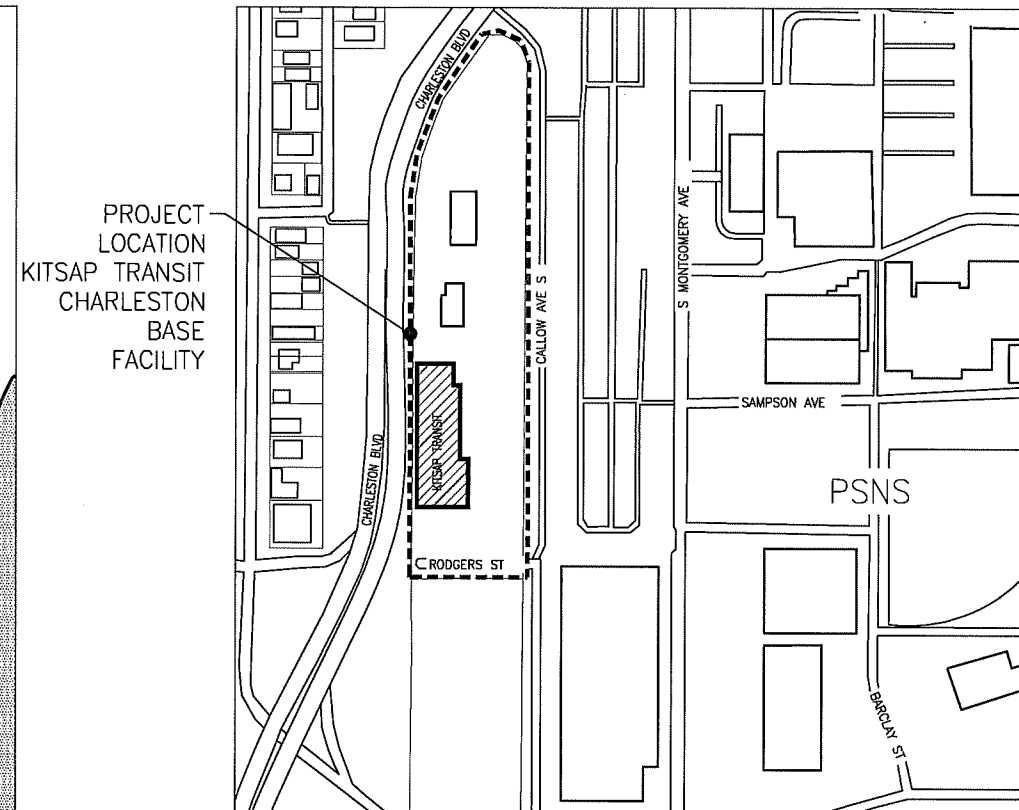


# CHARLESTON BASE CHARGING STATION FOUNDATIONS

200 CHARLESTON BLVD  
BREMERTON, WASHINGTON 98312



VICINITY MAP  
NTS



PROJECT LOCATION MAP  
NTS



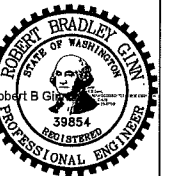
## DRAWING INDEX

- |    |      |  |
|----|------|--|
| 1. | G001 | TITLE SHEET, LOCATION MAPS, & DRAWING INDEX            |
| 2. | G002 | GENERAL NOTES, ABBREVIATIONS, AND SYMBOL LEGENDS       |
| 3. | S101 | CHARGING STATION FOUNDATION PLAN, SECTION, AND DETAILS |
| 4. | E101 | ELECTRICAL SITE PLAN                                   |
| 5. | E501 | ELECTRICAL ONE-LINE DIAGRAM                            |

FINAL SUBMITTAL

2022-JUN-27

SHEET IS 22x34 ANSI D  
IF PRINTING 11x17 USE  
50% SCALE FACTOR



KITSAP TRANSIT  
CHARLESTON BASE CHARGING STATION FOUNDATIONS  
200 CHARLESTON BLVD  
BREMERTON, WA 98312

DRAWN: MWM  
DESIGNED: RAF  
CHECKED: DPK

ISSUE DATE  
27 JUN 2022

REVISIONS

JOB NO  
FAKIT083.001

SHT TITLE  
TITLE SHEET,  
LOCATION MAPS, &  
DRAWING INDEX

SHT NO 1 OF 5

G001

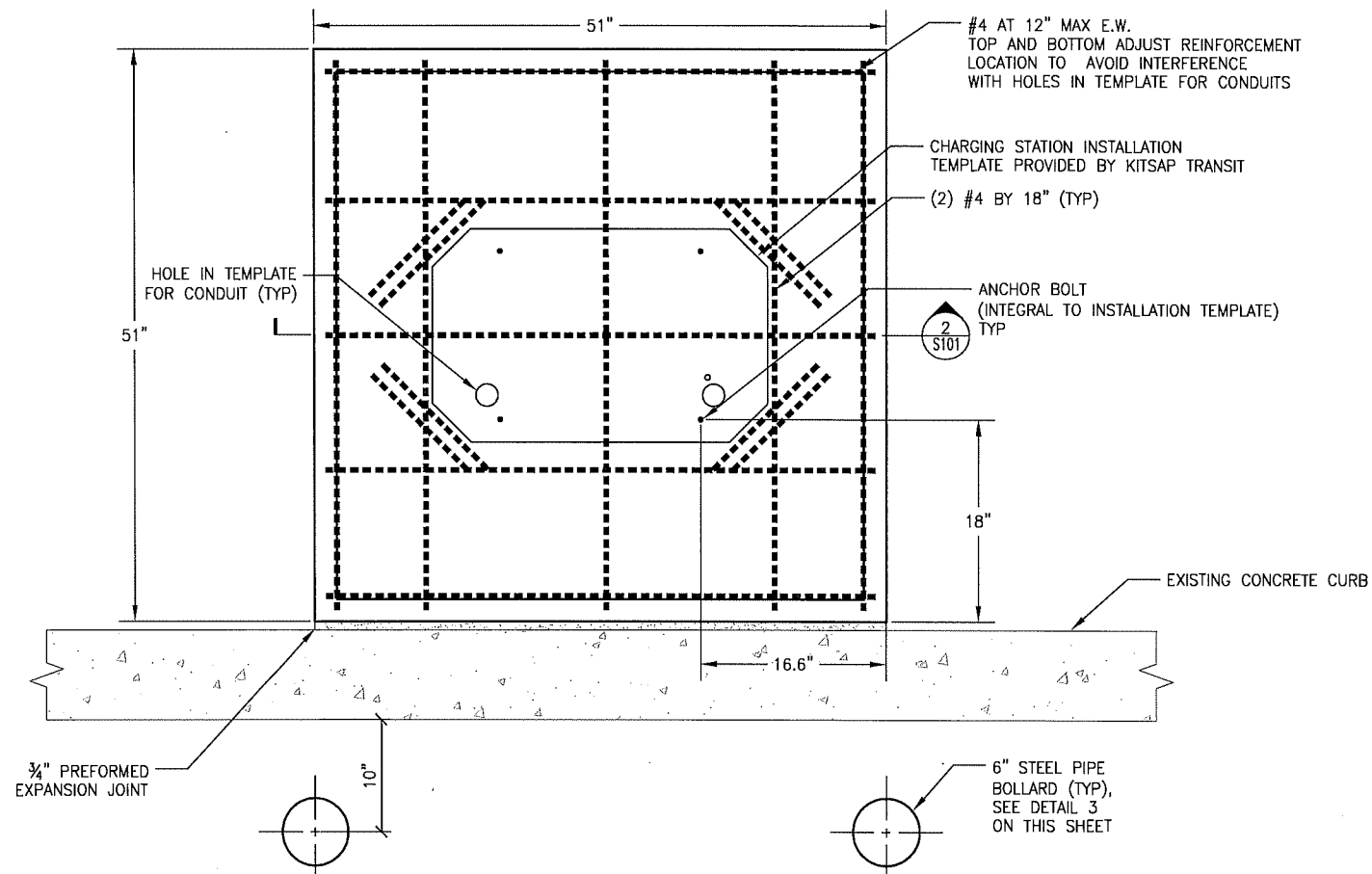
		AΦ	BΦ	CΦ	NOTES:  NOTES: 1. BREAKERS GREATER THAN 10KA TO INCLUDE LOAD-TIME, RISE-TIME, AND INSTANTANEOUS TRIPPING. CIRCUIT BREAKER TRIP SETTINGS TO BE APPROVED BY ENGINEER.		
TOTAL CONNECT LOAD (KVA)		8368	8368	8368			
CODE	DESCRIPTION	CONNECTED LOAD	x	DENARO FACTOR		=	CALCULATED DEMAND LOAD
R	GENERAL-USE RECEPTACLES (FIRST 100VA)	0	x	1.00	=	0	
R	GENERAL-USE RECEPTACLES (OVER 100VA)	0	x	0.80	=	0	
L	LIGHTING	0	x	1.25	=	0	
M	MOTORS & COMPRESSORS	0	x	1.00	=	0	
LM	LARGEST MOTOR LOAD	0	x	1.25	=	0	
S	DEDICATED RECEPTACLES	0	x	1.00	=	0	
H	HVAC & MECHANICAL EQUIPMENT	0	x	1.00	=	0	
K	KITCHEN EQUIPMENT	0	x	1.00	=	0	
Z	NESC LOADS	251604	x	1.00	=	251604	
TOTAL CONNECTED LOAD (KVA):		251.6	CALCULATED LOAD (KVA):		251.6	TOTAL CALCULATED AMP'S (BUS):	302.83

1. EXCEPT IN DEMOLITION PLANS, AND WHERE OTHERWISE NOTED, ALL NEW CONSTRUCTION IS SHOWN WITH SOLID DARK LINES, AND EXISTING CONSTRUCTION TO REMAIN IS SHOWN WITH "SCREENED" LINES.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK. DRAWINGS ARE NOT TO BE SCALED. ALL DIMENSIONS SHOWN RELATING TO EXISTING CONSTRUCTION ARE APPROXIMATE (EXISTING WALLS MAY NOT BE PLUMB AND WALLS MAY NOT BE EXACTLY PARALLEL). THE CONTRACTOR SHALL FIELD VERIFY ALL ACTUAL DIMENSIONS AND CONTACT ENGINEER TO ADDRESS ANY DISCREPANCIES. EXACT LOCATIONS, DISTANCES, ELEVATIONS AND SIMILAR DATA SHALL BE GOVERNED BY ACTUAL FIELD CONDITIONS AND BY THE ENGINEER'S INSTRUCTIONS.
3. IN THE EVENT OF CONFLICT BETWEEN INFORMATION SHOWN ON DRAWINGS AND INFORMATION SHOWN ON THE SPECIFICATIONS, THE MORE STRINGENT SHALL TAKE PRECEDENCE. IF ERRORS IN A DRAWING OR SPECIFICATION OR A VARIATION BETWEEN DIMENSIONS ON DRAWINGS AND MEASUREMENTS AT THE SITE EXIST, THE CONTRACTOR SHALL REQUEST CLARIFICATION PRIOR TO COMMENCEMENT OF WORK. ANY WORK PERFORMED PRIOR TO CLARIFICATION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL DIMENSIONS ARE FACE OF FINISH, FACE OF CONCRETE, TO CENTER LINES OF COLUMNS AND OTHER GRID POINTS AND TO CENTER LINES OF DOORS AND OTHER SCHEDULED OPENINGS U.O.N.
5. TYPICAL DETAILS SHALL BE INCORPORATED AT ALL APPROPRIATE LOCATIONS WHETHER REFERENCED OR NOT. CONTACT ENGINEER IF CLARIFICATION IS REQUIRED.
6. PATCH AND REPAIR ADJACENT AREAS OR SURFACES AFFECTED BY INSTALLATION OF NEW WORK TO MATCH EXISTING CONDITIONS OR IMPROVEMENTS AS REQUIRED.
7. ALL ELECTRICAL EQUIPMENT SHALL BE UL TESTED AND SHALL HAVE A UL LISTING LABEL.
8. ALL INSTALLED CABLE TO BE THWN RATED OR EQUIVALENT.
9. ALL CONDUIT SHALL BE SCHEDULE 40 PVC.
10. ALL CABLE TO BE VISUALLY INSPECTED PRIOR TO INSTALLATION AND INSULATION TESTED AFTER PULLING.

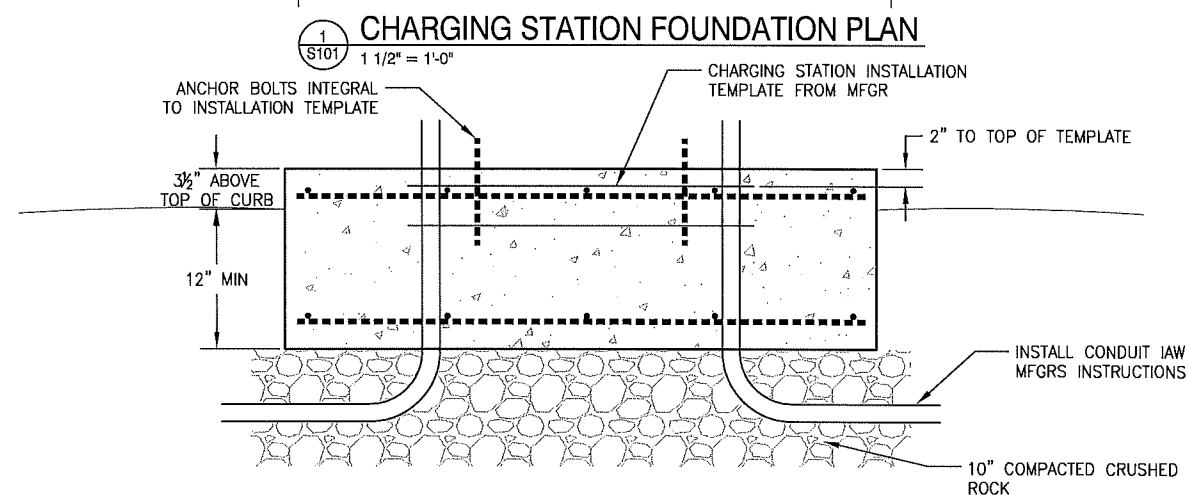
SHORT CIRCUIT CALCULATIONS										
FAULT LOCATION		TRANS. RVA	PHL VOLT. L-L	SEC. VOLT. L-L	X/RM RZ	SEC. FLA	X/RM. PHL LSC	X/RM. SEC. ISC	*MOTOR CONTRIBUTION	TOTAL CONTRIBUTION ISC
UTILITY TRANSFORMER-1281		1500	13200	480	5.30%	1001	-	8348		97349
FEEDER										
FAULT LOCATION	CKT LBR (FT)	AL CU	BGB	NO. PH	CONDUIT MAG = 1 NON = 3	CKT VOLT. L-L	CIRCUIT "C"	BEGRINING ISC		FAULT ISD
POP#1 (FEEDER)	240	CU	300	2	3	480	18051	20614		22130
POP#2 (FEEDER)	480	CU	300	2	3	480	19923	19729		20182
POP#3 (FEEDER)	120	CU	300	2	2	480	21033	21097		23026
POP#4 (FEEDER)	80	CU	300	2	2	480	19923	24291		31043
ISD (FEEDER)	30	CU	500	4	2	480	28033	31043		44500

NOTE: VALUES ARE TO BE CONFIRMED.

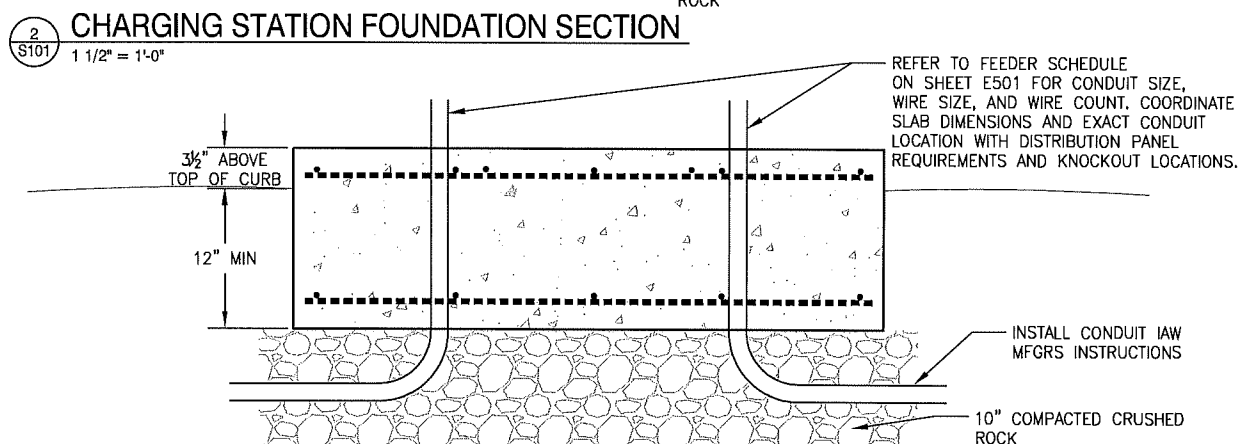
 <p style="text-align: center;"><b>ART ANDERSON</b></p> <p style="text-align: center;">830 PACIFIC AVE, BREMERTON, WA 98537 (360) 479-5600</p>	
<h1 style="margin: 0;">CHARLESTON BASE BUS CHARGERS BREMERTON, WASHINGTON</h1>	
DRAWN:	MWM
DESIGNED:	RAF
CHECKED:	DPK
ISSUE DATE	27 JUN 2022
REVISIONS	
JOB NO FAKIT083.001	
SHT TITLE GENERAL NOTES, ABBREVIATIONS, AND SYMBOL LEGENDS	
SHT NO	2 OF 5
<h1 style="margin: 0;">G002</h1>	



**CHARGING STATION FOUNDATION PLAN**



**CHARGING STATION FOUNDATION SECTION**

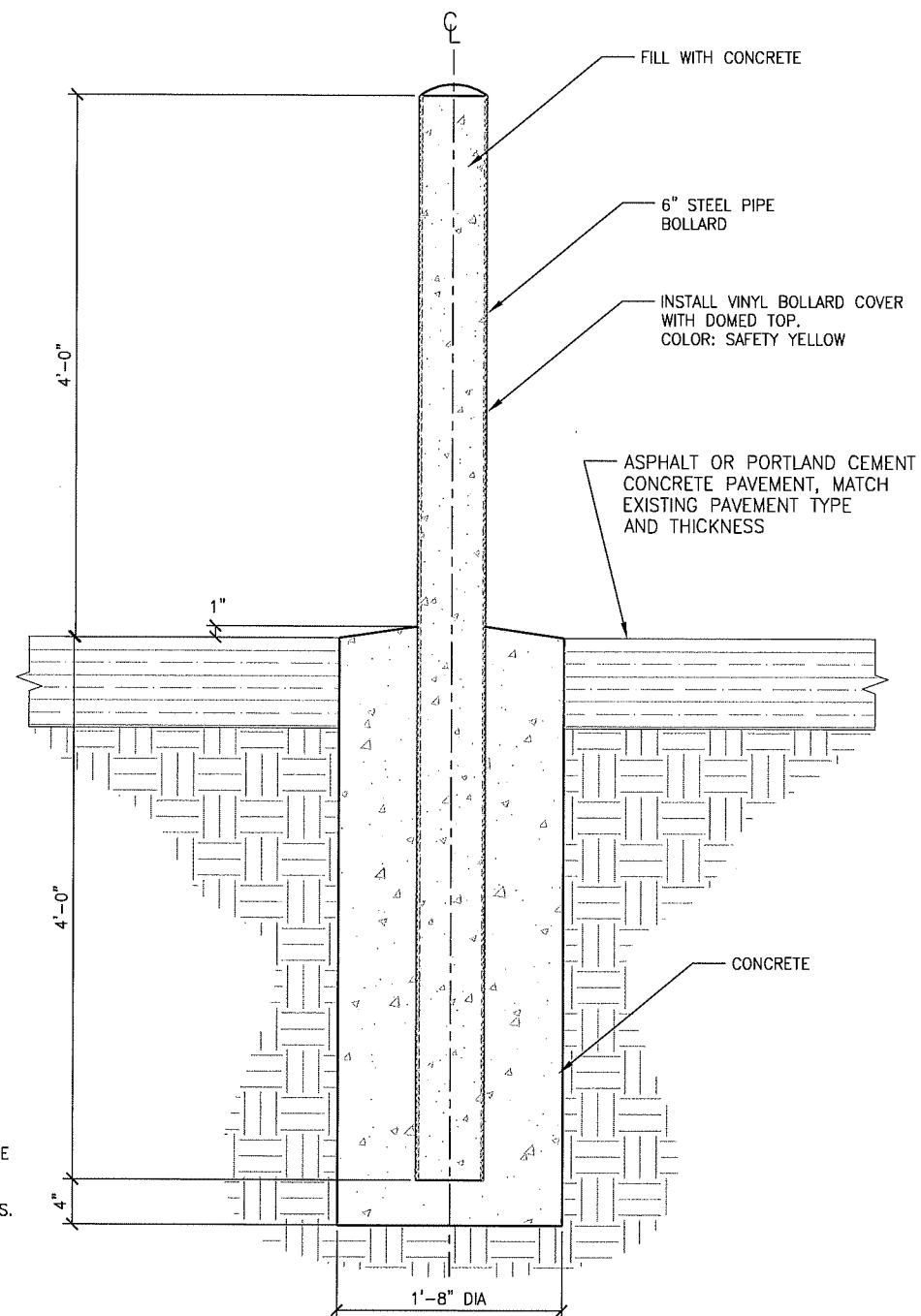


**POWER DISTRIBUTION PANEL SLAB DETAIL**

**SHEET NOTES**

CONCRETE NOTES:  
 $f'_c = 4,500$  PSI (28 DAY)  
 MAX W:C = 0.45  
 AIR CONTENT: 4.5-7.5%  
 MAX AGGREGATE SIZE: 1-1/2"  
 BROOMED FINISH

STEEL NOTE:  
 REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED



**CHARGING STATION BOLLARD DETAIL**

0 2' 4' 6' 12' 2'

SCALE: 1 1/2" = 1'-0"

SHEET IS 22x34 ANSI D  
 IF PRINTING 11x17 USE  
 50% SCALE FACTOR

**FINAL SUBMITTAL**

2022-JUN-27

KITSAP TRANSIT

CHARLESTON BASE CHARGING STATION FOUNDATIONS  
 200 CHARLESTON BLVD  
 BREMERTON, WA 98312

DRAWN: MWM  
 DESIGNED: RBG  
 CHECKED: PRV  
 ISSUE DATE: 27 JUN 2022

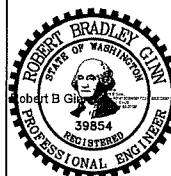
REVISIONS

JOB NO: FAKIT083.001

SHT TITLE: CHARGING STATION FOUNDATION PLAN, SECTION, AND DETAILS

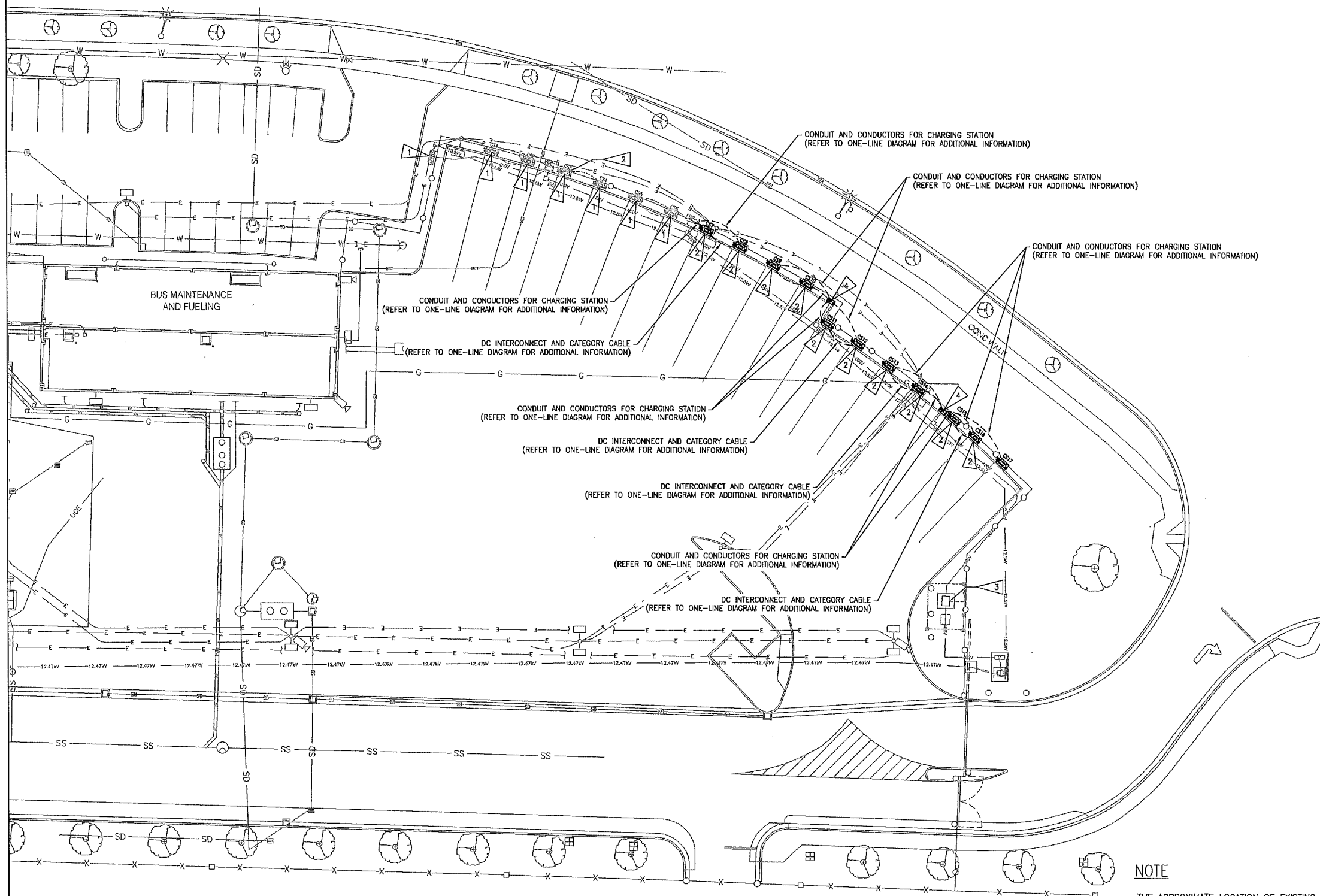
SHT NO: 3 OF 5

**S101**



ART ANDERSON

830 PACIFIC AVE, BREMERTON, WA 98337  
 (360) 475-5800



**FINAL SUBMITTAL**  
2022-JUN-27

**NOTE**

THE APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST UTILITY LOCATES PER STATE LAW  
CALL 48 HOURS BEFORE YOU DIG 811

**GENERAL NOTES**

1. CONTRACTOR TO SUPPLY ALL MATERIALS NECESSARY FOR A COMPLETE AND USEABLE SYSTEM.
2. EMPTY CONDUITS SHALL BE CAPPED AND INSTALLED WITH A PULL STRING FOR FUTURE CONDUCTORS.
3. FOR CONDUIT AND CONDUCTOR SIZING SEE ELECTRICAL ONE-LINE DIAGRAM AND FEEDER SCHEDULE.

**FLAG NOTES**

- 1 EXISTING CHARGER.
- 2 CHARGE POINT CPE 250 CHARGER FURNISHED BY OWNER AND CONNECTED BY ChargePoint Contractor
- 3 MAIN SWITCHGEAR.
- 4 SUB PANEL FOR BRANCH CIRCUIT BREAKERS, FEED THROUGH EXISTING CONDUIT STUB FROM HAND HOLE SHOWN ON PLANS.

0 5' 10' 15' 20' 30' 40' 60'  
SCALE: 1" = 20'

SHEET IS 22x34 ANSI D  
IF PRINTING 11x17 USE  
50% SCALE FACTOR



**CHARLESTON BASE BUS CHARGERS  
BREMERTON, WASHINGTON**

DRAWN: MWM  
DESIGNED: RAF  
CHECKED: DPK

ISSUE DATE  
27 JUN 2022

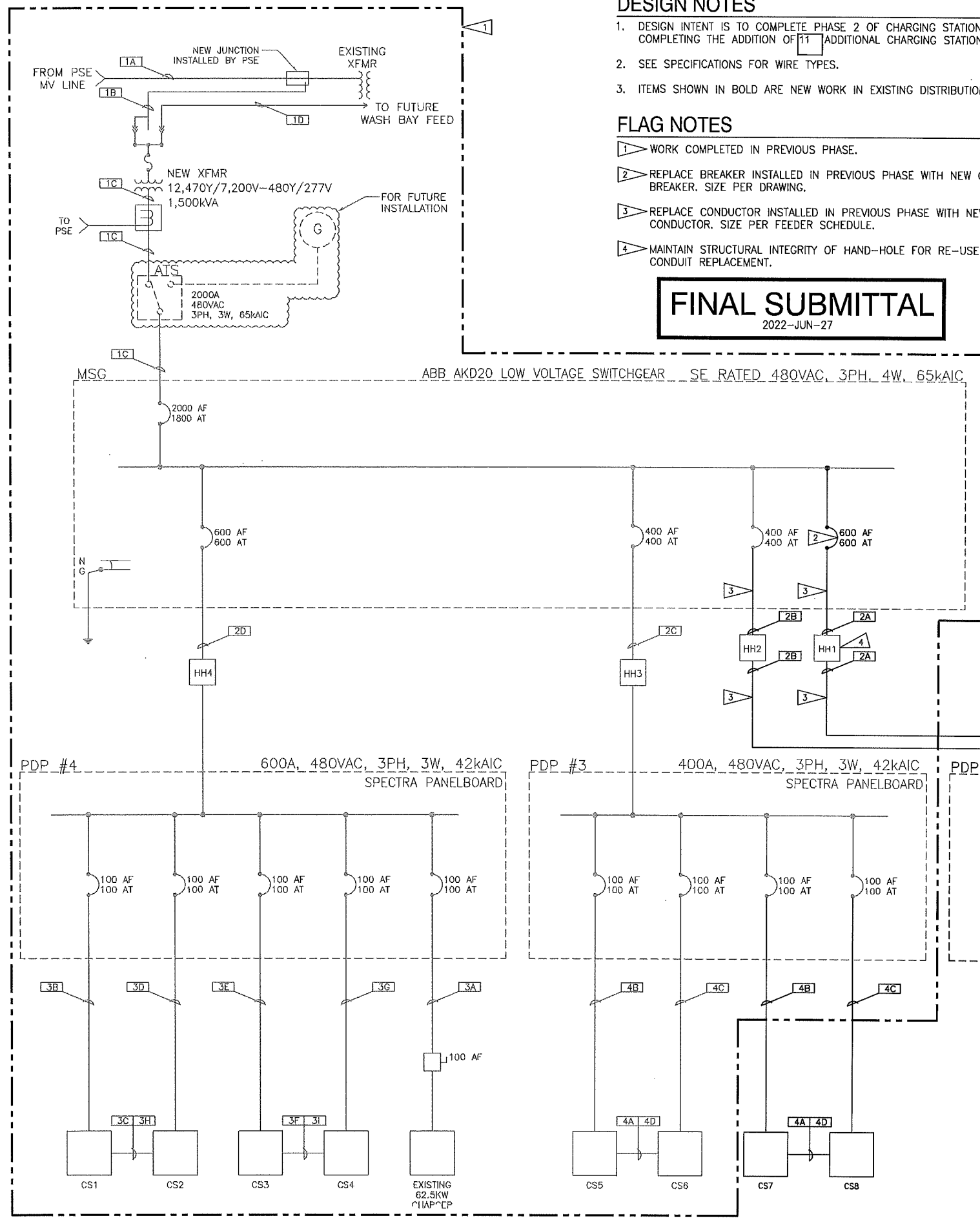
REVISIONS

JOB NO  
FAKIT083.001

SHT TITLE  
ELECTRICAL  
SITE PLAN

SHT NO 4 OF 5

**E101**



### DESIGN NOTES

- DESIGN INTENT IS TO COMPLETE PHASE 2 OF CHARGING STATION PROJECT, COMPLETING THE ADDITION OF 11 ADDITIONAL CHARGING STATIONS.
- SEE SPECIFICATIONS FOR WIRE TYPES.
- ITEMS SHOWN IN BOLD ARE NEW WORK IN EXISTING DISTRIBUTION SYSTEM.

### FLAG NOTES

- WORK COMPLETED IN PREVIOUS PHASE.
- REPLACE BREAKER INSTALLED IN PREVIOUS PHASE WITH NEW CIRCUIT BREAKER. SIZE PER DRAWING.
- REPLACE CONDUCTOR INSTALLED IN PREVIOUS PHASE WITH NEW CONDUCTOR. SIZE PER FEEDER SCHEDULE.
- MAINTAIN STRUCTURAL INTEGRITY OF HAND-HOLE FOR RE-USE DURING CONDUIT REPLACEMENT.

**FINAL SUBMITTAL**  
2022-JUN-27

CONDUCTOR			FEEDER SCHEDULE	
CALLOUT	QTY	SIZE	CONDUIT SIZE	DESCRIPTION
1A	---	---	---	EXISTING, SIZED BY PSE
1B	---	---	4"	CONTRACTOR TO BORE AND INSTALL POLY CONDUIT
1C	4	(4) 600Kcmil + 4/0 GND	(5) 4" WITH SPARE	SECONDARY FEEDER FROM TRANSFORMER TO SWITCHGEAR
1D	1		4"	CONTRACTOR TO INSTALL CONDUIT FOR FUTURE UTILITY FEED
2A	2	(3) 350 Kcmil + 1/0 GND	REPLACE W/ 3-1/2"	PDP-1, FEEDS CS 13-16, NEW CONDUCTOR IN NEW PATHWAY
2B	2	(3) 3/0 + #2 GRND	EXST. 2-1/2"	PDP-2, FEEDS CS 9-12, NEW CONDUCTOR IN EXISTING PATHWAY
2C	2	(3) 3/0 + #2 GND	2-1/2"	PDP-3, FEEDS CS 5 AND CS 6 W/ FUTURE
2D	2	(3) 350 Kcmil + 1/0 GND	3"	PDP-4, FEEDS CS 1-4 AND EXISTING CHARGER
3A	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR EXISTING CHARGING STATION
3B	1	(3) #2 + #8 GND	2"	POWER AND GROUND FROM PDP-4 TO CS 1
3C	1	(4) 3/0	3"	DC CIRCUIT BETWEEN 1 AND 2
3D	1	(3) #2 + #8 GND	2"	POWER AND GROUND FROM PDP-4 CS 2
3E	1	(3) #2 + #8 GND	2"	POWER AND GROUND FROM PDP-4 CS 3
3F	1	(4) 3/0	3"	DC CIRCUIT BETWEEN 3 AND 4
3G	1	(3) #2 + #8 GND	2"	POWER AND GROUND FROM PDP-4 CS 4
3H	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED CS 1 AND 2
3I	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED CS 3 AND 4
4A	1	(4) 3/0	3"	DC CIRCUIT BETWEEN 5 AND 6
4B	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 7 & 8
4C	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 7 & 8
4D	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED STATIONS 5 AND 6
5A	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 9
5B	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 10
5C	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 11
5D	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 12
5E	1	(4) 3/0	3"	DC CIRCUIT BETWEEN CS9 AND CS10
5F	1	(4) 3/0	3"	DC CIRCUIT BETWEEN CS11 AND CS12
5G	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED STATIONS 9 AND 10
5H	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED STATIONS 11 AND 12
6A	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 13
6B	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 14
6C	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 15
6D	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 16
6E	1	(4) 3/0	3"	DC CIRCUIT BETWEEN CS13 AND CS14
6F	1	(4) 3/0	3"	DC CIRCUIT BETWEEN CS15 AND CS16
6G	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED STATIONS 13 AND 14
6H	1	CAT6	3/4"	ETHERNET CONNECTION BETWEEN PAIRED STATIONS 15 AND 16
6I	1	(3) #2 + #8 GND	2"	POWER AND GROUND FOR CS 17

**ART ANDERSON**  
630 PACIFIC AVE. BREMERTON, WA 98337  
(360) 479-5600

**DENNIS P. KLEIN**  
REGISTERED PROFESSIONAL ENGINEER  
24078

**CHARLESTON BASE BUS CHARGERS**  
BREMERTON, WASHINGTON

DRAWN: MWM  
DESIGNED: RAF  
CHECKED: DPK

ISSUE DATE: 27 JUN 2022

REVISIONS:

JOB NO: FAKIT083.001

SHT TITLE: ELECTRICAL ONE-LINE DIAGRAM

SHT NO: 5 OF 5

**E501**

SHEET IS 22x34 ANSI D  
IF PRINTING 11x17 USE  
50% SCALE FACTOR

**KITSAP TRANSIT**

**INVITATION FOR BIDS # KT 22-803**

**FOR**

**CHARLESTON BAS INFRASTRUCTURE PHASE 2**

**EXHIBIT B**

**SUPPLEMENTAL BIDDER  
RESPONSIBILITY CRITERIA**

**DOCUMENTATION STATEMENTS**

## DOCUMENTATION STATEMENTS

**\*\*\* THIS EXHIBIT SHALL ONLY BE COMPLETED POST-BID OPENING BY  
THE APPARENT TWO LOWEST BIDDERS\*\*\***

**Criterion 2.25(E) – Public Bidding Crime**

**Statement of Bidder certifying it has not been convicted of a crime:**

I, \_\_\_\_\_ an authorized representative of  
\_\_\_\_\_, a Bidder on this Project known  
as Charleston Base EV Infrastructure Phase 2 KT 22-803, do hereby certify and swear under penalty of  
perjury that \_\_\_\_\_ has not been convicted of a  
crime involving bidding on Public Works Contracts within five (5) years from the Bid submittal date on this  
Project.

Subscribed and sworn to this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

**Criterion 2.25(F) – Termination for Cause or Default**

**Statement of Bidder certifying it has not been terminated for cause or default:**

I, \_\_\_\_\_ an authorized representative of  
\_\_\_\_\_, a Bidder on this Project known  
as Charleston Base EV Infrastructure Phase 2 KT 22-803, do hereby certify and swear under penalty of  
perjury that \_\_\_\_\_ has not had a government Public  
Works Contract terminated for cause by a government agency within five (5) years from the Bid submittal  
date on this Project.

Subscribed and sworn to this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title



**KITSAP TRANSIT**  
**INVITATION FOR BIDS # KT 22-803**  
**FOR**  
**CHARLESTON BASE EV INFRASTRUCTURE PHASE 2**  
**EXHIBIT C**  
**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: \_\_\_\_\_

**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 ninety (90) Calendar Days following receipt of a Notice to Proceed (weather permitting), should I/We be the successful Bidder.\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date

Printed Name &amp; 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 22-796 Bremerton Dock PA Upgrade**

Item No.	Description	Unit	Unit Qty.	Extended Price
1	Mobilization	LS	1	\$
2	Upgraded PA Equipment	LS	1	\$
3	Labor to Complete Upgrade	LS	1	\$
			<b>Total</b>	*\$

\*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:

**Charleston Base EV Infrastructure Phase 2 # KT 22-803**

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 22-803**

**FOR**

**CHARLESTON BASE EV INFRASTRUCTURE PHASE 2**

**EXHIBIT D**

**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](http://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 22-803**  
**FOR**  
**CHARLESTON BASE EV INFRASTRUCTURE PHASE 2**  
**EXHIBIT E**  
**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

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**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	

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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.

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### 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.

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### 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?

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**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.

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**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.

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**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.

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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.

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**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.

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**Other:**

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

If YES, please describe below.

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## 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 22-803**  
**FOR**  
**CHARLESTON BASE EV INFRASTRUCTURE PHASE 2**  
**EXHIBIT F**  
**DAVIS BACON WAGE DETERMINATION WA2022001**  
**09/09/2022**

"General Decision Number: WA20220001 09/09/2022

Superseded General Decision Number: WA20210001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022

2	02/25/2022
3	03/18/2022
4	04/29/2022
5	06/24/2022
6	07/22/2022
7	08/05/2022
8	09/09/2022

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

DEPTH PAY:  
50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):  
Zone 2 - \$0.85  
Zone 3 - 1.25  
Zone 4 - 1.70  
Zone 5 - 2.00  
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities  
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities  
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities  
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.  
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities  
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND

# WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

## Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

## Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

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CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

Rates Fringes

## CARPENTER

GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

## CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

## ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

## DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

## DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot



PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free

26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:

CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
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CARPENTER

CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

-----  
ELEC0046-001 08/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 72.29	27.07
ELECTRICIAN.....	\$ 65.72	26.87

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\* ELEC0048-003 01/01/2022

CLARK, KLINKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

\*These are not miles driven. Zones are based on Delorme  
Street Atlas USA 2006 plus.

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ELEC0048-029 01/01/2022

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

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ELEC0073-001 07/01/2022

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

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\* ELEC0076-002 08/31/2022

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 53.47	24.73

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ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA  
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

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ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

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ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

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ENGI0302-003 06/01/2022

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar

equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$ .25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$ .50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$ .75 per hour.

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ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green

& similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signaller (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vacuum guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Batch Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Atkey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform

Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$ .50 over scale

Over 250 ft \$ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments



GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities

excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

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ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom  
(including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities

excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

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ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

##### Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

##### Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

##### Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom

Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

#### Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

#### Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or

more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

#### Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

#### Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder

Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 07/04/2022

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

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IRON0029-002 07/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAIAKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

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IRON0086-002 07/04/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

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IRON0086-004 07/04/2022

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 49.90	31.82

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LABO0238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35



GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner;

Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzle man for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzle man (to include jet blasting nozzle man, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on raises and shafts)

LAB00238-006 06/01/2021

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 30.00	13.50

LAB00242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzlemann (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman;

Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

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LAB00252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC  
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating  
Screed; Asbestos Abatement Laborer; Ballast Regulator  
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter  
Tender; Cement Finisher Tender; Change House or Dry Shack;  
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;  
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;  
Demolition (wrecking and moving including charred  
material); Ditch Digger; Dump Person; Fine Graders;

Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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LAB00292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE  
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY  
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch  
Weighman; Broomers; Brush Burners and Cutters; Car and  
Truck Loaders; Carpenter Tender; Change-House Man or Dry  
Shack Man; Choker Setter; Clean-up Laborers; Curing,  
Concrete; Demolition, Wrecking and Moving Laborers;  
Dumpers, road oiling crew; Dumpmen (for grading crew);  
Elevator Feeders; Median Rail Reference Post, Guide Post,  
Right of Way Marker; Fine Graders; Fire Watch; Form  
Strippers (not swinging stages); General Laborers;  
Hazardous Waste Worker; Leverman or Aggregate Spreader  
(Flaherty and similar types); Loading Spotters; Material  
Yard Man (including electrical); Pittsburgh Chipper  
Operator or Similar Types; Railroad Track Laborers; Ribbon  
Setters (including steel forms); Rip Rap Man (hand placed);  
Road Pump Tender; Sewer Labor; Signaller; Skipman; Slopers;  
Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring;  
Timber Faller and Bucker (hand labor); Toolroom Man (at job  
site); Tunnel Bullgang (above ground); Weight-Man- Crusher  
(aggregate when used)

GROUP 2: Applicator (including pot power tender for same),  
applying protective material by hand or nozzle on utility  
lines or storage tanks on project; Brush Cutters (power  
saw); Burners; Choker Splicer; Clary Power Spreader and  
similar types; Clean- up Nozzlemans-Green Cutter (concrete,  
rock, etc.); Concrete Power Buggyman; Concrete Laborer;  
Crusher Feeder; Demolition and Wrecking Charred Materials;  
Guniting Nozzlemans Tender; Guniting or Sand Blasting Pot

Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LAB00335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

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LAB00348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall  
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall



ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzelman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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PAIN0005-002 07/01/2021

STATEWIDE EXCEPT CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 32.36	18.15

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PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

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\* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

\*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

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PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40

Spray and Sandblasting.....	\$ 26.56	13.40
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All high work over 60 ft. = base rate + \$0.75

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PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

Rates	Fringes
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Painters:

HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

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PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,  
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND  
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA  
COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

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PLAS0528-001 06/01/2022

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,  
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,  
SNOHOMISH, THURSTON, WAHIAKUM AND WHATCOM COUNTIES

Rates	Fringes
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CEMENT MASON		
CEMENT MASON.....	\$ 50.00	19.59
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 50.50	19.59
TROWELING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 50.50	19.59

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PLAS0555-002 07/01/2019

CLARK, KLINKITAT AND SKAMANIA COUNTIES

ZONE 1:

Rates	Fringes
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CEMENT MASON		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON		

SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65  
Zone 3 - 1.15  
Zone 4 - 1.70  
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

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TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line  
made by extending the north boundary line of Wahkiakum County  
west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
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Truck drivers:

ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65  
Zone 3 - 1.15  
Zone 4 - 1.70  
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city  
hall.

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
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Truck drivers:

ZONE A:

GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar

equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
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Truck drivers: (AREA 1:  
SPOKANE ZONE CENTER: Adams,  
Chelan, Douglas, Ferry,  
Grant, Kittitas, Lincoln,  
Okanogan, Pen Oreille,  
Spokane, Stevens, and Whitman  
Counties

AREA 1: LEWISTON ZONE CENTER:  
Asotin, Columbia, and  
Garfield Counties

AREA 2: PASCO ZONE CENTER:  
Benton, Franklin, Walla Walla  
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		

GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable



operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**KITSAP TRANSIT**  
**INVITATION FOR BIDS # KT 22-803**  
**FOR**  
**CHARLESTON BASE EV INFRASTRUCTURE PHASE 2**  
**EXHIBIT G**  
**FEDERAL TRANSIT ADMINISTRATION**  
**CONTRACT CLAUSES AND CERTIFICATIONS**

## Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications

Source: FTA Master Agreement (29)

[fta-master-agreement-fy-2022](#)

The Contractor, \_\_\_\_\_,  
certifies, to the best of its knowledge and belief, that it:

- A. **Has** \_\_\_\_ **Has not** \_\_\_\_ read and understood the attached Federal Transit Administration Contract Clauses as they pertain to project \_\_\_\_\_, and;
- B. **Has** \_\_\_\_ **Has not** \_\_\_\_ read and understood the attached Federal Transit Administration Contract Certifications as they pertain to project \_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

# **FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES**

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER**

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not have any obligation or liability related to:
  - (a) The Project,
  - (b) Any Third Party Participant at any tier, or
  - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:
  - (a) Third Party Participant, or
  - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
  - (a) Federal laws and regulations apply to itself and its Project, including:
    1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and
    2. U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31,
  - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the truthfulness and accuracy of any of the following that the Recipient provides to the Federal Government:
    1. Claim,
    2. Statement,
    3. Submission,
    4. Certification,
    5. Assurance, or
    6. Representation, and
  - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended and other applicable penalties if the Recipient:
    1. Presents, submits, or makes available any information in connection with any:
      - a. Claim,
      - b. Statement,
      - c. Submission,
      - d. Certification,
      - e. Assurance, or
      - f. Representation, and
    2. That information is false, fictitious, or fraudulent.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:

(a) Presents, submits, or makes available any information in connection with any:

1. Claim,
2. Statement,
3. Submission,
4. Certification,
5. Assurance, or
6. Representation, and

(b) That information is false, fictitious, or fraudulent.

### **ACCESS TO RECORDS**

The Recipient agrees that:

(1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:

- (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
- (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
- (c) Recipient and Subrecipient,

(2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed above in (1) to do the following:

(a) Inspect all:

1. Project work,
2. Project materials,
3. Project payrolls, and
4. Other Project data, and

(b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:

1. Books,
2. Records,
3. Accounts, or
4. Other locations.

### **FEDERAL CHANGES**

Changes to Federal Requirements and Guidance:

(1) Requirements and Guidance. New Federal Requirements and Guidance may:

- (a) Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and
- (b) Apply to the Recipient or its Project.

- (2) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:
  - (a) Be modified from time to time, and
  - (b) Apply to the Recipient or its Project.
- (3) Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:
  - (a) Special Condition in the Recipient's Underlying Agreement,
  - (b) Special Requirement in the Recipient's Underlying Agreement,
  - (c) Special Provision in the Recipient's Underlying Agreement,
  - (d) Condition of Award in the Recipient's Underlying Agreement,
  - (e) Letter to the Recipient signed by an authorized FTA official, or
  - (f) Change to FTA or Federal guidance.

### **CIVIL RIGHTS REQUIREMENTS**

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- (1) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):
  - (a) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of:
    - 1. Race,
    - 2. Color,
    - 3. Religion,
    - 4. National origin,
    - 5. Sex (including sexual orientation and gender identity),
    - 6. Disability, or
    - 7. Age, and
  - (b) The FTA "Nondiscrimination" statute's prohibition against discrimination includes:
    - 1. Exclusion from participation,
    - 2. Denial of program benefits, or
    - 3. Discrimination, including discrimination in employment or business opportunity.
- (2) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
  - (a) Prohibit discrimination based on:
    - 1. Race,
    - 2. Color, or
    - 3. National origin,
  - (b) Comply with:
    - 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,



2. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 23, and
  3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
- (a) Except as FTA determines otherwise in writing, follow:
1. The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance.
  2. U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
  3. Other applicable Federal guidance that may be issued.
- (3) Equal Employment Opportunity.
- (a) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  2. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, *et seq.*;
  3. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;;
  4. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 12 of the Master Agreement, and
  5. FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
  6. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations.
- (b) Specifics. The Recipient agrees to:
1. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
    - a. Race,
    - b. Color,
    - c. Religion,
    - d. National Origin,
    - e. Disability,
    - f. Age,
    - g. Sexual Origin,
    - h. Gender identity, or
    - i. Status as a parent, and
  2. Take affirmative action that includes, but is not limited to:

- a. Recruitment advertising,
  - b. Recruitment,
  - c. Employment,
  - d. Rates of pay,
  - e. Other forms of compensation,
  - f. Selection for training, including apprenticeship,
  - g. Upgrading,
  - h. Transfers,
  - i. Demotions,
  - j. Layoffs, and
  - k. Terminations.
- (c) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:
- 1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
  - 2. Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note
- (4) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:
- (a) Requirements. The Recipient agrees to comply with:
- 1. Section 11101(e) of IIJA;
  - 2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
  - 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (b) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:
- 1. It shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract.
  - 2. It shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- (5) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:
- (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,

- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 C.F.R. part 25, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (6) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
- (a) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § § 621 – 634, which prohibits discrimination on the basis of age,
  - (b) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
  - (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
  - (d) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age discrimination Act of 1975, and
  - (e) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (7) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
- (a) Federal laws, including:
    1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
    2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
    3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
    4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
    5. Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
  - (b) Federal regulations, including:
    1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.F. part 37,
    2. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,

3. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
  4. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
  5. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
  6. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
  7. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
  8. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
  9. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
  11. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
  12. Other applicable Federal civil rights and nondiscrimination guidance.
- (8) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (a) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
  - (b) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
  - (c) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (9) Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:
- (a) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
  - (b) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.
- (10) Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:
- (a) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
  - (b) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and

- (c) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
- (11) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
  - (a) Comply with other applicable Federal nondiscrimination laws and regulations, and
  - (b) Follow Federal guidance prohibiting discrimination.
- (12) Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **PROMPT PAYMENT OF SUBCONTRACTORS**

The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor’s receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor’s Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F**

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

- (1) Federal Laws, Regulations, and Guidance. The Recipient agrees:
  - (a) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
  - (b) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,
  - (c) To follow the most recent edition and any revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and
  - (d) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for

compliance with certain Federal requirements that apply to specific third party contracts at this time.

### **ENERGY CONSERVATION**

The Recipient agrees to, and assures its Subrecipients will:

- (1) State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- (2) Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

### **TERMINATION PROVISIONS**

The Recipient agrees to all of the following:

- (1) Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
  - (a) The Recipient has violated the Underlying Agreement or FTA Master Agreement (27 & 28), especially if that violation would endanger substantial performance of the Project,
  - (b) The Recipient has failed to make reasonable progress on the Project, or
  - (c) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- (2) Financial Implications.
  - (a) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and
  - (b) The Federal Government may:
    1. Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
      - a. Failing to make adequate progress,
      - b. Failing to make appropriate use of the Project property, or
      - c. Failing to comply with the Underlying Grant Agreement or FTA Master Agreement (27 & 28), and
    2. Require the Recipient to refund:
      - a. The entire amount of Federal funds provided for the Project, or
      - b. Any lesser amount as the Federal Government may determine, and
- (3) Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.
- (4) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government’s rights to terminate described in 2 CFR § 200.340.

### **DEBARMENT AND SUSPENSION**

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
  - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200,
  - (b) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and
  - (c) Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
- (2) It will review the “Excluded Parties Listing System” at <https://epls.gov> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Part Participants:
  - (a) Will comply with Federal debarment and suspension requirements, and
  - (b) Review the “Excluded Parties Listing System” at <https://www.epls.gov> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

#### **BUY AMERICA**

Domestic preference procurement requirements of:

- (1) 49 U.S.C. § 5323(j), as amended by MAP-21 and FAST Act, and
- (2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21 and FAST Act.
- (3) Uniform Administrative Requirements, Compliance with FTA’s Buy America requirements shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”
- (4) Limitation on Certain Rolling Stock Procurements, The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

#### **PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

The Recipient understands and agrees that:

- (1) FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:
  - (a) A major dispute,
  - (b) A breach,
  - (c) A default, or
  - (d) Litigation,
- (2) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:
  - (a) The Recipient agrees to promptly notify:
    1. The FTA Chief Counsel, or
    2. The FTA Regional Counsel for the Region in which the Recipient is located,

3. U.S. DOT Inspector General Counsel for the Region
- (b) The types of legal matters that require notification include, but are not limited to:
  1. A major dispute,
  2. A breach,
  3. A default,
  4. Litigation, or
  5. Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and
- (c) The types of matters that may affect the Federal Government include, but are not limited to:
  1. The Federal Government's interests in the Project, or
  2. The Federal Government's administration or enforcement of Federal laws or regulations,
- (3) Federal Interest in Recovery
  - (a) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
  - (b) Liquidated Damages. Notwithstanding the preceding section XI.(1) of this document, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,
- (4) Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:
  - (a) Any third party agreement,
  - (b) Any Federal law or regulation,
  - (c) Any State law or regulation, or
  - (d) Any local law or regulation,

#### **BYRD ANTI-LOBBYING AMENDMENT**

The Recipient agrees that, as provided by 31 U.S.C. § 1352(a):

- (1) Prohibition on Use of Federal Funds. It will not use Federal funds:
  - (a) To influence any:
    1. Officer or employee of a Federal agency,
    2. Member of Congress,
    3. Officer or employee of Congress, or
    4. Employee of a Member of Congress,
  - (b) To take any action involving the Project or the Underlying Agreement for the Project, including any:
    1. Award,
    2. Extension, or
    3. Modification,



- (2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:
  - (a) 31 U.S.C. § 1352, as amended,
  - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
  - (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:
    1. The U.S. Congress, or
    2. A State legislature, but
- (3) Exception. The prohibitions of (1)-(2) above do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations.

## **CLEAN AIR & CLEAN WATER**

The Recipient agrees to include adequate provisions in each third party agreement exceeding \$150,000 to ensure that each Third Party Participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,”
- (2) Refrain from using any violating facilities,
- (3) Report violations to FTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other requirements of:
  - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and
  - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1388.

## **CARGO PREFERENCE**

- (1) Use of United States-Flag Vessels. Shipping requirements of:
  - (a) 46 U.S.C. § 55305, and
  - (b) U.S. Maritime Administration regulations, “Cargo Preference - U.S.-Flag Vessels,” 46 C.F.R. part 381.

## **DAVIS-BACON, COPELAND ANTI-KICKBACK AND CONTRACT WORK HOURS & SAFETY STANDARDS ACTS**

The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

- (1) Minimum wages.
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide

fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.**

**Kitsap Transit** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**(ii)**

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees -**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the

trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR parts 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.**

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



## **BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$100,000**

The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance, except as FTA determines otherwise in writing:

- (1) Construction. As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide:
  - (a) Bid Guarantee bonds (5%),
  - (b) Contract performance bonds (100%), and
  - (c) Payment bonds (50% for contracts < \$1M, 40% for contracts > \$1M, but < \$5M).

## **FLY AMERICA**

The Contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.326. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The following transactions are prohibited and Third-Party Participant certifies that -

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

### **SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs:

- (1) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), is within the meaning of “Federal Requirement” as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (2) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
  - (a) Enforcement actions authorized by 49 U.S.C. § 5329(g);
  - (b) Referring the Recipient to the CDC or other Federal authority for enforcement action;
  - (c) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
  - (d) Any other enforcement action authorized by Federal law or regulation

## Buy America Certification

### Certification Requirement for Procurement of Steel or Manufactured Products

This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A

*The Buy America Certificate, as shown below, must be completed and submitted with your Proposal.*

#### Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5. The product will be manufactured in the United States with all components being of US Origin.

Proposer agrees to submit a complete bill of materials with the origin of each component. The bill of materials must be submitted as a condition of retainage release where retainage is part of the contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

#### Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2) (B) or (j) (2) (D) and the regulations in 49 CFR § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**THIS FORM MUST ACCOMPANY PROPOSAL**

## **LOBBYING CERTIFICATION**

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

**Name of the Proposer's authorized official:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS FORM MUST ACCOMPANY PROPOSAL**